



**Town of Surfside
Town Commission Meeting
AGENDA
July 17, 2012
7 p.m.**

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

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**
- G. Recognition of Ft. Lauderdale Police Officer Heather Lee for Arrest of Surfside Felony Subject- David Allen, Chief of Police**
- H. Recognition of Doris “Dorie” Lurie for her contribution to the Surfside Community – Mayor Daniel Dietch**
- I. Officer of the Month of April – Sgt. Jay Matelis and Officer Tammy Campbell– David Allen, Chief of Police**
- J. Civilian of the Month of May – Parking Enforcement Officer Alain Acosta – David Allen, Chief of Police**
- K. Officer of the Month of June – Officer Jonathan Alvarez- David Allen, Chief of Police**
- L. Recognition of the North Shore Kiwanis 60 Years of Service – Mayor Daniel Dietch**

2. Quasi-Judicial Hearings (Set for approximately 7:20 p.m.)

- *A. Scemla Variance, 8985 Bay Drive, Sarah Sinatra, Town Planner Page 3 - 23**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONSIDERING THE APPLICATION OF 8985 BAY DRIVE, TO PERMIT A SIDE SETBACK VARIANCE FROM SECTION 90-45 OF THE CODE OF ORDINANCES TO ALLOW A 15.9 FOOT SIDE SETBACK VARIANCE ON THE EAST SIDE OF THE PROPERTY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

during item 1E Agenda and Order of Business, that an item be removed from the Consent Agenda and discussed separately.

Recommended Motion: To approve all consent agenda items as presented below.

** Denotes agenda items as “must haves” which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

- *A. Minutes - June 12, 2012 – Regular Commission Meeting Page 24 - 35
- B. Budget to Actual Summary as of April 30, 2012 – Roger M. Carlton, Town Manager Page 36 - 37
- *C. Town Manager’s Report (Points of Light) – Roger M. Carlton, Town Manager Page 38 - 54
- *D. Town Attorney’s Report – Lynn M. Dannheisser, Town Attorney Page 55 - 60
- *E. Projects Progress Report – Calvin, Giordano and Associates, Inc. Page 61 - 63

4. Ordinances

(Set for approximately 8:00 p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Readings (Ordinances and Public Hearing)

- *1. FY12 Capital Improvement Element Update – Sarah Sinatra, Town Planner Page 64 - 79

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN’S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE COMPREHENSIVE PLAN AND AN EFFECTIVE DATE.

(Set for approximately 8:10 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Readings Ordinances

- *1. Amended Legislation to Planning & Zoning/Design Review Board Requirements – Lynn Dannheisser, Town Attorney Page 80 - 84

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90-15 “MEMBERSHIP/QUORUM, MINIMUM QUALIFICATIONS, OFFICERS, TERMS OF OFFICERS, VACANCIES, GENERAL REGULATIONS, RECOMMENDATIONS, EXPENDITURES, INDEBTEDNESS”; PROVIDING FOR SEVERABILITY; PROVIDING

FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

***2. Fence Ordinance – Roger M. Carlton, Town Manager Page 85 - 87**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-56.1-4 “FENCES, WALLS, AND HEDGES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

***3. Adopt an Ordinance Governing Height of Ceiling and other Requirements in Parking Facilities with Elevator Lifts – Roger M. Carlton, Town Manager Page 88 - 96**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90-77 “OFF STREET PARKING REQUIREMENTS” TO PERMIT MECHANICAL PARKING LIFTS TO BE COUNTED AS REQUIRED PARKING SPACES SUBJECT TO CERTAIN CONDITIONS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

(Set for approximately 8:45 p.m.) (Note: Depends upon length of Good and Welfare)

***A. Proposed Ad-Valorem Budget Millage for Fiscal Year 2012-2013 - Donald Nelson, Finance Director Page 97 - 103**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DETERMINING A PROPOSED OPERATING MILLAGE RATE, DETERMINING THE CURRENT YEAR ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF

REVENUE FOR THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

***B. Charter Review Ballot Question – Lynn Dannheisser, Town Attorney Page 104 - 115**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CHARTER TO PROVIDE REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; PROVIDING FOR COPIES OF THE CHARTER AMENDMENT TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR INCLUSION IN THE CHARTER; ACCEPTING THOSE CHARTER PROVISIONS APPROVED BY A MAJORITY OF THE VOTERS ON NOVEMBER 6, 2012 ACCORDING TO OFFICIAL RESULTS; AMENDING THE TOWN CHARTER TO ADD A PREAMBLE AND CITIZEN'S BILL OF RIGHTS; AMENDING ARTICLE VI. SECTION 105 GENERAL AND SPECIAL ELECTIONS OF COMMISSION MEMBERS; ARTICLE IX. SECTION 128 MANDATORY CHARTER REVIEW; AND ARTICLE I. SECTION 4 GENERAL POWERS OF TOWN; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; DIRECTING THE TOWN CLERK TO AMEND AND CODIFY THE TOWN CHARTER IN ACCORDANCE WITH THE ELECTION RESULTS AND THIS RESOLUTION; PROVIDING FOR INCLUSION INTO THE TOWN CHARTER AND CODE; PROVIDING FOR AN EFFECTIVE DATE.

C. Renewal of Voluntary Cooperation Mutual Aid Agreement with the South Florida Money Laundering Strike Force – David Allen, Chief of Police Page 116 - 155

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") APPROVING THE RENEWAL OF INTERLOCAL AGREEMENT FOR THE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND SOUTH FLORIDA LAW ENFORCEMENT AGENCIES AND PROVIDING FOR AN EFFECTIVE DATE.

D. Interlocal Agreement for NPDES Co-Permittee in Permit No. FLS000003-003 – Bill Evans, Public Works Director Page 156 - 169

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN ALL CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003-003 AND MIAMI-DAE COUNTY, AND ALSO BETWEEN ALL COPERMITTEES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS AND PROVIDING FOR AN EFFECTIVE DATE.

***E. Approve a Resolution Accepting a Run-off Election-- Roger M. Carlton, Town Manager Page 170 - 172**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ACCEPTING A SPECIAL RUN-OFF ELECTION IN ACCORDANCE WITH THE TOWN CHARTER; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

***F. Expenditure of Forfeiture Fund – David Allen, Police Chief Page 173 - 176**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2011/2012 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$15,000 FROM THE FORFEITURE FUND TO PURCHASE THIRTY FIREARMS FOR THE POLICE DEPARTMENT.

***G. Accepting Florida Municipal Insurance Trust (FMIT) Matching Funds Safety Grant – Tim Milian, Park and Recreations Director Page 177 - 180**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING A GRANT WITH THE FLORIDA MUNICIPAL INSURANCE TRUST (“FMIT”) FOR MATCHING FUNDS TO RESURFACE THE PARKS AND RECREATION COURTS AND SAFETY TRAINING FOR STAFF.

6. Good and Welfare (Set for approximately 8:15 p.m.)

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

7. Town Manager and Town Attorney Reports

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

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, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. Deferral of Certain Items if a Commissioner is Absent- Commissioner Marta Olchyk **Page 181 - 182**

***B. Public Information Campaign for Charter Amendment Election-** Roger M. Carlton, Town Manager **Page 183 - 184**

C. Report on PACE Program – Mayor Daniel Dietch **Page 185 - 188**

D. Resort Tax Audit Initial Summary – Duncan Tavares, TEDACS Director **Page 189 - 194**

E. Discussion Regarding Zero-Tolerance Policy for Bullying in Town and Community Facilities – Commissioner Michelle Kligman **Page 195 - 199**

10. Adjournment

Respectfully submitted,



Roger M. Carlton
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

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

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

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

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

RESOLUTION NO. 2012- ____

**A RESOLUTION OF THE TOWN COMMISSION
CONGRATULATING THE NORTH SHORE KIWANIS
CLUB ON THEIR 60TH ANNIVERSARY.**

WHEREAS, the North Shore Kiwanis Club was founded 60 years ago on July 10, 2012;
and

WHEREAS, the North Shore Kiwanis Club has provided Summer Camp Scholarships to
local children for more than 20 years; and

WHEREAS, the K-Kids and Builders Club at Ruth K. Broad Elementary School has
provided many opportunities for enrichment of this fine institution and its students; and

WHEREAS, the Annual Dog Show has provided an opportunity for residents to
showcase their pets and learn about responsible pet ownership; and

WHEREAS, the North Shore Kiwanis Club has supported the Police Athletic League,
Log Cabin Plant Nursery and Orphans Christmas Party at Ruth K. Broad Elementary;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF SURFSIDE, FLORIDA**, congratulates the North Shore Kiwanis Club on
their 60th Anniversary and expresses the appreciation of all the residents and visitors of our
community to the organization and its members for their extraordinary community service.

PASSED and ADOPTED on this 17th day of July, 2012.

Motion by _____, Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman _____

Commissioner Marta Olchyk _____

Vice Mayor Michael Karukin _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

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

Lynn M. Dannheisser, Town Attorney



Town of Surfside Commission Communication

Agenda Date: July 17, 2012

Subject: Scemla Variance, 8985 Bay Drive

Background: The property owner is requesting a side setback variance from the Town of Surfside Code for the property at 8985 Bay Drive. Section 90-45 of the Town of Surfside Code requires a minimum side setback of 10 percent of the frontage of the lot within the H30B zoning district. The existing single family home, built in 1948, has a five foot side setback, rather than the required 20.9 foot setback.

Summary: This segment of Bay Drive is irregular in shape. It lies between two perpendicular roads with 209.53 feet of frontage along the street, 184.23 feet on the south line of the property, 50 feet on the southeast side, 50.55 feet on the northeast side and 111.25 feet on the NE side adjacent 1116 90th Street. The house was not constructed parallel with Bay Drive but is offset at an angle. The front generally faces Bay Drive yet the garage generally faces the offset-angled intersection of Bay Drive and 90th Street. The side setback requirement creates a hardship on the property owner. The intention of this setback requirement is for larger setbacks based on lot frontage, which usually relate to the lot width. In the case of an irregular shaped lot, the lot width does not always equitably relate to the frontage. Requiring the single story addition to be built with a setback based on the frontage code requirement will create an architecturally inferior profile.

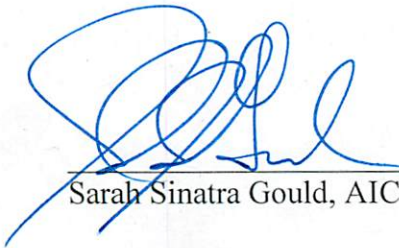
Budget Impact: This application was funded based on a cost recovery fee, therefore, the full cost of the review has been paid for by the applicant.

Staff Impact: N/A


Recommendation: The Planning and Zoning Board unanimously recommend approval of this application to the Town Commission at their May 31, 2012 meeting. Staff recommends that the Town Commission approve the variance application.

Exhibits

1. Staff report
2. Application
3. Site Plan



Sarah Sinatra Gould, AICP, Town Planner



Roger M. Carlton, Town Manager

MEMORANDUM

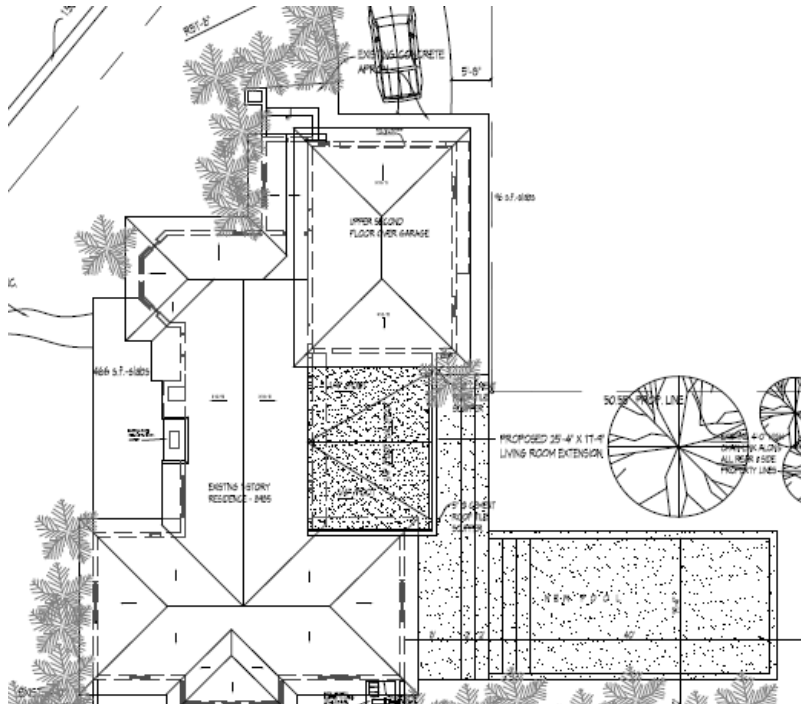
To: Town Commission
Thru: Roger M. Carlton, Town Manager
From: Sarah Sinatra Gould, AICP, Town Planner
CC: Lynn Dannheisser, Town Attorney
Date: June 12, 2012
Re: Scemla Variance, 8985 Bay Drive
Project #: 08-1763.11

The property owner is requesting a side setback variance from the Town of Surfside Code for the property at 8985 Bay Drive. The owner is proposing an interior or in-fill addition to their existing single family home. The property is located within the Residential Single Family 30B zoning district. The code requires the side setbacks to be ten (10%) percent of the street frontage of the lot or in this case 20.9 feet. The frontage of the subject lot is 209.53 feet, therefore the required side setback is 20.9 feet. The existing home has a five foot side setback and is therefore non-conforming.

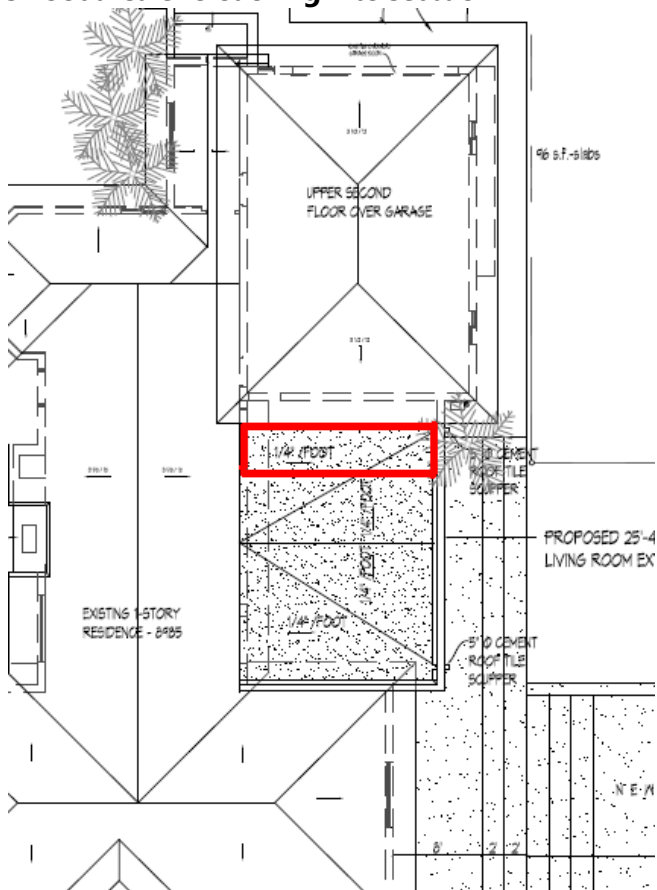
Location Map



Site Plan



5 Foot area encroaching into setback



Request

Section 90-45 of the Town of Surfside Code requires a minimum side setback of 10 percent of the frontage of the lot within the H30B zoning district. The existing single family home currently has a five foot side setback on the south and east sides. The applicant wishes to expand the living room by an addition of 25'4" x 17'9" which would still be within the wall planes of the existing house, therefore the applicant is requesting a 15.9 foot side setback variance on the east side. Only about 5 feet of the 25'4" length addition does not meet the side setback of 20.9 feet. While the addition does add area to the non conforming structure, because the addition is still set back further than the existing garage, the request does not result in any additional encroachments toward the neighboring properties.

Variance Criteria

(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

This segment of Bay Drive is irregular in shape. It lies between two perpendicular roads with 209.53 feet of frontage along the street, 184.23 feet on the south line of the property, 50 feet on the southeast side, 50.55 feet on the northeast side and 111.25 feet on the NE side adjacent 1116 90th Street. The house was not constructed parallel with Bay Drive but is offset at an angle. The front generally faces Bay Drive yet the garage generally faces the offset-angled intersection of Bay Drive and 90th Street. This property was developed in 1948 with the existing setbacks and after being vacant for some time is now ready for renovations which will be an improvement to the neighborhood over its existing condition.

(2) The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

The existing single family home, built around 1948 appears to have setbacks determined by the width of the lot, rather than the street frontage. It is unclear when the side setback requirements may have changed as this code requirement has been in place since 1960, and the home was constructed well prior to the original code adoption. The proposed project is an interior or infill addition that does not extend beyond the existing setback encroachments.

(3) Literal interpretation of the provisions of the Town Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Town Code and results in unnecessary and undue hardship on the applicant;

The side setback requirement creates an undue hardship on the property owner. The intention of this setback requirement is for larger setbacks based on lot frontage, which

usually relate to the lot width. In the case of an irregular shaped lot, the lot width does not always equitably relate to the frontage. Requiring the single story addition to be built with a setback based on the frontage code requirement will create an architecturally inferior profile. The proposed addition will be setback further than the existing garage, is architecturally consistent and does not increase the existing encroachment.

(4) The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code;

The hardship is a result of the home being constructed not parallel with Bay Drive on an irregular shaped lot in 1948. The structure and its proposed 400 foot addition is within scale for this lot and the block in which it is situated. Many of the lots in the immediate area have the 5 foot setbacks as the construction of these homes predate the current code requirements.

(5) An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

Granting of the variance is not intended to assist the applicant in achieving greater financial return, rather the applicant wishes to expand the home in which they plan to occupy for many years. The granting of the variance will allow the project to move forward with a more attractive and functional appearance while improving the look of the neighborhood, which has seen this house vacant for some time.

(6) Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

The granting of the variance is specific to the conditions within this lot. This is an irregular shaped lot that has varying angles off the main street frontage. The home was constructed in 1948 with setbacks based on the width of the lot, rather than the frontage of the lot.

(7) The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

The applicant is requesting to construct the infill addition within the existing first floor wall planes to provide structural integrity of the building and for architectural aesthetics.

(8) The requested variance is in harmony with the general intent and purpose of the Town of Surfside Comprehensive Plan and the Town Code, is not injurious to the neighborhood, or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

The proposed addition is generally consistent with the intent of the Comprehensive Plan and the Town of Surfside Code. The existing structure, as well as the proposed addition is compatible with the neighborhood. The proposed aesthetics of the home and the addition of substantial landscaping will not diminish or impair property values within the neighborhood.

Results

The Planning and Zoning Board unanimously recommend approval of the variance application for 8985 Bay Drive to the Town Commission at their May 31, 2012 meeting. Staff recommends that the Town Commission approve this application.



**TOWN OF SURFSIDE
GENERAL VARIANCE APPLICATION**

A complete submittal includes all items on the "Submission Checklist for General Variance Application" document as well as completing this application in full. The owner and agent must sign the application with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

<u>PROJECT INFORMATION</u>	
OWNER'S NAME	Sandra Scemba
PHONE / FAX	305-576-9101
AGENT'S NAME	Sandy Scemba
ADDRESS	8985 Bay Drive
PHONE / FAX	786-302-1414
PROPERTY ADDRESS	8985 Bay Drive Surfside FL 33154
ZONING CATEGORY	Residential Single family R-2
DESCRIPTION OF VARIANCE REQUESTED (please use separate sheet)	See Attached

<u>INTERNAL USE ONLY</u>	
Date Submitted _____	Project Number _____
Report Completed _____	Date _____
Comments _____	

<u>ZONING STANDARDS</u>	Required	Provided
Lot Coverage	MAX 40%	19%
Dimension of yards		50.55 X 50.00
Setbacks (F/R/S)	20, 20, 20	22.55, 30.55, 5
Parking	2	4
Loading	N/A	N/A
Pervious Area	40%	40%

	5/9/2012		5/9/2012
SIGNATURE OF OWNER	DATE	SIGNATURE OF AGENT	DATE

**General Variance Application
Written Narrative of request**

- 1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.**

The property, located at 8985 Bay drive Drive is on a irregular shaped lot that has 209.53' feet of frontage at the street 184.23 on south side, 50 feet on SE side, 50.55 feet on NE side, and 111.25 feet on NE side between (8985 Bay drive and 1116 90 street creating an extremely irregular shaped lot. The issue is that the code requires the setback of 20.9 feet. Nonetheless, the existing home has setbacks of 5 feet on the south side, an on the west side adjacent to the property 1116 90st. The requested variance would not go out any further than the existing home to the West.

- 2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property.**

The proposed project is a addition to a residence which follows the existing setbacks noted above. It appears that the existing setbacks of the 1948-built home had been determined by the width of the lot, rather than the frontage.

- 3. Literal interpretation of the provisions of the Town Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Town Code and results in unnecessary and undue hardship on the applicant.**

The current code creates an extraordinary hardship for property owners on the West side side of the property as it requires zoning that is much more stringent today then when the home was built then for all existing set back in all located within the radius. Currently all surrounding homes have a 5 foot side setbacks. New code which requires 20.9 setback are within the existing residence. The variance requested does not extended out any further then the existing home on the NW corner.

- 4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code.**

The proposed project is roughly a 400sqft addition in the rear of the property. Our goal was to design an addition in keeping with the existing structure, which now is very much at home within its powerful landscape. The addition would sustain the scale of the existing home, which is perfectly proportioned for the unique neighborhood, and at the same time enhance the neighborhood.

- 5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship.**

In this particular instance, there is absolutely no financial return for the owners but merely a lifestyle return. The dream of the young husband and wife is to move in and raise their three young children in the neighborhood once the renovation is complete. The existing structure has laid dormant for many years becoming an eyesore to the immediate neighbors. The potential for this home once the renovation is complete is the further beautification of the town.

- 6. Granting the variance application conveys the same treatment of the applicant as to the owner of other lands, buildings, or structures in the same zoning district.**

This is a repeat of the number 3 answer as it is as applicable to number 6. *The current code not only creates an extraordinary hardship for property owners on the north side of the Biscaya curve, but it creates an advantage for property owners on the south side of the curve.*

The current code creates an extraordinary hardship for property owners on the West side of the property as it requires zoning that is much more stringent for those particular sites than for those across the street. The current code creates an extraordinary hardship for property owners on the West side side of the property as it requires zoning that is much more stringent today then when the home was built then for all existing set back in all located within the radius. Currently all surrounding homes have a 5 foot side setbacks.

- 7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure.**

Applicant is requesting that the ground floor addition be in keeping with the existing structure for purposes of structural integrity and architectural aesthetics. In essence, it will enhance the neighborhood after being a vacant eyesore for some 10 years.

- 8. The requested variance is in harmony with the general intent and purpose of the Town of Surfside Comprehensive Plan and the Town Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.**

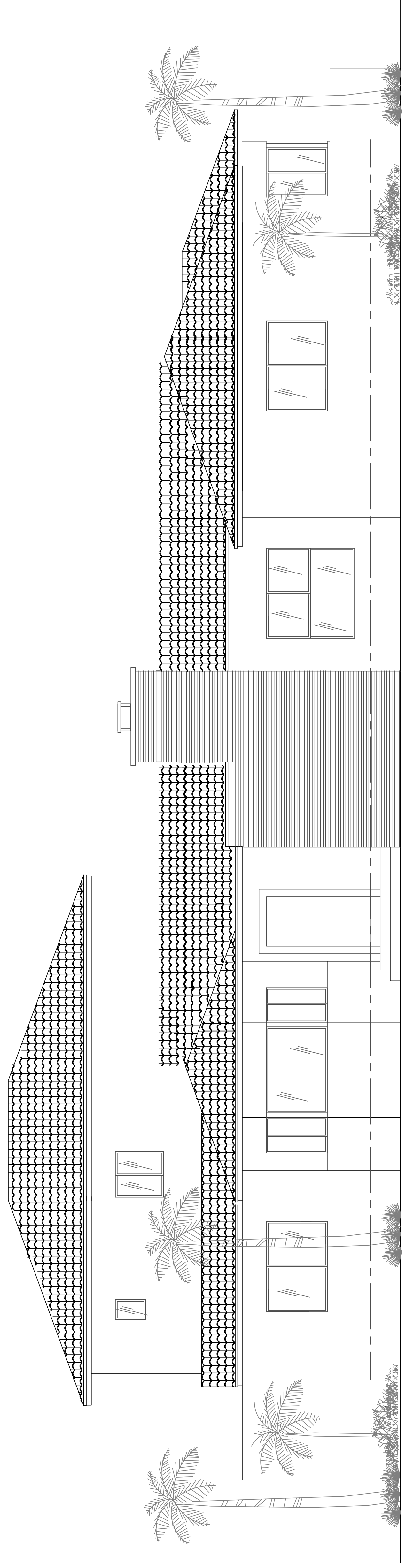
Our request fulfills all of the abovementioned statements.

Remodeling for **SCEMPLA RESIDENCE**

8985 Bay Drive
Surfside, Florida 33154

LJ Larry Johnston Architect
Architecture Interior Design Planning

15555 NE. 5th Court, Miami, Florida 33162
Florida Registration # AR0014302 Telephone 305 944 6966

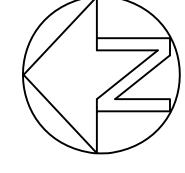
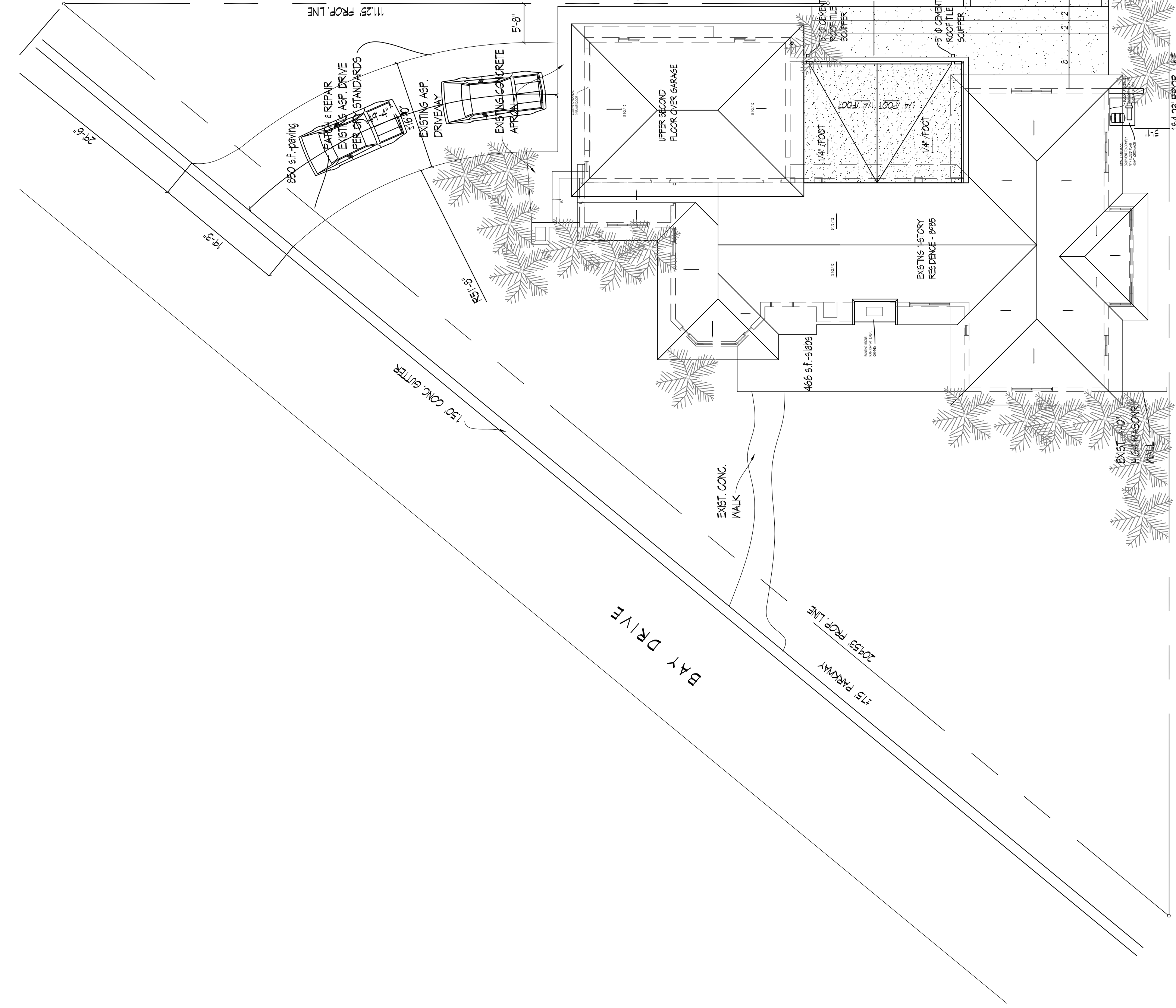


EAST ELEVATION

Scope of Work: Provide new additional expansion area at Living Room, with new roof system, install new HVAC ductwork connected to existing system, new lighting and receptacles and new flooring to match existing. Provide new pool and pool terrace eqt rear yard.

Schedule of Drawings

C-1.0	COVER SHEET
A-1.0	PROPOSED SITE PLANS
A-2.0	CONSTRUCTION PLAN, PARTIAL ROOF PLAN
A-3.0	BUILDING ELEVATIONS
A-4.0	PARTIAL H.V.A.C. PLAN & PARTIAL ELECTRICAL PLAN
A-5.0	BUILDING SECTION



SITE PLAN

SCALE: 1" = 10'-0"

LEGAL DESCRIPTION:

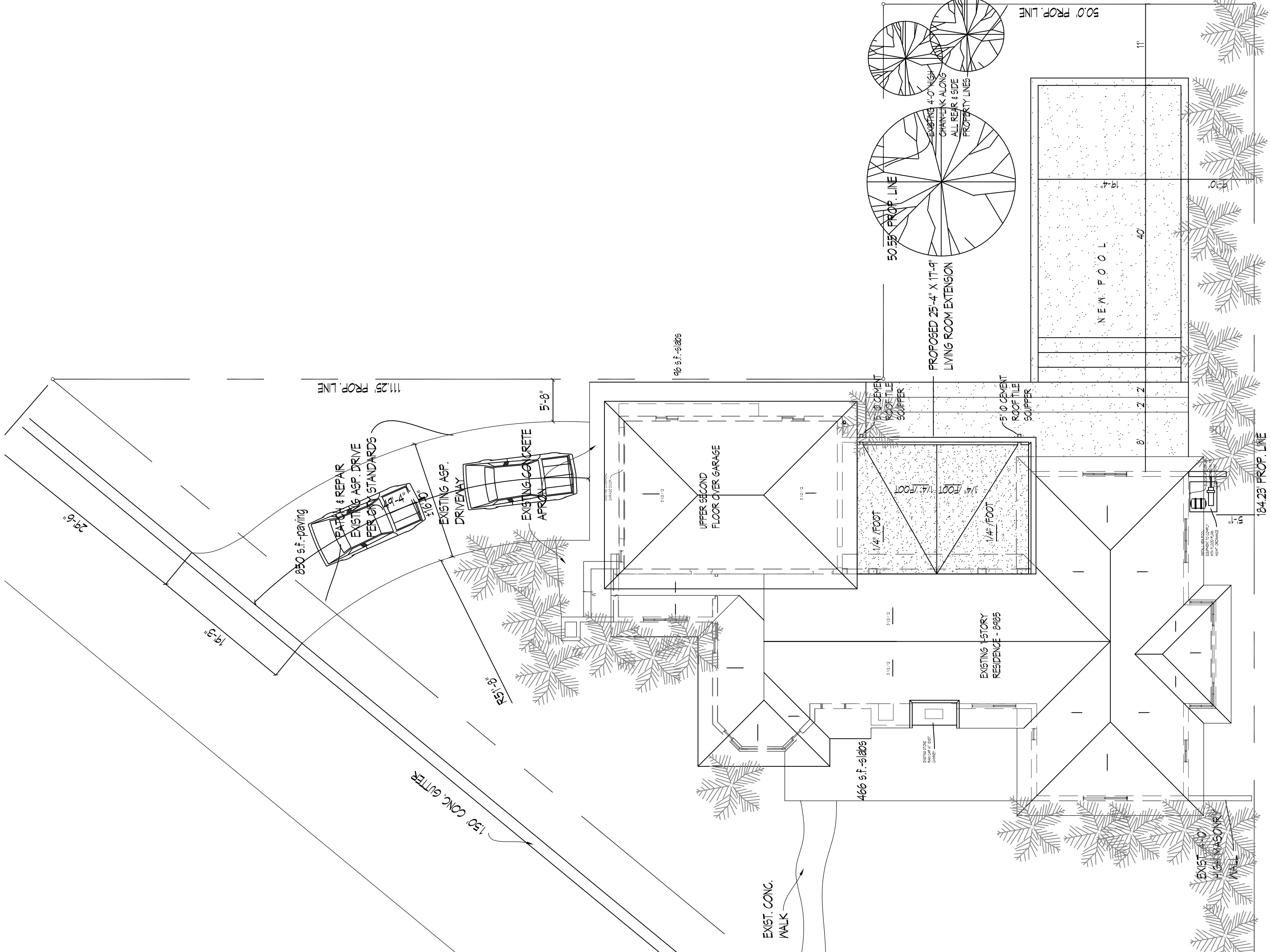
LOTS 1 AND 3, BLOCK 24, OF SECOND-AND-THIRD FLAT OF NORMANDY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16 AT PAGE 44, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLA.

SCOPE OF WORK:

PROVIDE NEW LIVING ROOM EXTENSION WITH NEW PATIO AND STEPS LEADING INTO A NEW SWIMMING POOL. ADDITION WILL HAVE A FLAT ROOF THAT IS NOT VISIBLE FROM THE STREET FRONTAGE AND DOES PROTRUDE ABOVE ADJACENT FITCHED ROOFS SURROUNDING THE ADDITION. NEW A/C CONNECTIONS TO THE EXISTING A/C SYSTEM AND NEW ELECTRICAL DEVICES CONNECTED TO THE EXISTING ELECTRICAL SERVICE.

DESIGN CRITERIA:

GOVERNING BUILDING CODE: 2010 FLORIDA BUILDING CODE, WIND LOADING AS PER ASCE-7-05 FOR V: B6 W/FH CATEGORY: II I: 10, EXPOSURE: C
WORK SHALL CONFORM TO 2010 FLORIDA BUILDING CODE, EXISTING BUILDING ALTERATION LEVEL 2 AND 2011 NEC



ZONING LEGEND
Single Family Residential

ZONING: H30A & H30B (SINGLE FAMILY)
UPPER STORY FLOOR AREA IS LESS THAN 50% OF FIRST STORY FLOOR AREA

ZONING LEGEND

TOTAL LOT AREA 13,321 S.F.

FOOTPRINT % ALLOWED:

MAX. ALLOWED: 40%
EXISTING: 19%
PROPOSED ADDITION: 4%
TOTAL FOOTPRINT PROPOSED: 23%

SETBACKS

PRIMARY FRONTAGE: MIN. 20 FT.
INTERIOR SIDE (LOTS EQUAL TO OR LESS THAN 50 FT. IN WIDTH): MIN. 5 FT.
REAR: MIN. 20 FT.
UPPER STORY OR WALL PLANS GREATER THAN 1ST IN HEIGHT: MIN. 5 FT.
INTERIOR SIDE (LOTS EQUAL TO OR LESS THAN 50 FT. IN WIDTH): MIN. 5 FT.
PROPOSED LIVING ROOM EXTENSION SETS BACK 4'-10" FROM SIDE PROPERTY LINE AND IS LESS THAN 15'-0" IN HEIGHT

GREEN AREA % REQUIRED:

MINIMUM PERVIOUS AREA: 35%
EXISTING: 65%
TOTAL PROPOSED: 55%

PARKING PROVIDED

EXISTING:
2 SPACES @ DRIVEWAY + 2 SPACES IN GARAGE

L Larry Johnston Architect
15555 NE 5th Court, Miami, Florida 33162
Florida Registration # ARCO14302 Telephone 305 444 6966



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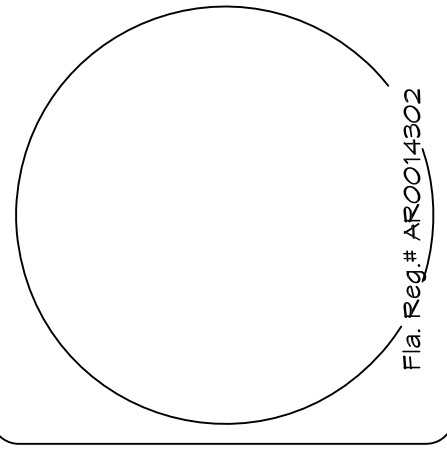
JOB NUMBER
20128985

REVISIONS	DATE	DESCRIPTION
1	4/2/2012	SITE PLAN SUBMITTAL

SCALE: AS NOTED
PLOT:
DRAWN: C.A.J.
CHECKED: L.J.
DATE: FEB 24, 2012

SCEMLA RESIDENCE
RESIDENCE REMODELING FOR
8905 BAY DRIVE
SURFSIDE, FL 33154

A-1.0



File Reg.# ARCO14302

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JOB NUMBER
20128985

REVISIONS

NO.	DESCRIPTION

SCALE AS NOTED

PLOT:

DRWN: CAJ

CHECKED: L.L.

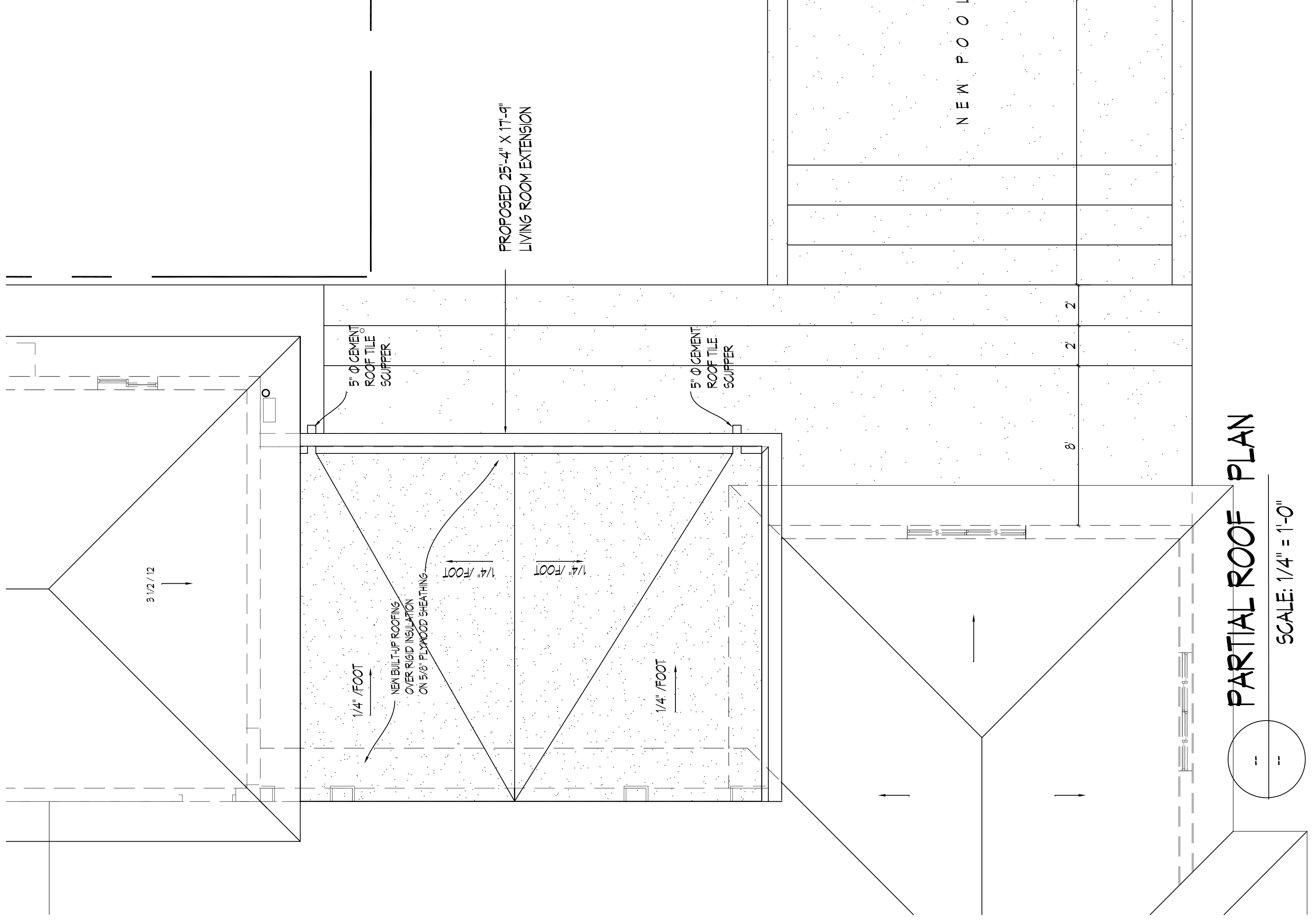
DATE: FEB 24, 2012

SCEMLA RESIDENCE

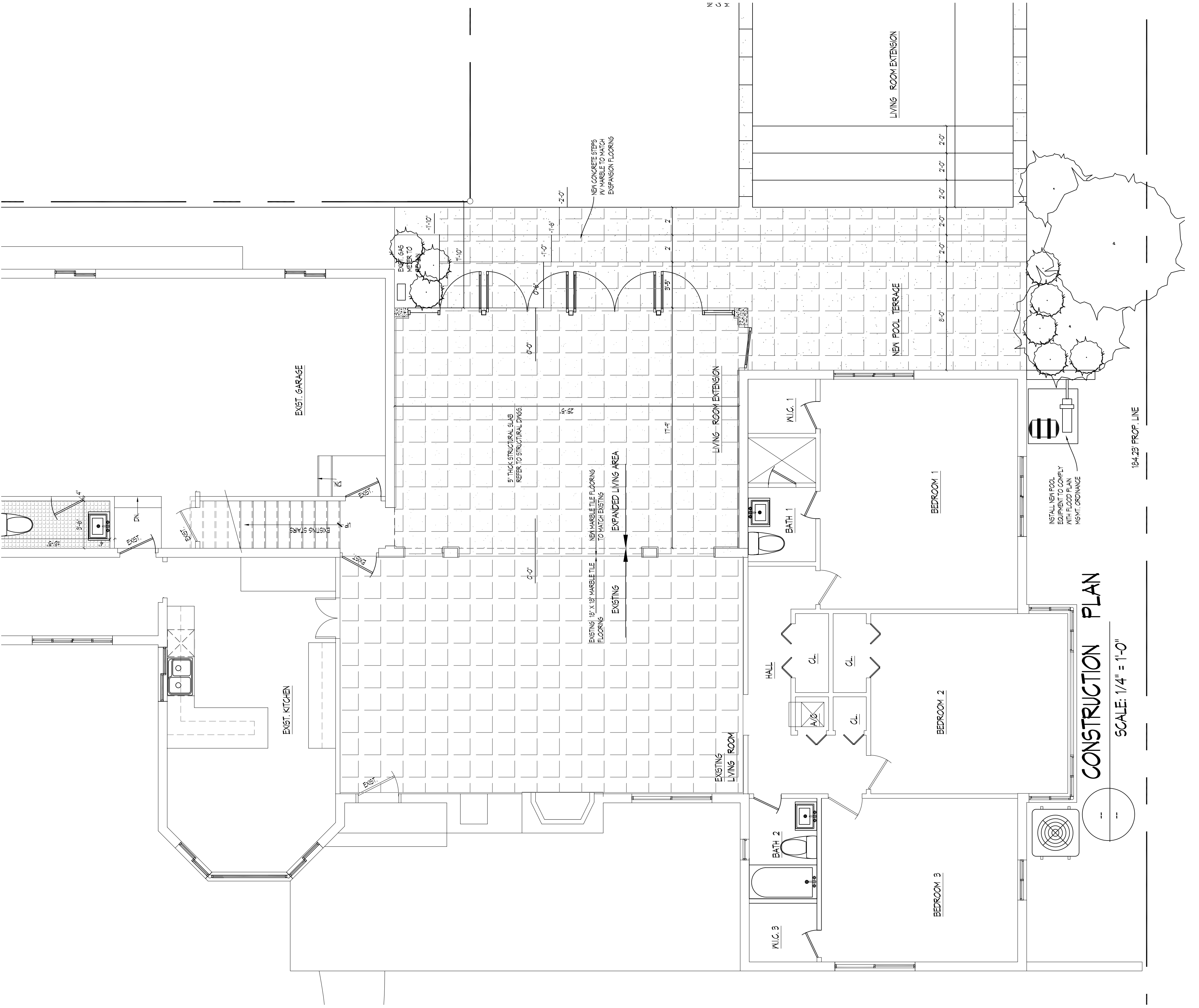
RESIDENCE REMODELING FOR

8985 BAY DRIVE
 SURFSIDE, FL 33154

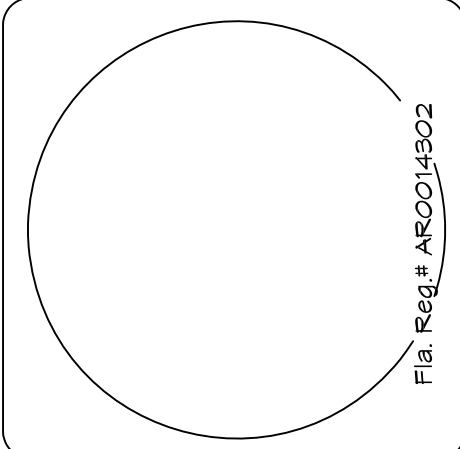
A-2.0



PARTIAL ROOF PLAN
 SCALE: 1/4" = 1'-0"



CONSTRUCTION PLAN
 SCALE: 1/4" = 1'-0"



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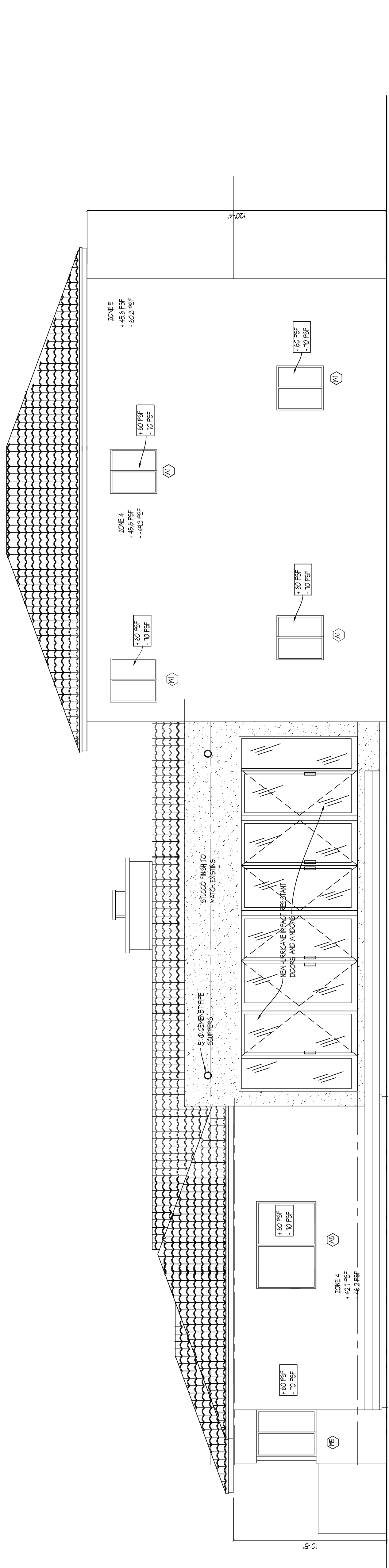
JOB NUMBER
20128985

REVISIONS
 A 4/2/2012 SITE PLAN SUBMITTAL

SCALE: AS NOTED
 PLOT:
 DRAWN: CAJ
 CHECKED: LLJ
 DATE: FEB 24, 2012

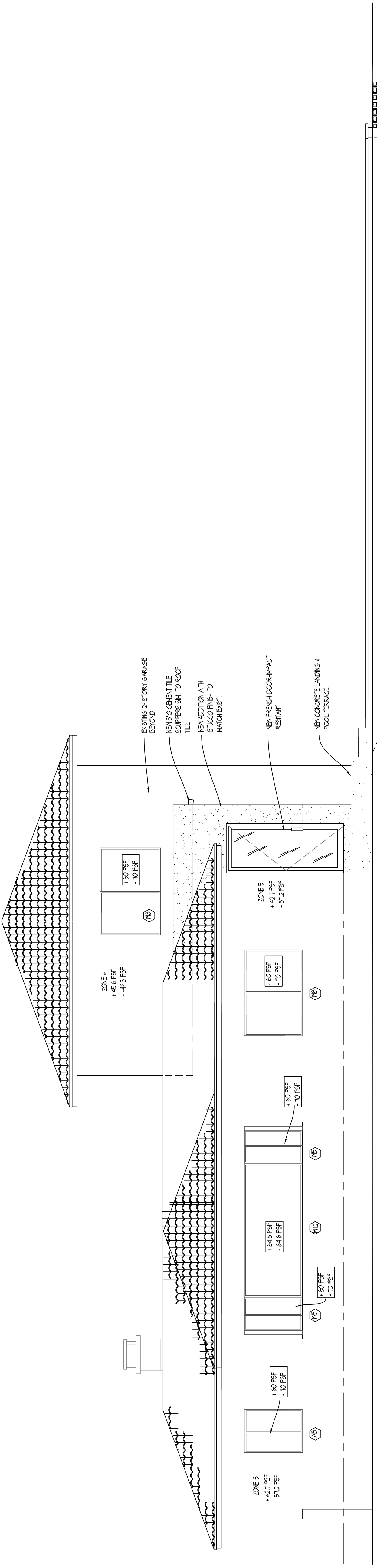
RESIDENCE REMODELING FOR
SCENLA RESIDENCE
 8985 BAY DRIVE
 SURFSIDE, FL 33154

A-3.0



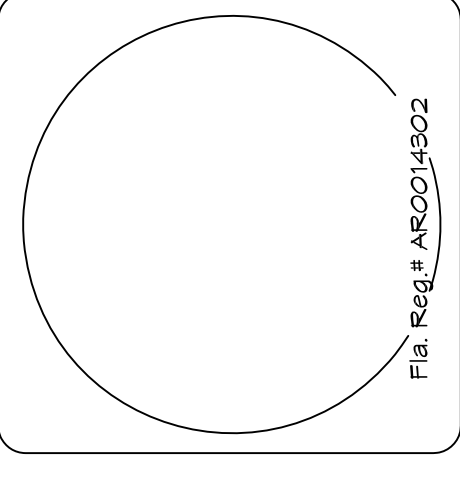
WEST ELEVATION

SCALE: 1/4" = 1'-0"



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



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JOB NUMBER
20128985

REVISIONS

NO.	DESCRIPTION

SCALE: AS NOTED

PLOT:

DRAWN: GAI

CHECKED: LLJ

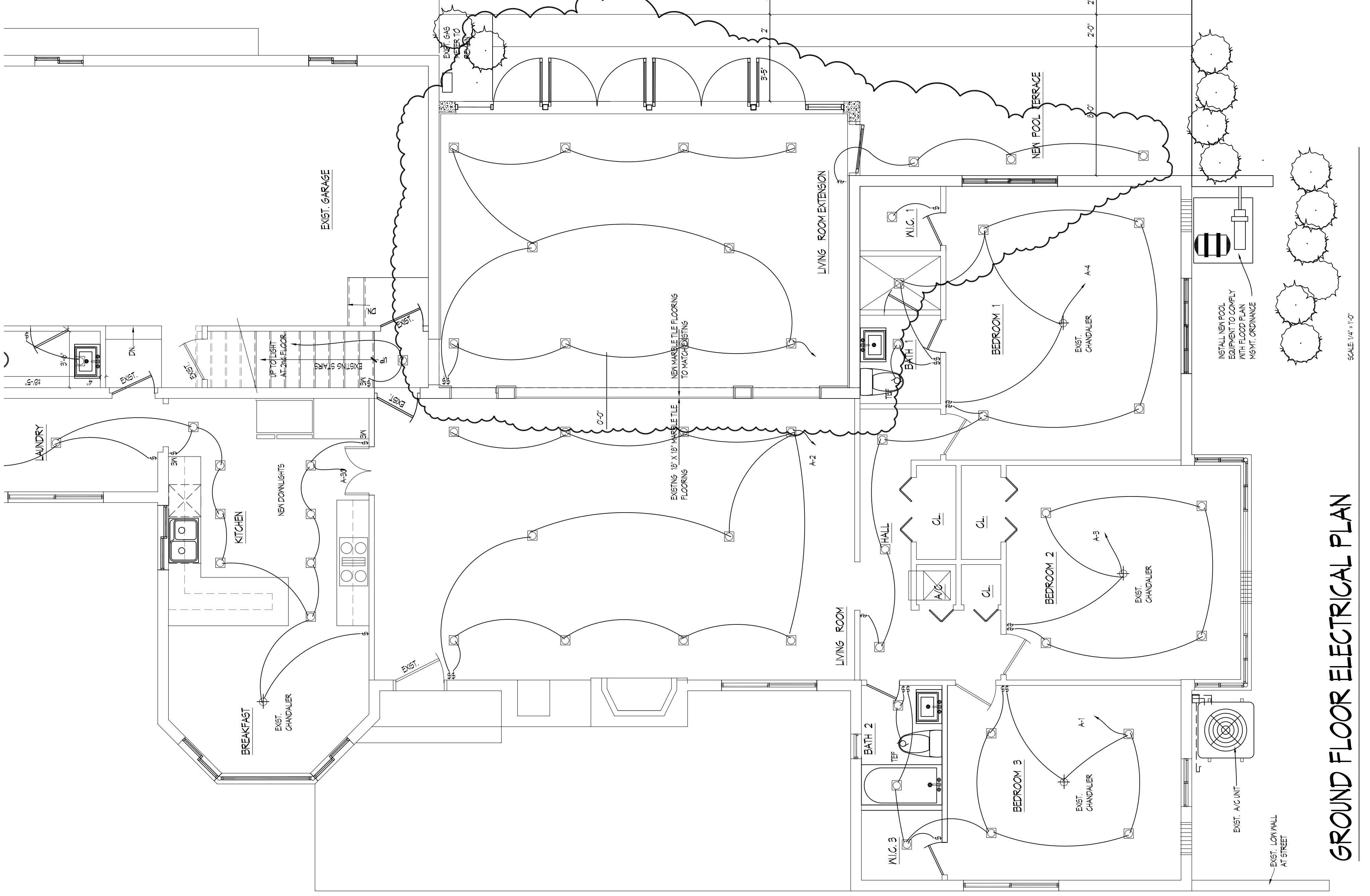
DATE: FEB. 24, 2012

8925 BAY DRIVE
 SURFSIDE, FL 33154

SCENLA RESIDENCE

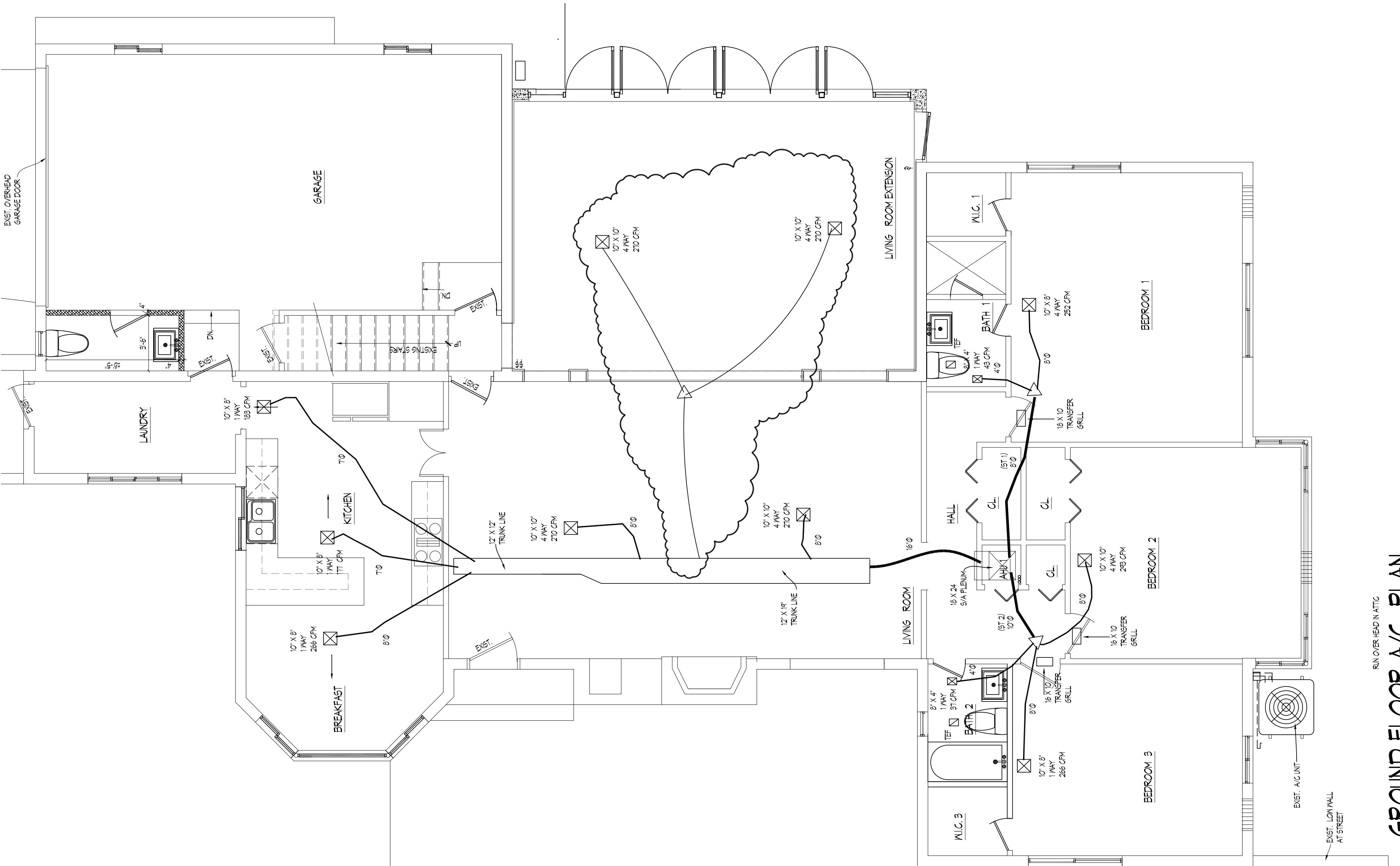
RESIDENCE REMODELING FOR

A-4.0



GROUND FLOOR ELECTRICAL PLAN

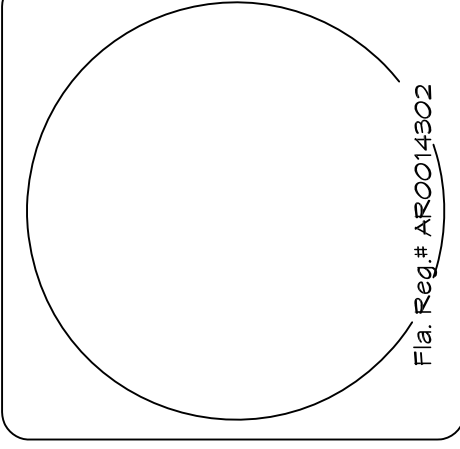
SCALE: 1/4" = 1'-0"



GROUND FLOOR A/C PLAN

RUN OVER HEAD IN ATTIC

SCALE: 1/4" = 1'-0"



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JOB NUMBER
20128985

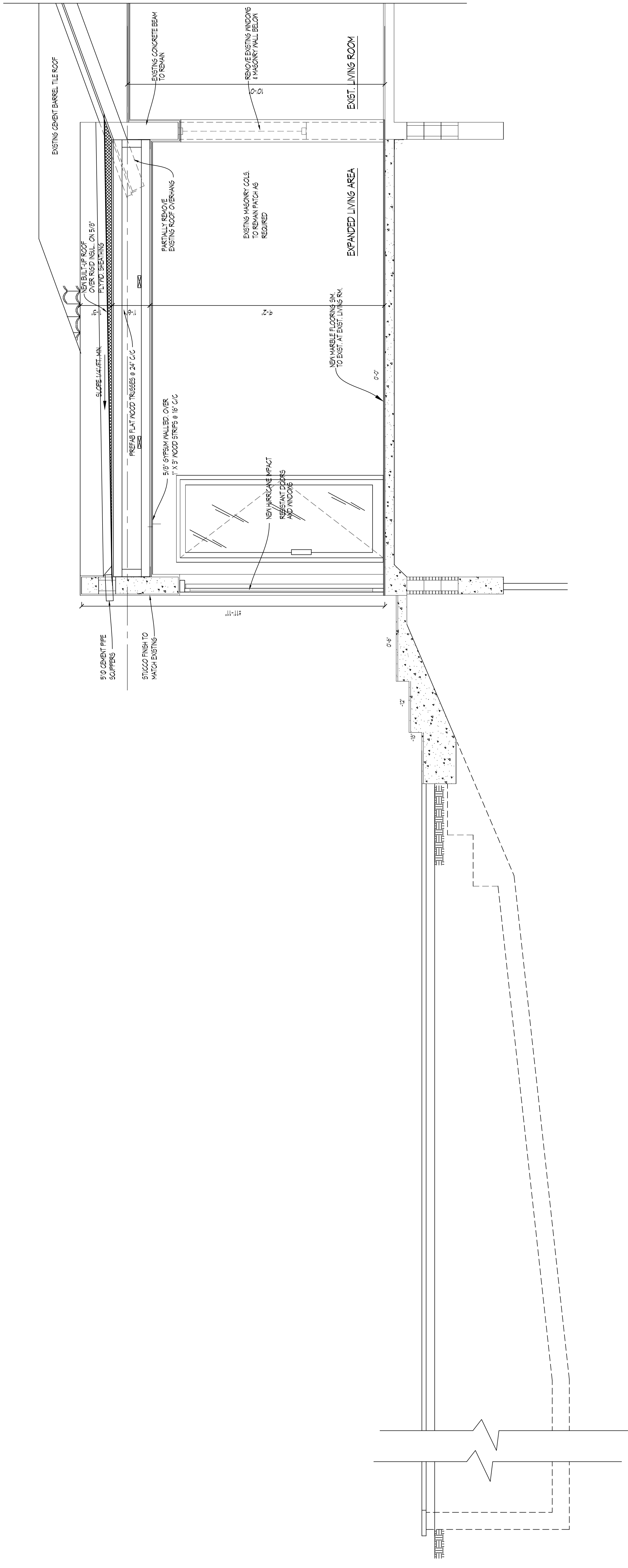
REVISIONS

A	4/2/2012	

SCALE: AS NOTED
 PLOT:
 DRAWN: CAJ
 CHECKED: LJJ
 DATE: FEB. 24, 2012

SCEMLA RESIDENCE
 RESIDENCE REMODELING FOR
 8985 BAY DRIVE
 SURFSIDE, FL 33154

A-5.0



BUILDING SECTION
 SCALE: 1/2" = 1'-0"

RESOLUTION NO. 2012-Z- ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONSIDERING THE APPLICATION OF 8985 BAY DRIVE, TO PERMIT A SIDE SETBACK VARIANCE FROM SECTION 90-45 OF THE CODE OF ORDINANCES TO ALLOW A 15.9 FOOT SIDE SETBACK VARIANCE ON THE EAST SIDE OF THE PROPERTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 90-45 of the Town of Surfside Code requires a minimum side setback of 10 percent of the frontage of the lot within the H-30 B zoning district; and

WHEREAS, the property is located within the Residential Single Family 30B zoning district; and

WHEREAS, the code requires the side setbacks to be ten (10%) percent of the street frontage of the lot or in this case 20.9 feet; and

WHEREAS, the applicant is proposing an interior or in-fill addition to their existing single family home and has applied for a variance from of the Code to expand the living room by an addition of 25'4" x 17'9' which would still be within the wall planes of the existing house; and

WHEREAS, the existing single family home currently has a five foot side setback on the south and east sides and the applicant is requesting a 15.9 foot side setback variance on the east side; and

WHEREAS, approximately 5 feet of the 25'4' length addition does not meet the side setback of 20.9 feet; and

WHEREAS, the addition is still set back further than the existing garage and the request does not result in any additional encroachments toward the neighboring properties; and

WHEREAS, Section 90-36 of the Code of Ordinances provides for variance application and review of whether the Applicant meets the following criteria:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;
- (2) The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;
- (3) Literal interpretation of the provisions of the Town Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Town Code and results in unnecessary and undue hardship on the applicant;
- (4) The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code;
- (5) An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;
- (6) Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;
- (7) The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and
- (8) The requested variance is in harmony with the general intent and purpose of the Town of Surfside Comprehensive Plan and the Town Code, is not injurious to the neighborhood, or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood; and

WHEREAS, the Planning and Zoning Board reviewed the application on May 31, 2012 and unanimously recommended approval of the application to the Town Commission and the Town Planner recommends approval of the variance request.

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

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

Section 2. **Request Granted.** That the Town Commission finds the requested variance from the minimum setback requirement of Section 90-45 of the Code of Ordinances meets the criteria set forth above.

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

PASSED and **ADOPTED** on this ____ day of _____, 2012

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION


Commissioner Michelle Kligman _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa
Town Clerk

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



Lynn M. Dannheisser, Town Attorney

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI- DADE)

I, Sandra Novoa Town Clerk of the Town of Surfside, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 12-Z-___ adopted by the Town Commission at its meeting held on the ___ day of ____, 2012.

Issued: _____

Sandra Novoa
Town Clerk



**Town of Surfside
Town Commission Meeting
MINUTES
June 12, 2012
7 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:03pm.

B. Roll Call of Members

Recording Clerk Sarah Johnston called the roll with the following members present: Mayor Dietch, Vice Mayor Karukin, Commissioner Lisbon, Commissioner Kligman, and Commissioner Olchyk.

C. Pledge of Allegiance

Chief of Police David Allen led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Olchyk made a statement about Commissioner Lisbon's resignation. She expressed disappointment about the work and cost involved to the Town as a result of the resignation. Commissioner Lisbon responded to Commissioner Olchyk's comments. He stated that she was not aware of things impacting his decision and indicated that she should have contacted him prior to making the statement. He explained the reasoning behind his decision to resign.

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

Vice-Mayor Karukin linked agenda item 9B and 5C.

Town Attorney Lynn M. Dannheisser announced an Executive Session to discuss labor negotiations on Tuesday, July 10 at 7pm.

Commissioner Olchyk made a motion for the previous month's agenda item (relating to the Town Manager's compensation) to be discussed for reconsideration, Commissioner Kligman seconded the motion. Commissioner Olchyk and Commissioner Kligman voted in favor and Commissioner Lisbon, Vice-Mayor Karukin, and Mayor Dietch voted in opposition. The motion failed.

**see additional related discussion under agenda item 5C.*

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch stated the Community Center one-year anniversary party was to be held on June 16, 2012 and there was a budget workshop on June 19, 2012. He said there were many other community activities in June and these were listed in the Surfside Gazette and on the Town website.

** The below item was announced after agenda item II.*

Mayor Dietch reminded senior citizens about reapplying for a property tax exemption.

***G. Introduction of New Finance Director, Donald “Don” Nelson, C.P.A. - Roger M. Carlton, Town Manager Page 1 – 4**

Town Manager Roger M. Carlton introduced Don Nelson, the recently hired Finance Director. Don Nelson introduced himself and reviewed his background, education, and experience.

***H. Relay for Life Presentation – Janey Mayville, Community Representative (SET FOR TIME CERTAIN 7:15PM)**

Emily Marquez from the American Cancer Society thanked the Commission for the help in raising \$55,000 and specifically thanked the Honorary Co-Chair, Roger M. Carlton.

Janey Mayville presented the Town and Roger M. Carlton with an award for their contribution.

Roger M. Carlton expressed appreciation for the extra work from Yamileth Slate-McCloud, Chief David Allen, former Asst. Police Chief John DiCenso, and Bal Harbour Chief Thomas Hunker.

Mayor Dietch also thanked former Vice-Mayor Graubart for his work.

***I. Exemplary Surfside Student Awards and Certificates Presentation – Mayor Daniel Dietch (SET FOR TIME CERTAIN 7:20PM)**

Mayor Dietch announced the certificate recipients, Alejandro Veguilla and Elisa Zambrano, and the scholarships winners, Maya Sperkacz, Samantha Stella, and Ricardo Zambrano.

***J. Miami Beach Collins Avenue/Indian Creek Project Presentation – James Bennett, Project Administrator for the Florida Department of Transportation (SET FOR TIME CERTAIN 7:30 PM) Note: Mayor and Members of the Village of Bal Harbour and the Town of Bay Harbor Islands Commission have been invited.**

Heather Leslie with the Florida Department of Transportation (FDOT) presented a fact sheet to the Commission and explained the upcoming project.

Vice-Mayor Karukin asked questions about the impact of the project.

Resident, Louis Cohen 9341 Collins Avenue asked if they could attempt to do the construction during non-peak hours.

Heather Leslie responded that FDOT tries to minimize the evening work because of previous complaints, work hours are from 9:30am until around 6:00pm.

Bill Evans spoke about the project and the impact on the Town.

2. Quasi-Judicial Hearings

- A. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONSIDERING THE APPLICATION OF 8985 BAY DRIVE, TO PERMIT A SIDE SETBACK VARIANCE FROM SECTION 90-45 OF THE CODE OF ORDINANCES TO ALLOW A 15.9 FOOT SIDE SETBACK VARIANCE ON THE EAST SIDE OF THE PROPERTY AND PROVIDING FOR AN EFFECTIVE DATE. (There is a request for deferral of this item for the July 2012 Town Commission Meeting)**

This item has been deferred to a date certain of July 17, 2012.

Commissioner Kligman made a motion to defer until July 17, 2012 and Commissioner Lisbon seconded the motion. All members present voted in favor.

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

Vice-Mayor Karukin made a motion to approve the Consent Agenda less the items that were pulled, Commissioner Kligman seconded the motion. All members present voted in favor.

***A. Minutes - May 8, 2012 – Regular Commission Meeting Page 5 – 13**

B. Budget to Actual Summary as of March 31, 2012 – Roger M. Carlton, Town Manager Page 13 – 15

***C. Town Manager’s Report (Points of Light) – Roger M. Carlton, Town Manager Page 16 – 67**

**The items below were pulled from the consent agenda.*

Item 3 – Commissioner Olchyk pulled this item from the Consent Agenda and asked who is in charge of monitoring the grant money the Town received. Town Manager Roger M. Carlton responded that Chief Allen has been in charge of the program (grant money included) and indicated the money is for trapping, neutering, and releasing the feral cats. Vice-Mayor Karukin thanked Adam Markow for preparing the grant application.

Item 4 – Commissioner Olchyk pulled this item from the Consent Agenda and expressed concern with the idea of hiring additional staff to ensure enforcement of short-term rental violations.

Item 8 – Commissioner Kligman pulled this item from the Consent Agenda and asked if this lease would affect the Town’s ability to make improvements to that area. Town Manager Roger M. Carlton responded that the lease agreement will not impact that area and asked that if Commissioner Kligman has ideas for the agreement and program to bring them to his attention so they may be included. Mayor Dietch expressed concern with the beach chairs being stacked on the beach. Town Manager Roger M. Carlton stated that Miami-Dade County is not happy with the chairs being there and explained that they have dealt with this issue in Sunny Isles and Miami Beach. He said that the underlying lease is between Miami-Dade County and the State of Florida, as a result the progress on this item is slower than he would like.

Item 17 - Commissioner Olchyk pulled this item from the Consent Agenda and voiced opposition to spending money on the dog park. She asked how many residents signed up to work on this project and asked if the Commission will be reviewing the money spent on the project. Mayor Dietch stated there is a resident spearheading the effort and there are dozens of residents who have expressed interest in volunteering. Mayor Dietch explained the money spent would be a policy discussion for the Commission at the budget hearing.

Item 23 – Commissioner Olchyk pulled this item from the Consent Agenda and asked about the Jewish Community Services agreement. Town Manager Roger M. Carlton responded about what is included in the agreement, explained the process, and stated that there is no cost to the Town.

Item 33 – Commissioner Kligman pulled this item from the Consent Agenda and asked Town Manager Roger M. Carlton to explain this item. Town Manager Roger M. Carlton responded and went over the current water and sewer billing process and reasoning behind the Town changing over to the process indicated in the Points of Light. He indicated there were public

notices and four meetings prior to this item being voted on by the Commission. Mayor Dietch asked how the rates compare between the current rate and the upcoming change. Town Manager Roger M. Carlton responded that the rate is not increasing.

Item 38 – Commissioner Olchyk pulled this item from the Consent Agenda and expressed concern about the cost of the imaging of documents. She also asked why the project is behind schedule. Town Manager Roger M. Carlton indicated that the amount of work was more than anticipated and staff has been diligently working to complete this project. He said the Town was told there were 400 boxes in storage and it turned out that there were 700 boxes. Paul Gioia discussed the progress that has been made scanning the Building Department documents.

Vice-Mayor Karukin made a motion to approve, Commissioner Olchyk seconded the motion. All members present voted in favor.

***D. Town Attorney's Report** – Lynn M. Dannheisser, Town Attorney **Page 68 – 73**

***E. Projects Progress Report** – Calvin, Giordano and Associates, Inc. **Page 74 - 76**

4. Ordinances

(Set for approximately 8:00 p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Readings (Ordinances and Public Hearing)

***1. Amending Section 2-176 Service Retirement Allowance and Clarify the Normal Retirement Date for Members who are Police Officers– Roger M. Carlton, Town Manager Page 77 - 82**

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF SURFSIDE; RELATING TO THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176 OF THE CODE TO CLARIFY THE NORMAL RETIREMENT DATE FOR POLICE OFFICERS UNDER THE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

[This ordinance amends Section 2-176 of the Town Code to further clarify the normal retirement date for police officers in the retirement plan.]

Vice-Mayor Karukin made a motion, Commissioner Lisbon seconded the motion. All members present voted in favor.

Town Manager Roger M. Carlton stated that as a result of the previous policy a single employee who had been hired close to 62 years of age and retired in less than 5 years of employment. He stated that this proposed policy change would eliminate this problem.

B. First Readings Ordinances

***1. FY12 Capital Improvement Element Update – Sarah Sinatra,
Town Planner Page 83 - 92**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE COMPREHENSIVE PLAN AND AN EFFECTIVE DATE.

[This ordinance updates the Capital Improvement Element per Florida Statutes, which require local governments to annually update the Capital Improvements Element contained in their Comprehensive Plans.]

Town Planner Sarah Sinatra introduced this item and explained the process and the updates.

Vice-Mayor Karukin made a motion, Commissioner Kligman seconded the motion. All members present voted in favor.

Commissioner Kligman asked if all of the programs are fully funded. Town Manager Roger M. Carlton responded affirmatively.

Mayor Dietch asked about the traffic management program from the gas tax proceeds, Town Manager Roger M. Carlton responded that the Town may not need that amount but he will provide a more detailed response in a memorandum.

**See agenda item 6 for discussion before the below agenda item was heard.*

5. Resolutions and Proclamations

(Set for approximately 8:40 p.m.) (Note: Depends upon length of Good and Welfare)

***A. Charter Review Ballot Questions - Lynn Dannheisser, Town Attorney Page 93 - 137**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CHARTER TO PROVIDE REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; PROVIDING FOR COPIES OF THE CHARTER AMENDMENT TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR INCLUSION IN THE CHARTER; TO ACCEPT THOSE CHARTER PROVISIONS SET FORTH IN SAID CHAPTER AND ONLY THOSE APPROVED BY A

MAJORITY OF THE VOTERS ON NOVEMBER 6, 2012 ACCORDING TO OFFICIAL RESULTS; TO AMEND THE TOWN CHARTER TO ADD A PREAMBLE AND CITIZEN'S BILL OF RIGHTS; AMENDING ARTICLE VI. SECTION 105 GENERAL AND SPECIAL ELECTIONS OF COMMISSION MEMBERS; ARTICLE IX. SECTION 128 MANDATORY CHARTER REVIEW; ARTICLE I. SECTION 4 GENERAL POWERS OF TOWN; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; DIRECTING THE TOWN CLERK TO AMEND THE TOWN CHARTER IN ACCORDANCE WITH THE ELECTION RESULTS AND THIS RESOLUTION; PROVIDING FOR INCLUSION INTO THE TOWN CHARTER AND CODE; PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Lynn M. Dannheisser introduced this item and explained the reasoning behind this resolution.

Town Manager Roger M. Carlton spoke to the provision on page 98, section 13(c) (Citizens Bill of Rights) and asked that the item be removed based upon negative implications with how the item is currently drafted. He also identified a scrivener's error (the word reasonable appeared twice) in the document that needs to be corrected.

Vice-Mayor Karukin asked that the candidacy provision in section 105 be clarified as amended.

Mayor Dietch asked how this provision would apply to Mayoral elections because the candidates running for office must identify whether they are running for the Mayoral seat or for a Commission seat. He asked how the provision would apply if, for example, ten candidates ran for office and no candidates elected to run for the Mayor's seat.

Town Attorney Lynn M. Dannheisser stated that she would like to add some clarification language to section 105 considering that scenario.

Ken Arnold, 9309 Dickens Avenue, asked if the election process vote be separate from the charter change vote.

Vice-Mayor Karukin, Mayor Dietch, and Commissioner Kligman asked that this item go on the for the November Election ballot because of the higher voter turnout.

Mayor Dietch said that he would like to have a program implemented to educate the electorate on the proposed amendments.

Vice-Mayor Karukin made a motion to approve subject to, deleting the bracketed provision of section 13c, correcting the scrivener's error, including revisions and additional consideration on section 105 b, directing the Town Manager and Town Attorney developing a plan to inform the public, and to place on the November 2012 ballot. Commissioner Kligman seconded the motion. All members present voted in favor.

***B. Acceptance of Commissioner Lisbon Resignation and Scheduling of Special Election – Lynn Dannheisser, Town Attorney Page 138 - 147**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ACCEPTING COMMISSIONER LISBON'S RESIGNATION FROM OFFICE AND SCHEDULING A SPECIAL ELECTION IN ACCORDANCE WITH THE TOWN CHARTER; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Lynn M. Dannheisser introduced this item. She explained why the tendered resignation would be effective at the conclusion of the Commission meeting.

Vice-Mayor Karukin made a motion to accept the resignation and hold the election on August 28, 2012, Commissioner Kligman seconded the motion. All members present voted in favor.

***C. Final Appointment of Planning & Zoning Board/Design Review Board Members – Lynn Dannheisser, Town Attorney Page 148 - 152**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING MEMBERS OF THE TOWN PLANNING AND ZONING BOARD AND DESIGN REVIEW BOARD; PROVIDING FOR IMPLEMENTATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Lynn M. Dannheisser introduced this item.

Commissioner Kligman explained the difficulty in meeting the qualification requirements, as they currently exist, for appointing members to the Planning and Zoning and Design Review Boards. She requested the ordinance be amended to expand the permitted qualifications for the Planning and Zoning

The Commission requested that Town Attorney Lynn M. Dannheisser present [to Planning and Zoning and Design Review Board] an amended ordinance adding a licensed attorney to the permitted qualifications and, as an alternative, condense both functions into the Planning and Zoning Board for their feedback.

**This was linked to item 9B*

Commissioner Kligman appointed Eli Tourgeman to the Tourist Board. Commission Olchyk appointed Norma Peron to the Personal Appeals Board, Arnold Notkin to the Parks and Recreation Committee, and Barbara McLaughlin to the Tourist Board.

Vice-Mayor Karukin asked that a notation on page 234 referencing a pending appointment be corrected as no such appointment was pending.

Commissioner Kligman asked for permission to modify the minutes to reflect her vote in opposition to the item appearing on page 11 (referencing landscaping) and Vice-Mayor Karukin's amendment.

Commissioner Olchyk asked why Commissioner Kligman was allowed to have minutes discussed and she could not discuss the vote on the Town Manager's compensation approved at the May Commission Meeting. She clarified she just wanted to discuss the item not to have the item re-considered.

Town Attorney Lynn M. Dannheisser responded that when she previously requested the item to be placed on the agenda for re-consideration the item failed in a 3-2 vote in opposition to having the item placed on the agenda.

Mayor Dietch and the Commissioners granted Commissioner Olchyk an opportunity to speak on the issue of the Town Manager's compensation. Commissioner Olchyk expressed concern with the item appearing on the agenda during a month when she was unable to attend the Commission meeting.

**see additional related discussion under agenda item 1E.*

D. Wayfinding Signage Project – Duncan Tavares, TEDACS Director Page 153 - 179

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED BID TO DON BELL SIGNS, LLC IN AN AMOUNT NOT TO EXCEED \$96,820.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE REQUIRED CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Duncan Tavares presented this item and showed a presentation of the proposed signs.

Commissioner Lisbon made a motion, Vice-Mayor Karukin seconded the motion. All members present voted in favor.

Vice-Mayor Karukin asked about a parking sign blocking the line of sight. Town Manager Roger M. Carlton responded and said they will look at changing the angle of the sign to prevent this problem.

As a result of Commissioner Kligman's request regarding the breakdown of the money spent the vote was deferred until later in the meeting.

**see the discussion after agenda item 5E.*

E. Proposed Bifurcation of Commission Meetings - Lynn Dannheisser, Town Attorney Page 180 - 182

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE BIFURCATION OF TOWN COMMISSION MEETINGS IN THE EVENT THAT THE TOWN HAS QUASI-JUDICIAL/ZONING MATTERS TO DISCUSS, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Olchyk made a motion, Commissioner Kligman seconded the motion. All members present voted in favor.

Commissioner Olchyk and Commissioner Kligman expressed support of this item.

Vice-Mayor Karukin asked about the impact on staff workload.

Town Manager Roger M. Carlton responded and clarified how this will work and explained this will not increase workload.

**the below discussion relates to agenda item 5D.*

The Commission asked questions about the breakdown of the cost for the wayfarer signs. Public Works Director Bill Evans and TEDACS Director Duncan Tavares responded to the questions about cost and sign placement.

Commissioner Lisbon made a motion, Vice-Mayor Karukin seconded the motion. All members present voted in favor.

**F. New Surfside Information Technology and Telecommunications Committee –
Vice Mayor Michael Karukin Page 183 - 196**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CREATING A TECHNOLOGY AND COMMUNICATIONS COMMITTEE TO PROVIDE GUIDANCE TO THE TOWN'S ADMINISTRATION REGARDING INFORMATION TECHNOLOGY (IT) AND COMMUNICATION PROGRAMS.

Vice-Mayor Karukin explained this item.

Mayor Dietch asked that clearly defined objectives be established for this committee.

Vice-Mayor Karukin made a motion, Commissioner Kligman seconded the motion. All members present voted in favor.

***G. Approval of Expenditures – Commissioner Michelle Kligman Page 197 - 199**

***A. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REQUIRING ANY EXPENDITURES OVER \$8,500 TO BE APPROVED BY THE TOWN COMMISSION THROUGH A RESOLUTION; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.**

Commissioner Kligman explained her reasoning for presenting this item for a vote.

Commissioner Kligman made a motion, Commissioner Olchyk seconded the motion.

Commissioner Olchyk expressed agreement with Commissioner Kligman's statement.

Vice-Mayor Karukin responded that he disagreed with some statements particularly relating to supportive documents for signing checks.

Mayor Dietch expressed some surprise for seeing this item as a resolution as opposed to a discussion item. He asked Commissioner Kligman to clarify what she is requesting.

Commissioner Kligman stated she would like to see staff recommendation with supporting documentation for new expenditures in excess of \$8500 come before the Commission as a resolution.

Town Manager Roger M. Carlton spoke to the issue and reviewed some of his on-going projects. He explained his memorandum listed as Agenda Item 5GB regarding the item.

At 11:00pm Commissioner Olchyk made a motion to extend, Commissioner Lisbon seconded the motion. All members voted in favor.

The Commission discussed that the Finance Department should be responsible for preparing the requested documentation for the resolutions, which will be a part of the Consent Agenda.

All members present voted in favor.

***B. Town Manager's Response to Agenda Item 5GA – Roger M. Carlton,
Town Manager Page 200 – 231**

**see discussion under Agenda Item 5GA.*

6. Good and Welfare (Set for approximately 8:15 p.m.)

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

Pieter Bakker, resident, spoke about an incident at the Downtown Dialogue meeting, he read a letter he wrote to the Town Manager.

Louis Cohen 9341 Collins Avenue, spoke about Commission Lisbon's resignation and expressed disappointment.

Ryan Shear, the developer of the 9501 Collins Avenue townhouse project spoke about the need for 95th Street re-development.

7. Town Manager and Town Attorney Reports

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

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, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

None.

9. Mayor, Commission and Staff Communications

***A. Change of the August 14, 2012 Town Commission Meeting – Roger M. Carlton, Town Manager Page 232**

Town Manager Roger M. Carlton said that because of the August election the meeting should be held on August 15, 2012.

Vice-Mayor Karukin made a motion, Commissioner Olchyk seconded the motion. All members present voted in favor.

C. Board and Committee Appointments Update – Roger M. Carlton, Town Manager Page 233 – 236

**See discussion under agenda item 5C.*

***C. Hurricane Readiness (Verbal) – David Allen, Chief of Police (TIME CERTAIN 7:45) Page 237 – 346**

Chief Allen presented this item and discussed measures the Town, Miami-Dade County, and the State of Florida have taken; he specifically addressed the Town procedure for varying intensity hurricanes.

D. Downtown Bench Sponsorship (Verbal)– Duncan Tavares, TEDCAS Director

Duncan Tavares presented this item and asked the Commission for feedback on having a small sponsorship plaque on the benches. The Commission responded favorably

***E. Florida League of Cities 86th Annual Conference and Miami Dade League of Cities Commission Representative – Roger M. Carlton, Town Manager Page 347 - 351**

Town Manager Roger M. Carlton asked for a Commissioner to be the representative.

Commissioner Kligman volunteered.

Vice-Mayor Karukin made a motion to nominate Commissioner Kligman, Commissioner Olchyk seconded the motion. All members present voted in favor.

10. Adjournment

Vice-Mayor Karukin made a motion to adjourn, Commissioner Olchyk seconded the motion. All members present voted in favor.

The meeting was adjourned at 11:32 pm.

Respectfully submitted,

Roger M. Carlton
Town Manager

**TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2011/2012
As of APRIL 30, 2012**

58% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 2

Agenda Date: July 17, 2012

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$7,809,618	\$9,325,305	84%
USE OF ASSIGNED FUND BALANCE		\$188,000	58%
EXPENDITURES	\$5,460,734	\$9,513,305	57%
Net Change in Fund Balance	\$2,348,883		
Fund Bal.-Beg. of FY(audited assigned+unassigned)	\$4,256,315		
Fund Balance-April 30, 2012	<u>\$6,605,198</u>		
RESORT TAX			
REVENUE	\$105,982	\$134,988	79%
EXPENDITURES	\$115,147	\$134,988	85%
Net Change in Fund Balance	(\$9,165)		
Fund Balance-Beg. of Fiscal Year (audited)	\$184,867		
Fund Balance-April 30, 2012	<u>\$175,702</u>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$32,171	\$34,166	94%
USE OF RESTRICTED FUND BALANCE		\$45,044	58%
EXPENDITURES	\$14,859	\$79,210	19%
Net Change in Fund Balance	17,313		
Fund Balance-Beg. of Fiscal Year (audited)	\$117,889		
Fund Balance-April 30, 2012	<u>\$135,202</u>		
TRANSPORTATION SURTAX			
REVENUE	\$100,491	\$170,535	59%
USE OF RESTRICTED FUND BALANCE		\$128,579	58%
EXPENDITURES	\$163,470	\$299,114	55%
Net Change in Fund Balance	(62,979)		
Fund Balance-Beg. of Fiscal Year (audited)	\$239,760		
Fund Balance-April 30, 2012	<u>\$176,781</u>		
CAPITAL PROJECTS			
REVENUE	\$313	\$400	78%
USE OF ASSIGNED FUND BALANCE		\$274,600	58%
EXPENDITURES	\$133,116	\$275,000	48%
Net Change in Fund Balance	(132,803)		
Fund Balance-Beg. of Fiscal Year (audited assigned)	\$399,754		
Fund Balance-April 30, 2012	<u>\$266,951</u>		

NOTES:

A. Timing Difference - FY 2012 ad valorem property tax revenues are remitted to the Town primarily from mid-November to March.

A-1. Includes \$2,000,000 available for hurricane/emergencies, \$188,000 utilization of Maranon property sales proceeds, and \$109,532 of Prepaid Health Insurance. The balance of \$1,958,783 is unassigned fund balance.

B. Timing Difference - Includes only the Nov, Dec, Jan, Feb & March. The April resort taxes are collected starting in May.

B-1. Resort tax expenses include 50% of the guarantee for the Tales of Surfside Turtles

C Timing Difference - Forfeiture revenue fluctuates widely.

D. Timing Difference - Includes only the Oct, Nov, Dec, Jan, Feb & March CITT revenue. The April CITT revenue is not received until late July 2012.

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET	
WATER & SEWER				
REVENUE	\$1,772,299	\$3,045,252	58%	
USE OF NET ASSETS/LOAN PROCEEDS		\$10,342,572	58%	
EXPENDITURES	\$959,468	\$13,387,824	7%	F
Change in Net Assets*	\$812,831			
Unrestricted Net Assets-Oct 1 (audited)	\$1,674,603			
Restricted Net Assets-Renewal & Replacement	\$1,017,776			F-1
Unrestricted Net Assets-April 30,2012	\$3,505,210			F-1
Capital Project Expenses to date for Water & Sewer	\$7,103,078			
MUNICIPAL PARKING				
REVENUE	\$522,142	\$693,944	75%	
USE OF NET ASSETS		\$1,500,000	58%	
EXPENDITURES	\$353,184	\$2,193,944	16%	F
Change in Net Assets*	\$168,959			
Unrestricted Net Assets-Oct 1 (audited)	\$1,385,581			
Unrestricted Net Assets-April 30,2012	\$1,554,540			
SOLID WASTE				
REVENUE	\$990,682	\$1,277,684	78%	G
EXPENDITURES	\$673,015	\$1,277,684	53%	
Change in Net Assets*	\$317,668			
Unrestricted Net Assets-Oct 1 (audited)	\$207,462			
Unrestricted Net Assets-April 30, 2012	\$525,130			
STORMWATER				
REVENUE	\$355,702	\$1,073,452	33%	H
USE OF NET ASSETS/LOAN PROCEEDS		\$1,712,289	58%	
EXPENDITURES	\$89,397	\$2,785,741	3%	F
Change in Net Assets*	\$266,305			
Unrestricted Net Assets-Oct 1 (audited)	\$188,302			
Unrestricted Net Assets-April 30, 2012	\$454,607			
Capital Project Expenses to date for Storm Water	\$738,557			

NOTES:(con't)

* the change in net assets excludes financial impact from Capital Assets

F. Underage due to Infrastructure/Capital Outlay projects (\$10.4 million for water/sewer, \$2.2 million for stormwater, \$1.6 million for parking)

F-1. Includes rate stabilization of \$651,144, and \$1,017,776 available in renewal and replacement.

F-2. This total is only for the operational expense, does not include the Infrastructure Capital Expense for water/sewer/stormwater project.

G. Timing difference: Billing (and the resulting revenue) for the entire fiscal year pertaining to Residential (non-condominium) customers are recorded in October

H. Timing Difference - Underage primarily due to a budgeted and committed State Grant (FDEP #SO374) in the amount of \$473,500 that will be received by the end of fiscal year FY 12/13 and total of interfund transfers from Water and Sewer fund of \$112,202 of which \$56,101 for the quarters ending June 30, 2012 and September 30, 2012 are to be transferred.


 Donald G. Nelson, Finance Director


 Roger M. Carlton, Town Manager



**Town of Surfside
Town Commission Meeting
July 17, 2012**

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

**POINTS OF LIGHT
After Action Items**

1. Downtown Vision Project

Current Status: During the June 25, 2012 Downtown Vision Advisory Committee (DVAC) meeting, the Committee unanimously endorsed the following schedule for the Town to proceed with forming a Business Improvement District (BID):

July / August / September 2012:

Outreach to downtown property owners and business owners and the formation of a Steering Committee – Commissioner Kligman to spearhead.

Resolution of the following issues:

- Town Commission and Town Administration authority vis a vis the Board of the BID
- Property owners equity issues in relation to the manner for calculating the assessment
- Commitment of base level Town services
- BID commitment to a marketing and commercial real estate consultant and formation of databases
- Relationship of the BID to the Downtown Business Association

September 2012:

Draft Ordinance to DVAC

October / November (December) 2012:

Ordinance to Town Commission for two readings

Spring 2013:

Referendum of Downtown Property Owners regarding BID formation

The Fiscal Year 12/13 Budget includes \$25,000 for a BID formulation expert (Attachment 1) to facilitate this process. This expenditure is also supported by DVAC.

The Committee also reviewed a presentation on commercial signage in the downtown district. Town staff, with unanimous DVAC's support, is recommending a complete review of the Town's Sign Ordinance. Technical support is also a proposed expenditure in the Fiscal Year 12/13 Budget (\$15,000) (Attachment 2) due to the extensive and involved scope of work and public outreach needed. This work is beyond the basic scope of the Calvin Giordano and Associates agreement.

The Fiscal Year 12/13 Budget also includes proposed expenditures for the following successful DVAC initiatives:

- The completion of the additional news racks at \$10,000
- The installation of six additional benches funded at \$11,000, if these items are not sponsored by businesses

These items, along with a Facade Improvement proposal for \$25,000 (Attachment 3), represent the Town's proposed budgetary commitment to DVAC initiatives that have been fully vetted and supported by the Committee members.

The Downtown Vision Advisory Committee will be on summer hiatus until October 2012.

2. Water, Sewer and Storm Drainage and Collins Avenue Force Main Projects

Current Status: The project began on August 15, 2011 and is approaching 60 percent completion. All permission slips to install the water tie-ins have been received with the exception of a few homes that are not occupied. 650 water services have been replaced, 17,800 linear feet of water pipes have been installed, 13,900 feet of sewer laterals have been repaired or lined, 845 sewer connections have been replaced or repaired, 17,285 linear feet of water main have been installed, 17,650 linear feet of sewer main have been lined and 1960 linear feet of sewer main point repairs have been completed. 3600 linear feet of storm drainage has been installed along with 12 drainage structures, three storm drainage pump stations are currently under construction and 88,900 square yards of asphalt has been placed (first lift) on the various roads throughout Phase 1 and Phase 2. We have also had to repair 58 small and 11 major pipe breaks since the project started to keep the old system operational. The new Collins Avenue shared sewer force main became operational in April 2012. This will allow the Town and Bal Harbour to clean and video the 60 plus year old force main on Byron Avenue and decide the best strategy regarding the future of the old force main. A proposed Interlocal Agreement with Bal Harbour will be presented to the Town Commission when the investigation is complete and the long term strategy determined.

The State of Florida has preliminarily approved financing at an interest rate of 2.02 percent to partially replace and enhance our current project financing which carries a 4.72 percent rate. The Administration is working with our bond counsel and financial advisor and has completed a third update of the TischlerBise (now Black & Veatch) rate study to determine how the partial refinancing will impact rates. We have also met with Regions Bank to inform them that \$4.150 million of their loan will be paid early. The partial refinancing of the Regions Bank loan was discussed with the Town Commission during the May 8, 2012 meeting and authorization was given to move forward with the financial restructuring subject to review of the final package when it is ready. A meeting with bond counsel, financial advisor, engineering consultant and Town Staff was held May 29, 2012 to finalize the parameters of the partial refinancing. Staff's goal is to have the final recommendation to the Town Commission in August, 2012 after the

Water/Sewer/Storm Drainage Citizens Committee meets on July 12, 2012. The closing on the partial refinancing should occur in late August or early September, 2012.

3. Feral Cat and Dog Feces Concerns: Mayor Daniel Dietch

Current Status: Meetings were held on June 19, 2012 and June 26, 2012 to implement the grant and educate the residents regarding the program. Two more volunteers have signed up for the feeding program. The Town is proceeding with scheduling the Meow Mobile quarterly in an effort to continue the success of the Trap, Neuter and Release (TNR) Program endorsed by the Town Commission. The TNR will be funded solely by the new PetSmart grant. Procedures for tracking and quantifying the number of cats treated, as well as controls for invoicing and fund disbursement, are being implemented. Over 200 feral cats have been trapped and neutered in 2012. Given the long contentious history of the feral cat issue, the Town has finally come together with a rational solution that will humanely resolve the problem over time. Item completed.

4. Tourist/Resort Tax Audit/Certificate of Use/Local Business Tax Receipt/Short Term Rentals Programs

Current Status:

Resort Tax Audit: The Town Commission has a final report on the initial audit program on the July 17, 2012 meeting agenda. The FY 12/13 Proposed Budget includes funding to complete the initial audits of all the remaining downtown businesses that collect the resort tax.

Certificate of Use (CU) /Local Business Tax Receipt (LBTR): The multi-program application is on track to becoming a “one-stop” process for the business community. This is set to roll out at the end of July 2012 for an October 1, 2012 renewal/compliance date.

Short Term Rentals: This effort is on hold until the Town Commission reaches closure on the additional Code Compliance position proposed in the FY 12/13 Budget.

5. Bus Shelters: Commissioner Marta Olchyk

Current Status: Due to recent Federal Transportation Administration (FTA) audits, the Metro Dade Transit Agency (MDTA) has implemented additional controls and procedures in order to satisfy FTA concerns. As a result, several payments to the design consultant were delayed and the consultant stopped work on the project due to non-payment. This impacted the consultant’s deliverables to MDTA as originally scheduled.

As of January 19, 2012, MDTA met the necessary financial requirements to process pending payments to the consultant. Commissioner Olchyk and the Town Manager met with County Commissioner Sally Heyman to seek her assistance to accelerate the December, 2012 projected

completion date. That meeting was successful in that MDTA Director Ysela Llort agreed that Surfside's shelters would be the first installed in Commissioner Heyman's district with anticipated installation in October 2012. Commissioner Heyman confirmed recently that she is "monitoring" this commitment.

6. Clean Up/Update/Enhance Town Website Content: Commissioner Michael Karukin

Current Status: The new website is scheduled to be unveiled during the August 15, 2012 Town Commission meeting. While the new site will have access to the entire present website's information, improving the functionality and navigability, as well as the addition of new features such as on-line bill payment, will be on-going. Staff is scheduled for training on the new website July 19 -20, 2012. Please be prepared to make your appointments to the new IT and Telecommunications Committee known at the July 17, 2012 Town Commission meeting.

7. Bike Rental Station

Current Status: Due to an impasse with Publix corporate, the station at 94th Street and Harding Avenue is being relocated to the southern portion of 94th Street opposite Publix (Attachment 4).

8. Beach Concessions

Current Status: It is now anticipated by County staff that the lease agreement will go before the County Recreation and Cultural Affairs Committee in September 2012 and then to the Board of County Commissioners in October 2012. After the lease is approved, the County will offer the Town of Surfside a proposed management agreement for the Town's review. The Town and County will have ten months to review and prepare a management agreement for final approval.

9. 9501 Collins Avenue Townhome Development

Current Status: Due to the need to complete the street end project contemporaneously with the building construction which began in mid-May 2012, the Administration has moved forward with a simple elegant project for one block only, using Bermello Ajamil (from the approved rotation) in the amount of \$67,000. The thematic design will be usable for all three blocks should the Town Commission determine to expand the project in the future. When the design is further along it will be brought to the Town Commission for review.

10. Property Assessed Clean Energy (PACE) - program to retrofit existing residential and commercial buildings for energy efficiency: Mayor Daniel Dietch

Current Status: This program allows existing buildings to be retrofitted for energy efficiency with the cost funded from a loan pool authorized by the State of Florida and funded by Barclay's Capital. The low interest loans are repaid from a long term assessment on the property. There are no guarantees provided by the Town of Surfside. A report from the Town Attorney appears on the July 17, 2012 Town Commission agenda.

11. FPL/AT&T/Cable Undergrounding Project

Current Status: The Town Commission allocated funds in the Water/Sewer/Storm Drainage project to provide mid-block crossover conduit so that a future undergrounding project would not have to break the pavement. Staff is working with FPL and other utilities to complete their study of the cost of undergrounding Town-wide. A preliminary Staff report regarding this project should be available by August 2012. The binding price estimate from FPL will be available during July, 2012. It is interesting that this project ranked as a very high priority on a recent survey completed by Vice Mayor Michael Karukin. That survey was discussed by the Town Commission during the July 10, 2012 Fiscal Year 12/13 Proposed Budget Special meeting.

12. FEMA Flood Insurance Status

Current Status: The FEMA Community Assistance Visit, which is the necessary step to lower rates, was held on March 21 and 22, 2012. During an exit interview with Prasad Immula of FEMA's Atlanta office, it was learned that information provided by Paul Gioia to the State office was not timely forwarded to Atlanta. That information has subsequently been sent by Paul Gioia directly to FEMA in Atlanta. Town Attorney Lynn Dannheisser and Town Manager Roger Carlton are completing a written response to FEMA's questions. Staff may have to travel to Atlanta to resolve this issue in an attempt to have FEMA make a positive determination in October 2012. This matter is a very high priority.

13. Bus Stop Pull-in at East Bound 96th Street, West of Abbott Avenue

Current Status: Due to the heavy traffic on 96th Street, busses do not use the pull-in because it is difficult to return to the line of vehicles. Miami Dade Transit has tentatively approved the removal of the bus pull-in. The cost to close the pull-in and add landscaping has become a condition of the proposed Development Agreement with Young Israel. It is possible that FDOT will fund the cost of closing the pull-in when they repave 96th Street throughout the Town of Surfside.

14. Options to Mitigate Inadequate Number of Parking Spaces at Multi-family Establishments along the Collins Avenue Corridor: Mayor Daniel Dietch

Current Status: Staff has begun an investigation of this issue to determine if all the buildings on the east side of Collins Avenue actually built and continue to make available the number of spaces required in their development approval. This will be called the “first level shortfall”. The “second level shortfall” will be a number developed with the condominium managers regarding peak time of day and seasonal shortages. We will then develop strategies such as potentially issuing monthly after hours parking permits in the street ends or a contribution to the Parking Trust Fund to mitigate the shortfalls.

Specifically, the Spaggio Condominium review has been completed and the building has been determined to be 16 usable spaces short from its required number of spaces. This is due to the design of the parking facility which makes certain spaces unusable. Staff is working with the Town Attorney to develop an agreement with the Spaggio condominium board to resolve the situation. The goal is to present the agreement to the Town Commission in September, 2012.

15. Dog Park: Mayor Daniel Dietch

Current Status: This initiative is being addressed in the Fiscal Year 12/13 Budget with a proposed \$12,000 allocation. Staff is also investigating grant opportunities through the PetSmart Foundation. The matter was discussed in the Fiscal Year 12/13 Budget Special meeting on July 10, 2012.

16. Upgrade to Town Hall Elevator

Current Status: The Town Commission approved the upgrade to the Town Hall elevator at the March 13, 2012 Commission meeting. This was one of the projects included in the Town Commission “shovel ready” discussion. The contractor ThyssenKrupp was selected by the Town Commission during the March 13, 2012 meeting. The elevator project will be completed prior to the August 15, 2012 Town Commission meeting.

17. Turtle Sculptures - Art in Public Places

Current Status: The unveiling of the first unpainted turtle sculpture occurred during the June 17, 2012 Community Center 1st Year Anniversary event. The event hosted by the Parks and Recreation Department along with the Tourist Bureau was a huge success and had well over 350 patrons in attendance. The Parks and Recreation Department will be incorporating turtle awareness initiatives through their existing programming and Summer Camp. The focus this summer will be on securing sponsorship of the turtle sculptures and the completion of each one by the various committed artists. The unveiling of all eighteen turtles and their placement is earmarked for Fall 2012.

18. Coastal Partnership Initiative Grant

Current Status: Unfortunately this grant application in the amount of \$30,000 for providing improved handicap parking and beach access at the 90th Street beach access point has not been funded. The grant process was extremely competitive and our proposal was not high enough on the priority list. Item completed.

19. FDOT Surfside Repaving

Current Status: There are three repaving projects which will be accomplished by FDOT over the next 18 months. These include (1) Kane Concourse from the Surfside Town limits to Collins Avenue; (2) Collins Avenue from 75th Street in Miami Beach to 97th Street and Harding Avenue from 96th Street to 94th Street and (3) Collins Avenue in Bal Harbour from 97th Street to the Haulover bridge. The Collins Avenue north project is well underway with the first lift of asphalt completed on July 10, 2012.

20. Jewish Community Services - Memorandum of Understanding (MOU): Mayor Daniel Dietch

Current Status: The Town has received a revised MOU from Jewish Community Services and is reviewing the MOU for any substantive changes. Barring the latter, the MOU will be signed with a Fall 2012 program initiation earmarked. If changes are substantial, the MOU will be brought back to the Town Commission for review.

21. Parking Structure Feasibility Study

Current Status: Rich and Associates has begun work on the study. Surveys and parking counts will be implemented during July 2012. An advisory committee will be established similar to the committee for the water/sewer/storm drainage project. The Town Commission is requested to suggest names for the stakeholder committee as soon as possible.

22. Identity and Wayfinding Signage

Current Status: The low compliant bidder Don Bell Signs, LLC was authorized to begin manufacturing the signs per the June 12, 2012 Town Commission approval. The first signs to be installed will be on the beach entrances.

23. Bal Harbour Shops Expansion Status Report

Current Status: Recent press and discussions with Stanley Whitman confirm that Bal Harbour Shops has completed negotiations with the Church by the Sea. The members of the Church

approved the agreement on June 3, 2012. Staff will monitor developments in this project and keep the Town Commission updated with the Points of Light.

In a meeting on June 27, 2012 with Gus Pego, FDOT District Engineer, we were disturbed to learn that FDOT's role in reviewing traffic issues related to such large scale projects has been virtually eliminated by the Legislature. This will make our negotiations with the Whitmans more difficult and greatly supports the decision to have a traffic study completed by CGA as a tool to support these negotiations.

24. Bay Harbor Islands Agreement with the Miami Dade County Public Library System

Current Status: Staff is awaiting a draft agreement to replicate the Bay Harbor Islands approach from the County Attorney's office. It is our understanding that the Bay Harbor Islands item will be heard by the Board of County Commissioners in July, 2012.

25. North Force Main/Building Better Communities Bond Program

Current Status: The Town Commission reviewed a letter jointly signed by the Managers of Surfside, Bal Harbour and Bay Harbor Islands during the March 13, 2012 meeting. Staff was given direction to move forward to obtain the \$8.5 million included in the Building Better Communities bond issue for Bal Harbour and Surfside to build this critical project. A meeting with Deputy County Mayor Jack Osterholt was held April 13, 2012. While a commitment to address the issue was made, nothing happened. The situation was discussed with Commissioner Sally Heyman on April 30, 2012 in a meeting attended by Commissioner Olchyk. Both Mr. Osterholt and Commissioner Heyman were given a report regarding the \$29,668,200 paid by the three municipalities to Miami Dade County in FY 2011/2012. A second meeting with WASD Director John Renfrow, Budget Director Jennifer Glazer-Moon and Deputy Mayors Alina Hudak and Jack Osterholt was held May 10, 2012. During that meeting a tentative resolution was discussed in which Bal Harbour Village would advance the funding for the project to be reimbursed with FY 2016/17 Building Better Community bonds. Interestingly Miami Dade officials did not dispute the capacity issue at the Northeast Regional Treatment Plant when Town Staff suggested that if there were no capacity, a moratorium on development in the entire service area would be in order. Complicating this situation is the proposed Consent Agreement with the State of Florida and the Federal EPA. Staff has reviewed this 93 page draft document and will be making several suggestions that enhance the position of wholesale sewage treatment customers like Surfside (through Miami Beach). There is much more to follow on this project as events unfold.

26. Best Western Property Sale

Current Status: The Best Western property sale closed on March 27, 2012 in the amount of \$50 million. Town Attorney Lynn Dannheisser, Town Planner Sarah Sinatra and Town Manager Roger Carlton have met with the new owners to discuss their preliminary plans on a number of

occasions. The Town Manager and Town Attorney have also met with project architect Bernardo Fort-Brescia of Arquitectonica to discuss the need for great sensitivity to the values of the Town. It is anticipated that plans sufficient to initiate Staff review will be submitted in later July, 2012. The Town Commission will be kept aware as this project develops.

27. Scholarship Program

Current Status: Three college bound Surfside students, of good academic standing and community involvement, were selected by the principal of Miami Beach High and each received a \$250 scholarship at the June 12, 2012 Town Commission meeting. Over the summer, a committee will be formed to create procedures, accompanying forms and applications to better manage the program for academic year 2013/2014 and beyond. The work of that committee will be presented to the Town Commission in September, 2012.

28. Renovations to Parking Lots

Current Status: The price to renovate the Abbott, 95th Street (Shul), 94th Street, Town Hall (93rd Street) and Town Hall (Collins) lots came in at \$220,000 which is well below the \$450,000 estimated figure. Work began June 5, 2012 on the two Town Hall and the 95th Street (Shul) lots for \$95,000 in order to complete the project during Summer 2012. The 93rd Street lot has been completed and work has begun on the Shul lot. The remaining three lots will be kept on hold until after the parking structure feasibility study for these three lots is complete. A completion date of August, 2012 is targeted for the initial lots.

29. Solid Waste and Recycling Bill on the TRIM Notice

Current Status: Staff attended a briefing with the Miami Dade County Property Appraiser regarding this new process on May 3, 2012. A letter has been prepared that will be mailed with the TRIM notices to explain the transition for the single family residents. All requirements of Miami Dade County to implement this new process have been met. The proposed rates for FY 12/13 will be the same as FY 11/12.

30. Island Community Initiative Automatic License Plate Reader Project (ALPR)

Current Status: The Island Community Initiative ALPR Project is a new crime prevention program involving the Bal Harbour, Bay Harbor Islands, Golden Beach, Sunny Isles Beach, and Surfside Police Departments. The project will monitor all vehicular ingress and egress into the five island Towns with ALPR cameras. Phase 1 of the project will Geo-fence the entrance roads to the five communities. The cameras will be installed in north Golden Beach; Sunny Isles at 192nd Street and Collins Avenue and Sunny Isles Blvd.; the Bay Harbor Islands tollbooths; and at 88th Street and Collins Avenue, Harding Avenue, and Byron Avenue in Surfside. Phase 2 of

the project will allow Towns to add interior ALPR and surveillance cameras to the interior of the Geo-fence such as parks, schools, etc.

Dispatchers and police officers in all of the communities will be alerted automatically at police stations and on laptops in real time to stolen cars, BOLOs, Amber Alerts, and hot lists. The project will also provide inter-agency sharing of investigative intelligence. The server will be shared by all of the communities.

A Memorandum of Understanding (MOU) with the participating municipalities is being prepared. The cost will be shared equally by the five municipalities. The Towns will piggyback on the Golden Beach contract. The four other Towns as well as Surfside have committed to the project. Surfside's cost is \$100,000 to become a participant in the project. Funds will be provided from the Law Enforcement Trust Fund.

Many planning meetings were conducted for this project. Vice Mayor Michael Karukin's concerns as stated in the May 8, 2012 Town Commission meeting will be incorporated to the greatest extent possible. The MOU is being finalized and is anticipated to be brought before the Town Commission in August 2012.

31. Sidewalk Ordinance Implementation

Current Status: The implementation of this new requirement is on track and will be incorporated into the CU/LBTR annual renewal process. Outreach to the business community will begin the end of July 2012 when the "one-stop" application process is disseminated. A meeting was held with FDOT officials on June 27, 2012 to discuss the lease terms. A survey has been ordered to establish the areas to be covered in the lease. The lease should be on the September 2012 Town Commission agenda.

32. Imaging Town Documents

Current Status: This project is on track. A new records storage area has been completed in the landing area between the first and second floors. Town Clerk Sandra Novoa has moved Town records to that room while eliminating many records in accordance with State Law. This will allow the previously renovated room on the first floor to be used for imaging and storing building plans. New procedures have been agreed upon by all individuals involved in the process.

33. Kosher Products at the Community Center Concession Stand: Commissioner Michelle Kligman

Current Status: Staff met with the owner of Shaka Jons to ensure that there will be a mix of Kosher foods available for the summer. These foods will be pre-packaged snack items which will be confirmed as Kosher by appropriate authorities. The availability of these products should ensure that the no outside food policy does not impact a segment of our community unfairly. If anyone finds this

resolution unacceptable, visitors are informed they can eat their own food on the green area or the beach and they will be readily readmitted to the pool area. Item completed.

34. Street Closing Northbound at 88th Street and Byron Avenue and Right Turn Prohibition at Abbott Avenue Westbound to Northbound

Current Status: After a public meeting and a number of individual discussions, solutions that meet the needs of the neighbors have been developed. Miami Dade County has approved the northbound Byron Avenue street closure and work will begin in mid-July, 2012.

35. Surf Club Purchase Offer

Current Status: After years of discussion, the Board of the Surf Club has authorized negotiations with SC Properties LLC which is a consortium including the KOC Group (one of the largest corporations in Turkey), a Brazilian group (JHSF, Cerela and Technisa), Fort Capital and the Cabot Family Interests from Boston. The architect will be Kobi Karp. Preliminary plans include historically faithful renovation of the original buildings, new residential on both sides of Collins Avenue, a 200 plus room very high end condominium hotel and a parking structure. The Surf Club received six proposals and chose SC Properties LLC at a purchase price of \$116 million subject to 90 days due diligence. Staff has had preliminary meetings with the development group and will keep the Town Commission aware as the process evolves.

36. Community Center Swimming Pool Use by the Shul and Other Religious Institutions

Current Status: This trial program started on June 29, 2012 with the Shul of Bal Harbour. The Shul will bring in three groups of thirty kids for an hour and a half on Fridays throughout the summer. The fee for this activity is \$150 each Friday. The Parks and Recreation Department will monitor this activity on a week to week basis to determine the operational impacts. Item completed.

37. The Spanish American League Against Discrimination (SALAD)

Current Status: Director Armando Arana met with Human Resources Director Yamileth Slate-McCloud and Town Manager Roger M. Carlton on May 23, 2012 to discuss methods for cooperative efforts. One possibility is a Foreclosure Defense Assistance Program. SALAD's programs are open to people of all backgrounds. Item completed.

38. Tourism Strategic Plan

Current Status: An RFP for a Tourism Consultant to produce a Five Year Tourism Strategic Plan, along the lines of the Town's Five Year Financial Plan, will be advertised the week of July 16, 2012. This initiative is fully funded by the Tourist Bureau with Resort Tax funds. It is anticipated that the

outcome of the selection process will be presented to the Tourist Board and the Town Commission in September, 2012. The Tourist Board was provided the draft RFP for their input on July 2, 2012.

39. Charter Review November Ballot Process

Current Status: The Town Commission determined to place four Charter Amendments on the November 6, 2012 election. Appearing on this July 17, 2012 Town Commission agenda is a recommended public information campaign. The Planning and Zoning Board was briefed on the Charter Amendment to clarify the density, intensity and height regulations during their June 27, 2012 meeting.

These items have been completed and deleted from the June 2012 Points of Light report

14. American Cancer Society - Relay for Life Event

Current Status: The Relay for Life event was held Saturday May 5, 2012 thru Sunday May 6, 2012 on the hard pack at 96th Street. The goal was to raise \$35,000, with the yearlong fundraising, donations and team competition. \$50,000 was raised for programs and services that help cancer research. The event was a success and congratulations to all Town Staff and representatives of Bal Harbour Village and Bay Harbor Islands who worked very hard on this volunteer effort. Item completed.

15. Restore Birdhouses at Beach-side Street Ends: Mayor Daniel Dietch

Current Status: Frank McBride III, a young Town resident, built the birdhouses in 2001 as an Eagle Scout project. The Town has acquired four new birdhouse kits and with the assistance of the Cub Scouts Pack 320, Howard Rennert assembled and decorated the new birdhouses. The Parks and Recreation Department and Public Works Department assisted the Cub Scouts with the installation of the new houses at the beach ends. The houses were installed on the beach ends on May 30, 2012. Item completed.

19. Isaac Bachevis Singer Movie: Mayor Daniel Dietch

Current Status: Mr. Daniel Strehlau presented the three clips of his movie at his Film Introduction and Fundraising event at the Community Center on May 10, 2012. A corresponding press release was sent to local media outlets regarding Mr. Strehlau's quest to finish his film and the Surfside connection with Bachevis Singer. Staff believes the Town has met its commitment to introduce Mr. Strehlau to the community. Item completed.

30. White Fly

Current Status: This problem has grown to an epidemic in the Town of Surfside. In order to combat the infestation, the Town has engaged our landscaping contractor Lukes Landscaping to treat all Town trees and shrubs for the eradication of white fly. Approximately 850 trees have been injected and all affected shrubbery has been treated. The approximate project cost is \$35,000. Funding will be provided by the Public Works and Parks and Recreation Departments' landscaping budgets. Item completed.

35. Finance Director Recruitment

Current Status: The interview panel consisting of Town Manager Roger M. Carlton, Human Resources Director Yamileth Slate-McCloud, Chief David Allen, Bay Harbor's Finance Director Alan Short and Merv Timberlake from Colin Baenziger & Associates interviewed four finalists on May 17, 2012. An offer has been made and accepted to Donald Nelson, the recently retired Finance Director of City of Coral Gables. Mr. Nelson started on June 4, 2012. Item completed.

36. Police Vehicle Leasing Program

Current Status: Pursuant to the direction given by the Town Commission during the April 10, 2012 meeting, the six new police vehicles have been ordered using the Florida Sheriff's Association contract. Therefore, the goal of awarding the purchase before a price increase for the 2013 models has been met. In addition, five firms and two cities were contacted to ensure that the lease rate was competitively procured. Once again, SunTrust Bank came in low with an interest rate of 1.56 percent which is slightly below the 1.584 percent for the SunTrust lease last year. Finally, there is approximately \$6200 left in last year's 10 vehicle procurement. Staff investigated the possibility of replacing the Parks and Recreation Department scrapped mule (beach rescue) to have it in service before the summer beach season. The cost of this vehicle was under the \$8500 limitation on the Town Manager's procurement authorization and the vehicle has been delivered. Item completed.

40. Hatzalah Emergency Medical Response – Memorandum of Understanding: Commissioner Shelly Lisbon

Current Status: The presentation of Hatzalah regarding supplementing Miami Dade Fire Rescue Emergency Response was accepted by the Town Commission on May 8, 2012. The Town Commission expressed a desire for Staff to meet with Hatzalah representatives to discuss a Memorandum of Understanding (MOU). Upon further research, Surfside Police Chief David Allen discovered that Miami Dade Fire Rescue does not currently have an MOU with Hatzalah. Since the Miami Dade Rescue is the first responder, Staff does not feel it appropriate to have a Surfside MOU until such time as the County has an underlying document. In the meantime, Staff will provide appropriate assistance to Hatzalah when the organization is ready to initiate operations in Surfside. Item completed.

Town of Surfside, Florida

FY 12/13 Program Modification**Business Improvement District Contractual Service**

Department Name	Division Name	Funding Source	Dept. Priority	Fiscal Impact
TEDACS		General Fund	1	\$25,000

Justification and Description

This initiative would identify and contract with an experienced firm, through a competitive bid process, to assist with the Business Improvement District (BID) process and implementation. The Town Commission chosen company would be contracted to manage moving the Surfside Business District into an incorporated BID. This company would oversee the myriad of meetings and legal requirements necessitated by the process.

The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self-imposed charge on the owners which is generally passed on to the tenants.

The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission.

(see attached BID Memorandum)

Alternative/Adverse Impacts if not funded:

As one of the vision elements unanimously endorsed by the Downtown Vision Advisory Committee, which incorporates a variety of stakeholders including downtown property owners and business owner/operators, this was also an item that the downtown property owners supported in exchange for sun setting the Moratorium Ordinance last year. As this process is time consuming, deferring this item only further delays an acknowledged essential element to enhance the economic viability of Surfside's downtown. Without this initiative the onus on securing the future of business in Surfside, and any required funding, will remain with the Town and resident tax payers.

Required Resources

Line item	Title or Description of request	Cost
	Business Improvement District Contractual Service	\$0

Proposed

Town of Surfside, Florida

FY 12/13 Program Modification

Sign Code Ordinance

Department Name	Division Name	Funding Source	Dept. Priority	Fiscal Impact
Executive	Planning	General	1	\$15,000

Justification and Description

The sign code is outdated and does not reflect the vision of either DVAC or the DRB/P&Z Boards. The proposed code would be reviewed at numerous public hearings, including DVAC, DRB/P & Z and the Town Commission.

Alternative/Adverse Impacts if not funded:

The DRB/P&Z will continue to be obligated to review and approve signage that meets the code requirements but does not meet their vision.

Required Resources

Line item	Title or Description of request	Cost
001-2500-524-3110	Rewrite the sign code	\$15,000

Proposed

Town of Surfside, Florida

FY 12/13 Program Modification

Façade Improvement Initiative

Department Name	Division Name	Funding Source	Dept. Priority	Fiscal Impact
TEDACS	TEDACS	General Fund	1	\$25,000

Justification and Description

The Town Manager will begin an effort to create a consortium of banks operating in the Surfside Downtown District to develop financing for a façade upgrading program for the district's property owners and businesses. The allocated proceeds from the Parking Fund would be utilized to reduce the interest on loans granted for façade improvements. Miami-Dade's "Mom & Pop" grants would be sought to assist some of the downtown businesses with such façade improvements as appropriate awnings and signage as a complement to this program.

Alternative/Adverse Impacts if not funded:

As one of the vision elements unanimously endorsed by the Downtown Vision Advisory Committee, which incorporates a variety of stakeholders including downtown property owners and business owner/operators, these funds are necessary to prove to the consortium of banks the Town's commitment to this initiative. As this process is time consuming, deferring this item only further delays an acknowledged essential element for enhancing the overall aesthetic of Surfside's downtown. Without this initiative the Town is limited in its ability to effectively manage the overall look of the downtown area and will delay improving the experience of resident and visitor patrons to the Town's business district.

Required Resources

Line item	Title or Description of request	Cost
	Façade Improvement Initiative	\$25,000



MEMORANDUM

TO: Elected Officials
FROM: Roger M. Carlton, Town Manager *rmCarlton*
DATE: June 20, 2012
RE: Deco Bike and Publix Update

The Town's initial contact with Deco Bike began in the summer of 2011 as a Point of Light recommended by former Vice Mayor Joe Graubart. At the August 9, 2011 meeting the Town Commission authorized the Administration to proceed with a Concession Agreement for bike share rental stations and this agreement was subsequently ratified at the November 8, 2011 meeting.

The agreement included a number of unique to Surfside additional requirements including having the rental stations be produced in a "Surfside Blue" color. The Town Commission also approved two initial stations: one near the Community Center on Collins Avenue and one near Publix on Harding Avenue.

Due to a number of unforeseen production delays, the first station, on Collins Avenue was installed in March 2012. Since that time over five hundred (500) rentals have occurred from that one station alone. In April the second station was installed outside of Publix after less than enthusiastic response by Publix Corporate officials.

Since that time Publix has corporate officials have repeatedly found new ways to inhibit the activation of the station. Our meetings with the Publix corporate team, three times in May, and the numerous emails and phone calls in an effort to forge a compromise have, unfortunately, resulted in the latest requirement by Publix: a three million dollar insurance indemnity from Deco Bike for just that station. At this point we have deemed the effort to find a solution with Publix Corporate to be at an end. Therefore the station will be moved to the south side of 94th Street and Publix will be removed from the equation of this community initiative even though they will still benefit from patronage at this station. While this is disappointing, it must be stated that the Publix store manager has had no role in this situation and that his store remains an excellent and supportive member of the downtown community.

It is important to note that there is no cost to the Town for the installation of the rental stations or the maintenance and operation of this program. These expenses are incurred by Deco Bike, LLC. The Town will actually receive revenue from the gross bike rental sales (12%) and advertisement (25%) on the kiosks and any bicycle basket advertisements from Surfside businesses. Any nominal loss in revenue from utilizing the two parking spaces will more than be made up by rental income and the use of this prime advertising spot.

Please let us know by June 25, 2012 if you have any concerns.



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney

CC: Roger M. Carlton, Town Manager

DATE: July 17, 2012

SUBJECT: Town Attorney Monthly Update for July, 2012

The following Ordinances and Resolutions have been prepared (and/or reviewed and researched) or other advice rendered regarding the issues contained in them. In the case where agreements are attached, those contracts have also been drafted and/or reviewed and revised this month:

Quasi-judicial Hearing

Variance application for 8985 Bay Drive

Ordinances:

1. CIE Ordinance
2. Fence Ordinance
3. Mechanical Lift Ordinance
4. Planning & Zoning Qualifications Ordinance

Resolutions:

1. Proposed Millage Resolution
2. Charter Resolution for November 2012 Ballot
3. Renewal of Voluntary Cooperation Mutual Aid Agreement with the South Florida Money Laundering Strike Force
4. NPDES IA 2012-2017
5. Forfeiture Resolution
6. Calling for a run-off election on September 11, 2012 if there is a tie vote.
7. FMIT Matching Funds Resolution

The Town Attorney has prepared for, attended and/or rendered advice for the following public meetings:

June 12, 2012 Commission meeting
June 19, 2012 Budget workshop
June 28, 2012 Planning & Zoning Meeting
July 10, 2012 Special Commission Meeting
July 10, 2012 FOP Executive Session

Town Commission, Manager and Clerk Issues:

FDOT Agreement regarding sidewalks
Planning and Zoning Board appointment issues
Research, analyze and prepare charter amendment language and ballot questions
Community Center Pool construction surety and retainage issues
Business Improvement District Ordinance
Ordinance requiring banks to register foreclosure properties
Continuing research on numerous election related/campaign financing/disclosures issues.
State of Florida Beach Lease review and analysis
FPL undergrounding issues
Prepare memorandum and continue research of PACE program
Numerous Code Enforcement issues raised by Town Manager, Code Compliance Director, and Building Official
Assist and supervise Town Clerk with Public Records requests, minutes, records and notices
License Plate Recognition System research
Continuing advice, inquiries, and meetings re: Best Western site
Surf Club inquiries relative to historic designation, financing and zoning issues
Continuing issues re Shul project
Continuation of Spiaggia Condo parking resolution attempts
9732 Bay Drive continuing issues
Town College scholarships legal issues
Anti-bullying research
Review Cable Contract
Dog park policy and procedures
Research and obtain recent 3rd DCA opinion on Miami Beach pension and other municipal decisions
Research Solicitation and Handbill ordinances and case law

Research Mechanical Lift issues
Registered Sex Offender Legislation issues
95th Street streetscape
BID research memorandum and address other DVAC issues
Miami Dade Library Agreement with Bay Harbor for reimbursement for out of district library cards
Research Code question re: roof deck and bathrooms
Mason Rules research for various committees
Bal Harbour water line interlocal
Camp release issues
Public Records research for public records request re: employee names/addresses etc
Jewish Community Services MOU
NFIP/CAV correspondence and research to locate counsel specializing in FEMA
CIE issues
Noise issues
Wayfarer sign matters
Review engagement letter re: PFM Group re: State Revolving Fund

Planning and Zoning Board Sitting with Design Review Board June 28, 2012

A. Request of the Tenant of Property located at 9585 Harding Avenue

Planning and Zoning Board Discussion:

- A. DRB/P&Z Process
- B. Fence Ordinance
- C. Mechanical Lift Ordinance

Building Department/Code Enforcement/Planning:

Prepare for and attend Special Master Hearing on Merrick motion for mitigation of fines.
Assist Town Building Official on continuing FEMA Flood Insurance issues
On-going issues with 9372 Bay Drive "Unsafe Structure" and court hearings re: attorney's fees;
and preparation of Affidavit re: same.

Human Resources Department:

Prepare for FOP Executive Session

Finance Department:

Preparation of Departmental Budget items for 2012-2013/continuing evaluation of legal needs of
the Town and the most cost-effective means of meeting those needs.
TRIM Resolution

Parks and Recreation:

FUNTRAPTION issues
Harassment issue

Police Department:

Continuing work and preparation for July trial re: Davis v Surfside; scheduling of depositions and strategy session with outside counsel
Review draft of License Plate Recognition Interlocal Agreement follow up with lawyer for the five cities

Public Works:

Outfall agreement (EPA Pollutant Control)
Follow-up Wayfarer signs agreement

Tourist Bureau:

Review the tourism strategic RFP
Resort tax citations and settlement issues

Litigation:

Kahalon v Town of Surfside and the Town of Surfside Building Department Case No. 12-10534 CA 08, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The Town Building Official inspected 9372 Bay Drive, determined the property was an “Unsafe Structure” and the occupants must vacate the premises. Plaintiff filed an emergency injunction to stay the proceedings. The Town filed a Motion to Dissolve the injunction. The Court heard arguments, ordered a Special Magistrate to inspect the premises and the Special Master agreed the property was an “Unsafe Structure.” The Motion to Dissolve was granted and the occupants of the property vacated the premises. The Court is scheduled to hear the Town’s Motion for Entitlement to Determine Attorney’s Fees and Costs on August 30, 2012. Preparation is on-going.

John Davis v. Town of Surfside Case No. 07-17286 CA 08, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. This case has been consolidated as to discovery with a previous case filed by a former sergeant in the Town’s police department. The Court denied the Motion to Consolidate both cases for trial. Outside counsel and this office are preparing for trial which is currently scheduled for the week of July 30, 2012. A hearing on Surfside’s Motion to Appoint Back-up Judge for Bench Trial is scheduled for July 26, 2012. Depositions are scheduled and other on-going discovery and strategy sessions are occurring.

Florida League of City Cases:

We monitor, coordinate witnesses, assist in strategy and with requests for discovery with League counsel on cases that are covered by the FMIT.

Pieter Bakker v. Town of Surfside and Young Israel of Bal Harbour, Inc. Case No. 17783 CA04, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. This action was served on May 30, 2012. The counts against the Town include contract zoning, charter violations, and a request for a writ of certiorari to quash Resolution 12-Z-2078, approving a site plan application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. The League has agreed to provide coverage and strategy is being developed on this case. On June 19, 2012 the Town filed a Motion for Enlargement of Time to respond to the amended complaint. The items attached to the Town's motion advised the state court of the nature of the existing federal litigation and the request by Young Israel which, if granted by the federal court, would relieve the Town having to address a second lawsuit.

Young Israel of Bal Harbour, Inc. vs. Town of Surfside Civil Action No. 1:10-cv-24392 in the United States District Court for the Southern District of Florida. On December 10, 2010, Young Israel served a complaint alleging the Town Zoning Code imposes a substantial burden on Young Israel in violation of the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA). This matter is primarily being defended by The Florida League of Cities which has approved counsel to assist in the defense of this case. Mediation was held on January 4, 2012 with a follow-up Executive Session on January 9, 2012. A settlement was negotiated and approved at a Special Commission Meeting held on January 23, 2012. A site plan was filed, and there were two meetings of the DRG beginning February 2, 2012. The Development Impact Committee met on March 1, 2012. The Planning and Zoning Board met on March 29, 2012 to recommend the site plan to the Town Commission. The Town Commission met on April 10, 2012 and approved the site plan. A Stipulation of Settlement and a joint motion to stay the matter for 120 days was filed. The Stay was granted and the Court ordered the parties to file a Stipulation of Dismissal by June 7, 2012. In lieu of the dismissal, Young Israel filed a Supplementary Complaint for Injunction and Damages and joined Pieter Bakker as a third party defendant. Young Israel asks the court to issue an injunction against the state court proceeding initiated by Pieter Bakker and to permit the implementation of the settlement agreement of this federal lawsuit. Bakker has filed an answer and affirmative defenses and a counterclaim against Young Israel and Surfside in this litigation.

Americo Wehbe v Town of Surfside, Civil Action No. 11-23445 in the United States District Court for the Southern District of Florida. Plaintiff filed a ten (10) count Complaint served December 13, 2011 and a Motion to Dismiss to Strike or Motion for More Definite Statement was filed on January 18, 2012. Mediation is scheduled for September 19, 2012. Florida League counsel represents the Town and these claims are currently under investigation by the Florida League of Cities counsel in accordance with the Town's insurance policy and subject to the attorney-client privilege. This office is working with the Police Department and Florida League of Cities to sort out the facts and coverage issues. The Florida League previously investigated this matter and determined there was no liability on the Town or any of the officers, and the League stated there was probable cause for the arrest. Trial has not been set.

Follow Maranon foreclosure case in 17th Circuit in and for Broward County.

Special Matters:

Research, review and analyze state and county elections laws. Review of new case law and monitor legislation at Federal, State, and County levels. Review articles on land use ethical issues and conflicts of interests, legislative priorities, social media, fiscal sustainability; pre-emption of anti-subrogation and setoff provisions; beach renourishment, employee digital communications and the Quon decision, and emerging trends in real estate.



TOWN OF SURFSIDE
PROJECTS PROGRESS REPORT
CALVIN, GIORDANO & ASSOCIATES. INC.
July, 2012

1. **Planning and Community Development** –Major projects just getting underway include the Best Western site, the Surf Club and the construction of the Residence Inn (Transacta Lanai: Extended Stay). CGA is working closely with the Administration on the parking structure feasibility study and the potential expansion of the Bal Harbour Shops. CGA also presented to DVAC conceptual changes to the Town’s Sign Code. Planning staff continues to answer general zoning calls and e-mails from the public and to review building permits for conformance with the zoning code. CGA Planning Staff receives approximately 90 contacts from the public monthly.

2. **Website, Information Technology, TV Broadcasts** –The Town received three quotes for replacement security cameras located in Town Hall, the Police Department and outside Town Hall premises. The replacement security camera project was awarded to ATCI Communications in the amount of \$7,239.50, which was the low bid. Also, IT recently requested and is awaiting quotes for a new laptop and portable printer for the Code Compliance Department. New universal remotes have been ordered for the Community Center. The new remotes will facilitate the use of the TVs and components. The remotes will be preconfigured so that with the push of “one button” the appropriate components will turn on simplifying the process when utilizing the equipment. An instruction sheet will also be created as backup. Police radio recording software is being upgraded in an effort to incorporate email alert notifications. These alerts will notify the Dispatch Supervisor, LT. Richard Williams and IT Helpdesk when the system fails. The new upgrade will be operational on Monday, July 22, 2012. The Town will not incur a cost for the software upgrade from the software vendor, Replay Systems, Inc. Finance Department laptops have been configured with VPN (Virtual Private Network) and have been provided to the Town Controller and Budget Officer. The IT staff receives approximately 300 support requests via phone and email each month.

3. **Public Utilities / Engineering** – The Water/Sewer/Storm Drainage Project commenced on August 15, 2011 in the southern sector (Phase I) of the City. The project involves water main/water service replacements, lining or replacement of the gravity sewer mains and sewer lateral replacements, rehabilitation of the sewer pump stations, and improvements to the stormwater collection system including three (3) new storm drainage pump stations. Phase II which is the middle area of Town and includes the most complex storm drainage work is nearly complete. Phase III will begin in early August 2012 and will complete the north part of Town before the end of the year. The public information project website continues to be updated frequently and receives 15 to 30 views monthly.

Bal Harbour Village has completed the construction/installation of a parallel force main within the Collins Avenue corridor and the Town is currently utilizing the newly constructed force main. The Surfside project force main connections from the two (2) sanitary sewer pump stations have been substantially completed, certified and accepted by the regulatory agencies. With the connections completed the sewage flow has been diverted into the new Bal Harbour – Surfside force main to allow the old force main to be cleaned, investigated and tested. The appropriate course of action (repair/abandonment/continued back-up utilization) for the old force main can then be determined.

CGA continues to assist in the completion of a partial refinancing of the project to reduce the interest costs and provide funding for additional utility main replacements serving the Collins/Harding Avenue corridors.

Funding Summary –

<u>Funding Status:</u>	<u>Amount</u>	<u>Status</u>	<u>Probability</u>
FDEP Grant	\$873,500	In place	100%
FDEP Grant	\$125,000	In place	100%
FDEP Grant	\$100,000	In place	100%
FDEP State Revolving Fund Loan	\$9,312,881	In place*	100%
BBC Bond	\$859,000	In place	100%

\$11,270,381 Total In Place Funding

FEMA/PDM Grant	\$2,949,550	In process**	10%
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\$2,949,550 Total In Process Funding

*The Town received the letter to incur costs on October 25, 2011.

*The Town received the letter stating \$9.312MM in available funds for the project on February 28, 2012.

*This loan has the potential of \$2-\$3 Million being forgiven by the State in approximately 3 years.

**FEMA has yet to make a determination on this grant. Probability is low at 10%.

4. **Neighborhood Improvements** – CGA Staff began creating the traffic computer model of the Town’s roadway system as an element of the traffic calming study. The traffic counts to complete the traffic study are scheduled for September (to include school session traffic). After the study is completed, the Town will hold public meetings to discuss and receive resident input. The Town Commission determined to defer the additive alternate projects, including the traffic calming devices, until the water/sewer/storm drainage project was underway for one year to determine if remaining contingency account funding would be available.

CGA staff has also performed both the landside and in water survey inspections of the Town owned seawalls. Many sea walls were found to have serious issues involving the steel reinforcement, tie back systems and deteriorating concrete. The final report is being drafted and will be placed on the August 15, 2012 Town Commission agenda for direction.

CGA staff is also conducting a survey of the Business District building frontages and sidewalks. This survey will assist the Town in negotiations with FDOT regarding the sidewalk café lease.



Town of Surfside Commission Communication

Agenda Item#: 4A1

Agenda Date: July 17, 2012

Subject: FY12 Capital Improvements Element Update

Background: The Capital Improvements Element of the Comprehensive Plan must be reviewed on an annual basis and modified as necessary in accordance with §163.3177 of the Florida Statutes. Modifications to update the 5-year Schedule of Capital Improvements are not considered amendments to the Comprehensive Plan. This ordinance on first reading amends the Capital Improvements Element of the Comprehensive Plan as required by state law.

Analysis: Chapter 163 of the Florida Statutes requires each Comprehensive Plan to include a Schedule of Capital Improvements in the Capital Improvements Element. The Schedule of Capital Improvements (SCI) of the Capital Improvements Element is a subset of the Town's Capital Improvement Plan (CIP). The Capital Improvements Element includes projects which are necessary to ensure that adopted level of service standards provided in the Comprehensive Plan are achieved and maintained for a 5-year period. Level of service standards in the Comprehensive Plan include standards for stormwater, water, wastewater, transportation, schools, and parks. Therefore, the projects included in the Capital Improvements Element will be specific to the Comprehensive Plan level of service standards and will not include some projects in the Capital Improvement Plan such as IT, news racks or benches.

The Capital Improvements Element must also include transportation improvements included in the applicable Metropolitan Planning Organization's (MPO) transportation improvement program and the School Board's Five-Year Facilities Work Program if such improvements are relied upon to ensure concurrency. Both "Level of Service" and "Concurrency" are methods of measuring the availability and timing for installation of infrastructure that ensures new development has adequate services to handle site impacts. Capital improvements funded by local option gas taxes scheduled for construction within the community such as the Traffic Management Program (traffic calming program) during the next five years must also be included.

The following table highlights the different projects in the Capital Improvement Plan and the Capital Improvements Element:

Project Name	Included in Capital Improvement Plan	Included in the Capital Improvements Element
Town-wide Software Replacement Project	Yes	No
Technology Replacement Program	Yes	No
Parking Acquisition and Development	Yes	No
Municipal Parking Lot Restoration	Yes	No
Administrative Vehicle Replacement	Yes	No
Wastewater System Rehabilitation Program	Yes	Yes
Water System Maintenance Program	Yes	Yes
Collins Avenue Southern Sanitary Force Mains Improvement Project	Yes	Yes
FPL Conduit Under Intersections	Yes	No
Seawall Inspections	Yes	No
FDOT SR A1A/Collins Ave/Harding Ave Resurfacing	No	Yes
FDOT SR922/96 St Kane Concourse Resurfacing	No	Yes
Traffic Management Program	No (Included in FY 11/12 Town Budget under Municipal Transportation Fund Expenditures.)	Yes
Miami-Dade Public Schools Five-Year Facilities Work Program	No	Yes

The changes in the Capital Improvements Element update reflect the actual construction costs for the water, sewer, storm drainage projects and traffic calming devices town-wide. Additionally, each project must be identified as funded or unfunded.

The ordinance updates Tables 9-10A-D of the Schedule of Capital Improvements in the Capital Improvements Element. Table 9-10E includes by reference the Miami-Dade County Public Schools' Five-Year Facilities Work Program for FY 11/12 through FY15/16 adopted September 7, 2011.

Budget Impact: Planning, Engineering and Traffic Engineering staff's time was funded under a contract in the amount of \$4,845.75 approved in January 2012 to prepare the FY11/12 Capital Improvements Element Update.

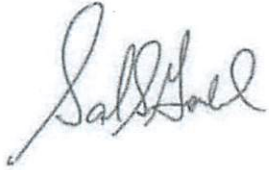
Staff Impact: N/A

Recommendation: The Planning and Zoning Board unanimously recommended approval of the Capital Improvements Element Update to the Town Commission at their May 31, 2012 meeting. Subsequently, the Collins Avenue Southern Sanitary Force Mains Improvement Project was added to Table 9-10B to complete the full inventory of projects affecting the wastewater level of service standard.

Staff recommends a motion to adopt this ordinance on first reading.

Exhibits

Exhibit A. Updated Schedule of Capital Improvements



Town Planner



Town Manager

Schedule of Funded Capital Improvements by Category and Funding Sources
 Tables 9-10A-D make up the Town's schedule of Capital Improvements. Funding sources are shown where applicable.

Table 9-10A
 Stormwater Projects

Town Stormwater Projects										
Project	Location	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	Total		
Stormwater Pollution Control Project	Townwide		\$668,781					\$668,781		\$2,771,190
Total Cost of Stormwater Projects		\$2,771,190	\$668,781					\$668,781		\$2,771,190
Funding Sources	FDEP LP6787 -Approved 12/31/08	-\$125,000	-	-	-	-	-	425,000		
	FDEP S0374 Approved 2/30/10	-\$873,500	-	-	-	-	-	873,500		
	State Revolving Loan Fund Previous Year Carryover	\$1,772,690						3,040,092		
			\$286,000	\$573,980	\$860,700	\$1,147,960		\$2,869,630		
Total Funding Available for Stormwater Pollution Control Project		\$2,771,190	\$286,000	\$573,980	\$860,700	\$1,147,960		\$5,640,820		

Source: Town of Surfside; Calvin, Giordano and Associates, Inc.

Note: The Town Commission approved a stormwater service rate increase to provide debt service for the fund balances for FY11. Funding sources for FY11 result in a carryover/reserve for each year FY12-FY16.

**Table 9-10B
Wastewater and Potable Water Projects**

Town Wastewater and Potable Water Projects									
Project Name	Location	FY 2011	FY2012	FY2013	FY2014	FY2015	FY2016	Total	
Wastewater System Rehabilitation Program	Townwide	3,987,400	\$900,321 \$1,048,123					\$900,321 \$6,036,223	
Collins Avenue Southern Sanitary Force Mains Improvement Project	Entire length of Collins Avenue through Surfside		\$3,300,000					\$3,300,000	
Water System Program	Townwide	4,241,200	\$1,067,433 \$1,797,374					\$1,067,433 \$6,038,574	
Total Cost of Projects		8,228,300	\$5,267,754 \$2,846,494					\$5,267,754 41,074,794	
Funding Sources	Miami-Dade County Building Better Communities Bond	828,000						828,000	
Funding Sources	Water and Sewer Fund	336,690	1,165,690					1,502,380	
	State Revolving Fund with non-ad-valorem pledge from rate adjustment	7,807,947	1,855,636					9,663,583	
	FDEP-LP8878 - 3/31/09	100,000						100,000	
	FDEP-LP8878 - 3/31/09	33,000						33,000	
	Previous year carryover			351,056	351,056	351,056		351,056	
Total Funding		9,106,637	3,021,326					42,127,963	

Source: Town of Surfside; Calvin, Giordano and Associates, Inc.

Notes: Description of Wastewater Rehabilitation Program: The Wastewater Rehabilitation Plan consists of three phases. Phase I required the placement of full dish gaskets on manhole openings and brings the Town in partial compliance with the mandates from PERA-DEPM. Phase II requires the repair or lining of sanitary sewer lines as detected by the recent cleaning and video project. Phase III (renovating pump stations) will complete the requirements as outlined in the Sanitary Sewer Evaluation Study (SSES).

Description of Collins Avenue Southern Sanitary Force Mains Improvement Project: This project involves the replacement of the force main sewer line along Collins Avenue throughout Surfside coordinated with similar work in Bal Harbour. The Miami-Dade County Building Better Communities Bond was approved on July 20, 2004.

Description of Water System Program: This project provides for the replacement of about 11 miles of water system pipe known to be in particularly poor condition.

The Town Commission approved water and sewer service rate increases to provide debt service and state revolving loan repayment for FY10 and FY11. Funding Sources for FY10 and FY11 result in a carryover of \$351,056 for each year FY12-FY15.

Table 9-10C
FDOT Projects

FDOT Projects									
Project Name	Location	FY-2014	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total	
SR A1A/Collins Ave/Harding Ave Resurfacing FDOT Item No. 4198581 and 4198231	Northbound along Collins Avenue from 75 th Street to north of 96 th Street. Southbound on Harding Avenue from Bal Harbour Shops to 94 th Street.		\$3,610,593					\$3,610,593	
SRA1A/Collins Avenue Resurfacing FDOT Item No. 4198584	150-foot north of 75 th Street to north of 96 th Street		\$4,820,000					\$4,820,000	
SRA1A/Harding Avenue Resurfacing FDOT Item No. 4198234	From Bal Harbour Shop Entrance to 94 th Street		\$1,315,000					\$1,315,000	
SR922/96 St Kane Concourse Resurfacing FDOT Item No. 4274211	From 163 feet east of E. Bay Harbor Drive to SR A1A/Collins Avenue .			\$381,089 \$694,000				\$381,089	
Total Cost of FDOT Projects			\$3,610,593 \$6,135,000	\$381,089 \$694,000				\$3,991,682 \$6,934,000	

Source: Florida Department of Transportation; FY2012-2016; FY2014-2015; Transportation Improvement Program, Miami-Dade Metropolitan Planning Organization

**Table 9-10D
Gas Tax Projects**

Gas Tax/ CITT Projects									
Project Name	Location	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total	
Traffic-Management-Program		\$65,000	\$85,000	\$80,000	\$80,000	\$80,000		\$380,000	
Traffic Median Design and Installation	88 th Street and Byron Avenue		\$84,750					\$84,750	
Traffic Study	All Town-owned Roads		\$49,550.80					\$49,550.80	
Traffic Calming Device Installation (Estimated Five Devices)	Location To Be Determined By Traffic Study			\$200,000				\$200,000	
Downtown-Improvement-Master Plan		\$23,500						\$23,500	
Mobility-Fee Study		\$75,000						\$75,000	
Total Cost		\$153,500	\$134,300.80 \$85,000	\$200,000 \$80,000	\$80,000	\$80,000		\$334,300.80 \$478,500	
Funding Source	Municipal Transportation Fund	\$258,500	\$109,181	\$110,818	\$112,480	\$114,168		\$109,181	
Balance		\$105,000	\$24,181	\$30,818	\$32,480	\$34,168		\$105,000	

Source: Town of Surfside Finance Department.
 Note: The Municipal Transportation Fund includes the Second Local Option Gas Tax, funds from the Citizen's Independent Transportation Trust (County gas tax shared with municipalities). The 2011 fund balance includes a balance transfer. FY11-15 projections are based upon a 1.5% increase in revenues from FY11.
 Project Descriptions: The Downtown Improvements Master Plan is a comprehensive study that focuses on Collins Avenue, Harding Avenue, and the surrounding downtown areas. The study is to include analysis and recommendations regarding hard-cape and soft-cape features, way-finding signage, aesthetic entrances, and other unique elements exclusive to the Town. Additional studies and improvement costs may result from these recommendations.

The Traffic Management Program is a program to implement various traffic calming devices throughout the Town. Traffic calming devices help lower vehicle speed and prevent cut through traffic on local roads. Traffic calming devices can include but are not limited to speed tables, roundabouts, partial road closures, road narrowing, and chicanes. Included in the funding are a traffic median design and installation project, a traffic study, and installation of an estimated five traffic calming devices. Traffic engineering analysis and construction costs.

The Mobility Fee Study would prepare Surfside for the adoption of transportation impact fee based upon multi-modal planning (auto, bicycle, pedestrian, mass transit) and the requirements implementing SB360.

TABLE 9-10E School Facilities Work Program
Miami-Dade Public Schools Five-Year Facilities Work Program for 2011-12 through 2015-16 adopted September 7, 2011

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE COMPREHENSIVE PLAN AND AN EFFECTIVE DATE.

WHEREAS, in 2005, the Florida Legislature passed Senate Bill 360, which required, in part, that local governments annually update the Capital Improvements Element contained in their Comprehensive Plans in order to ensure that the required level of service standard for the public facilities listed in Section 163.3180, Florida Statutes is achieved and maintained over the planning period; and

WHEREAS, pursuant to Section 163.3177, Florida Statutes, all local governments are required to adopt this update annually; and

WHEREAS, the Town of Surfside Planning and Zoning Board, as the local planning agency for the Town of Surfside ("Town"), recommended approval of the proposed amendments to the Capital Improvements Element of the Town of Surfside Comprehensive Plan ("Comprehensive Plan") on May 31, 2012; and

WHEREAS, after having received input and participation by interested members of the public and staff, and having considered the recommendation of the Town of Surfside Planning and Zoning Board and staff, the Town Commission found the proposed update to the Capital Improvements Element to be consistent with the Comprehensive Plan; and

WHEREAS, the Town Commission has conducted a first and second reading of the proposed ordinance at duly noticed public hearings as required by law and further finds the proposed changes to the Capital Improvements Element of the Comprehensive Plan necessary and in the best interest of the Town.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Adoption of the Annual Update to the Capital Improvements Element.

The Town Commission hereby adopts the annual update to the Capital Improvements Element contained in the Town of Surfside Comprehensive Plan, which is attached as Exhibit "A."

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Comprehensive Plan in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Comprehensive Plan. 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 Comprehensive Plan, 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 6. Effective Date.

This Ordinance shall be effective immediately upon passage by the Town Commission on second reading, except that the effective date of the Plan Amendment approved by this Ordinance shall be the date a final order is issued by the State Land Planning Agency or Administration Commission finding the Plan Amendment in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The State Land Planning Agency or Administration Commission's notice of intent to find the Plan Amendment in compliance shall be deemed to be a final order if no timely petition challenging the Plan Amendment is filed.

PASSED and **ADOPTED** on First Reading the _____ day of _____, 2012.

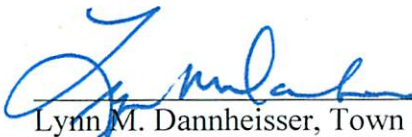
PASSED and **ADOPTED** on Second Reading this _____ day of _____, 2012.

Daniel Dietch, Mayor

Attest:

Sandra Novoa
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Commissioner Kligman	yes	_____	no	_____
Commissioner Lisbon	yes	_____	no	_____
Comissioner Olchyk	yes	_____	no	_____
Vice Mayor Karukin	yes	_____	no	_____
Mayor Dietch	yes	_____	no	_____

Schedule of Funded Capital Improvements by Category and Funding Sources

Tables 9-10A-D make up the Town's schedule of Capital Improvements. Funding sources are shown where applicable.

**Table 9-10A
Stormwater Projects**

Town Stormwater Projects								
Project	Location	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	Total
Stormwater Pollution Control Project	Townwide	\$2,771,190	\$668,781					\$668,781 \$2,771,190
Total Cost of Stormwater Projects		\$2,771,190	\$668,781					\$668,781 \$2,771,190
Funding Sources	FDEP LP6787— Approved 12/31/08	-\$125,000	-	-	-			125,000
	FDEP S0374 Approved 2/30/10	-\$873,500	-	-	-			873,500
	State Revolving Loan Fund	\$1,772,690		-	-			3,010,092
	Previous Year Carryover		\$286,990	\$573,980	\$860,700	\$1,147,960		\$2,869,630
		-	-	-	-			
Total Funding Available for Stormwater Pollution Control Project	-	\$2,771,190	\$286,990	\$573,980	\$860,700	\$1,147,960		\$5,640,820

Source: Town of Surfside; Calvin, Giordano and Associates, Inc.

Note: The Town Commission approved a stormwater service rate increases to provide debt service for the fund balances for FY11. Funding sources for FY11 result in a carryover/reserve for each year FY12-FY15.

**Table 9-10B
Wastewater and Potable Water Projects**

Town Wastewater and Potable Water Projects								
Project Name	Location	FY 2011	FY2012	FY2013	FY2014	FY2015	FY2016	Total
Wastewater System Rehabilitation Program	Townwide	3,987,100	\$900,321					\$900,321
			\$1,049,123					\$5,036,223
Water System Program	Townwide	4,241,200	\$1,067,433					\$1,067,433
			\$1,797,371					\$6,038,571
Total Cost of Projects		8,228,300	\$1,967,754					\$1,967,754
			\$2,846,494					\$11,074,794
Funding Sources	Miami-Dade County Building Better Communities Bond	829,000		-	-	-		829,000
Funding Sources	Water and Sewer Fund	336,690	1,165,690	-	-	-		1,502,380
-	State Revolving Fund with non-ad valorem pledge from rate adjustment.	7,807,947	1,855,636	-	-	-		9,663,583
-	FDEP LP8978 - 3/31/09	100,000	-	-	-	-		100,000
-	FDEP LP8978 - 3/31/09	33,000	-	-	-	-		33,000
-	Previous year carryover		-	351,056	351,056	351,056		
Total Funding		9,106,637	3,021,326					12,127,963

Source: Town of Surfside; Calvin, Giordano and Associates, Inc.

Notes: Description of Wastewater Rehabilitation Program: The Wastewater Rehabilitation Plan consists of three phases. Phase I required the placement of full dish gaskets on manhole openings and brings the Town in partial compliance with the mandates from PERA -DERM. Phase II requires the repair or lining of sanitary sewer lines as detected by the recent cleaning and video project. Phase III (renovating pump stations) will complete the requirements as outlined in the Sanitary Sewer Evaluation Study (SSES).

Description of Water System Program: This project provides for the replacement of about 11 miles of water system pipe known to be in particularly poor condition.

The Miami-Dade County Building Better Communities Bond was approved on July 20, 2004.

The Town Commission approved water and sewer service rate increases to provide debt service and state revolving loan repayment for FY10 and FY11. Funding Sources for FY10 and FY11 result in a carryover of \$351,056 for each year FY12-FY15.

**Table 9-10C
FDOT Projects**

FDOT Projects								
Project Name	Location	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
SR A1A/Collins Ave/Harding Ave Resurfacing FDOT Item No: 4198581 and 4198231	Northbound along Collins Avenue from 75 Street to north of 96 th Street. Southbound on Harding Avenue from Bal Harbour Shops to 94 Street.		\$3,610,593					\$3,610,593
SRA1A/Collins Avenue Resurfacing FDOT Item No. 4198581	150 feet north of 75th Street to north of 96 th Street		\$4,820,000					\$4,820,000
SRA1A/Harding Avenue Resurfacing FDOT Item No. 4198231	From Bal Harbour Shop Entrance to to 94 th Street		\$1,315,000					\$1,315,000
SR922/96 St Kane Concourse Resurfacing FDOT Item No. 4274211	From 163 feet east. of E. Bay Harbor Drive to SR A1A/Collins Avenue .	\$105,000		\$381,089 \$694,000				\$381,089
Total Cost of FDOT Projects		\$105,000	\$3,610,593 \$6,135,000	\$381,089 \$694,000				\$3,991,682 \$6,934,000

**Table 9-10D
Gas Tax Projects**

Gas Tax/ CITT Projects							
Project Name	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
Traffic Management Program	\$55,000	\$85,000	\$80,000	\$80,000	\$80,000		\$325,000 \$380,000
Downtown Improvement Master Plan	\$23,500						\$23,500
Mobility Fee Study	\$75,000						\$75,000
Total Cost	\$153,500	\$85,000	\$80,000	\$80,000	\$80,000		\$325,000 \$478,500
Funding Source	Municipal						
	Transportation	\$258,500	\$109,181	\$110,818	\$112,480	\$114,168	\$109,181
	Fund						
Balance	\$105,000	\$24,181	\$30,818	\$32,480	\$34,168		\$105,000

Source: Town of Surfside Finance Department.

Note: The Municipal Transportation Fund includes the Second Local Option Gas Tax, funds from the Citizen's Independent Transportation Trust (County gas tax shared with municipalities). The 2011 fund balance includes a balance transfer. FY11-15 projections are based upon a 1.5% increase in revenues years from FY11.

Project Descriptions: The Downtown Improvements Master Plan is a comprehensive study that focuses on Collins Avenue, Harding Avenue, and the surrounding downtown areas. The study is to include analysis and recommendations regarding hard-cape and soft-cape features, way-finding signage, aesthetic entranceways, and other unique elements exclusive to the Town. Additional studies and improvement costs may result from these recommendations.

The Traffic Management Program is a program to implement various traffic calming devices throughout the Town. Traffic calming devices help lower vehicle speed and prevent cut through traffic on local roads. Traffic calming devices can include but are not limited to speed tables, roundabouts, partial road closures, road narrowing, and chicanes. Included in the funding are traffic engineering analysis and construction costs.

The Mobility Fee Study would prepare Surfside for the adoption of transportation impact fee based upon multi-modal planning (auto, bicycle, pedestrian, mass transit) and the requirements implementing SB360.

TABLE 9-10E School Facilities Work Program
Miami-Dade Public Schools Five-Year Facilities Work Program for 2011-12 through 2015-16 adopted September 7, 2011

Town of Surfside
Comprehensive Plan

9-5

FY12 Update
Capital Improvements Element



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *LMD*

CC: Roger M. Carlton, Town Manager

DATE: July 17, 2012

SUBJECT: Amended Legislation to Planning & Zoning/Design Review Board Requirements

As you will recall, the Town Commission attempted to make the final appointments to the Planning & Zoning Board at the last Commission meeting and could not identify a potential member possessing the required qualifications for the Board. Commissioner Kligman requested the ordinance be amended to expand the permitted qualifications for the Planning and Zoning and alleviate the problem. The Town Commission requested that I present the matter for further discussion by the Planning and Zoning ("P & Z") Board.

The P & Z Board at its June meeting discussed this topic and went on to explore alternative legislation to be drafted which would actually dissolve the Design Review Board ("DRB") and merge the DRB's design review functions into the P & Z, thereby simplifying the entire process.

Attached is the first ordinance expanding membership of the Board to allow (in addition to the present requirements of a Florida licensed architect, general contractor, certified planner or landscape architect) a registered interior designer or a Florida licensed attorney. This should facilitate your ability to fully seat the P & Z Board.

By September, I will bring back to the Commission a fully revised ordinance in accordance with the discussion at P & Z, merging the design review and zoning functions into a single Board (with its expanded professional qualifications.) Additionally, with your permission, and for your further consideration, I would also like the opportunity to clean up the whole section including delineating certain issues with more specificity, such as functions of the Board, what happens on the Board if there is a vacancy in the Commission, and how applications are handled procedurally including specific application requirements.

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90-15 "MEMBERSHIP/QUORUM, MINIMUM QUALIFICATIONS, OFFICERS, TERMS OF OFFICERS, VACANCIES, GENERAL REGULATIONS, RECOMMENDATIONS, EXPENDITURES, INDEBTEDNESS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 90-15 (1)(a) requires among other things that: "(a)... One of the [P & Z] board members must be a Florida-licensed architect or a Florida-licensed general contractor or certified planner (AICP), or a Florida-licensed landscape architect."; and

WHEREAS, it now appears this requirement is too stringent and the Commission wanted to enlarge the group of professionals from which to select a board member and therefore the Commission has added different professionals; and

WHEREAS, The Planning and Zoning Board, as the local planning agency for the Town, has held a public hearing on August 30, 2012 and recommended approval of the proposed amendments to the Code of Ordinances and also found the proposed Code amendments to be consistent with the Comprehensive Plan; and

WHEREAS, after due public notice, and having received input and participation by interested members of the public and staff, and having considered the Town of Surfside Planning & Zoning Board's recommendation, the Town Commission finds the proposed change to the Code necessary and in the best interest of the community; and

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

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Amendments to the Code of Ordinances. The Code of Ordinances shall be amended as follows:

Sec. 90-15. - Membership/quorum, minimum qualifications, officers, terms of officers, vacancies, general regulations, recommendations, expenditures, indebtedness.

(1) *Membership/quorum:* The planning and zoning board membership and quorum requirements for zoning matters and design review matters are as follows:

(a) *Zoning matters:* The planning and zoning board, when performing its zoning functions, shall consist of five members. One of the board members must be a Florida-licensed architect or a Florida-licensed general contractor or certified planner (AICP) or a Florida-licensed landscape architect, or a Registered Interior Designer, or a Florida-licensed attorney. Each commissioner shall be entitled to one board appointment, not subject to majority approval. Three members present at the planning and zoning board meetings shall constitute a quorum.

Section 3. Inclusion in the Code. It is the intention of the Commission, and it is hereby ordained that this Ordinance shall become and be made a part of the Town of Surfside Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 4. 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 5. Inclusion in the Code of Ordinances. 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 6. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall become effective in ten (10) days after second reading.

PASSED and ADOPTED on First Reading the 17th day of July, 2012.

PASSED and ADOPTED on Second Reading this ____ day of _____, 2012.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes _____	no _____
Vice- Mayor Karukin	yes _____	no _____
Commissioner Olchyk	yes _____	no _____
Commissioner Kligman	yes _____	no _____



Town of Surfside Commission Communication

Agenda Item #: 4B2

Agenda Date: July 17, 2012

Subject: Fence Ordinance

From: Roger M. Carlton, Town Manager
Sarah Sinatra Gould, AICP, Town Planner

Background: The code of ordinances limits fences and walls in the front setback to a height based on the lot width. The height is three and a half feet for lots less than or equal to fifty feet and for lots greater than 50 feet, the height is three and a half feet plus one half foot for each 10 feet exceeding 50 feet. For example, if a lot is 60 feet in width, then a four foot high fence would be permitted. Because most of the lots are approximately fifty feet in width, this code provision limits the height of a fence or wall to three and a half feet for the majority of the lots.

The Planning and Zoning / Design Review Board heard a request by a single family homeowner for a fence in the front setback at the May 31, 2012 meeting. Because of the three and a half foot high code requirement, staff conditioned the approval of the fence to three and a half feet. The homeowner presented her application and requested that the Board approve the fence at four feet high. This request by the homeowner is due to the fact that typical fence heights are four, five and six feet. Staff researched this point and found that while a wall is usually a custom design, a fence is typically store bought. A three and a half foot high fence is not common for a store bought fence, which could pose a hardship on the residents.

Request:

Lot Frontage	Maximum Height (Feet)	Maximum Opacity (Percent)
Less than or equal to 50 ft in width	3½-4 ft	All wall and fence surfaces above two (2) feet measured from grade shall maintain a maximum opacity of fifty (50) percent
Wider than 50 ft and less than 100 ft	3½-4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 5 ft	
Wider than or equal to 100 ft	3½-4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 6 ft>	
Secondary frontage (Corner only)	Shall adhere to the height and opacity limitations for corresponding lot frontage	

Recommendation: The Planning and Zoning Board unanimously recommended approval to the Town Commission at their June 28, 2012 meeting. Staff is recommending that the Town Commission approve the fence ordinance on first reading.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A



Sarah Sinatra Gould, AICP, Town Planner



Roger M. Carlton, Town Manager

Sec. 90-56. - Fences, walls and hedges.

90-56.1 A fence or ornamental wall not more than six (6) feet in height, as measured from grade, may project into or enclose an interior side or rear yard only. Notwithstanding anything to the contrary elsewhere in the code, for purposes of this section, grade is defined as the point of the ground immediately below the location of the fence or wall.

90-56.2 A fence or ornamental wall may be placed within the front yard or primary corner yard if granted approval by the Design Review Board.

90-56.3 Fences or ornamental walls placed within a front yard or secondary frontage/corner yard are limited to function as spatial locators and shall not be substantial in appearance and shall adhere to height and opacity limitations as set forth in Table 90-56(d).4.

90-56.4 Front yard and corner yard fences and ornamental walls—Table.

Lot Frontage	Maximum Height (Feet)	Maximum Opacity (Percent)
Less than or equal to 50 ft in width	3½ 4 ft	All wall and fence surfaces above two (2) feet measured from grade shall maintain a maximum opacity of fifty (50) percent
Wider than 50 ft and less than 100 ft	3½ 4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 5 ft	
Wider than or equal to 100 ft	3½ 4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 6 ft	
Secondary frontage (Corner only)	Shall adhere to the height and opacity limitations for corresponding lot frontage	

ORDINANCE NO. 12-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-56.1-4 "FENCES, WALLS, AND HEDGES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") by Ordinance 12-1558, § 2 adopted regulations for fence, walls, and hedges height and opacity limitations as related to the lot frontage; and

WHEREAS, the Commission having already heard one request for a fence in the front setback on the condition of satisfying the fence height requirement now anticipates the height requirement will need to be amended which can be easily handled by the Town Manager and the Town Commission hereby wishes to increase the height limitation; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, shall conduct a hearing on the proposed amendment on June 28, 2012 with due public notice and input; and

WHEREAS, the Town Commission shall have conducted a first duly noticed public hearing on these regulations as required by law on July 17, 2012; and

WHEREAS, the Town Commission shall have conducted a duly noticed second public hearing on these regulations as required by law on August 15, 2012.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-56. - Fences, walls and hedges.

90-56.1 A fence or ornamental wall not more than six (6) feet in height, as measured from grade, may project into or enclose an interior side or rear yard only. Notwithstanding anything to the contrary elsewhere in the code, for purposes of this section, grade is defined as the point of the ground immediately below the location of the fence or wall.

90-56.2 A fence or ornamental wall may be placed within the front yard or primary corner yard if granted approval by the Design Review Board.

90-56.3 Fences or ornamental walls placed within a front yard or secondary frontage/corner yard are limited to function as spatial locators and shall not be substantial in appearance and shall adhere to height and opacity limitations as set forth in Table 90-56(d).4.

90-56.4 Front yard and corner yard fences and ornamental walls—Table.

Lot Frontage	Maximum Height (Feet)	Maximum Opacity (Percent)
Less than or equal to 50 ft in width	3½-4 ft	All wall and fence surfaces above two (2) feet measured from grade shall maintain a maximum opacity of fifty (50) percent
Wider than 50 ft and less than 100 ft	3½ 4ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 5 ft	
Wider than or equal to 100 ft	3½ 4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 6 ft>	
Secondary frontage (Corner only)	Shall adhere to the height and opacity limitations for corresponding lot frontage	

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. 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 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of July, 2012.

PASSED and ADOPTED on second reading this ____ day of August, 2012.

Daniel Dietch, Mayor

Attest:

Sandra Novoa
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

Ordinance No. _____

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Commissioner Michelle Kligman	yes	_____	no	_____
Commissioner Marta Olchyk	yes	_____	no	_____
Vice Mayor Michael Karukin	yes	_____	no	_____
Mayor Daniel Dietch	yes	_____	no	_____

Ordinance No. _____



**Town of Surfside
Commission Communication**

To: Honorable Mayor and Members of the Town Commission

From: Roger M. Carlton, Town Manager

Agenda Date: July 17, 2012

Subject: Adopt an Ordinance Governing Height of Ceiling and other Requirements in Parking Facilities with Elevator Lifts

Recommendation: Adopt an ordinance governing the height of ceilings in parking facilities utilizing elevator lifts to ensure sufficient vertical clearance for two vehicles, the type and operation of the lifts, the requirement for valet service and no self parking, maintenance requirements and other matters for future buildings which have such systems in their plans.

Background: A number of buildings have been completed in the Town of Surfside which utilize mechanical lifts to meet their parking requirements. In an urban area with very high land costs and height restrictions, this solution is economical and practical if the parking facility is well designed and meets long term operation and maintenance requirements. Passage of this ordinance will provide uniform guidelines for parking lifts that will help Surfside's development review, building inspection and code compliance processes to improve design and ensure long term maintenance of these parking facilities.

One note is that this ordinance will not regulate the newly emerging automated parking facility technology. These parking facilities accept vehicles at the entrance of a parking structure, take the vehicle to a space mechanically and then return it upon payment. Rich and Associates is reviewing the potential for this technology to provide a smaller (height) garage at the three sites under review in the parking facility feasibility study. If the technology proves feasible, the Town Commission will determine the appropriateness of the strategy in the future. If an automated parking facility is to be built, the regulatory framework will be developed in the form of an ordinance at the time.

Conclusion: As we move forward with major projects on the Best Western and Surf Club sites, establishing design and operational standards for parking lifts is appropriate. Therefore Town Commission approval of an ordinance on first reading is recommended. The Planning and Zoning Board recommended this ordinance during their June 28, 2012 meeting.

ORDINANCE NO. 12- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90-77 "OFF STREET PARKING REQUIREMENTS" TO PERMIT MECHANICAL PARKING LIFTS TO BE COUNTED AS REQUIRED PARKING SPACES SUBJECT TO CERTAIN CONDITIONS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside is desirous of amending the Town Code to provide for automated parking through the use of parking lifts and mechanical parking systems, subject to certain conditions; and

WHEREAS, the Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing on the proposed amendments to the Code of Ordinances on June 28, 2012; and

WHEREAS, the Town Commission has held its first duly noticed public hearing on these regulations on July 17, 2012 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on August 15, 2012 and further finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Division 1. Off-Street Parking
Section 90-77. Off-Street Parking Requirements.

f) Parking lifts. For the purposes of this section, "parking lifts" shall be defined as an electro-hydraulic mechanism in a multifamily residential building or in a non-residential building that lifts a parked passenger vehicle to make space available to park a passenger vehicle below it in a single vertical tandem fashion. A parking lift space may be counted as a parking space required by subsection 90-77(c), and shall not be subject to the minimum parking stall size requirements of subsection 90-81.1(1) provided that all of the following conditions are fulfilled:

1. A traffic queuing analysis shall be submitted by the owner of the building for parking areas using parking lifts, for review and approval by the Town Manager, to ensure efficient processing times and queue lengths. The number of parking lifts permitted to be counted as required parking spaces shall be determined by the approved queuing analysis; and
2. All parking lifts shall be located within a fully enclosed parking garage and shall not be visible from exterior view. No outside parking lifts shall be permitted; and
3. Parking lifts shall be permitted only when operated by an attendant or a licensed and insured valet parking company on a 24-hour/seven-days-a-week basis, to be confirmed by Restrictive Covenant to be recorded by the owner/applicant prior to establishment of the use; and
4. No resident, guest, patron or customer of the building shall be permitted to operate the parking lift. A physical barrier shall be placed in the parking area to prohibit access to the parking lift area by residents, guests, patrons or customers of the building; and
5. All parking lifts shall be maintained and kept in good working order; and
6. The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below; and
7. All lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage; and
8. All parking lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift; and
9. Ceiling heights of any parking level with parking lifts shall be a minimum of fourteen feet four inches (14'4") and sufficient to accommodate all types of passenger vehicles. Such required height shall be proposed in the traffic queuing study and approved by the Town Manager. There shall be no beams, plumbing, or sprinklers that lower or otherwise interfere with this clearance across the entire span of the parking space; and
10. Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions outside of the parking garage.

g) No automated parking system, other than the parking lifts defined in subsection 90-77(f) shall be permitted as a required parking space unless first approved as a conditional use by the Planning and Zoning Board at a public hearing following the procedures in section 90-35 of the Town Code.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. 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 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this ____ day of _____, 2012.


PASSED and ADOPTED on second reading this ____ day of _____, 2012.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Daniel Dietch	yes	_____	no	_____
Vice- Mayor Karukin	yes	_____	no	_____
Commissioner Olchyk	yes	_____	no	_____
Commissioner Kligman	yes	_____	no	_____



Town of Surfside Commission Communication

Agenda Item # 5A

Agenda Date: July 17, 2012

Subject: Proposed Ad-Valorem Budget Millage for Fiscal Year 12/13.

Objective: To adopt a preliminary Budget Millage rate for Fiscal Year 12/13.

Recommendation: It is recommended that the Town Commission adopt the preliminary budget ad-valorem maximum millage at 5.4000 mills.

Background: The Town of Surfside received the 2012 Certification of Taxable Value from the Miami-Dade County Property Appraiser on July 1, 2012. The Town must establish a proposed millage that will be in the property tax TRIM notice by Miami-Dade County including the date, time, and location of our first public budget hearing to all property owners. The deadline for returning our proposed millage for the FY 12/13 budget to the Miami-Dade Property Appraiser and Tax Collector is August 3, 2012.

Analysis: Establishing a preliminary millage rate that requires a majority vote (3 out of 5 Commission members) will enable the Town Commission to evaluate the entire proposed FY 12/13 operating and capital improvement recommendations while also receiving public discussion and input during our scheduled public hearings. The proposed millage rate is a not-to-exceed rate, it can be lowered but not raised without certain extraordinary actions. Raising the rate after the setting of the TRIM notice amount of 5.4000 mills would require the expense of an additional first class mailing to all Surfside property owners.

Budget Impact: The proposed rate of 5.4000 mills for FY 12/13 is .1000 mills lower than the adopted rate for FY 11/12.

Staff Impact: Adoption for the proposed FY 12/13 millage of 5.4000 mills in conjunction with all the other elements of the Proposed FY 12/13 Budget as has now been adjusted in a budget workshop and a Special Town Commission meeting will provide the necessary resources to meet the objectives of the Town Commission.

There will be five summer studies to further document recommendations made in the FY 12/13 Proposed Budget. These studies will be discussed in a Special Town Commission meeting to be held on August 23, 2012 and with a final determination to be made after two public hearings to be held in September, 2012.



Donald Nelson
Finance Director



Roger M Carlton
Town Manager

Detailed Examples of Impact on Property Valuations Taxes Paid

Page 106

Example for Commercial and Residential Properties With No Exemptions at Multiple Values

Commercial / No Exemption FY 11/12 Tax Levy at Adopted 5.500 mills	Property Taxable Value FY 11/12	\$250,000	\$350,000	\$400,000	\$450,000
		\$1,375	\$1,925	\$2,200	\$2,475
Projected Property Taxable Value FY 12/13 (8.6%)		\$271,500	\$380,100	\$434,400	\$488,700
Commercial / No Exemption FY 12/13 Tax Levy at Proposed 5.400 mills		\$1,466	\$2,052	\$2,346	\$2,639
Surfside Property Tax Change for Commercial and Residential Properties With No Taxable Exemptions		\$91	\$127	\$146	\$164

Example for Homestead (\$50,000) with Save our Homes (SOH) Maximum Increase

Property Assessed Value FY 11/12	\$250,000	\$350,000	\$400,000	\$450,000
Property Taxable Value FY 11/12 With \$50,000 Reduction	\$200,000	\$300,000	\$350,000	\$400,000
Residential / Homestead Exemption FY 11/12 Tax Levy at Adopted 5.500 mills	\$1,100	\$1,650	\$1,925	\$2,200
FY 12/13 Maximum Increase to FY 11/12 Taxable Valuation for SOH (3.0%)	\$257,500	\$360,500	\$412,000	\$463,500
Property Taxable Value FY 12/13 with \$50,000 Reduction	\$207,500	\$310,500	\$362,000	\$413,500
Residential / Homestead FY 12/13 Tax Levy at Proposed 5.400 mills	\$1,120	\$1,677	\$1,955	\$2,233
Surfside Property Tax Change for Homestead Property	\$20	\$27	\$30	\$33

Amount of offset to Ad-Valorem

Tax Bills if paid in November, 2012 Plus Saving 4 percent on Solid Waste/Recycling Bill

	\$56	\$78	\$89	\$100
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Total Amount to offset of Ad-Valorem

Tax Bills if paid in November, 2012 and property owner is in a 28% tax bracket(only for solid waste bill)

	\$133	\$156	\$167	\$178
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**FY 12/13 Millage Maximums and Related Information
(Based on Certified Assessment Information)
As of July 1, 2012**

Millage Name	Votes Required	Maximum Millage	Total Net Ad-Valorem Revenues	Net Increased Revenues from June 19, 2012 Proposed Budget Book
FY 12/13 Proposed Rate	3	5.4000	\$5,449,159	\$149,869
FY 11/12 Adopted Rate	3	5.5000	\$5,550,069	\$250,779
Rolled-back Rate	3	5.0635	\$5,109,596	(\$189,694)
Majority Vote Rate	3	5.8098	\$5,862,690	\$563,400
Two-Thirds Vote Rate	4	6.3908	\$6,448,979	\$1,149,689
Unanimous	5	10.0000	\$10,091,035	\$4,791,745

Based on Certified Gross Taxable Value of \$1,062,214,226 as of July 1, 2012

RESOLUTION NO. 12-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DETERMINING A PROPOSED OPERATING MILLAGE RATE, DETERMINING THE CURRENT YEAR ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about July 1, 2012, the Honorable Pedro J. Garcia, The Property Appraiser of Miami-Dade County, Florida served upon the Town of Surfside (the “Town”), a “Certification of Taxable Value” certifying to the Town its 2012 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Miami-Dade County the proposed operating millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millages and the tentative budget; and

WHEREAS, the Town Commission desires to announce the dates of the first and second public hearings to the Property Appraiser of Miami-Dade County; and

WHEREAS, the Town Commission has reviewed the figures supplied by the Property Appraiser of Miami-Dade County and conferred at a public meeting with the Town Attorney and that being otherwise fully advised in the premises.

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

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. That the proposed operating Millage Rate for the first public hearing shall be 5.400 mills, which is \$5.40 dollars per \$1,000.00 of assessed property within the Town of Surfside for the 2012/2013 fiscal year.

Section 3. That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is 5.0635 dollars per \$1,000.00.

Section 4. That the proposed operating millage rate percent change is more than the rolled-back rate by 6.65%.

Section 5. That the date, time and place of the first and second public hearings are hereby set by the Town Commission as follows:

Date: September 10, 2012
Time: 5:01 p.m.
Place: Surfside Town Hall
9293 Harding Avenue
Surfside, Fl 33154

Date: September 24, 2012
Time: 5:01 p.m.
Place: Surfside Town Hall
9293 Harding Avenue
Surfside, Fl 33154

Section 6. That pursuant to the Florida Statutes, and the rules and regulations of the Florida Department of Revenue, the Town Clerk is hereby directed to attach the original Certification of Taxable Value to a certified copy of this resolution and serve the same upon the Honorable Pedro J. Garcia, Property Appraiser of Miami-Dade County before August 3, 2012.

Resolution No. 12- _____

Section 7. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this ____ day of _____, 2012.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION


Commissioner Michelle Kligman _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

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



Lynn M. Dannheisser
Town Attorney

Resolution No. 12- ____



TOWN OF SURFSIDE
Office of the Town Attorney


MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009
 Telephone: 305 993-1065

Lynn M. Dannheisser
 Town Attorney

Ldannheisser@townofsurfsidefl.gov

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney 

CC: Roger M. Carlton, Town Manager
 Sandra Novoa, Town Clerk

DATE: July 17, 2012

SUBJECT: Charter Review Ballot Questions

As discussed at the June Commission meeting, the Commission discussed and approved for placement on the November ballot questions on four (4) issues:

1. Adoption of a Citizen's Bill of Rights
2. Procedure for a vacancy in candidacy
3. Mandatory charter review every ten (10) years with the first review to commence in the twelve (12) months following adoption of the provision.
4. Clarification of the intensity, density, and height restriction provision

The issues are once again described below but in the course of the discussion on the amendment to Section 105(8), the procedure to deal with a **vacancy in candidacy**, the Mayor raised some questions on various election scenarios not addressed by that draft amendment. We have now attempted to capture all combinations of election scenarios (i.e., three candidates running for Commission with only one Mayoral candidate, two mayoral candidates with two candidates running for Commission, no mayoral candidate with four candidates running for Commission, etc.) While I believe we have accomplished this end, our particular charter with its unique combination of provisions such as all terms ending simultaneously [instead of having

staggered terms], the four top vote-getters being elected to the Commission with the Mayor running separately [instead of having separate seats or instead of including the Mayor in the top vote-getters] has unnecessarily complicated what would otherwise be a fairly straightforward issue to address. This just highlights the fact that the Town **MUST** try to simplify the Charter in future charter review. The ballot question itself, however, is straightforward and the chief purpose of the proposed charter amendment is clear.

Please note that to the extent there are any unforeseen circumstances not addressed in this charter amendment, we have included a catch-all provision that allows the Commission, as it did in the last election, to create an ordinance to address the unanticipated issue(s). Lastly, understanding we could go on ad infinitum with additional qualification periods or elections, we propose the approach that if, in the unlikely and extraordinary circumstance, where after a *second* attempt at qualification, a vacancy in candidacy still exists, but, at least two Commission candidates and one Mayoral candidate has qualified, they shall be deemed elected. Thereafter, collectively, they will appoint the remaining vacant Commission positions. All incumbent Commissioners (including the Mayor) shall remain in office until a new Commission is seated.

The **Preamble and Bill of Rights** was adopted from the Charter Review Board report except to clarify certain issues (without changing the intent) and delete language that pertains only to the County with no applicability to the Town, such as references to voter registration locations. The Town Manager wishes the Commission to consider deleting the sentence in the Bill of Rights language that I have placed in brackets in Paragraph 13 C. The ballot question itself is a copy of the County's ballot question which was passed on September 7, 1976.

The Charter also adds a section (128) to provide for **mandatory charter review** within the first twelve (12) months after the adoption of this provision. It also would provide for the appointment of a Charter review board ("Charter Board") consisting of five persons every 10th year commencing December 2022 with each Commissioner entitled to such an appointment with ratification by a majority of the Commission. Deliberation would begin within forty-five (45) days after appointment by Commission with the Commission to consider those recommendations at the next regularly scheduled Commission meeting. This provision would not inhibit the Town Commission or the electorate at any time from initiating a charter amendment in accordance with Article VIII ("Initiative and Referendum").

Finally, the intent of the electorate in 2004 to **limit height, density and intensity** of development is carried out and clarified and reinforced by revised language as suggested by outside zoning counsel to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio which is discussed in the Comprehensive Plan, and that heights be defined in both stories and feet and so there is no opportunity for misinterpretation. Also attached for your reference is an opinion letter rendered by outside zoning counsel reviewing the present Section 4 of the Town Charter and the amendments proposed by the Charter Board at the time. The result was a recommendation on proper language to be included in the charter to better reflect and effectuate the intent of the electorate back in 2004 when it was first adopted and to accommodate HB 7207 prohibiting referenda on proposed comprehensive plan changes to avoid any legal challenge. The original Charter Review Report is once again also attached for convenient reference.

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CHARTER TO PROVIDE REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; PROVIDING FOR COPIES OF THE CHARTER AMENDMENT TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR INCLUSION IN THE CHARTER; ACCEPTING THOSE CHARTER PROVISIONS APPROVED BY A MAJORITY OF THE VOTERS ON NOVEMBER 6, 2012 ACCORDING TO OFFICIAL RESULTS; AMENDING THE TOWN CHARTER TO ADD A PREAMBLE AND CITIZEN'S BILL OF RIGHTS; AMENDING ARTICLE VI. SECTION 105 GENERAL AND SPECIAL ELECTIONS OF COMMISSION MEMBERS; ARTICLE IX. SECTION 128 MANDATORY CHARTER REVIEW; AND ARTICLE I. SECTION 4 GENERAL POWERS OF TOWN; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; DIRECTING THE TOWN CLERK TO AMEND AND CODIFY THE TOWN CHARTER IN ACCORDANCE WITH THE ELECTION RESULTS AND THIS RESOLUTION; PROVIDING FOR INCLUSION INTO THE TOWN CHARTER AND CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 97.1 of the Town Charter of the Town of Surfside ("Town") referencing Section 6.03 of Article 6 of the Home Rule Charter for Miami-Dade County provides the manner in which charter amendments shall be proposed; and

WHEREAS, the Town Commission wishes to submit these proposed charter amendments for approval or rejection by the electors; and

WHEREAS, pursuant to law, the electors of the Town shall have the power to approve or reject at the polls any matter submitted by the Town Commission to a vote of the electors.

NOW, THEREFORE, THE TOWN COMMISSION OF THE TOWN OF SURFSIDE HEREBY RESOLVES:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Proposed Amendments:¹

The Charter of the Town of Surfside subject to a vote of the electorate is hereby amended as follows:

- A. To add a Preamble and Citizen's Bill of Rights which shall read as follows:

PREAMBLE

We, the people of the Town of Surfside (hereinafter, "Town"), under the Constitution and laws of the State of Florida, in order to secure the benefits of local self-government and to provide for an honest and accountable Commissioners-Manager government, do hereby adopt this Charter and confer upon the Town the following powers, subject to the following restrictions, and prescribed by the following procedures and governmental structure. By this action, we secure the benefits of home rule and affirm the values of representative democracy, professional management, political leadership, citizen participation and regional cooperation.

CITIZEN'S BILL OF RIGHTS

A. This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administration, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

1. Convenient Access. Every person has the right to transact Town business with a minimum of personal inconvenience. It shall be the duty of the Town Manager and the Commission to provide, within the Town's budget limitations, reasonably convenient times and places for required inspections of Town records, access to notice of public meetings, and for transacting business with the Town.

2. Truth in Government. No Town official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

3. Public Records. All audits, reports, minutes, documents and other public records of the Town and its boards, agencies, committees, departments, and authorities shall be open for inspection at reasonable times and places convenient to the public.

4. Minutes and Ordinance Register. The Town Clerk shall maintain and make available for public inspection an ordinance register separate from minutes showing the votes of each member of the Commission on all ordinances and resolutions listed by descriptive

¹ The words that are stricken through are intended to be deleted from this section of the Town Charter once it is approved. The words that are underscored constitute the proposed amendments to the section once it is approved.

title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meetings.

5. Right to be Heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Town Commission or any Town agency, board, or committee for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Town. Matters shall be scheduled for the convenience of the public. The Town Commission shall adopt agenda procedure and schedule hearings in a manner that will enhance the opportunity for public participation. Nothing herein shall prohibit any Town entity or agency from imposing reasonable time limits and procedures for the presentation of a matter.

6. Right to Notice. Persons entitled to notice of a Town hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

7. No Unreasonable Postponements. No matter, once having been placed on a formal agenda by the Town, shall be postponed to another day except for good cause shown in the opinion of the Town Commission, Board or agency conducting such meeting, and then only on condition that the affected person shall, upon written request, receive mailed notice of the new date of any postponed meeting. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing.

8. Right to Public Hearing. Upon a timely written request from any interested party, and after presentation of the facts to and approved by the Commission, a public hearing shall be held by any Town agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Town Attorney or to any body whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his or her counsel shall be entitled to present his or her case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

9. Notice of Action and Reasons. To the extent the Town is required to do same by law, notice shall be given of the denial of any decision of any Town proceeding at the

conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

10. Manager's and Attorney's Reports. The Town Manager and Town Attorney shall periodically make public status reports on all material matters pending or concluded within their respective areas of concern.

11. Budgeting. In addition to any budget required by state statute, the Town Manager at the direction of the Town Commission shall prepare a budget showing the projected revenues and expenses of each department for each budget year. Prior to the Town Commission's first public meeting on the proposed budget required by state law, the Town Manager shall make public a budget summary setting forth the projected revenues and expenses of the various departments and reflecting the personnel and their title in each department, the estimated millage cost of each department and the amount of any contingency and carryover funds for each department.

12. Quarterly Budget Comparisons. The Town Manager shall make public not less than quarterly a report showing the actual revenues and expenses during the quarter just ended against one quarter of the proposed annual revenues and expenses set forth in the budget. Such report shall also reflect the same cumulative information for whatever portion of the fiscal year that has elapsed.

13. Representation of Public. The Town Commission shall endeavor, when deemed appropriate, to designate one or more individuals to represent the Town at all proceedings before county, state and federal regulatory bodies, significantly affecting the Town and its residents.

B. The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of the Town. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Town. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

C. Remedies for Violations. In any suit by a citizen alleging a violation of this Article filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover reasonable reasonable costs and attorneys' fees as fixed by the court.

D. Construction. All provisions of this Bill of Rights shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this Bill of Rights shall be declared invalid, it shall not affect the validity of the remaining provisions."

[See Ballot Question 1 in Paragraph 3 below.]

- B. To amend Subsection (8), Sec. 105. “General and special elections of commission members” Article VI. **Nominations and Elections** as follows:

Section 105. General and Special Elections of Commission Members

Section 105. General and Special Elections of Commission Members

~~(8) If more than five (5) candidates qualify for the general Commission election, and if after the last date for qualifying and before the date of the election the number of candidates is reduced for any lawful reason to five (5) or less, the election shall be postponed by the Commission to a date not less than twenty-eight (28) days nor more than thirty-five (35) days from the scheduled date. Qualifying of candidates shall be reopened until fourteen (14) days before the new election date. The terms of all incumbent Commissioners shall be extended until their successors are duly elected.~~

(a) First Qualifying Period.

(i) If, by the last date for qualifying, fewer than four (4) candidates have qualified for the office of Commissioner and/or if fewer than one (1) candidate has qualified for the office of Mayor, the election shall be postponed by the Commission to a date not less than twenty-eight (28) days nor more than thirty-five (35) days from the scheduled date provided that, if only one (1) candidate has qualified for the office of Mayor and exactly four (4) candidates have qualified for office of Commission, all five qualified candidates (four Commissioners and Mayor) shall be deemed elected by operation of law, and the Vice Mayor shall be selected as provided in the last sentence in subsection (b) (ii) herein.

(ii) If an election is required for the Mayoral office and exactly four (4) candidates qualified for office of Commission, the names of the four (4) qualified Commission candidates shall be placed on the ballot solely for the purpose of selecting the Vice-Mayor but are otherwise deemed elected.

(iii) If an election is required for the four Commissioner offices, and exactly one candidate qualified for the Mayoral office, the Mayoral candidate shall be deemed elected by operation of law.

(b) Second Qualifying Period.

(i) The second qualifying period shall be open from the day after the expiration of the first qualifying period until fourteen (14) days before the new election date.

(ii) If, at that time, fewer candidates than required but not less than three (which may include one mayoral candidate) timely qualify to run for the offices of Commissioner and/or Mayor, those candidates that have qualified shall be deemed duly elected and seated on the Town Commission. After notice has been published of its' intent to do so, the newly elected Commission (including the Mayor) and not the incumbents shall appoint by a majority vote at the next regularly scheduled Town Commission meeting, the required number of qualified elector(s) of the Town to serve in the unfilled office(s) of Commissioner(s) and/or Mayor, as the case may be, for the unexpired portion of the two (2) year Commission term. The Commission shall then, prior to the conclusion of that meeting, select a Vice Mayor from among its members by majority vote.

- (c) Post-Qualifying. If, after the expiration of any qualifying period and before the date of any election, the number of qualified candidates for the Mayoral seat is reduced to less than two (2) and/or the number of qualified candidates for office of Commission is reduced to less than five (5), the terms and provisions of this Section 105 shall be applicable.
- (d) Qualified candidates not required to re-qualify. A qualified candidate for the initial qualifying period shall not be required to re-qualify for the same election.
- (e) Town Commission authorization. The Town Commission is authorized to adopt ordinances, pursuant to 166.031(6), F.S. (2011) to provide for any matters not addressed in the above provisions.
- (f) Incumbency. The terms of the incumbent Mayor and Commissioners shall be extended until their successors are duly elected.

[See Ballot Question # 2 in Paragraph 3 below]

C. To add Section 128 of **ARTICLE IX. - MISCELLANEOUS PROVISIONS.**

Section 128. Mandatory Charter Review. Within the first twelve (12) months after the adoption of this provision, the Town Commission shall commence Charter Review. Thereafter every 10th year commencing December 2022, the Commission shall appoint a Charter review board ("Charter Board") consisting of five persons. Each Commissioner shall be entitled to appoint one Charter Review Board member but that appointee shall be ratified by a majority of the Commission. The review Board shall commence its proceedings within forty-five (45) days after appointment by Commission and upon completion of their work and written recommendations to the Commission, the Town Commission shall consider said recommendations at the next regularly scheduled Commission meeting. This provision does not inhibit the Town Commission or the electorate at any time from initiating a charter amendment in accordance with Article VIII ("Initiative and Referendum") hereinabove.

[See Ballot Question # 3 in Paragraph 3 below]

D. To amend Section 4. **General powers of town; powers not deemed exclusive of Article I. Incorporation; Form of Government; Powers** as follows:

“The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre floor areas, ~~maximum allowable~~ 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 ~~are~~ were in effect in 2004 on the date that this amendment is approved by a vote of the electors of the Town of Surfside. Upon becoming effective, ~~t~~ 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 vote of the electors of the Town of Surfside.

Section 3. Form of Ballot:

A. The form of ballot of the charter amendments provided for in Section 2 shall be substantially, as follows:

1. PREAMBLE AND CITIZENS’ BILL OF RIGHTS

Shall the Town Charter be amended to add a Preamble and “Citizen’s Bill of Rights” that creates certain individual rights and guarantees those rights to citizens of Surfside be added to the Town Charter?

Yes []
No []

2. VACANCY IN CANDIDACY

The Charter provides an election procedure which includes deferral of the election if the number of qualified candidates is reduced to five or less. The same process is being proposed if less than four commissioner candidates and/or no Mayoral candidate initially qualifies for election, except if four Commission and one Mayoral candidate qualify or if not enough candidates qualify after two separate efforts, methods to avoid the cost of additional elections are being proposed.

Shall the above-described amendment be adopted?

Yes []
No []

3. MANDATORY CHARTER REVIEW

It is being proposed that within the first (12) twelve months after adoption of this provision, the Town shall commence charter review and thereafter every tenth (10th) year commencing in December 2022, a charter review board shall be appointed by the Town Commission for purposes of charter review.

Shall the above-described amendment be adopted?

Yes []
No []

4. GENERAL POWERS; RESTRICTION ON DEVELOPMENT

On March 16, 2004 the electorate adopted a limitation on height, density and intensity of development allowable as of that date. It is being proposed that the restriction be maintained but the language be clarified and reinforced to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio, and heights be defined in both stories and feet.

Shall the above-described amendment be adopted?

Yes []
No []

B. That the form of ballot set forth above may be revised by a Resolution of the Town Commission.

Section 4. Available for Public Inspection. Charter Amendment to be Available for Public Inspection, and for the Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections: The place, information and the full text of the proposed charter amendments are available at the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida. Copies of this Resolution providing for this charter amendment subject to this referendum approval is on file in the Office of the Town Clerk and available for public inspection during regular business hours. The Town Clerk is authorized to utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the administration of the election.

Section 5. Providing for Inclusion in the Town Charter: It is the intention of the Mayor and Town Commission and it is hereby resolved that the provisions of this Resolution shall become and made a part of the Charter of the Town of Surfside, Florida, as to each charter amendment measure approved by a majority of voters on such measure in such election; that the sections of this Resolution may be renumbered or relettered to accomplish such intentions; and the word "Resolution shall be changed to "section" or other appropriate word.

Section 6. Notice of Election. That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election, and shall be in substantially the following form:

NOTICE OF ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE TOWN OF SURFSIDE, FLORIDA, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON **TUESDAY, THE 6TH DAY OF NOVEMBER, 2012** BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN.

The full text of the proposed Town Charter Amendments is available at the office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida.

Town Clerk

Section 7. Authorization of Town Officials. The Town Manager and Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 17th day of July, 2012.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION


Commissioner Michelle Kligman _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

**Approved as to form and legal sufficiency
For the Town of Surfside only:**



Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5C

Agenda Date: July 17, 2012

Subject: Renewal of Voluntary Cooperation Mutual Aid Agreement with the South Florida Money Laundering Strike Force

Objective: To provide sufficient and continued support and personnel resources to the South Florida Money Laundering Strike Force.

Background: The Town staff has received notice that the South Florida Money Laundering Strike Force has requested to renew its Voluntary Cooperation Mutual Aid Agreement (attachment A) with the Town of Surfside Police Department. This agreement would be in effect from September 1, 2012 to September 1, 2015.

Analysis: The prime mission and areas of activity of the South Florida Money Laundering Strike Force is money laundering investigations, including seizure and forfeiture of funds derived from drug or other criminal activity and the investigation and prosecution of those involved in such activity; and the criminal investigation and prosecution of those involved in organized drug trafficking enterprises and those involved in other drug related criminal activity, and efforts to disrupt and dismantle organizations involved in such illegal activity.

Budget Impact: None

Staff Impact: One SPD Detective is assigned to the South Florida Money Laundering Strike Force.

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the renewal of the Voluntary Cooperation Mutual Aid Agreement between the South Florida Money Laundering Strike Force and the Town of Surfside Police Department.



David Allen, Chief of Police



Roger M. Carlton, Town Manager

RESOLUTION NO. 12- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING THE RENEWAL OF INTERLOCAL AGREEMENT FOR THE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND SOUTH FLORIDA LAW ENFORCEMENT AGENCIES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to renew an agreement with other South Florida Law Enforcement Agencies to combat illegal money laundering, drug trafficking and other drug law violations; and

WHEREAS, the Town of Surfside Police Department joined together in this effort on September 8, 2009; and

WHEREAS, The Town of Surfside Police Department requires approval and authorization to enter into the proposed agreement to take effect from September 1, 2012, to September 1, 2015 at the request of the Miami-Dade State Attorney’s Office; and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit “A”;

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

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Strike Force Voluntary Cooperation Mutual Aid Agreement attached hereto as Exhibit “A” be and the same is hereby approved and the Town

Manager and Town Police Chief are authorized to do all things necessary to effectuate this Agreement.

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

PASSED and ADOPTED on this day 17th day of July, 2012.

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Town Clerk

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



Lynn M. Dannheisser
Town Attorney

Voluntary Cooperation Mutual Aid Agreement



SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

(September 2012)

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional Strike Force (hereinafter referred to as the Strike Force) intended to combat illegal money laundering, drug trafficking and other drug law violations, and related criminal violations and to disrupt organizations engaging in such activity through coordinated and long-term investigative, forfeiture, and prosecution efforts; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, forfeiture, and regulatory actions against identified violators, as appropriate; and

WHEREAS, the participating agencies desire to utilize the Strike Force as the sole method of facilitating state and local money laundering investigations that are not otherwise part of a joint federally-directed effort within their respective jurisdictions; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge and recognize that they have been operating under the existing agreement and modifications thereto, that the agreement has continued in full force and effect, and express their present intent to renew and refine the original agreement and subsequent renewals thereof in order to better reflect the continued and present focus of the efforts of the agencies in this Strike Force;

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Miami-Dade State Attorney's Office (SAO) to implement within the jurisdictional and other limits as noted herein the Money Laundering Strike Force for the purposes and goals indicated.

Parties To This Agreement:

- | | |
|--|--|
| --The Office of the State Attorney of the Eleventh
Judicial Circuit of Florida, | --The Village of Indian Creek Police Department, |
| --The City of Coral Gables Police Department, | --The City of North Miami Police Department, |
| --The City of Miami Police Department, | --The City of Fort Lauderdale Police Department, |
| --The City of Miami Shores Police Department, | --The City of Davie Police Department, |
| --The City of Miami Beach Police Department, | --The City of Hialeah Police Department, |
| --The City of Hallandale Police Department, | --The Town of Surfside Police Department, |
| --The City of Golden Beach Police Department, | --The City of Doral Police Department, |
| | --The Monroe County Sheriff's Office. |

A party other than those listed on page one may, at the request of the SAO and with the approval of the Strike Force Steering Committee, enter into this Agreement as evidenced by its signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the Executive Director of the South Florida Money

Laundering Strike Force (Strike Force Director), who shall immediately notify other participating parties of the cancellation.

NATURE OF LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION TO BE RENDERED:

1. The Strike Force is to effect dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to the investigation of illegal money laundering and drug trafficking operations and related crimes, and in efforts to dismantle and disrupt the organizations committing such violations. The principal goal of the Strike Force shall be the coordinated investigation of, and successful prosecution of perpetrators of such crimes, with particular emphasis on efforts designed to identify and dismantle organized criminal enterprises. Such efforts shall include, but are not limited to, undercover operations designed to detect illegal activity and to identify those involved in such activity including those directing or otherwise controlling such activity, interception of communications related to such activity as may be authorized by law, the arrest and prosecution of those involved (utilizing state and federal or other prosecutions, as appropriate); the seizure and forfeiture of assets of those engaged in such activity or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate); the prosecution of regulatory and civil actions designed to end such criminal activity, as appropriate; and the referral of investigative leads and intelligence to such other federal, state, foreign or local law enforcement authorities as may be required and appropriate under the Strike Force's operations. In recognition that such efforts transcend jurisdiction limits, it is the intent of this voluntary cooperation agreement to assure the continued functioning of law enforcement in areas where such limits might otherwise thwart major law enforcement efforts.
2. The Parties to this Agreement are contributing personnel and resources in support of the Strike Force efforts, with the operations of the Strike Force being coordinated by the SAO and other Strike Force members. No agency will participate in the Strike Force unless it provides resource contributions and operates within the operational parameters related to Strike Force efforts as required of it by the Steering Committee or the SAO.
3. Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency. Nothing herein shall otherwise limit the ability of participating Strike Force members to provide, as provided by or allowed by law, such assistance in any enforcement action unrelated to Strike Force operations as may be lawfully requested by a law enforcement officer having jurisdiction over any such incident, crime or matter under consideration. However, extension of jurisdiction under the authority of this Agreement shall occur only as provided below.

EXTENSION OF PARTICIPANTS' JURISDICTION; COMMAND AND SUPERVISORY RESPONSIBILITY; STEERING COMMITTEE; NOTIFICATION REQUIREMENTS

1. The principal sites of Strike Force activity are Miami-Dade County, Broward County and Monroe County but Strike Force activities may occur elsewhere within the State of Florida consistent with the purpose and terms of this Agreement. As provided by Section 23.127(1), Florida Statutes, a Strike Force member engaged in an authorized Strike Force operation outside the member's jurisdiction but inside the State of Florida that is pursuant to, and consistent with, the purpose and terms of this Agreement shall have the same powers, duties, rights, privileges, and immunities under the laws of the State of Florida as if the

member was performing duties inside the member's jurisdiction as provided by the "Florida Mutual Aid Act" and this Agreement.

2. Whenever Strike Force activities outside of Miami-Dade County, Broward County or Monroe County have resulted in an arrest or seizure of property, the Sheriff of the County or the Chief of Police of the municipality in which such activities have occurred shall be notified of the Strike Force's actions within the sheriff's or chief's jurisdiction.
3. Members of the Strike Force operating outside their normal jurisdictions recognize that their extra-territorial powers and authority are, unless otherwise supported by law, derived by and through this Agreement. Activities shall be considered authorized and under the authority of this Agreement when the activities have been approved and are under the overall direction of the Deputy Director, Deputy Commander or command designee assigned to the Strike Force. No extension of jurisdiction or authority is granted solely by reason of this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to Strike Force operations, or have been encountered directly incident to an approved and supervised Strike Force operation.
4. a. A participating agency can work other money laundering investigations outside investigations handled under this agreement and through the Strike Force only upon approval by the Steering Committee. Absent such specific approval, all participating agencies agree to utilize the Strike Force as the exclusive means to engage in state or local investigations of all money laundering cases conducted by their agency personnel other than investigations conducted as part of a federally-directed joint operation. Notwithstanding this provision, an agency encountering money-laundering incidental to another investigation may initially continue its investigative efforts until such time as the Strike Force accepts the investigation or approval for the agency to work the case outside the Strike Force is granted. If the Strike Force Steering Committee declines to include a particular state or local money laundering investigation within its operations, a Strike Force participating agency will be free to independently pursue the investigation within the parameters of law. Any such independent investigation will be outside the scope of the Agreement and will not benefit from the extension of jurisdiction conferred by this agreement. All money laundering investigative efforts incidental to another investigation conducted by an agency prior to acceptance of the money laundering investigation by the Strike Force are outside the scope of this Agreement and will not benefit from the extension of jurisdiction conferred by this agreement. In the event that an agency's participation in a "federally directed joint money laundering operation" could reasonably be construed as conflicting with a Strike Force investigation, the participating agency must promptly notify the Strike Force Director and the Steering Committee. The Chair of the Strike Force will convene a Steering Committee meeting as soon practical to discuss the conflict and the appropriate resolution.

b. Any Strike Force participating agency that becomes aware of an investigation in violation of the limits imposed by this clause shall immediately report it to the Chair of the Strike Force Steering Committee. The Chair shall bring the matter to the attention of the Strike Force Steering Committee as soon as practical. Violation of the commitment under this clause may result in sanctions against the violating agency, which may include, but are not limited to, permanent reduction in the offending agency's share of forfeiture proceeds obtained from Strike Force efforts or suspension or dismissal from the Strike Force.
5. The Steering Committee consists of command level representatives from the signatory agencies to this agreement. The Steering Committee shall have plenary supervisory authority over Strike Force planning and direction. The Steering Committee shall assure

that the Strike Force remains dedicated to its mission and primary goal of dismantling organized money laundering organizations operating within Florida. The Strike Force Steering Committee will meet quarterly or as otherwise required to maintain an ongoing and active oversight role. The Steering Committee shall select a Chairman and Vice-Chairman from the signatory agencies. The Chairman shall serve one year. The Vice-Chairman shall assume the Chair upon the expiration of the term of the current Chairman. The Steering Committee shall select a new Vice-Chairman whenever the position becomes vacant.

6. The Strike Force Director will provide quarterly reviews to the Steering Committee and the SAO reporting Strike Force investigative, intelligence and forfeiture activity. The Steering Committee shall periodically, no less than twice yearly, assure that its meeting includes as the main agenda item a review the objectives and accomplishments of the Strike Force, a review of the success of the Strike Force in meeting its primary goal of dismantling organized money laundering organizations within Florida, and shall issue directives and cause such changes as may be necessary to assure the Strike Force efforts remain productive and focused on the Strike Force's primary missions.
7. Each participating agency shall contribute personnel and resources to the Strike Force in such numbers as are agreed to by the participating agency and the Strike Force Steering Committee. Participating agencies shall assign personnel to the Strike Force based upon their investigative experience and the operational needs of the Strike Force. Final acceptance of personnel assigned to the Strike Force shall rest with the Strike Force Director.
8. The Steering Committee shall regularly receive performance reports to review whether resource contributions of participating agencies and funding are adequate to assure Strike Force efforts are effective. The Steering Committee will also review and approve the Strike Force's annual operational budget and administrative expenses and financial status report.
9. Actual law enforcement operations of the Strike Force will be supervised and directed by sworn law enforcement officers of the Strike Force agreed upon by the Strike Force Director to serve in an overall supervisory role. The Strike Force second-in-command should be the rank of lieutenant or the operational equivalent to that rank. No person shall serve as second-in-command who is not a full-time, certified officer with his or her employing entity. The Strike Force Director may designate a team leader for specific field operations. The team leader may be any sworn member of a signatory agency to this agreement. Each Strike Force member participating in a Strike Force operation shall follow and adhere to, and is presumed to be following and adhering to, the supervision and direction given by the designated supervisor of the operation. If at any time the Deputy Director, Deputy Commander or designated team leader determines that the Strike Force operation should be terminated, all actions related to said operation as authorized by this Agreement are to be promptly terminated in a manner assuring the safety of all involved law enforcement officers. However, Strike Force-assigned officers or agents who are within their normal territorial jurisdiction(s) may, acting unilaterally as officers or agents of their employing agency, engage in continued investigative or enforcement actions as authorized by their agency supervisor(s). Any such actions shall not be considered the operations of the Strike Force and shall not fall within the privileges and obligations of this Agreement. Nothing in this paragraph shall modify or relax the restrictions against unilateral money laundering investigations by Strike Force participating agencies as addressed in Paragraph 4 herein.
10. Upon any termination of Strike Force operations, the supervisor shall document the circumstances of the termination, including whether there appears to have been an agency's unilateral continuation of investigative or enforcement activity, and the Strike Force shall

retain the documentation. The Strike Force and its member agencies are not responsible for the actions of any participating agency or its officers or agents conducted after the Strike Force operation has been terminated or otherwise performed outside the scope of this Agreement.

11. The Strike Force shall maintain a listing of Strike Force personnel serving as supervisors or designated supervisors. Documentation shall be maintained by the Strike Force that will reflect the involvement of sworn members in each Strike Force operation or investigative activity and the assigned supervisor or designated leader for each such operation or activity. No member of the Strike Force shall engage in Strike Force related activities that are unauthorized, unreported or otherwise unknown to the assigned Strike Force supervisor or designated leader and which are not documented as provided herein.
12. Any officer or agent participating in Strike Force operations shall promptly report to any Strike Force supervisor any suspected unauthorized, unreported, undocumented, or unsupervised investigative or enforcement activity of Strike Force personnel.
13. Any agency head of a party to this Agreement may request that a particular agency's member of the Strike Force no longer be allowed to participate in the Strike Force. Upon receiving the request, the Strike Force Director shall temporarily suspend the member's active participation in Strike Force efforts. At its next meeting, the Steering Committee shall determine whether the request should be honored on a permanent basis. Upon receipt from the Steering Committee of a request to no longer allow a particular agency member's participation in the Strike Force, the employing Agency shall promptly terminate the member's participation in the Strike Force. Absent an objection by any other Party to this Agreement, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the Strike Force. If a Party objects to any such action, the Steering Committee shall determine whether the action may proceed or be maintained.
14. If a conflict arises between an order or direction provided by the assigned supervisor or designated leader and a Strike Force member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the supervisor or leader when circumstances safely allow a concern to be raised. The supervisor or team leader, in conjunction with available members of the governing board as may be necessary, shall attempt to resolve the conflict in a manner to allow the Strike Force operation to continue appropriately. No officer or agent shall be required to knowingly violate the policy of his or her employing agency while participating in Strike Force operations.
15. The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the Strike Force when engaged in Strike Force operations, provided that all such guidelines, policies and procedures are consistent with Florida law and Florida or federal forfeiture guidelines and the terms of this Agreement. However, Strike Force members' jurisdiction as provided under this Agreement may not be altered by any such written attachment. In the absence of a written memoranda of understanding or attachments, the policies and procedures to be utilized by Strike Force members shall be clearly identified by the Strike Force supervisor, or if a supervisor is unavailable, by a Strike Force team leader as designated by the supervisor. Written guidelines, policies, or procedures adopted for use by the Strike Force as provided herein may not be waived or abandoned by Strike Force supervisors or participants. However, when engaged in Strike Force operations no Strike Force member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards

of conduct, or be required to fail to abide by restrictions or limitations as may be imposed by law, or the member's employing Agency's rules, standards, or policies.

PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE

Officers assigned to Strike Force operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by the SAO and one or more Strike Force member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Strike Force which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

USE AND DISTRIBUTION OF SEIZED FUNDS AND PROPERTY; STRIKE FORCE ADMINISTRATIVE EXPENSES:

1. The Parties to this Agreement recognize that law enforcement is the principal objective of all asset forfeiture and that, as mandated by Section 932.704(11)(a), Florida Statutes, as enacted by Chapter 95-265, Laws of Florida, the Strike Force's operations and each Party's use of property, currency, or proceeds received by reason of state forfeiture actions are to conform with "Florida's Forfeiture Guidelines" as developed and adopted by the Florida Department of Law Enforcement, the Florida Sheriff's Association, and the Florida Police Chiefs Association, a copy of which are incorporated herein as Attachment C. In the case of federal forfeitures, applicable federal guidelines apply.
2. All Parties recognize that they are to avoid the appearance of impropriety in the acquisition, sale, retention or transfer of any forfeited property, currency or proceeds derived from such forfeiture, and that forfeiture funds may not be used to meet normal law enforcement agency operating expenses of each Party unless otherwise provided by Florida law.
3. All participating parties acknowledge that the Strike Force has no independent spending authority and is not empowered to encumber, grant, donate, or expend funds independently. Authorizations for expenditures must be consistent with law and authority granted to participating agencies and in support of the mission of the Strike Force and in accordance with the approved budget. A participating Strike Force agency shall function as the administrative agent for Strike Force operational expenditures. The City of Coral Gables Police Department as empowered by the City of Coral Gables is currently responsible for handling the administrative and support expenses incurred by the Strike Force in its operations and is acting as the Strike Force's current administrative agent. If properly authorized by law and the party's governing body, any other party to this Agreement may be authorized by the Steering Committee to assume the role of Administrative Party.
4. Parties acknowledge that the Strike Force is not a permanent operation and could be terminated at any time. Accordingly, the Strike Force shall avoid long-term commitments via leases or rental agreements unless such agreements reasonably provide for cancellation prior to their scheduled expiration dates. The Strike Force shall endeavor to limit administrative expenses as much as reasonably possible, in order to maximize the flow of forfeiture proceeds to the individual participating agencies. Administrative expenses for which expenditure may be authorized may include, but are not limited to, expenses incurred in the storage of seized funds pending forfeiture, expenditures for rent of Strike Force facilities, rental of vehicles utilized in Strike Force investigative activity, providing phones, desks, office supplies and equipment in support of Strike Force operations, plaques and

other recognition awards for exiting members, food and refreshments for Strike Force meetings and the payment of the salaries of a limited number of Strike Force administrative and operational support personnel. Use of Strike Force resources to provide "percs" or benefits beyond that which personnel assigned to the Strike Force would not otherwise be entitled or provided by the employing agency of the personnel is expressly prohibited. Use of Strike Force phones, accounts, equipment, vehicles, or other resources for other than incidental personal purposes is prohibited.

5. Administrative expenses do not include the salaries or overtime compensation, in excess of 64 hours per month, of officers, agents, analysts, or other employees of Party agencies assigned to the Strike Force, or the purchase of regular or special equipment or resources by a Party agency that may be or are utilized in support of Strike Force operations. Compensation for such costs is the sole responsibility of the employing agency, and may, if authorized by law and applicable forfeiture guidelines, be paid from forfeiture funds received by the agency.
6. Anticipated administrative expenses for an administrative agent (currently the Coral Gables Police Department) during a budget year are to be identified by the administrative agent as a Strike Force operational budget item, and are to be approved for reimbursement by the Steering Committee in the Strike Force operational budget for the fiscal year. The Steering Committee may approve all or a portion of the proposed administrative expenses. Once approved, the administrative expenses may be reimbursed to the administrative agent in the manner noted below. The administrative agent is not obligated to expend resources in administrative support of the Strike Force if the Steering Committee does not approve the expenses for reimbursement via the budget process. All Parties acknowledge that the Strike Force itself has no authority to independently authorize the expenditure of seized or forfeited funds, or to make grants from such funds to others. As a result, reimbursement to the Administrative agent (currently the Coral Gables Police Department) for its administrative expenditures shall be done by a voluntary deferral of each Party's equitable share of forfeiture funds otherwise due to it in the manner set forth below.
7. Florida and Federal forfeiture laws allow multiple agencies participating in the seizure and forfeiture of property to equitably proportion the distribution of such property upon successful conclusion of the forfeiture. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Strike Force unless an alternate distribution allocation among the Parties has been agreed to.
8. Participating agencies agree that each agency should contribute a fair share toward the annual administrative costs of the Strike Force. Such contributions will be effected by deferring portions of forfeiture proceeds an Agency would otherwise be entitled to receive to the benefit of the agency operating as administrative agent to cover the proportionate share of the administrative expenses as noted herein. Such deferrals are to fairly and appropriately reimburse, not enrich, the administrative agent agency. To reasonably address the additional expenses incurred by the administrative agent for the administrative and support expense role described herein and approved by the Steering Committee in its operational budget, the other Parties agree that their respective proportionate share in the distribution of forfeited funds will be reduced as approved by the Steering Committee in such manner and amount to effect an increase in the share of forfeitures received by the administrative agent (currently, the Coral Gables Police Department) for the extra administrative expenses so incurred.

9. All Parties have an equitable ownership in the funds seized for forfeiture and interest earned on those funds pending perfection of ownership via final order of forfeiture. However, to further address the additional expenses incurred by the Administrative agent for the administrative and support expense role described herein and approved by the Steering Committee in its operational budget, the Parties have agreed that all interest earned yearly on funds seized and pending forfeiture up to a maximum amount set by the Steering Committee at the time the yearly budget is approved shall be distributed to the Administrative agent upon final order of forfeiture in a manner consistent with this Agreement and law, with such funds to be applied to the approved administrative and support expenses. Any interest earned yearly in excess of the maximum amount set by the Steering Committee shall be included in the funds to be equitably distributed among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Strike Force unless an alternate distribution allocation among the Parties has been agreed to.
10. The Steering Committee may approve on a case-by-case basis the adjustment of one or more distributions of forfeiture funds to Strike Force participating agencies to specifically increase a Party's share of forfeiture distribution funds for an unusual or substantial expense incurred by the Party directly associated with its participation in Strike Force activities. In order for such reimbursement to occur, the expenses must have a substantial nexus with the Strike Force's operations and mission. The Strike Force members acknowledge they have no independent authority by reason of this Agreement to disburse funds other than as authorized by law and as approved by each party's governing entity.
11. Each participating agency is solely responsible for assuring its use of distributed forfeiture funds is in compliance with state law and mandatory state and federal forfeiture guidelines. By continued participation in the Strike Force, each participating agency warrants it is operating in compliance with state law and mandatory guidelines. The Steering Committee shall assure regular training of Strike Force officers and agents as required by the State Guidelines occurs and is documented. Upon request of the SAO, a participating agency will provide documentation or certification demonstrating such compliance. Any participating agency found not to be operating within applicable forfeiture law and guidelines shall be suspended from Strike Force participation and forfeiture fund distribution until such time as the Agency demonstrates it is in compliance with law and guidelines.
12. The Parties to this Agreement acknowledge that under federal guidelines, funds derived from federal forfeitures are not to be commingled with funds derived from state forfeitures, and are to be maintained in a separate trust fund account, to be expended only in a manner as allowed by applicable federal guidelines. All Parties agree to file in a timely fashion all reports or accountings of receipts or expenditures of forfeiture funds as are required by state or federal law or applicable guidelines.

PROPERTY SEIZURE AND FORFEITURE CONSIDERATIONS:

1. No funds or other property seized by Strike Force operations are to be utilized by any Strike Force agency prior to successful forfeiture or until title or interest in the funds otherwise lawfully vests in one or more Strike Force agencies. Forfeiture actions based upon seizures made by the Strike Force may be pursued in either state or federal actions. Actions shall be based upon current statutory and case law, and shall be consistent with applicable state or federal forfeiture guidelines. The Parties agree that the Office of the State Attorney of the Eleventh Judicial Circuit, through its attorneys, will be primarily responsible under this Agreement for pursuing all Strike Force forfeiture actions on behalf of all of the Parties in

state court in Miami-Dade County and through out the State of Florida. The Office of the United States Attorney, Southern District of Florida, will be primarily responsible for federal forfeiture actions. However, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters and as authorized by the Steering Committee and agreed to by the above-noted primary entities responsible for forfeiture litigation.

2. Any Party to this Agreement or any prosecutor handling the criminal prosecution of Strike Force cases may request copies of forfeiture complaints and pleadings filed by reason of Strike Force seizures and such copies shall be promptly provided to the requester. Forfeiture actions are to be coordinated with criminal prosecutions. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of Strike Force agency(ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party responsible for filing and handling a forfeiture action believes there is an insufficient basis upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the Strike Force is to be filed.
3. All options available under law to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the Strike Force, provided the property under consideration otherwise qualifies under law for such consideration.
4. Pursuant to Section 932.704(7), Florida Statutes, when a claimant and the Strike Force agree to settle the forfeiture action prior to the conclusion of the forfeiture proceeding, the settlement agreement shall be reviewed, unless such review is waived by the claimant in writing, by the court or a mediator or arbitrator agreed upon by the claimant and the seizing law enforcement agency. If the claimant is unrepresented, the settlement agreement must include a provision that the claimant has freely and voluntarily agreed to enter into the settlement without benefit of counsel. A copy of the settlement agreement is to be retained in the investigative case file giving rise to the forfeiture and settlement.

GUIDELINES FOR MONEY PICKUPS, TRANSFERS AND SECURITY; AUDITS AND REVIEWS:

1. The Parties to this Agreement recognize that substantial sums of cash will be seized by reason of Strike Force operations, and are committed to assuring that all such seizures are done with the greatest degree of security and integrity possible. The Strike Force will utilize procedures established by written directive of the Strike Force relating to the seizure of property for forfeiture and the seizure of contraband. At no time shall a Strike Force participant seize, handle, transport or count seized funds alone. Pursuant to Section 932.704(11)(b), Florida Statutes, the determination of whether to seize currency must be made by Strike Force supervisory personnel. Such determination must be documented in a manner to indicate the supervisory personnel providing such authorization. The attorney assigned to handle Strike Force forfeitures must be notified as soon as possible. In the absence of, or unavailability of that attorney, notification shall be made to the Strike Force Director.
2. No investigative money laundering by the Strike Force or its participating agencies may occur unless it is a means to an investigative end, rather than an end in and of itself. Authorized laundering may only be conducted as part of reverse sting or as an interim step

reasonably expected to lead to the seizure of drugs, illicit funds, and/or arrests of those engaged in unlawful money laundering consistent with Section 896.105, Florida Statutes.

3. The Strike Force will utilize procedures established in writing by the Strike Force relating to the handling of evidence. A copy of Strike Force Directive 1.3, relating to forfeitures and seizures, is attached as Attachment A to this Agreement. A copy of Strike Force Directive 1.4, relating to the handling of evidence, is attached as Attachment B to this Agreement. Both of these Directives currently apply to Strike Force operations. The Parties to this Agreement acknowledge in signing this Agreement that they have reviewed the Attachments.
4. The Strike Force may modify, supplement or substitute written guidelines, provided that any modification, supplementation, or substitution assures as a minimum that all non-cash property coming into the custody of Strike Force members shall be treated as evidence, utilizing standard and commonly-accepted means of securing and handling same, and that all seizures of cash shall be done with appropriate checks and balances implemented to assure that all cash seized is accounted for, and properly secured until such time as title or interest in such funds lawfully vests in the seizing agency(ies) and the Strike Force. Copies of written guidelines or directives shall be provided any Party upon request.
5. The Steering Committee will determine the type, nature and extent of audits or reviews pertaining to Strike Force efforts, to include as a minimum an audit of Strike Force finances once every two years. In addition, the SAO may at any time order a review and audit by an auditor designated by the SAO of Strike Force operations with regard to the seizure and handling of all evidence, property or cash, use and disposition of property, currency or proceeds received by any Party by reason of a forfeiture, or any other aspect of Strike Force operations. The Strike Force Director or the Steering Committee by majority vote may request at any time that such a review and audit be performed by the SAO. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function. The Parties agree to cooperate in any federal audit of Strike Force forfeiture activities as may be required or requested by the United States government.

COMPLAINTS AGAINST STRIKE FORCE MEMBERS:

1. Each person assigned to the Strike Force shall promptly report any suspected criminal activity or violation of rule or policy of any other member of the Strike Force or any person with whom the Strike Force is conducting business.
2. Whenever a complaint has been lodged as a result of Strike Force efforts, a designee of the SAO shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the Strike Force participant(s) accused and the employing Agency(ies) of the participant(s) accused.

3. The SAO will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, promptly notify the SAO of its findings and any actions taken.

4. Upon assignment to the Strike Force, and once yearly, each person assigned to the Strike Force shall be provided notification that he or she is obliged to report any wrongdoing or impropriety by any Strike Force personnel. A local method of reporting such shall be provided, and the name, email address and phone number of the SAO Investigations Division shall also be provided as an option for making any such report, whose phone number is (305) 547-0669.

INTERPLAY WITH FEDERAL AND OTHER AUTHORITIES:

1. The Parties to this Agreement recognize that the federal law enforcement authorities have requested that the efforts of the Strike Force be closely coordinated with federal authorities having interests in money laundering investigations. The Parties recognize that federal agents will, as necessary, be co-located at the Strike Force headquarters or otherwise provided access to Strike Force operations and planning.
2. **International movement of funds:** No direct movement of funds internationally, or transactions which are known by the Strike Force to be an interim step prior to a specifically planned, expected, or known international transfer of funds shall occur unless the federal agent(s) assigned to work with the Strike Force are provided prior notice and federal approval and participation is secured. If a federal agency has an objection to any proposed operation of the Strike Force involving international movements of money, the operation is not to proceed until the federal objections are resolved, giving federal interstate and international responsibilities and concerns appropriate deference. The Strike Force shall not directly or knowingly indirectly engage in international movements of funds without securing authorization and participation from at least one federal agency having appropriate jurisdiction.
3. **Interstate movement of funds within the United States:**
 - (a) **Federal notification:** A federal agent with appropriate jurisdiction assigned to work with the Strike Force (normally, a DEA Agent) must receive notification of any intended interstate movement of funds prior to the actual movement of the funds. The federal agent, upon receiving notification as provided herein, shall coordinate the Strike Force's efforts with other federal law enforcement agencies and make appropriate notification of the proposed transaction(s). If a federal agency objects to a proposed interstate movement of funds, no movement shall occur until the federal objections are resolved. The date of original federal agent notification and the absence of objection shall be specifically documented on the funds transfer authorization form. In the event of exceptional circumstances that do not allow timely prior notice to the federal agent, funds may be moved interstate upon the approval of the Director of the Strike Force, or in the absence of the Director, his/her designee. The notice required by this section shall occur as soon as practicable, but in no case longer than 48 hours after the interstate movement of funds has begun.
 - (b) **Recipient or involved state notification:** Strike Force interstate movements of money not otherwise involving the active participation of a federal agency shall be in coordination with law enforcement agencies in the recipient or involved other states. In operations not actively involving a federal agency, the Strike Force shall not unilaterally conduct money transfers in another state, without notifying the appropriate state, or local law enforcement agencies of the proposed activities. Nothing in this Agreement provides Strike Force members with jurisdiction beyond the geographic limits of the State of Florida. Strike Force operations are to be performed in a manner to minimize and avoid conflict with the actions of, and mission of, federal agencies and other states' law enforcement agencies.

(c) **Domestic security:** Recognizing that money laundering is an important tool of domestic and international terrorist organizations, no transfer of funds by the Strike Force shall occur until the Strike Force has checked available law enforcement intelligence databases, including, but not limited to, FDLE's "In-Site" to assure there is no believed connection between the proposed transfer of funds and terrorism. If there is a reasonable belief that the funds will be utilized by a terrorist organization, no transfer shall occur. Notwithstanding this prohibition, if the transfer of funds is essential to an investigation of the terrorist organization, and will substantially assist in the detection and apprehension of terrorists, or the interference with their planned objectives, upon approval of the Steering Committee, and with the approval of the primary agency investigating the terrorist organization, a transfer may occur.

POWERS, PRIVILEGES, IMMUNITIES, COSTS, LIABILITY AND RELATED ISSUES; STRIKE FORCE SUPPORT CONSIDERATIONS:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. All personnel assigned to the Strike Force remain ultimately accountable to their respective employing agencies. In turn, each employing agency remains responsible for such employees and assumes any liability for the actions of its employees while assigned to the Strike Force. Each agency is individually responsible for securing supplemental insurance as may be desired to cover potential losses or liabilities associated with the Strike Force operation. With regard to the rental or lease of vehicles for use by the Strike Force personnel, the participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force hereby agree to the extent permitted by Law to indemnify from any liability and hold harmless the other participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force for any negligent acts or negligent omissions committed by their respective personnel while acting within the scope of their employment. Therefore, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

Each participating Law Enforcement Agency of the South Florida Money Laundering Strike Force hereby agree to secure or otherwise maintain its own automobile liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each participating Law Enforcement Agency to adequately insure each participant's liability derived from the use of the leased or rental vehicles assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the Strike Force and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude, as otherwise authorized herein, the purchase of administrative support property or resources.

Each Agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal

injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment by a Party of compensation (including overtime compensation) to the Party's officers, agents, analysts, or other personnel assigned to the Strike Force, if allowed by Florida or federal law and applicable state or federal guidelines, through the use of legally vested Strike Force funds if the Party has obtained the necessary approval and authorization for such payment from the Party's governing commission or (if a state agency) the Legislature.

The privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. Each participating Party shall bear its own liability arising from acts undertaken under the Agreement except as may be otherwise allowed under Chapter 23, Florida Statutes, and any agreement by a participant to the contrary is void. The Administrative Agency may request purchase of optional insurance or other reasonable actions by the other Parties as a means of helping reduce the Administrative Agency's exposure to claims or liability incurred solely by reason of its role as Administrative Agency in renting automobiles or entering into contractual agreements on behalf of the Strike Force. Such requests shall be approved by the Steering Committee, but if not approved, the Administrative Agency shall not be obligated to enter into any particular rental or contractual obligation on behalf of the Strike Force.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

1. **A principal goal of this Strike Force is the successful prosecution of criminal violators.** Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the Strike Force are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling Strike Force generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from Strike Force operations are likewise to receive coordinated support efforts from Strike Force members.
2. Strike Force supervisors shall monitor the efforts of Strike Force members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the Strike Force to assure the expected level of support from Strike Force members is occurring. Failure by a member of the Strike Force to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for suspension or removal from the Strike Force and reduction or elimination of the agency's share of forfeiture proceeds derived from Strike Force operations.

**PRIMARY STRIKE FORCE EFFORTS;
SEMIANNUAL PROGRESS ASSESSMENT:**

1. The Strike Force has as its prime mission these primary areas of activity:
 - ✓ Money laundering investigations, including the seizure and forfeiture of funds derived from drug or other criminal activity and the investigation and prosecution of those involved in such activity;
 - ✓ Criminal investigation and prosecution of those involved in organized drug trafficking enterprises and those involved in other drug related criminal activity, and efforts to disrupt and dismantle organizations involved in such illegal activity.
2. The Parties agree to provide sufficient and continued support and personnel resources to each of the above areas of activity, in a manner and to an extent determined and approved by the Steering Committee, or as may be requested by the SAO.
3. The Steering Committee no less than twice yearly review and evaluate the progress and success of efforts in each of the primary areas of activity. To the extent resources are available, they shall be reallocated to address observed deficiencies or to otherwise better assure the balanced success of the primary Strike Force efforts.

**INTERPLAY OF STRIKE FORCE AGENCIES WITH FLORIDA VIOLENT
CRIME AND DRUG CONTROL COUNCIL FUNDED INVESTIGATIVE
EFFORTS**

The mission of the Florida Violent Crime and Drug Control Council includes providing matching funding of significant drug and money laundering investigations within the state. To the extent that any investigation funded by the Council develops leads related to significant money laundering affecting investigative efforts of any participating Strike Force agency, the Agency shall relate the leads to the Strike Force Steering Committee, and the Steering Committee shall determine whether the money laundering aspect of the Council-funded investigation warrants inclusion as a Strike Force investigation.

COPY TO EACH PARTICIPATING STRIKE FORCE MEMBER:

When this Agreement is fully executed, a copy shall be provided to each Strike Force member so that each member may be fully aware of the powers, limitations, and expectations applicable to Strike Force members and operations.

**TERM AND EFFECT OF AGREEMENT; OBLIGATION TO TIMELY RATIFY;
MEANS OF CANCELLATION; AUTOMATIC EXTENSION; INTERIM
CLARIFICATIONS OR MODIFICATIONS:**

1. This Agreement is the successor agreement to the original Agreement first establishing the predecessor Strike Force, known as the Multi-Agency Money Laundering and Anti-Drug Trafficking Strike Force ("IMPACT") and all subsequent renewals thereof. It shall be effective as to the executing Parties upon execution by the SAO and at least one

other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. Upon execution, this Agreement supercedes previous versions of the agreements. Failure by a Party to secure a timely ratification of this superceding agreement will result in said party's participation in the Strike Force being suspended until such time as the Party executes the Agreement.

2. This Agreement shall remain in full force as to all participating Parties until September 1, 2012, unless earlier canceled in writing by the SAO as to all or separate Parties, or as canceled in writing by an individual Party as related to that Party as provided herein. In order for the Strike Force to continue operations beyond September 1, 2015, this Agreement must be renewed in writing by the participating Parties.
3. The terms of this Agreement may be clarified or modified, consistent with state and federal law and guidelines, by supplemental Memoranda of Understanding signed by the participating parties. Any such Memorandum shall incorporate by reference this Agreement, and shall become a part of this Agreement by inclusion as an Exhibit hereto. All such Exhibits are to be sequentially lettered and labeled as an attachment. Master copies of the current Agreement will be maintained by the SAO, the FDLE Office of Mutual Aid Coordinator and by the Strike Force Director.
4. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to the attention of:

Executive Director, SFMLSF
11200 NW 20th Street
Suite 300
Miami, Florida 33172

Upon receipt, originals will maintained by the Strike Force Director. Any written cancellation or extension shall be forwarded to the SFMLSF at the same address.

5. By signing the agreement, each representative of a party represents that he or she is fully authorized to enter into this agreement, and that the Party for which the representative is signing accepts the terms, responsibilities, obligations and limitations of this Agreement, and agrees to bound thereto to the fullest extent allowed by law.

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*IN WITNESS WHEREOF, the authorized representatives of Parties hereto sign
on the date specified hereafter:*

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Coral Gables Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of September 2012 SOUTH FLORIDA MONEY LAUNDERING STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Beach Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of North Miami Police Department.

Signature

Print or Type Name

Title:
 Mayor
 Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Hialeah Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Shores Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Town of Surfside Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Fort Lauderdale Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Davie Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Doral Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Monroe County Sheriff's Office.

Signature

Print or Type Name

Title:

Sheriff

Chief Executive Officer, to wit: _____

Date: _____

Sheriff (if above signed by Chief Executive Officer of County)

Date: _____

Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Golden Beach Police Department.

Signature

Print or Type Name

Title:

Sheriff

Chief Executive Officer, to wit: _____

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Hallandale Beach Police Department.

Signature

Print or Type Name

Title:

Sheriff

Chief Executive Officer, to wit: _____

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Village Of Indian Creek Police Department.

Signature

Print or Type Name

Title:
 Sheriff
 Chief Executive Officer, to wit: _____

Date: _____

**Party's Acceptance of the September 2012 SOUTH FLORIDA MONEY LAUNDERING
STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

**For the Office of the State Attorney of the Eleventh Judicial Circuit of
Florida (In and For Miami-Dade County, Florida):**

Signature

Katherine Fernandez-Rundle
State Attorney

Date: _____

-----*End of Signature Pages, Attachments Follow*-----

ATTACHMENT A:
Strike Force Forfeitures and Seizures Directive (Rev. 10/06)

- A. **FORFEITURE** - means anything that is taken into custody by the SFMLSF investigators that falls under the Florida Forfeiture and Contraband Act. In general, all Asset Forfeitures will be conducted under Coral Gables Police Department procedures.
1. All property that is taken under forfeiture will be:
 - a. Placed into the Coral Gables Police Department Property Unit or, as in case of vehicles, recorded on Coral Gables Police Department Vehicle Storage Reports after inventory search. (See attached Coral Gables Police Department Policy number #050)
 - b. All property will be listed in the Coral Gables P.D. Case Report and copies forwarded to the appropriate forfeiture attorney by 5pm the next business day.
- B. **SEIZURE OF CONTRABAND** - means taking into custody anything illegal to possess. (See Currency Handling Procedures)
1. All seizures will be placed in the Coral Gables Police Department Property Unit or applicable seizing agency.
 2. All property that is taken into custody will be:
 - a. Fully documented on Coral Gables Police Department Property Receipt.
 - b. All seizures will be listed in the Forfeiture/ Confiscation's Report and copies sent within 24 hours to the Dade County SAO Forfeiture Attorneys and the Confiscation Unit.
 3. In all instances where controlled substances are seized that are in the amount which warrants trafficking charges or instances where monies are seized in excess of \$1,000, the SFMLSF will assign at least three investigators to the custody of the contraband or monies. The investigators will maintain custody until the controlled substance or monies are placed into the Coral Gables Police Department Property/Evidence room or applicable seizing agency.
 4. In all seizures, it is required to complete the SFMLSF ZY Entry Form. This form is to be completed by the case agent.

ATTACHMENT B
Strike Force Evidence Directive

- A. Each investigator is responsible for the evidence he or she has the occasion to purchase or seize. All controlled substances are to be treated in a very thorough and careful manner.
- B. All evidence will be turned in to the Coral Gables Police Department Property/Evidence Unit as soon as possible after its seizure.
- C. Evidence will not be stored in any facility other than the Coral Gables Police Department Property Unit (i.e., desk, lockers, etc.). Controlled substances will always be checked into the Coral Gables Police Department Property Unit prior to the end of the investigator's tour of duty.
- D. Tests of controlled substances to establish probable cause will be done at the scene by the impounding investigator and the results documented in the SFMLSF Report.
- E. Chemical analysis of controlled substances will be performed by the Miami-Dade Crime Lab or other facility as determined by the Task Force Deputy Director. The investigator is responsible for:
- Coral Gables Property Receipt
 - Miami Dade County Lab Analysis Form
 - Miami Dade County Property Receipt with Miami Dade County Case number.
- F. Three` investigators are required when handling trafficking amounts of controlled substances or amounts of currency in excess of \$1,000.
- G. When an arrest for a controlled substance is made, the arresting investigator will be responsible for maintaining the integrity of the evidence, until it is turned in to the Coral Gables Property/Evidence unit.
- * As the Coral Gables Police Department is our primary evidence repository see attached Coral Gables Police Department SOP #050 (Evidence and Property) in order to comply with those regulations.

ATTACHMENT C
Florida's Mandatory Statewide Forfeiture Guidelines
(These Apply To ALL Florida Law Enforcement Agencies Independent of This Agreement)

Guidelines and Training Procedures
To Be Used By State and Local Law Enforcement Agencies
And State Attorneys in Implementing
The Florida Contraband Forfeiture Act

I. Policy Statement

The Florida Contraband Forfeiture Act, Sections 932.701 through 932.707, Florida Statutes, (Act) authorizes law enforcement agencies to seize and forfeit real and personal property, including currency, vehicles, aircraft, and other contraband articles that are used in violation of the Act.

The Act also allows seizure and forfeiture of any controlled substance as defined in Chapter 893, Florida Statutes, or any substance, device, paraphernalia, or currency or other means of exchange that was used, was attempted to be used, or was intended to be used in violation of any provision of Chapter 893, Florida Statutes if a nexus can be clearly demonstrated between the article(s) seized and the narcotics activity, whether or not the use of the contraband article(s) can be traced to a specific narcotics transaction.

It is the policy of the State of Florida that law enforcement agencies shall utilize the provisions of the Act to deter and prevent the continued use of contraband articles for criminal purposes while protecting the proprietary interests of innocent owners and lien holders and to authorize such law enforcement agencies to use the proceeds collected under the Act as supplemental funding for authorized purposes. The potential for obtaining revenues from forfeitures must not override fundamental considerations such as public safety, the safety of law enforcement officers, or the investigation and prosecution of criminal activity.

It is also the policy of this state that law enforcement agencies ensure that, in all seizures made under the Act, their officers adhere to federal and state constitutional limitations regarding an individual's right to be free from unreasonable searches and seizures, including, but not limited to, the illegal use of stops based on a pretext, coercive consent searches, or a search based solely upon an individual's race or ethnicity.

The Act provides procedural safeguards for those claiming or having an interest in the seized property, including bona fide lien holders, lessors, and innocent co-owners. The Act complements the other options available to Florida law enforcement agencies in addressing criminal activity, is a valuable tool of law enforcement to be used by Florida law enforcement agencies to assist their law enforcement mission, and is to be preserved and wisely used as a valuable weapon in Florida's law enforcement arsenal.

II. Purpose

The purpose of these Uniform Standards is to provide statewide guidelines for law enforcement policies and procedures used in seizing, maintaining, and forfeiting property under the Act and to provide training procedures to be used by state and local law enforcement agencies and state attorneys in implementing the Act. Compliance with these Standards will enhance the goal of establishing more uniform forfeiture practices throughout the state. These Uniform Standards are to be interpreted in a manner to assure that to the greatest extent possible there is uniformity of policy and procedure throughout the state. It is not the intent or purpose of these Standards to create new rights of parties or new defenses to forfeiture actions. All rights and actions are defined by the substantive provisions of the Act itself or other applicable law.

III. Principles

The following principles should be incorporated within the policies and procedures of any state or local law enforcement agency involved in the seizure and forfeiture of property under the Act-

- A. **LAW ENFORCEMENT IS THE PRINCIPAL OBJECTIVE OF ASSET FORFEITURE.** The potential for obtaining revenues from forfeitures must not override fundamental considerations such as public safety, the safety of law enforcement officers, the investigation and prosecution of criminal activity, and respect for the rights of individuals as provided by law.
- B. The employment, salary, promotion or other compensation of a law enforcement officer or attorney should not depend on obtaining a quota of seizures.
- C. Agencies should ensure, through the use of written policy and procedures and training, compliance with all applicable legal requirements regarding seizing, maintaining, and forfeiting property under the Act.
- D. When property other than currency is seized for forfeiture, the probable cause supporting the seizure should be promptly reviewed by a supervisor who is not directly involved in making the seizure. The determination of whether to seize currency must be made by supervisory personnel. The agency's legal counsel must be notified as soon as possible of all seizures.
- E. The determination of whether an agency will file a civil forfeiture action should be made by the agency head or other command level designee who is not directly involved in making the seizure.
- F. Every seizing agency should have policies and procedures promoting, when there is no other legitimate basis for holding seized property, the prompt release of such property as may be required by the Act or by agency determination. To help assure that property is not wrongfully held after seizure, every agency shall have policies and procedures ensuring that all asserted claims of interest in seized property are promptly reviewed for potential validity.
- G. A seizing agency may not use the seized property for any purpose until the rights to, interest in, and title to the seized property are perfected in accordance with the Act. This does not prohibit the use or operation necessary for reasonable maintenance of seized property. Reasonable efforts shall be made to maintain seized property in such a manner as to minimize loss of value.
- H. Settlement of any forfeiture action shall be consistent with the mandates of the Act and in compliance with agency policy or directive.
- I. All forfeited property retained for law enforcement use should be maintained and utilized in accordance with the Act, and should be subject to the same controls with regard to property acquired through the agency's normal appropriations process.
- J. Any agency receiving forfeiture proceeds should maintain such moneys in a special fund as provided by law, which is subject to normal accounting controls and financial audits of all deposits and expenditures. If the seizing agency is a county or municipal agency, the proceeds and interest thereon may not be used to meet normal operating expenses of the law enforcement agency. Seizing agencies must file reports as required by the Act.
- K. Each state or local law enforcement agency that seizes property for the purposes of forfeiture shall periodically review the agency's seizures of property, as well as settlements and forfeiture proceedings initiated by the agency to determine whether such seizures, settlements and forfeitures comply with the Act and these Standards. Such review should occur at least annually. If the review suggests deficiencies, the agency shall promptly move to ensure the agency's compliance with the Act and these Standards.
- L. Agencies should avoid the appearance of impropriety in the acquisition, sale, retention, or transfer of any forfeited property or proceeds derived from such property.

M. Agency personnel involved in the seizure of property for forfeiture shall receive periodic training as noted in Section IV, below.

IV. Training Procedures

Each state or local law enforcement agency shall ensure that its officers involved in seizing property for forfeiture under the Act receive basic training and continuing education as required by the Act. Each agency shall maintain records demonstrating an officer's compliance with these training requirements. A portion of such training must address legal aspects of forfeiture, including search and seizure, or other constitutional considerations.

(End of Mandatory Forfeiture Guidelines).

End Of September, 2008 Mutual Aid Agreement and Attachments



Town of Surfside Commission Communication

Agenda Item #: 5D

Agenda Date: July 10, 2012

Subject: Interlocal Agreement for NPDES Co-Permittee in Permit No. FLS000003-003

Objective: To enter into an interlocal agreement with 33 other municipalities to obtain an economy of scale savings while meeting all NPDES permit requirements.

Background: The US Environmental Protection Agency (EPA) manages the task of controlling pollutant discharges between shared Municipal Separate Storm Sewer Systems (MS4) into US Waters. In order to delegate this herculean task, the EPA then enters into agreements at the State level with the Florida Department of Environmental Protection (FDEP). The State then enters into agreements with the counties, in this case Miami-Dade County and finally the County enters into interlocal agreements with the participating municipalities within their County.

In 2005 the Town entered into an interlocal agreement between co-permittees named in the National Pollution Discharge Elimination System (NPDES) Permit No. FLS00003 and Miami-Dade County, providing for the performance of professional services between all co-permittees for the purpose of controlling pollutant discharges between shared Municipal Separate Storm Sewer Systems (MS4). The interlocal agreement being presented today is an updated version of the interlocal agreement which the Town entered into in 2005.

This renewal of the interlocal agreement details the required monitoring/testing, planning, education and implementation required per permit No. FLS000003-003. In total there are 33 municipalities entering into the interlocal agreement. This interlocal agreement will become effective on October 1, 2012 and will expire on September 30, 2016.

The total cost for all 33 municipalities is shown on Attachment "A" to be \$1,670,000.00. These costs shall be shared by all co-permittees and will be assigned on a percentage rate obtained by dividing the number of outfalls in the geographical boundaries of each co-permitting by the total number of outfalls within the geographical boundaries of all co-permittees. A similar calculation is performed by the roadway MS4 drainage area.

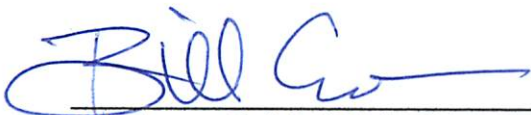
Analysis: The interlocal agreement is a cost effective way to spread the costs associated with EPA/permit compliance amongst all cooperating municipalities. This interlocal agreement also ensures that Surfside complies with all permit requirements. The total not to exceed amount of \$1,809.00 annual cost is a fair and equitable value. If Surfside were to advertise this service for bids, it is highly unlikely that a more favorable rate would be obtained.

Budget Impact: The annual not to exceed costs are \$1,809.00. This amount has been budgeted for and is included in the Public Works Department's annual budget. The only way this amount will be adjusted is if the Town adds or removes any outfall structures. No addition or deletion of outfall structures are planned in the current Utility Rehabilitation Project or any other scheduled projects at this time.

Growth Impact: N/A

Staff Impact: No additional staff will be required due to this interlocal agreement.

Recommendation: It is recommended that the Town Commission approve a resolution for the execution of the interlocal agreement for permit no. FLS000003-003 with Miami-Dade County for providing for performance and professional services by Miami-Dade County for a not to exceed annual cost of \$1,809.00



Bill Evans, Public Works Director



Roger M. Carlton, Town Manager

INTERLOCAL AGREEMENT BETWEEN ALL CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003-003 AND MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY, AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS, AND TO NEGOTIATE AND EXECUTE CHANGES TO THE SELECTION OF ACTIVITY PARTICIPATION BY CO-PERMITTEES

This Interlocal Agreement ("Agreement") is made and entered into by, and between, all **CO-PERMITTEES** named in Florida Department of Environmental Protection Permit Number FLS000003-003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for identification and control of discharges from any and all Municipal Separate Storm Sewer Systems (MS4s) that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as DEP) pursuant to Section 403.0885, Florida Statutes, and DEP Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed by Miami-Dade County on behalf of both the **CO-PERMITTEES** and **MIAMI-DADE COUNTY**. This Agreement also provides for the negotiation and execution of changes to the selection of activity participation by **CO-PERMITTEES**.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003-003 as **CO-PERMITTEES**: City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida Department of Transportation (FDOT) District VI, Florida Department of Transportation (FDOT) Turnpike Enterprise, Miami-Dade Expressway Authority (MDX), and Miami-Dade County.

COUNTY shall mean Miami-Dade County

FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II **Term of Agreement**

This Agreement shall become effective, and supersede the current interlocal agreement, on October 1, 2012. This Agreement shall expire on September 30, 2016, or until a replacement interlocal agreement is executed, whichever is later.

Section III **Scope of Work**

The parties hereto agree that the EPA is requiring as part of the NPDES MS4 Operating Permit the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the water monitoring annual costs (Activity 1) attributable to this operating permit shall be shared by those **CO-PERMITTEES** who elect to participate in this Activity, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls which drain to United States bodies of water existing in the geographical boundaries of each **CO-PERMITTEE** by the total number of outfalls existing within the geographic boundaries of all **CO-PERMITTEES**.

The parties further agree that the best management practices (BMP) (Activity 2) and basin management action plan (BMAP/WTW) (Activity 3) costs attributable to this operating permit shall be shared by those **CO-PERMITTEES** who elect to participate in these Activities, and the costs shall be based on a percentage rate obtained by dividing the roadway MS4 drainage area existing in the geographical boundaries of each **CO-PERMITTEE** by the total roadway MS4 drainage area existing within the geographic boundaries of all **CO-PERMITTEES**. These costs are included in Attachment "A" of this Agreement.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV **COUNTY's Obligations**

1. **Compliance with NPDES MS4 Operating Permit** The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.

2. **Permits** The COUNTY shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by CO-PERMITTEES, if any, which shall be obtained by the respective CO-PERMITTEE), which are required to perform activities under the NPDES MS4 Operating Permit.
3. **Report** The COUNTY shall provide the CO-PERMITTEES with a report, on an annual basis, with the results of the monitoring and sampling activities required under the NPDES Operating Permit.
4. **Notice of COUNTY Meeting** The COUNTY shall provide the CO-PERMITTEES with oral or written notice of all regular meetings held by COUNTY staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Section V **CO-PERMITTEES' Obligations**

1. **Prevention of Theft of COUNTY Equipment** The CO-PERMITTEES shall take reasonable steps to prevent theft or vandalism of COUNTY equipment located within the CO-PERMITTEE'S geographic boundary. The CO-PERMITTEES agree that such equipment may be placed within each CO-PERMITTEE'S geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. **Compensation** Each CO-PERMITTEE will reimburse the COUNTY for costs of activities performed over the preceding fiscal year in accordance with Attachment "A", and as specified in the Execution in Counterparts form for that fiscal year. The COUNTY will bill each CO-PERMITTEE annually, within six (6) months after the end of the fiscal year, for actual amounts expended during the prior fiscal year. Payment by the CO-PERMITTEE is to be made not later than forty-five (45) days after the bill presentation. Failure to pay the agreed-upon costs to the COUNTY in accordance with this Agreement shall be deemed default by the CO-PERMITTEE that fails to pay pursuant to this Agreement. The expenditures for the final fiscal year that this Agreement is valid will be invoiced by the COUNTY and paid by the CO-PERMITTEES during the following fiscal year.
3. **Access** The CO-PERMITTEES shall provide the COUNTY with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the CO-PERMITTEE'S geographic boundary.

Section VI **Indemnification**

The CO-PERMITTEE shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CO-PERMITTEE or its employees, agents, servants, partners, principals or subcontractors. The CO-PERMITTEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgements

and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of and within the limitations of Section 768.28 Fla Stat., and subject to the provisions of that Statute whereby the **CO-PERMITTEE** shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **CO-PERMITTEE** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CO-PERMITTEE**, provided further that any **CO-PERMITTEE's** liability hereunder shall be based on that **CO-PERMITTEE's** performance of this Agreement only, and no **CO-PERMITTEE** shall be liable for indemnification based on another **CO-PERMITTEE's** performance of this Agreement.

The **COUNTY** shall indemnify and hold harmless the **CO-PERMITTEE** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **CO-PERMITTEE** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **COUNTY** or its employees, agents, servants, partners, principals or subcontractors. The **COUNTY** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **CO-PERMITTEE**, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the **COUNTY** shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **COUNTY** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **COUNTY**.

Section VII **County Event of Default**

Without limitation, the failure by the **COUNTY** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**COUNTY** event of Default".

If a **COUNTY** event of default should occur, the **CO-PERMITTEE** shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to **COUNTY** hereunder are terminated, effective upon such date as is designated by the **CO-PERMITTEE**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section VIII
Co-Permittee Event of Default

Without limitation, the failure by the **CO-PERMITTEE** to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "**CO-PERMITTEE Event of Default**".

If a **CO-PERMITTEE** Event of Default should occur, the **COUNTY** shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to **CO-PERMITTEE** hereunder are terminated, effective upon such date as is designated by the **COUNTY**;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** The **CO-PERMITTEE** hereby authorizes the **COUNTY** to act on its behalf only with respect to: the activities under this Agreement; and compliance with requirements of those monitoring, sampling, BMP, and BMAP portions under the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The **CO-PERMITTEE** may, but is not required to, attend any or all regular meetings held by **COUNTY** staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The **CO-PERMITTEES** shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 **CO-PERMITTEE**, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the **CO-PERMITTEE** whose stormwater system generates a pollutant discharge that impacts another **CO-PERMITTEE'S** system and the impacted **CO-PERMITTEE** agree to cooperate by providing the staff and equipment necessary to identify the source of pollutant discharges emanating from the separate storm sewer system of one **CO-PERMITTEE** to the separate storm sewer system of another **CO-PERMITTEE**.
5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the **CO-PERMITTEES**, or **COUNTY**, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The **COUNTY** shall assist, as needed, in any investigation and identification of a source of the discharge. If the **COUNTY** discovers a discharge in the separate storm sewer system of a **CO-PERMITTEE** or the **COUNTY**, the **COUNTY** will investigate the source of the discharge and report its findings to the affected NPDES **CO-PERMITTEES**. When an investigation specifically identifies a NPDES **CO-PERMITTEE** as the source of a pollutant discharge, then that **CO-PERMITTEE** shall be responsible

for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.

6. **Dispute Resolution** When the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. **CO-PERMITTEES** shall be entitled to reimbursement of monies paid to the **COUNTY** only in the event of termination without cause by the **COUNTY**, and the **CO-PERMITTEE** shall then be entitled to such reimbursement only to the extent that services providing information useful to the NPDES MS4 Permit have not been rendered by the **COUNTY**. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.
8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties listed in Section I of this Agreement..
11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.
12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The **COUNTY** and the **CO-PERMITTEE** agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh

Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.
16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.
17. **Number of Outfalls** The COUNTY will review and adjust on an annual basis the number of outfalls and MS4 drainage area of each CO-PERMITTEE during the month of March for each fiscal year the Agreement is in effect. Adjustments made, if any, will be in effect for the upcoming fiscal year, to recalculate each CO-PERMITTEE'S share of the total annual costs. CO-PERMITTEES may submit relevant outfall information to be included in the review during a two month period, from January 1st to February 28th of the year immediately preceding the start of the fiscal year of the intended changes. An updated Attachment "A" shall be provided to CO-PERMITTEES annually by March 31st for budgetary purposes.
18. **Maximum Annual Costs** Each CO-PERMITTEE'S maximum (not to exceed) financial commitment under this Agreement is shown in Attachment "A". It should be noted that the CO-PERMITTEE's cost share may change (+/-) based on any changes made to the Number of Outfalls or Drainage Area during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the COUNTY for water monitoring, sampling, BMP, and BMAP activities performed, will not exceed the CO-PERMITTEE'S total annual cost shown in Attachment "A" for that fiscal year.

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, _____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager or his designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 2 (Best Management Practices, BMP)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

Activity 3 (Basin Management Action Plan/Walk the WBID, BMAP/WTW)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place. These modifications must be formally requested between January 1 and February 28 in order to become effective for the following fiscal year and for the duration of the Agreement unless further modifications are made by executing a new "Execution in Counterparts" form

Name of Manager (print)

Signature Date

Name of Clerk / Legal Representative (print)

Signature Date

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached.

MIAMI-DADE COUNTY
Stephen P. Clark Center
111 N.W. 1 Street
Miami, FL 33128

Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK
Attest:

Deputy Clerk

Date

ATTACHMENT "A" - Interlocal Agreement Optional Activities 1, 2, AND 3

FY 12-13 (ANNUAL) MONITORING COSTS FOR MIAMI-DADE COUNTY AND CO-PERMITTEES

Municipality/Agency	Activity 1		MS4 Drainage Area (square feet)	Percent of Total MS4 Drainage Area	Activity 2		Activity 3		Activity 1+2		Activity 1+2+3	
	Number of Outfalls	Percent of Total Outfalls			Water Monitoring Annual Costs (not to exceed)	BMP Annual Costs (not to exceed)	BMAP/WTW Annual Costs (not to exceed)	Co-Permittee's Total Annual Cost (not to exceed)	Co-Permittee's Total Annual Cost (not to exceed)	Co-Permittee's Total Annual Cost (not to exceed)		
Aventura, City of	168	2.1	\$9,763	3,692,775	0.17	\$60	\$2,003	\$9,822	\$11,826			
Bal Harbour Village	10	0.1	\$581	1,047,127	0.05	\$17	\$568	\$598	\$1,166			
Bay Harbor Islands, Town of	54	0.7	\$3,138	2,016,058	0.09	\$33	\$1,094	\$3,171	\$4,264			
Coral Gables, City of	109	1.4	\$6,334	52,297,467	2.42	\$849	\$28,372	\$7,183	\$35,555			
Cutler Bay, Town of	157	2.0	\$9,123	26,080,350	1.21	\$423	\$14,149	\$9,547	\$23,696			
Doral, City of	352	4.4	\$20,455	15,535,462	0.72	\$252	\$8,428	\$20,707	\$29,135			
El Portal, Village of	6	0.1	\$349	1,983,107	0.09	\$32	\$1,076	\$381	\$1,457			
Golden Beach, Town of	8	0.1	\$465	932,283	0.04	\$15	\$506	\$480	\$986			
Hialeah Gardens, City of	7	0.1	\$407	9,875,350	0.46	\$160	\$5,358	\$567	\$5,925			
Homestead, City of	168	2.1	\$9,763	34,072,903	1.58	\$553	\$18,485	\$10,316	\$28,801			
Indian Creek Village	16	0.2	\$930	482,118	0.02	\$8	\$262	\$938	\$1,199			
Key Biscayne, Village of	33	0.4	\$1,918	5,750,201	0.27	\$93	\$3,120	\$2,011	\$5,131			
Medley, Town of	44	0.5	\$2,557	10,707,972	0.50	\$174	\$5,809	\$2,731	\$8,540			
Miami Beach, City of	306	3.8	\$17,782	30,511,682	1.41	\$495	\$16,553	\$18,277	\$34,830			
Miami Gardens, City of	298	3.7	\$17,317	71,074,976	3.30	\$1,153	\$38,559	\$18,470	\$57,030			
Miami Lakes, Town of	221	2.8	\$12,842	18,869,747	0.87	\$306	\$10,237	\$13,149	\$23,386			
Miami Shores, Village of	32	0.4	\$1,860	11,599,210	0.54	\$188	\$6,293	\$2,048	\$8,341			
Miami Springs, City of	23	0.3	\$1,337	14,444,585	0.67	\$234	\$7,836	\$1,571	\$9,407			
North Bay Village, City of	65	0.8	\$3,777	1,417,155	0.07	\$23	\$769	\$3,800	\$4,569			
North Miami Beach, City of	204	2.5	\$11,855	23,802,524	1.10	\$386	\$12,913	\$12,241	\$25,154			
North Miami, City of	115	1.4	\$6,683	29,505,817	1.37	\$479	\$16,007	\$7,162	\$23,169			
Opalocka, City of	18	0.2	\$1,046	11,570,829	0.54	\$188	\$6,277	\$1,234	\$7,511			
Palmetto Bay, Village of	98	1.2	\$5,695	31,564,566	1.46	\$512	\$17,124	\$6,207	\$23,331			
Pinecrest, Village of	58	0.7	\$3,370	31,645,995	1.47	\$514	\$17,169	\$3,884	\$21,053			
South Miami, City of	31	0.4	\$1,801	10,831,867	0.50	\$176	\$5,876	\$1,977	\$7,854			
Sunny Isles Beach, City of	66	0.8	\$3,835	1,924,058	0.09	\$31	\$1,044	\$3,867	\$4,910			
Surfside, Town of	5	0.1	\$291	2,717,687	0.13	\$44	\$1,474	\$335	\$1,809			
Virginia Gardens, Village of	1	0.0	\$58	1,557,857	0.07	\$25	\$845	\$83	\$929			
West Miami, City of	1	0.0	\$58	4,464,032	0.21	\$72	\$2,422	\$131	\$2,552			
FDOT District VI	1,469	18.4	\$85,364	473,738,425	21.97	\$7,688	\$257,011	\$93,053	\$350,064			
FDOT Turnpike Enterprise	574	7.2	\$33,355	176,417,284	8.18	\$2,863	\$95,709	\$36,219	\$131,928			
MDX	456	5.7	\$26,498	142,654,138	6.61	\$2,315	\$77,392	\$28,814	\$106,206			
Unin. Miami-Dade County	2,829	35.4	\$164,395	901,826,504	41.82	\$14,636	\$489,257	\$179,030	\$668,287			
Totals (NOT TO EXCEED)	8,002	100.0	\$465,000	2,156,612,110	100	\$35,000	\$1,170,000	\$500,000	\$1,670,000			

BMP = Best Management Practices; BMAP = Basin Management Action Plan; WTW = Walk the WBID
 * Municipalities with no outfalls have been assigned a value of one outfall

Note: If a municipality or agency chooses not to participate in one or more of the activities (1, 2, or 3) described above, then sampling, modeling, or mapping may not be conducted within said municipality's or agency's service territory. The not-to-exceed amounts for each Co-Permittee and activity remain unchanged for the fiscal year shown regardless of the participation decisions by Co-Permittees.

RESOLUTION NO. 12- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN ALL CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003-003 AND MIAMI-DADE COUNTY, AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to renew an agreement on the shared task of controlling pollutant discharges between shared Municipal Separate Storm Sewer Systems (MS4) into US waters pursuant to Section 403.0885, Florida Statutes, Florida Department of Environmental Protection Rule Chapter 62-624, and 40 CFR 122.26(d)(2)(i)(D); and

WHEREAS, the Town of Surfside joined together with 33 municipalities as co-permittees in this effort on 2005; and

WHEREAS, The Town of Surfside requires approval and authorization to enter into the proposed agreement to take effect from October 1, 2012, to September 30, 2016; and

WHEREAS, the annual budget impact, as adjusted based upon the change in the number of outfalls, is not to exceed costs of \$1,809.00, the amount which has been budgeted for and is included in the Public Works Department’s annual budget;

WHEREAS, the renewal of the Interlocal Agreement details the required monitoring/testing, planning, education and implementation required per permit No. FLS000003-003.

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

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Authorization. The Interlocal Agreement for NPDES Co-Permittee in Permit No. FLS000003-003 is hereby approved and the Town Manager is authorized to do all things necessary to effectuate this Agreement.

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

PASSED and ADOPTED on this day 17th day of July, 2012.

FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

**Approved as to form and legal sufficiency
For the Town of Surfside only:**



Lynn M. Dannheisser
Town Attorney



**Town of Surfside
Commission Communication**

To: Honorable Mayor and Members of the Town Commission

From: Roger M. Carlton, Town Manager

Agenda Date: July 17, 2012

Subject: Approve a Resolution Accepting a Run-off Election

Recommendation: Approve a resolution accepting a run-off election to be held on September 11, 2012 pursuant to Article VI, Section 105 (5) of the Town of Surfside Charter in the event of a tie vote for the August 28, 2012 Town Commission fifth seat election.

Background: While we have become used to unlikely situations, in the unlikely situation that there is a tie vote for the August 28, 2012 election to fill the vacant fifth Town Commission seat, the recommended resolution will set the run-off election for Tuesday, September 11, 2012. This is necessary to provide sufficient time for the Miami Dade Supervisor of Elections to hold the run-off and to meet the requirements of the Town Charter.

RESOLUTION NO. 12-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ACCEPTING A SPECIAL RUN-OFF ELECTION IN ACCORDANCE WITH THE TOWN CHARTER; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 28, 2012 a special election shall be held for the fifth commission seat, and

WHEREAS, in the event of a tie vote for the fifth commission seat of August 28, 2012, a run-off election shall be held on Tuesday September, 11, 2012 pursuant to Article VI, Section 105(5); and

WHEREAS, Article VI, Section 105(5) of the Town Charter requires that a tie between two or more candidates for the fifth Commission seat shall be decided in a run-off election in the same manner and form as the general municipal election;

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Scheduling of Special Run-off Election If Necessary. In accordance with Section 105(5) of the Town Charter, the Commission requests a run-off election for Tuesday, September 11, 2012 be scheduled in the event of a tie vote for the fifth commissioner seat.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.

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

PASSED AND ADOPTED this 17th day of July, 2012.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

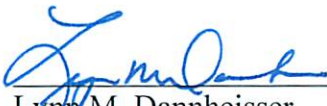
Commissioner Michelle Kligman _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

**Approved as to form and legal sufficiency
For the Town of Surfside only:**



Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 5F

Agenda Date: July 17, 2012

Subject: Expenditure of Forfeiture Fund

Background: Surfside Police Officers recently conducted mandatory firearms training and qualifications in June and July. Several weapons had malfunctions. A certified firearms range master and armorer checked the weapons. His recommendation was to replace all of the weapons. Most are ten or more years old. Some are in need of repair.

Analysis: A committee of police officers has been created to review and test the most current service weapons utilized in law enforcement and recommend a make and model for the Surfside Police Department. Thirty firearms are needed for the 27 police officers with three spares. The old weapons would be traded in for a reduction in cost of the new firearms.

Budget Impact: \$15,000 from the forfeiture fund.

Staff Impact: N/A

Recommendation: Town staff recommends that the Town Commission approve a resolution authorizing \$15,000 from the forfeiture fund to purchase thirty firearms for the Police Department.

David Allen, Chief of Police

Roger M. Carlton, Town Manager

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2011/2012 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$15,000 FROM THE FORFEITURE FUND TO PURCHASE THIRTY FIREARMS FOR THE POLICE DEPARTMENT.

WHEREAS, Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055, defines the purposes and procedures to be utilized for the appropriation and expenditure of Police Confiscation Fund; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that such needs exist and is in compliance with Section 881(e) (3) of Title 21, United States Code and Florida Statute Section 932.7055; and

WHEREAS, such funds are available in the Police Confiscation Fund- State of Florida and Federal Asset Forfeiture Program.

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

Section 1. Confiscation Fund Expenditures. Based on the attached Certificate of the Police Chief, the Town Commission hereby approves the fiscal year Police Confiscation Fund expenditures for the Town of Surfside, a true and correct listing of which is set forth in Attachment "A."

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2012.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, CMC
Town Clerk

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



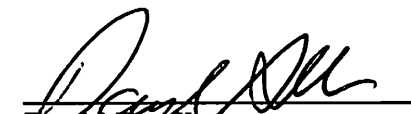
Lynn M. Dannheisser, Town Attorney

ATTACHMENT "A"

CERTIFICATE OF CHIEF OF POLICE

I, DAVID E. ALLEN, Chief of Police of the Town of Surfside, do hereby certify the expenditures for \$15,000 from the forfeiture fund to purchase thirty firearms for the Police Department from the Town of Surfside Confiscation Fund, for the 2011/2012 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055.

Dated: _____



David E. Allen
Chief of Police



Town of Surfside

To: Honorable Mayor and Members of the Town Commission
From: Tim Milian, Parks and Recreation Director
Cc: Roger M. Carlton, Town Manager
Date: July 17, 2012
Subject: Accepting Florida Municipal Insurance Trust (FMIT) Matching Funds Safety Grant

The Parks and Recreation Department has applied and received a Safety Grant through the Florida Municipal Insurance Trust Matching Funds Safety Grant Program in the amount of \$5,000. The Grant is to include funds for cosmetic resurfacing Parks and Recreation Multi-Purpose Courts and for Safety Training for Staff. By resurfacing the courts located at 96th Street Park and the Surfside Tennis Center the Town will be eliminating a potential safety hazard and will improve the overall look of the facilities. Longer term solutions will be provided when the Transacta Lanai \$25,000 payment for upgrading the Tennis Center is received. Providing additional safety training and certifications to include Water Safety Instructor (WSI), First Responder, Aquatic Facility Operator (AFO) and Lifeguard Training, will help the Town reduce potential safety hazards to employees and patrons alike.

Tim Milian, Parks and Recreation Director

Roger M. Carlton, Town Manager

RESOLUTION NO. 2012- ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING A GRANT WITH THE FLORIDA MUNICIPAL INSURANCE TRUST (“FMIT”) FOR MATCHING FUNDS TO RESURFACE THE PARKS AND RECREATION COURTS AND SAFETY TRAINING FOR STAFF.

WHEREAS, the Parks and Recreations Courts are in need of resurfacing and have become a safety hazard due to the weathering and aging of their surfaces; and

WHEREAS, the Town has recognized the need to prevent safety hazards to employees and patrons by providing additional safety training and certifications to staff; and

WHEREAS, The Town of Surfside, a Florida municipal corporation ("Town") has applied for a grant of funds for the resurfacing of the Parks and Recreation courts and for the safety training of the staff (“Grant”).

WHEREAS, the Town Commission believes that it is in the best interest of the Town to accept this Grant the approval of which is set forth more specifically in the letter attached as Exhibit “A.”

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

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby accepts this grant and authorizes the Town Manager to effectuate the terms of this Grant including but not limited to the reallocation of funds to the Parks and Recreation Department to cover the costs of these expenditures.

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

PASSED and **ADOPTED** on this 17th day of July, 2012.

Motion by _____, Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman _____
Commissioner Marta Olchyk _____
Vice Mayor Michael Karukin _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, CMC
Town Clerk

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



Lynn M. Dannheisser, Town Attorney



Florida League of Cities

Public Risk Services

Risk Control

PO Box 530065
Orlando, FL 32853-0065
800-445-6248
407-425-9142
Suncom 344-9378
Fax 407-425-9378

Health Claims
PO Box 538140
Orlando, FL 32853-8140
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

WC Claims
PO Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

Property/Liability Claims
PO Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

May 3, 2012

Town of Surfside
Attn: Sandra Novoa
9293 Harding Avenue
Surfside, FL 33154

Dear Ms. Novoa:

Thank you for your FMIT Safety Grant Application submission.

The Florida Municipal Insurance Trust is pleased to announce that the Town of Surfside's Safety Grant Application has been reviewed and approved in the amount of \$5000. Please submit invoices for the items listed in the application so the check can be ordered. Since it is a matching-funds grant, the award will be reflective of one half the total of the invoices submitted. Please let me know if you have any questions

Your check will be delivered by your Account Executive, Jim McGinn, as soon as he receives the check in the mail.

Thank you for your continued commitment to safety education and culture.

Sincerely,

Scott J. Blaser, CSP
Risk Control Manager

SB/ac

FLC Risk Control services are intended solely to identify and assess reasonable risks within the Member's insured property. However, FLC Risk Control does not warrant or guarantee the safety of any property or condition within the Member's property and cannot guarantee additional risks will not result in loss following a Risk Control assessment. Improvements or corrections to the Member's property are solely its responsibility. Accordingly, Member acknowledges neither FLC, its employees nor its agents shall be liable for losses related to any risk assessment provided.

Sandra Novoa

From: Lynn Dannheisser
Sent: Monday, June 18, 2012 5:50 PM
To: Marta Olchyk; Roger Carlton; Daniel Dietch
Cc: Sandra Novoa
Subject: RE: Item for next month Commissioner's meeting.

Commissioner:

Speaking only to the procedural issues, these might be more appropriate for discussion first under Section 9 of the Agenda. Then, if the Commission so desires or directs it can become a legislative item. I am copying Sandra for agenda purposes.

Lynn

From: Marta Olchyk
Sent: Monday, June 18, 2012 3:11 PM
To: Lynn Dannheisser; Roger Carlton; Daniel Dietch
Cc: Martha Olchyk
Subject: Item for next month Commissioner's meeting.

I would like for you to include the following motion as an agenda item:

When there is a Commissioner (s) absent from the Commissioner's Regular monthly meeting neither one of these two items should be included in the agenda :

Expenditures for salaries, wages, fringe benefits for any/ all Surfside employees including but not limited to all current, or future executive, legislative, supervisors and any/ all other Surfside personnel.


Additional expenditure for any future obligations in the form of purchase orders, contracts, not included in the current budget approved should not be included in the agenda either.

If you think they should be two different motions please prepare them as such.

Thanks so much,
Marta



MEMORANDUM

TO: Elected Officials
FROM: Roger M. Carlton, Town Manager 
CC: Lynn Dannheisser, Town Attorney
DATE: July 17, 2012
SUBJ: Public Information Campaign for Charter Amendment Election

BACKGROUND: The community has been very involved in the Charter Amendment process for nearly four years. A Charter Review Board was established by Resolution No. 2008-1840, May 27, 2008 and that Board met from October 6, 2008 through February 16, 2010 in a series of eight meetings. A comprehensive series of Charter Amendments was presented to the Town Commission on March 9, 2010 and the decision was reached to only place on the ballot the termination of the Personnel Appeals Board since many of its functions have been replaced by new state and federal legislation as well as the collective bargaining process. That initiative failed due predominately to a very weak public information campaign which in turn allowed the measure to be negatively cast as “taking away employee rights.”

During a public workshop held at the Community Center on April 30, 2012, the Town Commission determined to place four Charter Amendment measures on the ballot for November 6, 2012. These amendments include:

Charter Amendment 1: Preamble and Citizen’s Bill of Rights

Charter Amendment 2: General and Special Elections of Commission Members

Charter Amendment 3: Mandatory Charter Review

Charter Amendment 4: Clarifying Density and Intensity (Height of Buildings)

In order for the citizens to support these critically important initiatives, it is incumbent on the Town to develop a “value neutral” public information program. “Value neutral” means factually informative without suggesting how to vote.

The elements of a “value neutral” public information campaign include:

1. Advertising both required by law related to the ballot and dates of election as well as informational.
2. Collateral materials such as mailers, stories in the Gazette, handouts at special events and other traditional pieces that remain “value neutral”.
3. Educational program including meetings at the condos, speakers bureaus to attend events at the churches/synagogues and the Community Center, use of blogs, encouragement of absentee and early voters to participate and integration of the former Charter Review Committee members, where appropriate. A key element of the process is to have good graphics particularly to explain the density clarifying amendment and to ensure that the mailers are read and not trashed when they are received.
4. Advocacy by a private group or individual could also be an element of this effort. Advocacy is not constrained by the “value neutral” requirement of the public information campaign, for example, a small fund is raised by private individuals and businesses who believe in good government and reform. That group prepares the advertisements and mailers it wishes to use independently of the Town Staff.
5. Finances: the required advertising for the referendum will be approximately \$5000. It is recommended that an additional \$15,000 be set aside in the FY 12/13 budget for the “value neutral” public information campaign. If this amount is acceptable, a more detailed plan will be developed and presented to the Town Commission.

It should be remembered that the purchase of advertising space is very competitive during a Presidential election and we need to commit the space as soon as possible.

RC/dh



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009


Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Mayor Daniel Dietch

Cc: Roger Carlton, Town Manager

FROM: Lynn M. Dannheisser, Town Attorney 

DATE: July 17, 2012

SUBJECT: Report on PACE Program

You have indicated your interest in the PACE program and have asked me to research its basis and how it could operate for the Town of Surfside. That research follows.

Background

The Property Assessed Clean Energy (“PACE”) improvement program, as set forth in Chapter 163.08 Florida Statutes, is a voluntary, micro-loan program offered by local governments to property owners to enable those owners to finance qualified energy conservation improvements. Both existing residential and commercial properties are eligible for the program. Property owners opt into a special assessment district created by the Town to receive a loan to finance energy improvements or retrofits. The loan is repaid through an annual assessment on the owner’s property tax bill.

Currently, Cutler Bay, Coral Gables, Palmetto Bay, Pinecrest and South Miami are members of the South Dade Green Corridor District, aimed at implementing PACE protocol. The Cities have entered into an Interlocal Agreement to provide the financing services to their respective district citizens.

Property Owner and Community Benefits

By adopting a PACE program, the property owners and the community, as a whole, benefit. For the property owner, PACE allows financing for costly improvements, with little or no out-of-pocket upfront costs; and provides for longer-term prepayment through property taxes (as an assessment). The value of the investment stays with the property, regardless of a change in ownership. The property owner experiences immediate savings in energy bills, conceptually used to pay off the assessment. The public benefits from the reduction of greenhouse gas emissions and promoting energy independence. The PACE program has been shown to boost to local construction and the growth of “green jobs,” while supplementing current efforts towards energy conservation in other cities.

To qualify as a PACE energy conservation improvement, the update must be permanently affixed to the property. Appliances that are not permanently attached to the property do not qualify. Additionally, the program costs and cost of a central entity issuing bonds to finance the program are allocated among the participating property owners.

Application Process

The PACE application process depends on the financing structure used by the program. Generally, the process begins by obtaining an energy audit and receiving bids from contractors qualified in projects determined by the audit. Next an application signed by the property owners and the project bid are submitted for the program financing. Once reviewed and approved by the district, a process that includes underwriting the property against well-defined qualification criteria such as the property’s tax records, the property owners sign a consent to lien agreement. The application period ends once the PACE program achieves a predetermined participation level or trigger date. Upon the bonds issuance, the assessment is recorded and the property owner is notified to proceed with the project. The property owner then enters into a private contract with installers and the project is installed after all required building permits are issued. Following installation, the property owner submits documentation including final invoice and evidence of building permits, which is verified for compliance with the program, and the project is funded. Assessment payments by the property owner begin as part of the property tax bill and runs with the land so a sale of the property does not cut off the obligation.

Financing Options/Funding Mechanisms

PACE financing relies on (1) the public issuance of revenue bonds, (2) direct private investment, or (3) direct government financing via general fund, specialized trust funds, grant funding, etc. or some combination of these mechanisms. The goal of the financing plan is to develop a sustainable stand-alone financing program defined by cost neutrality and minimization of risks and exposure as determined by the financing model below.

A. Interim Funding through the Town Pool

This financing option uses municipal funds to provide interim financing. The projects are funded on-demand, and the individual loans are then bundled by the municipality into a bond issue sold in the capital markets.

The ease and flexibility of these financing terms can be adjusted to meet program goals. However, the terms must be engineered to ensure the obligations are attractive to capital markets. This financing can augment investment returns to the municipality if interest rates on the individual loans are higher than the interest rates on conventional municipal investments. Additionally, this option does not require an interim credit or other financing facility from a bank or underwriting due to the use of municipal funds and can be refunded if properly executed. However, investing in PACE subjects the Town to interest rate risks and potential risk that the loan pool may not be attractive enough to sell the bonds.

B. Long-Term, "Pooled Bond" Public Financing

Based on a more traditional bond structure, this financing structure uses either a pre-defined debt obligation value or number of owners that consent to the assessment lien to trigger the debt obligations be aggregated into a revenue bond issuance. Upon the bond issuance, the consent to assessment lien is executed, becoming legally binding. Bond proceeds are passed to a trustee who holds the proceeds until projects are installed and verified.

There is no interest rate risk to the Town, while property owners bear the interest rate risk, as determined directly by the capital market interest rates. This financing option does not permit "on-demand" financing, since a critical mass of property owners will have to sign consent to assessment lien contracts prior to bond issuances. Thus, financing only occurs when the volume thresholds are achieved. Since the program participants are committing to the debt service on the bond prior to the installation of the improvement on their property, property owners are liable should they decide to forgo the installation. The interest on the assessment obligations begins when the bond is issued, not when the project is funded or completed.

C. Interim Funding with Private Capital

This financing option uses private capital to provide the interim financing facilities rather than Town funds. The private firm would purchase the debt obligations of each property in a "micro-bond" according to a Bond Purchase Agreement. The Agreement governs the property owner interest rate which is generally determined by an index. Once financed, the interest rate is fixed for the term of the obligation.

The private firm bears the interest rate and take-out risk, not the Town. This provides committed capital at a pre-determined rate to property owners from day one, allowing property owners to evaluate their debt obligations precisely. Interest on the assessment obligations begins once the project is funded. This provides flexibility to the program, adjusting automatically to meet demand or changes in projects. However, the

implied interest rate may be higher than other options due to the financial partner's bearing the major risks. The financial partner will require input into underwriting standards and program design.

D. Upfront Financial Partner Financing Model

With upfront funding provided by a third party, committed financing is available to property owners immediately. The Town's financial adviser and legal team must collaborate with Ygrene to establish the program and underwriting standards that are mutually acceptable. Once set, the Town enters into a Funding Agreement where the Town is required to procure through a public bid process a Third Party Administrator on the behalf of a District (which must consist of a certain number of cities or communities to make it financially feasible). Under this structure, funds are immediately made available to interested property owners at a pre-defined interest rate negotiated as part of the Funding Agreement. Once the minimum number of properties or total investment is achieved, the financial partner either chooses to retain the liens or executes a securitization. The goal is to provide on-demand financing capability from the initiation of the program allowing for continuous funding over the long-term. This financing approach does not require Town credit support nor provide significant program and interest risks to property owners.

I trust this responds to your inquiry but please do not hesitate to call with any questions you may have. With your permission I have invited a representative from the third party administrator for a number of cities in the south end of Dade County- Cutler Bay, Pinecrest, South Miami known as the Green Corridor PACE District, the Ygrene Energy Fund, LLC. and their counsel to speak to you further about this proposition.



Town of Surfside Commission Communication

Agenda Item # 9D

Agenda Date: July 17, 2012

Subject: Resort Tax Audit Initial Summary

Background: The Town Commission authorized, in January 17, 2012 (Attachment A), the first full scale audit of businesses that submit Resort Tax via an RFP process to qualify audit firms. Two businesses were assigned to each of the six approved audit firms for a total of twelve businesses audited from October 1, 2009 through September 30, 2011.

The following is a list of the approved firms and the businesses assigned to them:

- Experis Finance: *The Surf Club* and *Sun Harbour Hotel*
- Keefe, McCullough & Co., LLP: *Specchio* and *The Harbour Grill*
- Marcum, LLP: *Flanigan's* and *Best Western*
- RGL Forensics: *Adriana* and *Café Ragazzi*
- Samson Kline Jacomino, Gamarra & Co., LLP: *Cine Citta Caffe* and *Cine Citta Grill*
- TCBA Watson Rice LLP: *The Greek Place* and *Sushi Republic*

The authorization to audit Resort Tax collecting businesses is outlined in Surfside's Chapter 70 Article IV Resort Tax. The collecting of Resort Tax revenue is also defined in the Town's Charter Sec. 69-A Resort Tax. After nearly sixty years, the Town's Resort Tax Ordinance was amended for the first time with Commission approval on May 10, 2011. The Town is only one of three local municipalities granted by the State (Florida State Law Chapter 67-930 Municipal Resort Tax) to collect Resort Tax revenue on accommodation rental sales through a four percent (4%) tax and through two percent (2%) on food and beverage sales. Miami Beach and Bal Harbour Village are the other only other municipalities in Miami-Dade County with the same capability.


Update: The following is a summary of what has transpired with each business that was audited and the audit findings reviewed by Town Staff:

- 1) Deemed in compliance:
Café Ragazzi, Specchio and *The Harbour Grill*.
- 2) Found to be in violation and, upon notification, submitted payment for outstanding resort tax, penalties and interest:
Adriana ~ \$369.77

Flanigan's ~ \$32,873.53 resulting from charging resort tax on the mandatory gratuity that they collect from their patrons. While this is deemed legal by the State, they were not however submitting this additional two percent (2%) that they collected on the gratuity onto the Town.

- 3) Disputed the audit findings and negotiated a settlement with the Town Manager acting as the initial hearing officer as outlined in the Resort Tax Ordinance:
The Surf Club ~ \$471.59
Sun Harbour Hotel ~ \$524.08
- 4) Disputed the audit findings and provided the Town Manager with documentation for the subsequent absolution of any outstanding amount owed:
Sushi Republic ~ After reviewing nearly three hundred (300) restaurant checks for randomly selected days against the corresponding monthly Resort Tax forms submitted to the Town, it was agreed that *Sushi Republic* is not in violation of any outstanding Resort Tax owed to the Town. This decision was further based on agreeing that the difference between gross income reported and the restaurant bank deposits refer to the tax and gratuity that the restaurant collected.
The Greek Place ~ The business operators were depositing capital into their business account to cover their move and renovation. The difference of the bank deposits to the revenue they reported raised a red flag as possible underreporting of revenue. However this was proven not to be the case.
- 5) *The Best Western* audit findings revealed an overpayment of \$13,009.40 due to their error. They had calculated the four percent (4%) Resort Tax due on the total of their gross sales plus the tax they collected. The reimbursement amount was reduced by the \$10, 848.20 that they owed for outstanding Local Business Tax Receipts before the transferring of ownership.
- 6) *Cine Citta Caffe* and *Cine Citta Grill* remain in negotiations with the Town on the amount owed. The original audit amount has been greatly reduced due to an error in the calculation process.

Staff continues their outreach to all Resort Tax collecting business to ensure that they continue to supply supporting documentation as required by the amended Resort Tax Ordinance. This will have a positive effect on compliance and may reduce the frequency of auditing in the future. In the interim, funding for an audit of the remaining dozen businesses is included in the Fiscal Year 12/13 Proposed Budget under the General Fund as sixty four percent (64%) at \$13,200 and under the Tourist Bureau as thirty four percent (34%) at \$6,800. This is in line with the percentage allocations of the Resort Tax revenue as determined by the Resort Tax Ordinance.


TEDACS Director


Town Manager



Town of Surfside Commission Communication

Agenda Item # 9G

Agenda Date: January 17, 2012

Subject: Resort Tax Audit Update

Background: The unique ability of Surfside to collect Resort Tax revenue on accommodation rental sales through a four percent tax and through two percent on food and beverage sales is defined by Florida State Law Chapter 67-930 Municipal Resort Tax and the Town's Charter Sec, 69-A Resort Tax. Miami Beach and Bal Harbour are the other only other municipalities in Miami-Dade County with the same capability.

Surfside's Chapter 70 Article IV Resort Tax governing the collection and use of this tax was adopted in 1960 and has not been updated since. Through a series of public meetings and workshops with previous and present Tourist Boards, that included a review of the Florida Statute and the Town's Charter as well as those ordinances pertaining to Resort Tax from Miami Beach and Bal Harbour, and with input from the Town Manager and Town Attorney, an amendment to the ordinance was brought before the Town Commission on May 10, 2011.

The amendments address the following areas that were lacking in the original ordinance:

- Provides definitions of terms used throughout the ordinance to avoid any potential confusion.
- Authorizes the taxation of beer, malt and refrigerated beverages, as well as take-out, bringing the ordinance in line with amendments to the State Statute since 1960.
- The responsibility of the applicable businesses to collect and remit the tax is clarified.
- Provisions for enforcing compliance, a delinquency penalty schedule, and the creation of a means for the settling of disputes is provided.
- Requirements to provide sufficient documentation with the tax submittal are defined.

- Identifying the creation of a special fund for all Resort Tax receipts brings the ordinance in line with the Town's Charter and complies with the State's statute. The capability of the Town to use a portion of the fund for Town purposes is not diminished.
- Identifying that a minimum of thirty four percent of the Resort Tax collected becomes the Tourist Bureau's budget aligns this amended ordinance with the traditional amount outlined in the original ordinance.
- By simplifying and stating that the Tourist Bureau's use of a portion of the fund becomes part of the Town's annual budgetary process codifies a process that has been the situation for many years.

Increasing Resort Tax revenue through new revenue streams and addressing compliance issues (e.g. audits) aligns with the direction given by the Town Commission during the workshop on the Five Year Financial Plan. The increased revenue will help achieve the goal of diversifying the Town's revenue sources and diminish a reliance on property taxes the subsequent Surfside resident tax burden.

With the Town Commission's adoption of the amendments to Chapter 70 Article IV "Resort Tax" Ordinance on second reading at the June 14, 2011 Commission Meeting, a comprehensive program to determine compliance via the performance of independent audits became possible. While Surfside's statutory authority to collect the Resort Tax has been in existence since 1960, audits had never been undertaken. For the first time in over sixty years an auditing process, with the allowance for a dispute and resolution process, was created.

A Request For Proposals (RFP) was issued on August 12, 2011 with the view of selecting multiple qualified audit firms that could be utilized to audit businesses subject to Resort Tax. This RFP process followed that of the Town Commission approved RFP process for engineering/architecture firms. On September 19, 2011 a Town Selection Committee consisting of the Finance Support Services Director, Acting Town Clerk and Tourism Director reviewed all seven proposals against the requirements outlined in the RFP. The following seven firms met the RFP requirements and were presented to the Town Commission at the October 11, 2011 Commission Meeting and approved:

- Experis Finance, 1600 Sawgrass Corporate Parkway, Sunrise FL 33324
- Gamarra & Associates, LLC, 2999 NE 191 Street, Ste 704, Aventura FL 33180
- Keefe, McCullough & Co., LLP, 6550 N Federal Highway, Ste 410, Fort Lauderdale FL 33308
- Marcum, LLP 1 SE 3rd Avenue, Miami FL 33131
- RGL Forensics, 100 SE 3rd Avenue, Ste 1515, Fort Lauderdale FL 33394
- Samson Kline Jacomino & Co., LLP, 5805 Blue Lagoon Drive, Suite 220, Miami FL 33126
- TCBA Watson Rice LLP, 500 NW 165th Street, Ste 205, Miami FL 33169

The acceptance of this range of small and large firms provided flexibility to the Town in determining a timely audit completion date and in identifying the types of businesses that could be audited. The agreement with the auditing firms is for two fiscal years with the option of three one-year renewals. With the subsequent merger of two of the approved qualified firms, Gamarra & Associates and Samson Kline Jacomino, the remaining six firms were assigned two businesses each to audit a period that encompasses the previous three fiscal years. Therefore the initial audit addresses twelve Resort Tax paying businesses. These businesses ranged from hotels, with and without food and beverage service, to both high volume and smaller restaurants. Constant contact between Staff and all six firms was maintained throughout the audit process. A meeting was held with each firm on January 5, 2012 to review their findings before final reports were presented to the Town Manager on January 17, 2012.

Analysis: Presently staff is reviewing the final reports relating to the twelve audited businesses. Preliminary findings identify a wide range of results. Some businesses have records that match the Town's Resort Tax payment receipts and other documents that are used to determine resemblances of the submissions. Other businesses have minor discrepancies that err in the Town's favor. These businesses will be invoiced accordingly for the amounts due. There is one business that overpaid the tax to the Town, due to their accounting errors, and will qualify for a reimbursement. However, there are a few businesses that have very significant underpayments to the Town and will be addressed accordingly.


At this juncture it is the prudent duty of the Town to formally notice all audited businesses of their specific outcomes and it would be inappropriate to discuss individual details prior to this occurrence. Those businesses with significant underpayments will have an opportunity to appeal the audit finding with the Town Manager acting as the hearing officer as outlined in the Resort Tax Ordinance. A status report will be brought before the Town Commission when such procedures are finalized.

As this was the first time an audit of Resort Tax paying businesses has been conducted there were lessons learned. The state of recording keeping of some of these businesses is woefully inadequate. Outreach to all businesses is on-going to ensure that their continued maintenance of proper and (now) required records is achieved. This will have a positive effect on compliance and may reduce the frequency of auditing in the future. The Town will also adjust its Certificate of Use and Local Business Tax Receipt processes to assist with Resort Tax compliance. Documents necessary for a business to operate in the Town will not be issued to businesses that have outstanding Resort Tax payments. If necessary, liens will be filed if payment plans are not met.

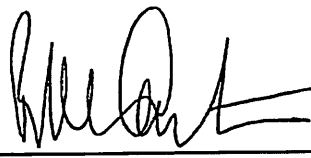
Budget Impact: \$15,000 was the approved budget for this first audit process. For the most part the hours invoiced match those estimated by staff for audit completion. Some of the records from the businesses, required by the auditors to perform the assigned task, necessitated additional hours due to an unforeseen and subsequent extraordinary forensics approach. However, the additional revenue from the audit findings should more than address any additional cost.

Staff Impact: Utilization of existing staff and continued use of the approved qualified audit firms as determined.

Recommendation: Based on the potential considerable net gain accessed through the completed auditing process on twelve businesses, staff recommends continuing with the audit process on the remaining non-audited businesses.



TEDACS Director



Town Manager



Town of Surfside

To: Honorable Mayor and Members of the Town Commission

From: Commissioner Michelle Kligman *mk*

Agenda Date: July 9, 2012

Subject: Discussion regarding Zero-Tolerance Policy for Bullying in Towns and Community Facilities

Incidents of bullying are increasing and research suggests that such incidents directly affect a child's health and well-being and thus contributes to excess absences from school, physical sickness, mental and emotional anguish, and long-term social and mental consequences. Bullying, harassment, and intimidation can take many physical, verbal, and written forms, including physical bullying; teasing or name-calling; social exclusion; peer sexual harassment; bullying; bullying about race, ethnicity, religion, disability, sexual orientation, and gender identity; and cyber bullying [bullying through email, text messaging and social media sites].

Attached please find "DRAFT" proposed legislation for your review and feedback, encouraging that the Town of Surfside be proactive in these matters and assure that every child be valued and respected regardless of perceived differences and condemn all forms of bullying in our parks and community facilities and declaring such BULLY FREE ZONES. The resolution also requires the establishment of an advisory group consisting of members from surrounding communities who will create regulations, procedures, and educational efforts.

DRAFT

RESOLUTION NO. 12- ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A ZERO TOLERANCE POLICY TOWARD BULLYING, HARASSMENT, AND INTIMIDATION OF CHILDREN IN COMMUNITY FACILITIES; ENCOURAGING THE PARKS AND RECREATION DEPARTMENT TO CREATE A PROGRAM OF EDUCATION, REPORTING, AND APPROPRIATE ACTION TO PREVENT BULLYING IN SURFSIDE'S COMMUNITY FACILITIES; AND REQUESTING SURROUNDING COMMUNITIES JOIN IN SUCH EFFORTS AND ESTABLISH A COLLABORATIVE INITIATIVE THROUGH AN INTERLOCAL ADVISORY BOARD TO DEVELOP AND IMPLEMENT RULES AND REGULATIONS RELATIVE TO BULLYING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside is concerned about the health, safety and welfare of its citizens and particularly to provide a healthy, positive, and safe atmosphere for its children; and

WHEREAS, it appears that incidents of bullying are increasing to such a degree and research suggests that such incidents directly affect a student's health and well-being and thus contribute to excess absences from school, physical sickness, mental and emotional anguish, and long-term social and mental consequences, such that in 2011, the Florida Legislature adopted Section 1006.147 defining and prohibiting bullying and harassment in the public schools; and

WHEREAS, bullying, harassment, and intimidation can take many physical, verbal, electronic, and written forms, including physical bullying; teasing or name-calling; social exclusion; peer sexual harassment; bullying about race, ethnicity, religion, disability, sexual orientation, and gender identity; and cyber bullying [bullying through email, text messaging,

social media sites and/or other digital means as defined in Section 748.048 (1)(d), F.S.]; and

WHEREAS, it is long past time for not only society, but also for our community to acknowledge that bullying is not some sort of rite of passage to be simply ignored or tolerated; a

WHEREAS, in addition to the public schools, many programs across the region are already engaged in education and prevention efforts; and

WHEREAS, the Town of Surfside (“SURF”) has a population of 5,838 residents, Village of Bal Harbour Village (“BAL”), a residential population of 3,400 and Bay Harbor Islands (“BAY”), a residential population of 5,146 and; and

WHEREAS, the SURF BAL BAY residents and their children utilize the Town of Surfside’s Community facilities with certain limitations; and

WHEREAS, because of the numbers of children with increasing diversity utilizing the Town’s parks and the Community Center, the Town and concerned parents are urged to work together to further define and understand the multiple aspects of bullying and effectively use systems for educating about and reporting bullying related incidents.

WHEREAS, the Town Commission would like to be proactive in these matters and wishes to assure that every child is to be valued and respected regardless of perceived differences and therefore wishes to condemn all forms of bullying and affirms the Town’s commitment to equality and freedom from discrimination and violence for all of its residents, and particularly its children.

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

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Adoption of Zero Tolerance Policy of Bullying in all Forms and

Recommendations. The Town Commission wishes to take a leadership role in adopting a zero tolerance policy of bullying, harassment, and intimidation and recommends and urges the following actions:

a) to coordinate and facilitate an effort for concerned parents and all other concerned groups to come together to form a coalition of volunteers to create a comprehensive Bullying Prevention and Intervention Plan whose goal would be to teach tolerance, promote safety, and bring about, through education and other means, the end of bullying, harassment, and intimidation in the Town of Surfside , and

b) The Parks & Recreation Department that serves these children and concerned parents to develop a program of education (including promotion and modeling of respectful language, fostering an understanding of and respect for diversity), and a reporting system to Surfside Parks and Recreation for these incidents of bullying or retaliation, in all Community facilities;

c) to coordinate and encourage the surrounding communities of North Bay Village and Bal Harbour whose children utilize Town facilities (as well as other neighboring municipalities and schools) to join with the Town in effectuating such an effort.

d) to establish an interlocal advisory board comprised of one individual representative from each of the surrounding communities that wishes to participate among the municipalities of Bay Harbor Islands, Bal Harbour, Miami Beach, North Bay Village, Sunny Isles Beach, Aventura, North Miami Beach, North Miami, and Surfside to collaboratively develop and implement rules and procedures regarding bullying as well as take appropriate measures.

Section 3. Direction to the Town Manager and Town Clerk.The Town Manager and Town Clerk are hereby authorized and directed to send a certified copy of this resolution to the

municipal clerks of the surrounding communities of Bay Harbor Islands, Bal Harbour Village, Miami Beach, North Bay Village, Sunny Isles Beach, Aventura, North Miami Beach and North Miami as well as the Principals of Ruth K Broad K-8 Center, and surrounding public and private schools encouraging similar efforts.

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

PASSED and ADOPTED on this day 17TH day of July, 2012.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman _____

Commissioner Marta Olchyk _____

Vice Mayor Michael Karukin _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

**Approved as to form and legal sufficiency
For the Town of Surfside only:**

Lynn M. Dannheisser