



TOWN OF GOLDEN BEACH

**One Golden Beach Drive
Golden Beach, FL 33160**

**Official Agenda for the October 21, 2014
Regular Town Council Meeting called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

Officers of the Quarter

Employee of the Quarter

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT
AGENDA/ AND CHANGES TO AGENDA

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

J. TOWN ATTORNEY REPORT

K. ORDINANCES – SECOND READING

- 1. An Ordinance of the Town Council Amending Chapter 66, "Zoning," to Permit Rooftop Terraces and Elevators Providing Access for Residential Structures.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING," ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PERMIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR LIMITATIONS ON SUCH USE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR

SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 562.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 562.14

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

None

N. CONSENT AGENDA

2. A Resolution of the Town Council Approving a Mutual Aid Agreement between the Village of Indian Creek and Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF INDIAN CREEK AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2381.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2381.14

3. A Resolution of the Town Council Approving a Mutual Aid Agreement between the City of Miami Beach and Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2382.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2382.14

4. A Resolution of the Town Council Adopting a Schedule of Fees for Beach and Park Activities.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING A SCHEDULE OF FEES FOR BEACH AND PARK ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2383.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2383.14

5. A Resolution Approving a Proposal and Contract with Southeastern Engineering Contractors, Inc. for Road Repairs

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A PROPOSAL AND CONTRACT WITH SOUTHEASTERN CONTRACTORS, INC FOR ROAD REPAIRS WITH THE REQUEST TO WAIVE COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2384.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2384.14

O. TOWN RESOLUTIONS

None

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Bernard Einstein:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Town Manager Alexander Diaz
None Requested

Q. ADJOURNMENT:

DECORUM:

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS 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. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 562.14

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING," ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PERMIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR LIMITATIONS ON SUCH USE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach ("Town Council") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Town Council also desires to amend the Code in order to permit rooftop terraces, and elevators which provide rooftop terrace access; and

WHEREAS, the Town Council, meeting as the Local Planning Agency, considered the amendments proposed in this Ordinance on October 21, 2014 and recommended adoption of this Ordinance to the Town Council; and

WHEREAS, after careful consideration of this matter, the Town Council has determined that it is in the best interests of the Town to approve the text amendments to Chapter 66, Zoning.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

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

Section 2. Amendment. Chapter 66 of the Town Code is amended by making modifications to Division 11, Accessory Buildings, of Article IV, Supplementary District Regulations, in the following particulars:

ARTICLE IV. Supplementary District Regulations.

DIVISION 11. Accessory Buildings.

* * *

Sec. 66-261. Rooftop terraces.

(a) For purposes of this section, a rooftop terrace shall be defined as ~~the use of an exterior space on a flat roof surface that meets all of the following criteria: the surface of any roof or roofs of a residential structure, which is improved to support outdoor activities including but not limited to dining areas, lounges, or gardens.~~

(1) The roof surface has been designed or improved to support passive outdoor uses;

(2) The usable exterior space does not exceed 50 percent of the total area of the roof;

(3) The useable exterior space is positioned as equidistant as practicable from all sides of the roof perimeter;

(4) The useable exterior space is set back a minimum of ten feet from the roof perimeter; and

(5) The useable exterior space is surrounded by a parapet, safety wall, or barrier at least 42 inches in height.

(b) Rooftop terraces are permitted in Zones 1, 2 and 3 subject to the following criteria:

~~A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof shall be permitted in accordance with subsection (c) provided it is positioned as equidistant as practicable from all sides of the roof perimeter and is set back a minimum of ten feet from the roof perimeter. A parapet or safety wall 42 inches in height shall surround the perimeter of any rooftop terrace area.~~

- (1) Rooftop terraces facing a property's side property lines may not extend beyond the face of the structure supporting the roof.
- (2) Rooftop terraces facing a property's front or rear property lines may extend up to four feet beyond the face of the structure supporting the roof.
- (3) Rooftop terraces may not be improved with any permanent structure or the placement of any temporary or permanent fixtures or equipment except a safety railing up to 48 inches in height. Prohibited permanent or temporary structures and fixtures include, but are not limited to, sinks, barbeques, ovens, grills, refrigerators, and sound systems. Notwithstanding the foregoing, outdoor furniture such as chairs, sofas and tables, and pots and planters are permitted.
- (4) No amplified or live music shall be permitted on rooftop terraces.
- (5) The cooking or preparation of meals on rooftop terraces is prohibited.
- (6) The rooftop terrace's habitable area shall be limited to a maximum area of 1,000 square feet.
- (7) The elevator and any covered elevator vestibule serving the rooftop terrace shall be limited to an area of no more than 5'x10'.
- (8) Rooftop terraces within Zone One, are permitted only on lots larger than 7,500 square feet in area and subject to the following additional criteria:

- i) Notwithstanding subparagraph (a)(4) above, terrace areas facing a property's the rear (ocean front) property line may extend up to the roof perimeter.

(9) Rooftop terraces within Zones Two and Three:

- i) May not be located on a building's highest roof; and
- ii) Must be directly accessible from a habitable enclosed portion of the building.

~~(c) Except as provided in subsection (d) below from and after February 4, 2014, rooftop terraces and elevators which provide access to a rooftop terrace shall be prohibited. Rooftop terraces and elevators which provide access to a rooftop terrace for which a building permit has been issued and construction has been either commenced or completed prior to February 4, 2014 shall be deemed legal nonconforming, provided that such rooftop terraces and elevators are constructed in accordance with all requirements of the Code of Ordinances and other applicable laws in effect on the date of permit issuance. Legal nonconforming rooftop terraces and elevators which provide access to a rooftop terrace shall not be enlarged in any manner or undergo any structural alterations except such alterations which will conform such structures to this subsection.~~

~~(d) Within Zone One rooftop terraces shall be permitted on lots larger than 7,500 square feet subject to the following limitations:~~

~~i) the habitable terrace areas shall be limited to a maximum area of 1,000 square feet.~~

~~ii) the terrace area must be set back a minimum of 10 feet from the edge of the roof in all directions except from the rear (ocean front).~~

~~iii) the terrace area shall not be improved with any permanent structures or the placement of any temporary or permanent fixtures or equipment except a safety railing up to 48 inches in height.~~

~~iv) no amplified or live music shall be permitted on the roof.~~

~~v) the elevator and any covered elevator vestibule serving the rooftop terrace shall be limited to an area of no more than 5'x10'.~~

* * *

Section 3. Implementation. The Town Clerk and Town Manager are hereby authorized to take any and all action necessary to implement this Ordinance and make it part of the Town Code including re-numbering or re-lettering the code references and ordering.

Section 4. Severability. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 5. Conflicts. To the extent that this Ordinance conflicts wholly or partially with any existing provision in the Town Code, the terms of this Ordinance shall prevail.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this 9th day of September, 2014.

PASSED AND ADOPTED on second reading this 21st day of October, 2014.

Motion to adopt by _____ seconded by _____.

Mayor Glenn Singer _____
Vice-Mayor Judy Lusskin _____
Councilmember Ken Bernstein _____
Councilmember Bernard Einstein _____
Councilmember Amy Rojas _____

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

DRAFT



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 21, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2381.14 - Approving a Mutual Aid Agreement
with the Indian Creek Police Department**

Item Number:

2

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2381.14 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the Indian Creek Police Department.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve the new agreement.

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2381.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF INDIAN CREEK AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the Village of Indian Creek, Florida, attached to this Resolution as Exhibit “A” between the Town of Golden Beach and the Village of Indian Creek, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town of Golden Beach Council believes that it is in the best interest to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

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

Section 2. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this resolution shall become effective

immediately upon approval of the Town Council.

Sponsored by Town Administration

The Motion to adopt the foregoing Resolution was offered by Councilmember,
seconded by Councilmember and on roll call the following vote ensued:

Mayor Glenn Singer
Vice Mayor Kenneth Bernstein
Councilmember Bernard Einstein
Councilmember Judy Lusskin
Councilmember Amy Isackson-Rojas

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 21st day of October, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MUTUAL AID AGREEMENT
Between the Indian Creek Police Department
and the Town of Golden Beach Police Department

WHEREAS, it is the responsibility of the governments of the Village of Indian Creek, Florida and the Town of Golden Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the Village of Indian Creek, subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

b) Agency or participating law enforcement agency: Either the Village of Indian Creek Police Department or the Town of Golden Beach Police Department.

c) Agency head: Either the Chief of the Indian Creek Police Department, or the Chief's designees; and the Chief of Police of the Town of Golden Beach Police Department, or the Chief's designees.

d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement,

during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification:

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures:

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts:

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. Effective Date and Duration:

This Agreement shall be in effect from date of signing, through and including January 1, 2019. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. Cancellation:

This Agreement may be canceled by either party upon sixty- (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

City Manager,
Village of Indian Creek, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

City Clerk,
Village of Indian Creek, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney,
Village of Indian Creek, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE
INDIAN CREEK POLICE DEPARTMENT
AND THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by the Village of Indian Creek and the Town of Golden Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: _____

DATE: _____

 Clarke P. Maher Chief
 Indian Creek Police Department

 Rudy Herbello, Assistant Chief
 Golden Beach Police Department

ATTEST:

ATTEST:

 City Clerk

 Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 21, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2382.14 - Approving a Mutual Aid Agreement
with the Miami Beach Police Department**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2382.14 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the Miami Beach Police Department.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve the new agreement.

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2382.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of Miami Beach, Florida, attached to this Resolution as Exhibit “A” between the Town of Golden Beach and the City of Miami Beach, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town of Golden Beach Council believes that it is in the best interest to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

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

Section 2. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this resolution shall become effective

immediately upon approval of the Town Council.

Sponsored by Town Administration

The Motion to adopt the foregoing Resolution was offered by Councilmember,
seconded by Councilmember and on roll call the following vote ensued:

Mayor Glenn Singer
Vice Mayor Kenneth Bernstein
Councilmember Bernard Einstein
Councilmember Judy Lusskin
Councilmember Amy Isackson-Rojas

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 21st day of October, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MUTUAL AID AGREEMENT
Between the City of Miami Beach Police Department
and the Town of Golden Beach Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida and the Town of Golden Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the City of Miami Beach, subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

b) Agency or participating law enforcement agency: Either the City of Miami Beach Police Department or the Town of Golden Beach Police Department.

c) Agency head: Either the Chief of the Miami Beach Police Department, or the Chief's designees; and the Chief of Police of the Town of Golden Beach Police Department, or the Chief's designees.

d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement,

during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification:

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures:

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts:

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. Effective Date and Duration:

This Agreement shall be in effect from date of signing, through and including January 1, 2019. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. Cancellation:

This Agreement may be canceled by either party upon sixty- (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

City Manager,
City of Miami Beach, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

City Clerk,
City of Miami Beach, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney,
City of Miami Beach, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE
MIAMI BEACH POLICE DEPARTMENT
AND THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by the City of Miami Beach and the Town of Golden Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: _____

DATE: _____

 Daniel J. Oates Chief
 City of Miami Beach Police Department

 Rudy Herbello, Assistant Chief
 Golden Beach Police Department

ATTEST:

ATTEST:

 City of Miami Beach Clerk

 Town of Golden Beach Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 21, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2383.14 - Adopting the Parks and Recreation
Fees and Associated Fee Schedule**

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2383.14 as presented.

Background:

I am proposing the adoption of the Parks and Recreation Permit Fees and Associated Fee Schedule. Attached is the Parks and Recreation Fee Schedule.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2383.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING A SCHEDULE OF FEES FOR BEACH AND PARK ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 21, 2014 the Town Council adopted the Town of Golden Beach, Rules and Regulations for the use of the Beach Park (“The Rules”); and

WHEREAS, the Town desires to reauthorize the schedule of fees attached hereto as Exhibit “A” to defer the costs of implementing and enforcing the rules; and

WHEREAS, the Town Council finds that the adoption of the fees as set out on Exhibit “A” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing recitals are adopted, confirmed and incorporated herein.

Section 2. Adoption of Schedule of Fees. The Schedule of Fees attached to this Resolution as Exhibit "A" is hereby adopted and supersedes all prior schedules and fees for said services.

Section 3. Implementation. The Town Manager and Town Mayor are hereby authorized to take all reasonable measures to implement this Resolution and the Schedule of Fees adopted herein.

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

Sponsored by **the Town Administration.**

The Motion to adopt the foregoing resolution was offered by _____,
seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 21st day of October, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: October 21, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2384.14- Approving a Proposal and Contract
with Southeastern Engineering Contractors, Inc. for Road
Repairs**

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2384.14 as presented.

Background:

On June 10, 2014 a third party contractor working for TECO Gas accidentally punctured the water main underneath Golden Beach Drive in the vicinity of the 400 block. Emergency repairs were conducted to mitigate the undermining and destruction to Golden Beach Drive.

Since that time the Town has worked with the insurance provider of TECO Gas to make the permanent repairs to Golden Beach Drive. Given that we used Southeaster Engineering to construct Golden Beach Drive during the CIP and the fact that the third party insurance is paying for the repair I determined that the appropriate course of action was to have Southeastern Engineering perform the permanent repairs.

I am recommending that waive competitive bid and allow for Southeast Engineering to perform the work as proposed in the attached.

Fiscal Impact:

\$ 46,878.40 to be reimbursed from the third party insurer.

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2384.14

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AUTHORIZING THE PAYMENT OF THE INVOICE ATTACHED AS EXHIBIT “A” TO SOUTHEASTER ENGINEERING CONTRACTORS, INC. FOR ROADWAY REPAIRS; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town from time to time needs to incur extraordinary expenses for the repair of capital infrastructure; and

WHEREAS, certain damage to the Town’s roadways occurred which needed immediate repair; and

WHEREAS, the Town engaged Southeastern Engineering Contractors, Inc. (“Southeastern”) to perform the repairs for which Southeastern has submitted an invoice attached as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization of Payment. The Council hereby authorizes and approves payment to Southeastern Contractors, Inc. in an amount of \$46,878.40 as described in the attached Exhibit “A” to this Resolution.

Section 3. Implementation. The Town Mayor and Town Manager are hereby authorized to take any and all action reasonably necessary to implement the purpose and intent of this Resolution.

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

The Motion to adopt the foregoing Resolution was offered by _____, seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Ken Bernstein	_____
Councilmember Ben Einstein	_____
Councilmember Amy Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 21st day of October, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

Date: 7/30/2014

Golden Beach

Item Description	Unit	Qty	U. Price	Total
1 Mobilization	LS	1.00	6,552.00	6,552.00
2 Testing	LS	1.00	720.00	720.00
3 MOT	LS	1.00	600.00	600.00
4 Demolition, excavation and exploratory work, Removal and Disposal of Unsuitable material	LS	1.00	4,737.60	4,737.60
5 Milling existing asphalt 1" and disposal	LS	1.00	4,200.00	4,200.00
6 Sub-Base (3' Flowable Fill x 37' x 20')	CY	85.00	153.20	13,022.00
7 Manual exc. to expose geogrid to perform overlap	SY	83.00	23.20	1,925.60
8 Limerock Base (8") (20' x 37')	SY	83.00	18.40	1,527.20
9 Asphaltic Concrete Type S-III 1" (2" 2 lifts in reconstruction Area)	SY	1,030.00	11.80	12,154.00
10 Striping, Thermoplastic	LS	1.00	1,440.00	<u>1,440.00</u>
				\$46,878.40

EXCLUSIONS:

- Performance bond.
- Permit fees associated with our work.
- Uniformed Police Officer.
- As-Builts. (Only Red Line information will be provided for water, sewer and drainage)
- Temporary asphalt over trench.
- Temporary fencing (site fencing).
- Project Photos.

GENERAL NOTES:

The quotation provided was based on the project drawing named:
Asphalt Repair Plan, No. 215612220

Based on the depth of the excavation near the existing F curb, Southeastern Engineering is not responsible for possible damage due to sedimentation.

This proposal includes only the items listed above. Any other work that is not specifically listed should not be considered as part of this proposal.

SEC can provide, upon request, prices for other type of work.

12054 N.W. 98th Avenue, Hialeah Gardens, FL 33018 • Phone: (305) 557-4226 • Fax: (305) 557-8568