



TOWN OF GOLDEN BEACH

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

**Official Agenda for the Tuesday, August 20, 2019
Special 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

SWEARING-IN OF PART-TIME OFFICER JOSE ARGUELLES

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 the Town's Code to
Revise Rooftop Activities.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH,
FLORIDA, AMENDING THE TOWN'S CODE OF
ORDINANCES TO REVISE CHAPTER 66, "ZONING," BY
AMENDING SECTION 66-261, "ROOFTOP ACTIVITIES",
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 588.19

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 588.19

L. ORDINANCES - FIRST READING

2. An Ordinance of the Town Council Amending the Town's Code to Adopt A New Chapter 62 Floods.

AN ORDINANCE BY THE TOWN COUNCIL AMENDING THE TOWN OF GOLDEN BEACH CODE OF ORDINANCES TO REPEAL [LAND DEVELOPMENT REGULATIONS CHAPTER 62 FLOODS](#); TO ADOPT A NEW [CHAPTER 62 FLOODS](#); TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Ordinance No. 589.19

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 589.19

M. QUASI JUDICIAL RESOLUTIONS

3. A Resolution of the Town Council Approving A Variance Request for 307 Ocean Boulevard to Permit an Additional Accessory Structure.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 307 OCEAN BLVD., GOLDEN BEACH, FLORIDA 33160 TO PERMIT AN ADDITIONAL ACCESSORY STRUCTURE (PERGOLA) INSTEAD OF ONE ACCESSORY STRUCTURE PERMITTED BY THE TOWN'S CODE.

Exhibit: Agenda Report No. 3
Resolution No. 2621.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2621.19

4. A Resolution of the Town Council Approving A Variance Request for 501 Ocean Boulevard for the First Floor Finish Elevation and the Guest House Separate Structure.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 501 OCEAN BLVD., GOLDEN BEACH, FLORIDA 33160 1). TO PERMIT THE FIRST FLOOR FINISHED ELEVATION TO BE AT 23.5' NGVD, WITH A BUILDING HEIGHT NOT TO EXCEED 51.5' NGVD, INSTEAD OF THE STARTING ELEVATION OF 20.02' AS REQUIRED BY THE CODE. 2). TO PERMIT THE GARAGE/GUEST HOUSE SEPARATE STRUCTURE TO BE MEASURED FROM A FIRST FLOOR SLAB ELEVATION OF +12'4" NGVD + 2 FEET, INSTEAD OF THE SARTING ELEVATION OF 9' CROWN OF THE ROAD + 2 FEET.

Exhibit: Agenda Report No. 4
Resolution No. 2622.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2622.19

N. CONSENT AGENDA

5. Official Minutes of the June 17, 2019 Special Town Council Meeting.

6. A Resolution of the Town Council Approving a Mutual Aid Agreement between the Town and the Town of Surfside.

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

Exhibit: Agenda Report No. 6
Resolution No. 2623.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2623.19

7. A Resolution of the Town Council Authorizing a Joint Project Agreement with FDOT for Turf and Landscape Maintenance.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR

TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2624.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2624.19

8. A Resolution of the Town Council Approving A Mutual Aid Agreement between the Town and the Tallahassee Police Department.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GOLDEN BEACH AND THE CITY OF TALLAHASSEE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2625.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2625.19

9. A Resolution of the Town Council Approving A Memorandum of Understanding between the Town and the Panama City Police Department.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GOLDEN BEACH AND THE CITY OF PANAMA POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2626.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2626.19

10. A Resolution of the Town Council Approving the Renewal Agreements for Dental and Vision Insurance.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, RENEWING THE AGREEMENTS FOR A DENTAL INSURANCE AND A VISION INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2627.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2627.19

11. A Resolution of the Town Council Approving A Waste Disposal Agreement with Wheelabrator South Broward, Inc.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A WASTE DISPOSAL AGREEMENT WITH WHEELABRATOR SOUTH BROWARD, INC.; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 11
Resolution No. 2628.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2628.19

12. A Resolution of the Town Council Rescinding Resolution No. 2611.19.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RESCINDING RESOLUTION NO. 2611.19 WHICH APPROVED A ROOFTOP SETBACK VARIANCE FOR THE PROPERTY AT 587 OCEAN BOULEVARD; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12
Resolution No. 2629.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2629.19

13. A Resolution of the Town Council Approving Amendment #1 to the 2018-2019 Fiscal Year Operating Budget.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2018-2019 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 13
Resolution No. 2630.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2630.19

O. TOWN RESOLUTIONS

14. A Resolution of the Town Council Awarding a Comprehensive Health Insurance Plan for the Employees of the Town.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDED A COMPREHENSIVE HEALTH INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 14
Resolution No. 2631.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2631.19

15. A Resolution of the Town Council Approving A Proposal for the Replacement of the Roof at Town Hall and the Public Works Building.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM PRO-FORM ROOFING CO. FOR RENOVATION OF THE ROOF AND TOWN HALL AND THE PUBLIC WORKS BUILDING; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 15

Resolution No. 2632.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2632.19

16. A Resolution of the Town Council Approving A Proposal for A Picket Ball Court.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM SYLMAX SPORTS FOR A PICKET BALL COURT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 16
Resolution No. 2633.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2633.19

17. A Resolution of the Town Council Approving A Proposal for the Redesign of the Fountains at the Entrance of Town.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM THE TWENTY-TWO GROUP FOR THE REDESIGN OF THE FOUNTAINS AT THE ENTRANCE OF TOWN; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 17
Resolution No. 2634.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2634.19

18. A Resolution of the Town Council Approving a Proposal From Olin Hydrographic Solutions, Inc./Versatile Builders Inc. for Canal Maintenance Dredging.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A

PROPOSAL FROM OLIN HYDROGRAPHIC SOLUTIONS, INC./VERSATILE BUILDERS INC. FOR CANAL MAINTENANCE DREDGING; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 18
Resolution No. 2635.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2635.19

19. A Resolution of the Town Council Ratifying the Maximum Proposed Millage Rate for F/Y 2019-2020.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2019-2020 THAT WAS TRANSMITTED TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 19
Resolution No. 2636.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2636.19

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz:

- Landscape Services on the Weekend

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

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger

Subject: Ordinance No. 588.19 – Amending Code, Division 11,
“Accessory Building”, Section 66-261 – Rooftop Activities

Item Number:

1

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 588.19 as presented.

Background:

When the Town Council enacted an Ordinance allowing for rooftop activities in Zone One, the Ordinance did not differentiate between regular lots and undersized lots. This oversight has caused undersized lots to have diminished capacity of usable space in the area designated for rooftop activities.

This Ordinance provides for a reasonable utilization of the area designated for rooftop activities to undersized lots by applying the ground floor setbacks to the rooftop areas. In doing so, the area of usable space will now afford the homeowners an area that has functionality.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 588.19

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REVISE CHAPTER 66, "ZONING," BY AMENDING SECTION 66-261, "ROOFTOP ACTIVITIES", PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

1 **WHEREAS**, the Town Council periodically studies land development trends
2 and issues and amends the Town's Land Development Regulations accordingly;
3 and

4 **WHEREAS**, on February 20, 2018, the Town Council adopted Ordinance No.
5 577.18, which among other things provided for the useable area of rooftop terraces
6 within Zone One; and

7 **WHEREAS**, the Town has determined that because a substantial number of
8 lots within Zone One [nineteen (19)] are below standard widths, the impact of the
9 regulations severely restricts the usable area of the roof for those lots; and

10 **WHEREAS**, The Town Council wishes to further amend the regulations to
11 allow for the reasonable use of all rooftops within Zone One; and

12 **WHEREAS**, a public meeting was held before the Local Planning Agency
13 (LPA) of the Town to review the proposed modifications to the Town's Land
14 Development Regulations; and

15 **WHEREAS**, the Town Council held duly advertised public meetings to
16 consider the proposed modifications to the Town's Land Development Regulations.

17 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF**
18 **GOLDEN BEACH, FLORIDA:**

19 **Section 1. Recitals Adopted.** That the preceding “Whereas” clauses are
20 ratified and incorporated as a record of the legislative intent of this Ordinance.

21 **Section 2. Code Amended.** That the Town of Golden Beach Code is
22 hereby amended to modify Division 11. “Accessory Buildings,” of Article IV,
23 “Supplemental District Regulations,” of Chapter 66, “Zoning” as follows¹:

24 **CHAPTER 66 ZONING**

25 * * *

26 **ARTICLE IV. SUPPLEMENTAL DISTRICT REGULATIONS**

27 * * *

28 **DIVISION 11. ACCESSORY BUILDINGS AND USES**

29 * * *
30 * * *

31 **Sec. 66-261. – Rooftop activities.**

32
33 (a) Except as specified below in this Section, the use of the roof of a
34 residential structure for passive leisure activities, including, but not limited
35 to, entertainment and other leisure and recreational activities, is
36 prohibited.

37
38 (b) Within Zone One, the roof of the highest roofed structure may be used for
39 passive leisure activities, including entertainment and other passive
40 recreational / leisure uses subject to the following limitations:

41 (1) The lot must be at least 7,500 square feet in area.

42
43 (2) The usable area of the roof must be set back a minimum of ten
44 feet (10') from the edge of the roof in all directions except from the rear
45 (ocean front), where no setback is required; –however, for lots of less
46 than sixty four (64) feet in width, the useable area may be reduced to
47 seven and one half feet (7' 6”) from the edge of the roof in all directions
48 except the rear (ocean front), where no setback is required.
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¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~.

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- (3) The rooftop 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. Outdoor furniture such as chairs, sofas, and tables, and pots and planters are permitted. Additionally, within the approval of the Building Regulation Advisory Board, a hot tub/spa may be placed on the rooftop.
- (4) No amplified or live music shall be permitted on the roof.
- (5) An elevator and any covered elevator vestibule serving the rooftop shall be limited to an area of no more than 110 square feet. Any elevator and any covered elevator vestibule, if permitted, shall be placed near the center of the rooftop, but not less than 7.5 feet from the edge of the roof on lots less than 75 feet in width, or less than 10 feet from the edge of the roof on lots 75 feet or more in width.
- (6) Staircases may extend from lower floors or the ground level to the rooftop, but must comply with the setback and yard projection provisions set forth in Sec. 66-141(b). Safety railings up to 48 inches in height for staircases are allowed, provided they meet the above setback and yard projections. Once at the rooftop railings must terminate at or connect directly to any railings surrounding the usable passive leisure activity area set forth in subsection (2) above. Any portion of a staircase railing constructed above the rooftop shall be designed with an open appearance (no walls).

* * *

Section 3. Code Amended. That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4. Codification. That it is the intention of the Town Council of Golden Beach, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Golden Beach Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish

86 such intentions, and that the word "Ordinance" shall be changed to "Section" or other
87 appropriate word.

88 **Section 5. Repealer.** That all Ordinances, parts of Ordinances,
89 Resolutions or parts of Resolutions in conflict herewith be and the same are hereby
90 repealed to the extent of such conflict.

91 **Section 6. Effective Date.** That this Ordinance shall be in full force and
92 take effect immediately upon its passage and adoption.

93

94 The Motion to adopt the foregoing Ordinance was offered by
95 Councilmember Lusskin, seconded by Vice Mayor Bernstein, and on roll call the

96	Mayor Glenn Singer	<u>Aye</u>
97	Vice-Mayor Kenneth Bernstein	<u>Aye</u>
98	Councilmember Judy Lusskin	<u>Aye</u>
99	Councilmember Jaime Mendal	<u>Absent</u>
100	Councilmember Bernard Einstein	<u>Aye</u>

101

102

103 **PASSED AND ADOPTED** on first reading this 17th day of June, 2019.

104

105 The Motion to adopt the foregoing Ordinance was offered by _____,

106 seconded by _____, and on roll call the following vote ensued:

107	Mayor Glenn Singer	_____
108	Vice-Mayor Kenneth Bernstein	_____
109	Councilmember Judy Lusskin	_____
110	Councilmember Jaime Mendal	_____
111	Councilmember Bernard Einstein	_____

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114 **PASSED AND ADOPTED** on second reading this 20th day of August, 2019.

115

116 ATTEST:

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121 _____
LISSETTE PEREZ

122 TOWN CLERK

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125 APPROVED AS TO FORM

126 AND LEGAL SUFFICIENCY:

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130 _____
STEPHEN J. HELFMAN

131 TOWN ATTORNEY

MAYOR GLENN SINGER



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B.*
Town Manger

Subject: Ordinance No. 589.19 – Amending Code, Chapter 62 Floods to
Adopt Procedures and Criteria for Flood Hazard Areas

Item Number:

2

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 589.19 as presented.

Background:

The Florida Department of Emergency Management, State Floodplain Manager is requiring that all Municipalities adopt a model FEMA approved, Florida Building Code-coordinated tailored Flood Ordinance for our community to streamline the process for Floodplain Management.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 589.19

AN ORDINANCE BY THE TOWN COUNCIL AMENDING THE TOWN OF GOLDEN BEACH CODE OF ORDINANCES TO REPEAL **LAND DEVELOPMENT REGULATIONS CHAPTER 62 FLOODS**; TO ADOPT A NEW **CHAPTER 62 FLOODS**; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

1 **WHEREAS**, the Legislature of the State of Florida has, in **Chapter 166**,
2 Florida Statutes, conferred upon local governments the authority to adopt
3 regulations designed to promote the public health, safety, and general welfare of its
4 citizenry; and

5 **WHEREAS**, the Federal Emergency Management Agency has identified
6 special flood hazard areas within the boundaries of the Town of Golden Beach and
7 such areas may be subject to periodic inundation which may result in loss of life and
8 property, health and safety hazards, disruption of commerce and governmental
9 services, extraordinary public expenditures for flood protection and relief, and
10 impairment of the tax base, all of which adversely affect the public health, safety
11 and general welfare, and

12 **WHEREAS**, the Town of Golden Beach was accepted for participation in the
13 National Flood Insurance Program on September 29, 1972 and the Town Council
14 desires to continue to meet the requirements of Title 44 Code of Federal
15 Regulations, Sections 59 and 60, necessary for such participation; and

16 **WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida

17 Legislature to provide a mechanism for the uniform adoption, updating, amendment,
18 interpretation and enforcement of a state building code, called the *Florida Building*
19 *Code*; and

20 **WHEREAS**, the Town Council previously adopted requirements to: (1) limit
21 partitioning of enclosed areas below elevated buildings and to limit access to
22 enclosed areas; (2) require buildings that sustain repetitive damage over a 10-year
23 period to be included in the definition of “substantial damage”; and (3) to specify
24 required certifications, prior to July 1, 2010; and, pursuant to Chapter 8 Article III of
25 the Miami-Dade County Code and section 553.73(5), F. S., is formatting that
26 requirement to coordinate with the Florida Building Code;

27 **WHEREAS**, the Town Council has determined that it is in the public interest
28 to adopt the proposed floodplain management regulations that are coordinated with
29 the *Florida Building Code*.

30 **NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of
31 Golden Beach that the following floodplain management regulations are hereby
32 adopted.

33 **SECTION 1. RECITALS.** The foregoing whereas clauses are incorporated
34 herein by reference and made a part hereof.

35 **SECTION 2. Code Amended.** This ordinance specifically repeals and
36 replaces the following ordinance(s) and regulation(s): **Chapter 62 Floods.**

37 **ARTICLE I ADMINISTRATION**

38 **SECTION 62-1 GENERAL**

39 **(a) Title.** These regulations shall be known as the *Floodplain Management*

40 Ordinance of the Town of Golden Beach, hereinafter referred to as “this ordinance.”

41 **(b) Scope.** The provisions of this ordinance shall apply to all development
42 that is wholly within or partially within any flood hazard area, including but not limited to
43 the subdivision of land; filling, grading, and other site improvements and utility
44 installations; construction, alteration, remodeling, enlargement, improvement,
45 replacement, repair, relocation or demolition of buildings, structures, and facilities that
46 are exempt from the *Florida Building Code*; installation or replacement of tanks;
47 placement of recreational vehicles; installation of swimming pools; and any other
48 development.

49 **(c) Intent.** The purposes of this ordinance and the flood load and flood
50 resistant construction requirements of the *Florida Building Code* are to establish
51 minimum requirements to safeguard the public health, safety, and general welfare
52 and to minimize public and private losses due to flooding through regulation of
53 development in flood hazard areas to:

54 (1) Minimize unnecessary disruption of commerce, access and public
55 service during times of flooding;

56 (2) Require the use of appropriate construction practices in order to
57 prevent or minimize future flood damage;

58 (3) Manage filling, grading, dredging, mining, paving, excavation, drilling
59 operations, storage of equipment or materials, and other development which may
60 increase flood damage or erosion potential;

61 (4) Manage the alteration of flood hazard areas, watercourses, and
62 shorelines to minimize the impact of development on the natural and beneficial

63 functions of the floodplain;

64 (5) Minimize damage to public and private facilities and utilities;

65 (6) Help maintain a stable tax base by providing for the sound use and
66 development of flood hazard areas;

67 (7) Minimize the need for future expenditure of public funds for flood
68 control projects and response to and recovery from flood events; and

69 (8) Meet the requirements of the National Flood Insurance Program for
70 community participation as set forth in Title 44 Code of Federal Regulations, Section
71 59.22.

72 **(d) Coordination with the *Florida Building Code*.** This ordinance is
73 intended to be administered and enforced in conjunction with the *Florida Building*
74 *Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced
75 by the *Florida Building Code*.

76 **(e) Warning.** The degree of flood protection required by this ordinance and the
77 *Florida Building Code*, as amended by this community, is considered the minimum
78 reasonable for regulatory purposes and is based on scientific and engineering
79 considerations. Larger floods can and will occur. Flood heights may be increased by
80 man-made or natural causes. This ordinance does not imply that land outside of
81 mapped special flood hazard areas, or that uses permitted within such flood hazard
82 areas, will be free from flooding or flood damage. The flood hazard areas and base
83 flood elevations contained in the Flood Insurance Study and shown on Flood Insurance
84 Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections
85 59 and 60 may be revised by the Federal Emergency Management Agency, requiring

86 this community to revise these regulations to remain eligible for participation in the
87 National Flood Insurance Program. No guaranty of vested use, existing use, or
88 future use is implied or expressed by compliance with this ordinance.

89 **(f) Disclaimer of Liability.** This ordinance shall not create liability on the
90 part of the Town Council of the Town of Golden Beach or by any officer or employee
91 thereof for any flood damage that results from reliance on this ordinance or any
92 administrative decision lawfully made thereunder.

93 **SECTION 62-2 APPLICABILITY**

94 **(a) General.** Where there is a conflict between a general requirement and a
95 specific requirement, the specific requirement shall be applicable.

96

97 **(b) Areas to which this ordinance applies.** This ordinance shall apply to
98 all flood hazard areas within the Town of Golden Beach, as established in Section
99 62-2(c) of this ordinance.

100 **(c) Basis for establishing flood hazard areas.** The Flood Insurance Study
101 for **Miami-Dade County, Florida and Incorporated Areas** dated **September 11,**
102 **2009**, and all subsequent amendments and revisions, and the accompanying Flood
103 Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to
104 such maps, are adopted by reference as a part of this ordinance and shall serve as
105 the minimum basis for establishing flood hazard areas. Studies and maps that
106 establish flood hazard areas are on file at the **Town Hall, 1 Golden Beach Drive.**

107 **(d) Submission of additional data to establish flood hazard areas.** To
108 establish flood hazard areas and base flood elevations, pursuant to Section 62-5 of

109 this ordinance the Floodplain Administrator may require submission of additional
110 data. Where field surveyed topography prepared by a Florida licensed professional
111 surveyor or digital topography accepted by the community indicates that ground
112 elevations:

113 (1) Are below the closest applicable base flood elevation, even in areas
114 not delineated as a special flood hazard area on a FIRM, the area shall be
115 considered as flood hazard area and subject to the requirements of this ordinance
116 and, as applicable, the requirements of the *Florida Building Code*.

117 (2) Are above the closest applicable base flood elevation, the area shall
118 be regulated as special flood hazard area unless the applicant obtains a Letter of
119 Map Change that removes the area from the special flood hazard area.

120 **(e) Other laws.** The provisions of this ordinance shall not be deemed to
121 nullify any provisions of local, state or federal law.

122 **(f) Abrogation and greater restrictions.** This ordinance supersedes any
123 ordinance in effect for management of development in flood hazard areas. However,
124 it is not intended to repeal or abrogate any existing ordinances including but not
125 limited to land development regulations, zoning ordinances, stormwater
126 management regulations, or the *Florida Building Code*. In the event of a conflict
127 between this ordinance and any other ordinance, the more restrictive shall govern.
128 This ordinance shall not impair any deed restriction, covenant or easement, but any
129 land that is subject to such interests shall also be governed by this ordinance.

130 **(g) Interpretation.** In the interpretation and application of this ordinance, all
131 provisions shall be:

- 132 (1) Considered as minimum requirements;
133 (2) Liberally construed in favor of the governing body; and
134 (3) Deemed neither to limit nor repeal any other powers granted under
135 state statutes.

136 **SECTION 62-3 DUTIES AND POWERS OF THE FLOODPLAIN**
137 **ADMINISTRATOR**

138 **(a) Designation.** The **Building Official** is designated as the Floodplain
139 Administrator. The Floodplain Administrator may delegate performance of certain
140 duties to other employees.

141 **(b) General.** The Floodplain Administrator is authorized and directed to
142 administer and enforce the provisions of this ordinance. The Floodplain
143 Administrator shall have the authority to render interpretations of this ordinance
144 consistent with the intent and purpose of this ordinance and may establish policies
145 and procedures in order to clarify the application of its provisions. Such
146 interpretations, policies, and procedures shall not have the effect of waiving
147 requirements specifically provided in this ordinance without the granting of a
148 variance pursuant to Section 62-7 of this ordinance.

149 **(c) Applications and permits.** The Floodplain Administrator, in coordination
150 with other pertinent offices of the community, shall:

- 151 (1) Review applications and plans to determine whether proposed new
152 development will be located in flood hazard areas;
153 (2) Review applications for modification of any existing development in
154 flood hazard areas for compliance with the requirements of this ordinance;

155 (3) Interpret flood hazard area boundaries where such interpretation is
156 necessary to determine the exact location of boundaries; a person contesting the
157 determination shall have the opportunity to appeal the interpretation;

158 (4) Provide available flood elevation and flood hazard information;

159 (5) Determine whether additional flood hazard data shall be obtained from
160 other sources or shall be developed by an applicant;

161 (6) Review applications to determine whether proposed development will
162 be reasonably safe from flooding;

163 (7) Issue floodplain development permits or approvals for development
164 other than buildings and structures that are subject to the *Florida Building Code*,
165 including buildings, structures and facilities exempt from the *Florida Building Code*,
166 when compliance with this ordinance is demonstrated, or disapprove the same in
167 the event of noncompliance; and

168 (8) Coordinate with and provide comments to the Building Official to
169 assure that applications, plan reviews, and inspections for buildings and structures
170 in flood hazard areas comply with the applicable provisions of this ordinance.

171 **(d) Substantial improvement and substantial damage determinations.**

172 For applications for building permits to improve buildings and structures, including
173 alterations, movement, enlargement, replacement, repair, change of occupancy,
174 additions, rehabilitations, renovations, substantial improvements, repairs of
175 substantial damage, and any other improvement of or work on such buildings and
176 structures, the Floodplain Administrator, in coordination with the Building Official,
177 shall:

178 (1) Estimate the market value, or require the applicant to obtain an
179 appraisal of the market value prepared by a qualified independent appraiser, of the
180 building or structure before the start of construction of the proposed work; in the
181 case of repair, the market value of the building or structure shall be the market value
182 before the damage occurred and before any repairs are made;

183 (2) Compare the cost to perform the improvement, the cost to repair a
184 damaged building to its pre-damaged condition, or the combined costs of
185 improvements and repairs, if applicable, to the market value of the building or
186 structure;

187 (3) Determine and document whether the proposed work constitutes
188 substantial improvement or repair of substantial damage; for proposed work to
189 repair damage caused by flooding, the determination requires evaluation of previous
190 permits issued to repair flood-related damage as specified in the definition of
191 “substantial damage”; and

192 (4) Notify the applicant if it is determined that the work constitutes
193 substantial improvement or repair of substantial damage and that compliance with
194 the flood resistant construction requirements of the *Florida Building Code* and this
195 ordinance is required.

196 **(e) Modifications of the strict application of the requirements of the**
197 ***Florida Building Code***. The Floodplain Administrator shall review requests
198 submitted to the Building Official that seek approval to modify the strict application
199 of the flood load and flood resistant construction requirements of the *Florida Building*

200 Code to determine whether such requests require the granting of a variance
201 pursuant to Section 62-7 of this ordinance.

202 **(f) Notices and orders.** The Floodplain Administrator shall coordinate with
203 appropriate local agencies for the issuance of all necessary notices or orders to
204 ensure compliance with this ordinance.

205 **(g) Inspections.** The Floodplain Administrator shall make the required
206 inspections as specified in Section 62-6 of this ordinance for development that is
207 not subject to the *Florida Building Code*, including buildings, structures and facilities
208 exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect
209 flood hazard areas to determine if development is undertaken without issuance of a
210 permit.

211 **(h) Other duties of the Floodplain Administrator.** The Floodplain
212 Administrator shall have other duties, including but not limited to:

213 (1) Establish, in coordination with the Building Official, procedures for
214 administering and documenting determinations of substantial improvement and
215 substantial damage made pursuant to Section 62-3(d) of this ordinance;

216 (2) Require applicants who submit hydrologic and hydraulic engineering
217 analyses to support permit applications to submit to FEMA the data and information
218 necessary to maintain the Flood Insurance Rate Maps if the analyses propose to
219 change base flood elevations, or flood hazard area boundaries; such submissions
220 shall be made within 6 months of such data becoming available;

221 (3) Review required design certifications and documentation of elevations
222 specified by this ordinance and the *Florida Building Code* to determine that such

223 certifications and documentations are complete;

224 (4) Notify the Federal Emergency Management Agency when the
225 corporate boundaries of Town of Golden Beach are modified; and

226 (5) Advise applicants for new buildings and structures, including
227 substantial improvements, that are located in any unit of the Coastal Barrier
228 Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-
229 348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal
230 flood insurance is not available on such construction; areas subject to this limitation
231 are identified on Flood Insurance Rate Maps as “Coastal Barrier Resource System
232 Areas” and “Otherwise Protected Areas.”

233 **(i) Floodplain management records.** Regardless of any limitation on the
234 period required for retention of public records, the Floodplain Administrator shall
235 maintain and permanently keep and make available for public inspection all records
236 that are necessary for the administration of this ordinance and the flood resistant
237 construction requirements of the *Florida Building Code*, including Flood Insurance
238 Rate Maps; Letters of Map Change; records of issuance of permits and denial of
239 permits; determinations of whether proposed work constitutes substantial
240 improvement or repair of substantial damage; required design certifications and
241 documentation of elevations specified by the *Florida Building Code* and this
242 ordinance; documentation related to appeals and variances, including justification
243 for issuance or denial; and records of enforcement actions taken pursuant to this
244 ordinance and the flood resistant construction requirements of the *Florida Building*
245 *Code*. These records shall be available for public inspection at **Town Hall, 1**

246 **Golden Beach Drive.**

247 **SECTION 62-4 PERMITS**

248 **(a) Permits required.** Any owner or owner's authorized agent (hereinafter
249 "applicant") who intends to undertake any development activity within the scope of
250 this ordinance, including buildings, structures and facilities exempt from the *Florida*
251 *Building Code*, which is wholly within or partially within any flood hazard area shall first
252 make application to the Floodplain Administrator, and the Building Official if
253 applicable, and shall obtain the required permit(s) and approval(s). No such permit
254 or approval shall be issued until compliance with the requirements of this ordinance
255 and all other applicable codes and regulations has been satisfied.

256 **(b) Floodplain development permits or approvals.** Floodplain development
257 permits or approvals shall be issued pursuant to this ordinance for any development
258 activities not subject to the requirements of the *Florida Building Code*, including
259 buildings, structures and facilities exempt from the *Florida Building Code*.
260 Depending on the nature and extent of proposed development that includes a building
261 or structure, the Floodplain Administrator may determine that a floodplain development
262 permit or approval is required in addition to a building permit.

263 **(c) Buildings, structures and facilities exempt from the *Florida Building***
264 **Code.** Pursuant to the requirements of federal regulation for participation in the
265 National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain
266 development permits or approvals shall be required for the following buildings,
267 structures and facilities that are exempt from the *Florida Building Code* and any

268 further exemptions provided by law, which are subject to the requirements of this
269 ordinance:

270 (1) Railroads and ancillary facilities associated with the railroad.

271 (2) Nonresidential farm buildings on farms, as provided in section 604.50,
272 F.S.

273 (3) Temporary buildings or sheds used exclusively for construction
274 purposes.

275 (4) Mobile or modular structures used as temporary offices.

276 (5) Those structures or facilities of electric utilities, as defined in section
277 366.02, F.S., which are directly involved in the generation, transmission, or
278 distribution of electricity.

279 (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or
280 the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means
281 an open-sided wooden hut that has a thatched roof of palm or palmetto or other
282 traditional materials, and that does not incorporate any electrical, plumbing, or other
283 non-wood features.

284 (7) Family mausoleums not exceeding 250 square feet in area which are
285 prefabricated and assembled on site or preassembled and delivered on site and
286 have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

287 (8) Temporary housing provided by the Department of Corrections to any
288 prisoner in the state correctional system.

289 (9) Structures identified in section 553.73(10)(k), F.S., are not exempt
290 from the *Florida Building Code* if such structures are located in flood hazard areas

291 established on Flood Insurance Rate Maps

292 **(d) Application for a permit or approval.** To obtain a floodplain
293 development permit or approval the applicant shall first file an application in writing
294 on a form furnished by the community. The information provided shall:

295 (1) Identify and describe the development to be covered by the permit or
296 approval.

297 (2) Describe the land on which the proposed development is to be
298 conducted by legal description, street address or similar description that will readily
299 identify and definitively locate the site.

300 (3) Indicate the use and occupancy for which the proposed development
301 is intended.

302 (4) Be accompanied by a site plan or construction documents as specified
303 in Section 62-5 of this ordinance.

304 (5) State the valuation of the proposed work.

305 (6) Be signed by the applicant or the applicant's authorized agent.

306 (7) Give such other data and information as required by the Floodplain
307 Administrator.

308 **(e) Validity of permit or approval.** The issuance of a floodplain development
309 permit or approval pursuant to this ordinance shall not be construed to be a permit
310 for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any
311 other ordinance of this community. The issuance of permits based on submitted
312 applications, construction documents, and information shall not prevent the
313 Floodplain Administrator from requiring the correction of errors and omissions.

314 **(f) Expiration.** A floodplain development permit or approval shall become
315 invalid unless the work authorized by such permit is commenced within 180 days
316 after its issuance, or if the work authorized is suspended or abandoned for a period
317 of 180 days after the work commences. Extensions for periods of not more than 180
318 days each shall be requested in writing and justifiable cause shall be demonstrated.

319 **(g) Suspension or revocation.** The Floodplain Administrator is authorized
320 to suspend or revoke a floodplain development permit or approval if the permit was
321 issued in error, on the basis of incorrect, inaccurate or incomplete information, or in
322 violation of this ordinance or any other ordinance, regulation or requirement of this
323 community.

324 **(h) Other permits required.** Floodplain development permits and building
325 permits shall include a condition that all other applicable state or federal permits be
326 obtained before commencement of the permitted development, including but not
327 limited to the following:

- 328 (1) The **South Florida** Water Management District; section 373.036, F.S.
- 329 (2) Florida Department of Health for onsite sewage treatment and
330 disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- 331 (3) Florida Department of Environmental Protection for construction,
332 reconstruction, changes, or physical activities for shore protection or other activities
333 seaward of the coastal construction control line; section 161.041, F.S.
- 334 (4) Florida Department of Environmental Protection for activities subject
335 to the Joint Coastal Permit; section 161.055, F.S.
- 336 (5) Florida Department of Environmental Protection for activities that

337 affect wetlands and alter surface water flows, in conjunction with the U.S. Army
338 Corps of Engineers; Section 404 of the Clean Water Act.

339 (6) Federal permits and approvals.

340 **SECTION 62-5 SITE PLANS AND CONSTRUCTION DOCUMENTS**

341 **(a) Information for development in flood hazard areas.** The site plan or
342 construction documents for any development subject to the requirements of this
343 ordinance shall be drawn to scale and shall include, as applicable to the proposed
344 development:

345 (1) Delineation of flood hazard areas, flood zone(s), base flood
346 elevation(s), and ground elevations if necessary for review of the proposed
347 development.

348 (2) Where base flood elevations are not included on the FIRM or in the
349 Flood Insurance Study, they shall be established in accordance with Section 62-
350 5(b)(2) or (3) of this ordinance.

351 (3) Where the parcel on which the proposed development will take place
352 will have more than 50 lots or is larger than 5 acres and the base flood elevations
353 are not included on the FIRM or in the Flood Insurance Study, such elevations shall
354 be established in accordance with Section 62-5(b)(1) of this ordinance.

355 (4) Location of the proposed activity and proposed structures, and
356 locations of existing buildings and structures; in coastal high hazard areas, new
357 buildings shall be located landward of the reach of mean high tide.

358 (5) Location, extent, amount, and proposed final grades of any filling,
359 grading, or excavation.

360 (6) Where the placement of fill is proposed, the amount, type, and source
361 of fill material; compaction specifications; a description of the intended purpose of
362 the fill areas; and evidence that the proposed fill areas are the minimum necessary
363 to achieve the intended purpose.

364 (7) Delineation of the Coastal Construction Control Line or notation that
365 the site is seaward of the coastal construction control line, if applicable.

366 (8) Extent of any proposed alteration of sand dunes or mangrove stands,
367 provided such alteration is approved by the Florida Department of Environmental
368 Protection.

369 The Floodplain Administrator is authorized to waive the submission of site
370 plans, construction documents, and other data that are required by this ordinance
371 but that are not required to be prepared by a registered design professional if it is
372 found that the nature of the proposed development is such that the review of such
373 submissions is not necessary to ascertain compliance with this ordinance.

374 **(b) Information in flood hazard areas without base flood elevations**
375 **(approximate Zone A).** Where flood hazard areas are delineated on the FIRM and
376 base flood elevation data have not been provided, the Floodplain Administrator
377 shall:

378 (1) Require the applicant to include base flood elevation data prepared in
379 accordance with currently accepted engineering practices.

380 (2) Obtain, review, and provide to applicants base flood elevation
381 available from a federal or state agency or other source or require the applicant to
382 obtain and use base flood elevation and floodway data available from a federal or

383 state agency or other source.

384 (3) Where base flood elevation are not available from another source,
385 where the available data are deemed by the Floodplain Administrator to not
386 reasonably reflect flooding conditions, or where the available data are known to be
387 scientifically or technically incorrect or otherwise inadequate:

388 (a) Require the applicant to include base flood elevation data
389 prepared in accordance with currently accepted engineering practices; or

390 (b) Specify that the base flood elevation is two (2) feet above the
391 highest adjacent grade at the location of the development, provided there is no
392 evidence indicating flood depths have been or may be greater than two (2) feet.

393 (4) Where the base flood elevation data are to be used to support a Letter
394 of Map Change from FEMA, advise the applicant that the analyses shall be prepared
395 by a Florida licensed engineer in a format required by FEMA, and that it shall be the
396 responsibility of the applicant to satisfy the submittal requirements and pay the
397 processing fees.

398 **(c) Additional analyses and certifications.** As applicable to the location
399 and nature of the proposed development activity, and in addition to the requirements
400 of this section, the applicant shall have the following analyses signed and sealed by
401 a Florida licensed engineer for submission with the site plan and construction
402 documents:

403 (1) For activities that propose to alter sand dunes or mangrove stands in
404 coastal high hazard areas (Zone V), an engineering analysis that demonstrates that
405 the proposed alteration will not increase the potential for flood damage.

406 **(d) Submission of additional data.** When additional hydrologic, hydraulic
407 or other engineering data, studies, and additional analyses are submitted to support
408 an application, the applicant has the right to seek a Letter of Map Change from
409 FEMA to change the base flood elevations, or change boundaries of flood hazard
410 areas shown on FIRMs, and to submit such data to FEMA for such purposes. The
411 analyses shall be prepared by a Florida licensed engineer in a format required by
412 FEMA. Submittal requirements and processing fees shall be the responsibility of the
413 applicant.

414 **SECTION 62-6 INSPECTIONS**

415 **(a) General.** Development for which a floodplain development permit or
416 approval is required shall be subject to inspection.

417 **(b) Development other than buildings and structures.** The Floodplain
418 Administrator shall inspect all development to determine compliance with the
419 requirements of this ordinance and the conditions of issued floodplain development
420 permits or approvals.

421 **(c) Buildings, structures and facilities exempt from the *Florida Building***
422 ***Code.*** The Floodplain Administrator shall inspect buildings, structures and facilities
423 exempt from the *Florida Building Code* to determine compliance with the
424 requirements of this ordinance and the conditions of issued floodplain development
425 permits or approvals.

426 **(d) Buildings, structures and facilities exempt from the *Florida Building***
427 ***Code, lowest floor inspection.*** Upon placement of the lowest floor, including
428 basement, and prior to further vertical construction, the owner of a building, structure

429 or facility exempt from the *Florida Building Code*, or the owner's authorized agent,
430 shall submit to the Floodplain Administrator:

431 (1) If a design flood elevation was used to determine the required
432 elevation of the lowest floor, the certification of elevation of the lowest floor prepared
433 and sealed by a Florida licensed professional surveyor; or

434 (2) If the elevation used to determine the required elevation of the lowest
435 floor was determined in accordance with Section 62-5(b)(3)(b) of this ordinance, the
436 documentation of height of the lowest floor above highest adjacent grade, prepared
437 by the owner or the owner's authorized agent.

438 **(e) Buildings, structures and facilities exempt from the *Florida Building***
439 ***Code, final inspection.*** As part of the final inspection, the owner or owner's
440 authorized agent shall submit to the Floodplain Administrator a final certification of
441 elevation of the lowest floor or final documentation of the height of the lowest floor
442 above the highest adjacent grade; such certifications and documentations shall be
443 prepared as specified in Section 62-6(d) of this ordinance.

444 **SECTION 62-7 VARIANCES AND APPEALS**

445 **(a) General.** The Town Council shall hear and decide on requests for appeals
446 and requests for variances from the strict application of this ordinance. Pursuant to
447 section 553.73(5), F.S., the Town Council shall hear and decide on requests for
448 appeals and requests for variances from the strict application of the flood resistant
449 construction requirements of the *Florida Building Code*. This section does not apply
450 to Section 3109 of the *Florida Building Code, Building*.

451 **(b) Appeals.** The Town Council shall hear and decide appeals when it is
452 alleged there is an error in any requirement, decision, or determination made by the
453 Floodplain Administrator in the administration and enforcement of this ordinance.
454 Any person aggrieved by the decision may appeal such decision to the Circuit Court,
455 as provided by Florida Statutes.

456 **(c) Limitations on authority to grant variances.** The Town Council shall
457 base its decisions on variances on technical justifications submitted by applicants,
458 the considerations for issuance in Section 62-7(f) of this ordinance, the conditions
459 of issuance set forth in Section 62-7(g) of this ordinance, and the comments and
460 recommendations of the Floodplain Administrator and the Building Official. The
461 Town Council } has the right to attach such conditions as it deems necessary to
462 further the purposes and objectives of this ordinance.

463 **(d) Historic buildings.** A variance is authorized to be issued for the repair,
464 improvement, or rehabilitation of a historic building that is determined eligible for the
465 exception to the flood resistant construction requirements of the *Florida Building*
466 *Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that
467 the proposed repair, improvement, or rehabilitation will not preclude the building's
468 continued designation as a historic building and the variance is the minimum
469 necessary to preserve the historic character and design of the building. If the
470 proposed work precludes the building's continued designation as a historic building,
471 a variance shall not be granted and the building and any repair, improvement, and
472 rehabilitation shall be subject to the requirements of the *Florida Building Code*.

473 **(e) Functionally dependent uses.** A variance is authorized to be issued for

474 the construction or substantial improvement necessary for the conduct of a
475 functionally dependent use, as defined in this ordinance, is the minimum necessary
476 considering the flood hazard, and all due consideration has been given to use of
477 methods and materials that minimize flood damage during occurrence of the base
478 flood.

479 **(f) Considerations for issuance of variances.** In reviewing requests for
480 variances, the Town Council shall consider all technical evaluations, all relevant
481 factors, all other applicable provisions of the *Florida Building Code*, this ordinance,
482 and the following:

483 (1) The danger that materials and debris may be swept onto other lands
484 resulting in further injury or damage;

485 (2) The danger to life and property due to flooding or erosion damage;

486 (3) The susceptibility of the proposed development, including contents, to
487 flood damage and the effect of such damage on current and future owners;

488 (4) The importance of the services provided by the proposed
489 development to the community;

490 (5) The availability of alternate locations for the proposed development
491 that are subject to lower risk of flooding or erosion;

492 (6) The compatibility of the proposed development with existing and
493 anticipated development;

494 (7) The relationship of the proposed development to the comprehensive
495 plan and floodplain management program for the area;

496 (8) The safety of access to the property in times of flooding for ordinary

497 and emergency vehicles;

498 (9) The expected heights, velocity, duration, rate of rise and debris and
499 sediment transport of the floodwaters and the effects of wave action, if applicable,
500 expected at the site; and

501 (10) The costs of providing governmental services during and after flood
502 conditions including maintenance and repair of public utilities and facilities such as
503 sewer, gas, electrical and water systems, streets and bridges.

504 **(g) Conditions for issuance of variances.** Variances shall be issued only
505 upon:

506 (1) Submission by the applicant, of a showing of good and sufficient cause
507 that the unique characteristics of the size, configuration, or topography of the site
508 limit compliance with any provision of this ordinance or the required elevation
509 standards;

510 (2) Determination by the Town Council that:

511 (a) Failure to grant the variance would result in exceptional hardship due
512 to the physical characteristics of the land that render the lot undevelopable;
513 increased costs to satisfy the requirements or inconvenience do not constitute
514 hardship;

515 (b) The granting of a variance will not result in increased flood heights,
516 additional threats to public safety, extraordinary public expense, nor create
517 nuisances, cause fraud on or victimization of the public or conflict with existing local
518 laws and ordinances; and

519 (c) The variance is the minimum necessary, considering the flood

520 hazard, to afford relief;

521 (3) Receipt of a signed statement by the applicant that the variance, if
522 granted, shall be recorded in the Office of the Clerk of the Court in such a manner
523 that it appears in the chain of title of the affected parcel of land; and

524 (4) If the request is for a variance to allow construction of the lowest floor
525 of a new building, or substantial improvement of a building, below the required
526 elevation, a copy in the record of a written notice from the Floodplain Administrator
527 to the applicant for the variance, specifying the difference between the base flood
528 elevation and the proposed elevation of the lowest floor, stating that the cost of
529 federal flood insurance will be commensurate with the increased risk resulting from
530 the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance
531 coverage), and stating that construction below the base flood elevation increases
532 risks to life and property.

533 **SECTION 62-8 VIOLATIONS**

534 **(a) Violations.** Any development that is not within the scope of the *Florida*
535 *Building Code* but that is regulated by this ordinance that is performed without an
536 issued permit, that is in conflict with an issued permit, or that does not fully comply
537 with this ordinance, shall be deemed a violation of this ordinance. A building or
538 structure without the documentation of elevation of the lowest floor, other required
539 design certifications, or other evidence of compliance required by this ordinance or
540 the *Florida Building Code* is presumed to be a violation until such time as that
541 documentation is provided.

542 **(b) Authority.** For development that is not within the scope of the *Florida*
543 *Building Code* but that is regulated by this ordinance and that is determined to be a
544 violation, the Floodplain Administrator is authorized to serve notices of violation or
545 stop work orders to owners of the property involved, to the owner’s agent, or to the
546 person or persons performing the work.

547 **(c) Unlawful continuance.** Any person who shall continue any work after
548 having been served with a notice of violation or a stop work order, except such work
549 as that person is directed to perform to remove or remedy a violation or unsafe
550 condition, shall be subject to penalties as prescribed by law.

551 **ARTICLE II DEFINITIONS**

552 **SECTION 62-9 GENERAL**

553 **(a) Scope.** Unless otherwise expressly stated, the following words and terms
554 shall, for the purposes of this ordinance, have the meanings shown in this section.

555 **(b) Terms defined in the *Florida Building Code*.** Where terms are not
556 defined in this ordinance and are defined in the *Florida Building Code*, such terms
557 shall have the meanings ascribed to them in that code.

558 **(c) Terms not defined.** Where terms are not defined in this ordinance or the
559 *Florida Building Code*, such terms shall have ordinarily accepted meanings such as
560 the context implies.

561 **SECTION 62-10 DEFINITIONS**

562 **Appeal.** A request for a review of the Floodplain Administrator’s
563 interpretation of any provision of this ordinance.

564 **ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is

565 referenced by the *Florida Building Code*. ASCE 24 is developed and published by
566 the American Society of Civil Engineers, Reston, VA.

567 **Base flood.** A flood having a 1-percent chance of being equaled or
568 exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood
569 is commonly referred to as the "100-year flood" or the "1-percent-annual chance
570 flood."

571 **Base flood elevation.** The elevation of the base flood, including wave height,
572 relative to the National Geodetic Vertical Datum (NGVD), North American Vertical
573 Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).
574 [Also defined in FBC, B, Section 202.]

575 **Basement.** The portion of a building having its floor subgrade (below ground
576 level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood
577 loads)".]

578 **Coastal construction control line.** The line established by the State of
579 Florida pursuant to section 161.053, F.S., and recorded in the official records of the
580 community, which defines that portion of the beach-dune system subject to severe
581 fluctuations based on a 100-year storm surge, storm waves or other predictable
582 weather conditions.

583 **Coastal high hazard area.** A special flood hazard area extending from
584 offshore to the inland limit of a primary frontal dune along an open coast and any
585 other area subject to high velocity wave action from storms or seismic sources.
586 Coastal high hazard areas are also referred to as "high hazard areas subject to high
587 velocity wave action" or "V Zones" and are designated on Flood Insurance Rate

588 Maps (FIRM) as Zone V1-V30, VE, or V.

589 **Design flood.** The flood associated with the greater of the following two
590 areas: [Also defined in FBC, B, Section 202.]

591 (1) Area with a floodplain subject to a 1-percent or greater chance of flooding
592 in any year; or

593 (2) Area designated as a flood hazard area on the community's flood hazard
594 map, or otherwise legally designated.

595 **Design flood elevation.** The elevation of the "design flood," including wave
596 height, relative to the datum specified on the community's legally designated flood
597 hazard map. In areas designated as Zone AO, the design flood elevation shall be
598 the elevation of the highest existing grade of the building's perimeter plus the depth
599 number (in feet) specified on the flood hazard map. In areas designated as Zone
600 AO where the depth number is not specified on the map, the depth number shall be
601 taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

602 **Development.** Any man-made change to improved or unimproved real
603 estate, including but not limited to, buildings or other structures, tanks, temporary
604 structures, temporary or permanent storage of equipment or materials, mining,
605 dredging, filling, grading, paving, excavations, drilling operations or any other land
606 disturbing activities.

607 **Encroachment.** The placement of fill, excavation, buildings, permanent
608 structures or other development into a flood hazard area which may impede or alter
609 the flow capacity of riverine flood hazard areas.

610 **Existing building and existing structure.** Any buildings and structures for
611 which the “start of construction” commenced before September 29, 1972. [Also
612 defined in FBC, B, Section 202.]

613 **Federal Emergency Management Agency (FEMA).** The federal agency
614 that, in addition to carrying out other functions, administers the National Flood Insur-
615 ance Program.

616 **Flood or flooding.** A general and temporary condition of partial or complete
617 inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

618 (1) The overflow of inland or tidal waters.

619 (2) The unusual and rapid accumulation or runoff of surface waters from any
620 source.

621 **Flood damage-resistant materials.** Any construction material capable of
622 withstanding direct and prolonged contact with floodwaters without sustaining any
623 damage that requires more than cosmetic repair. [Also defined in FBC, B, Section
624 202.]

625 **Flood hazard area.** The greater of the following two areas: [Also defined in
626 FBC, B, Section 202.]

627 (1) The area within a floodplain subject to a 1-percent or greater chance
628 of flooding in any year.

629 (2) The area designated as a flood hazard area on the community’s flood
630 hazard map, or otherwise legally designated.

631

632 **Flood Insurance Rate Map (FIRM).** The official map of the community on

633 which the Federal Emergency Management Agency has delineated both special
634 flood hazard areas and the risk premium zones applicable to the community. [Also
635 defined in FBC, B, Section 202.]

636 **Flood Insurance Study (FIS).** The official report provided by the Federal
637 Emergency Management Agency that contains the Flood Insurance Rate Map, the
638 Flood Boundary and Floodway Map (if applicable), the water surface elevations of
639 the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

640 **Floodplain Administrator.** The office or position designated and charged
641 with the administration and enforcement of this ordinance (may be referred to as the
642 Floodplain Manager).

643 **Floodplain development permit or approval.** An official document or
644 certificate issued by the community, or other evidence of approval or concurrence,
645 which authorizes performance of specific development activities that are located in
646 flood hazard areas and that are determined to be compliant with this ordinance.

647 **Florida Building Code.** The family of codes adopted by the Florida Building
648 Commission, including: *Florida Building Code, Building; Florida Building Code,*
649 *Residential; Florida Building Code, Existing Building; Florida Building Code,*
650 *Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.*

651 **Functionally dependent use.** A use which cannot perform its intended
652 purpose unless it is located or carried out in close proximity to water, including only
653 docking facilities, port facilities that are necessary for the loading and unloading of
654 cargo or passengers, and ship building and ship repair facilities; the term does not
655 include long-term storage or related manufacturing facilities.

656 **Highest adjacent grade.** The highest natural elevation of the ground
657 surface prior to construction next to the proposed walls or foundation of a structure.

658 **Historic structure.** Any structure that is determined eligible for the exception
659 to the flood hazard area requirements of the *Florida Building Code, Existing*
660 *Building*, Chapter 12 Historic Buildings.

661 **Letter of Map Change (LOMC).** An official determination issued by FEMA
662 that amends or revises an effective Flood Insurance Rate Map or Flood Insurance
663 Study. Letters of Map Change include:

664 Letter of Map Amendment (LOMA): An amendment based on technical data
665 showing that a property was incorrectly included in a designated special flood
666 hazard area. A LOMA amends the current effective Flood Insurance Rate Map and
667 establishes that a specific property, portion of a property, or structure is not located
668 in a special flood hazard area.

669 Letter of Map Revision (LOMR): A revision based on technical data that may
670 show changes to flood zones, flood elevations, special flood hazard area boundaries
671 and floodway delineations, and other planimetric features.

672 Letter of Map Revision Based on Fill (LOMR-F): A determination that a
673 structure or parcel of land has been elevated by fill above the base flood elevation
674 and is, therefore, no longer located within the special flood hazard area. In order to
675 qualify for this determination, the fill must have been permitted and placed in
676 accordance with the community's floodplain management regulations.

677 Conditional Letter of Map Revision (CLOMR): A formal review and comment
678 as to whether a proposed flood protection project or other project complies with the

679 minimum NFIP requirements for such projects with respect to delineation of special
680 flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate
681 Map or Flood Insurance Study; upon submission and approval of certified as-built
682 documentation, a Letter of Map Revision may be issued by FEMA to revise the
683 effective FIRM.

684 **Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated
685 at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb
686 weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45
687 square feet or less, which is:

688 (1) Designed primarily for purposes of transportation of property or is a
689 derivation of such a vehicle, or

690 (2) Designed primarily for transportation of persons and has a capacity of
691 more than 12 persons; or

692 (3) Available with special features enabling off-street or off-highway
693 operation and use.

694 **Lowest floor.** The lowest floor of the lowest enclosed area of a building or
695 structure, including basement, but excluding any unfinished or flood-resistant
696 enclosure, other than a basement, usable solely for vehicle parking, building access
697 or limited storage provided that such enclosure is not built so as to render the
698 structure in violation of the non-elevation requirements of the *Florida Building Code*
699 or ASCE 24. [Also defined in FBC, B, Section 202.]

700 **Market value.** The price at which a property will change hands between a
701 willing buyer and a willing seller, neither party being under compulsion to buy or sell

702 and both having reasonable knowledge of relevant facts. As used in this ordinance,
703 the term refers to the market value of buildings and structures, excluding the land
704 and other improvements on the parcel. Market value may be established by a
705 qualified independent appraiser, Actual Cash Value (replacement cost depreciated
706 for age and quality of construction), or tax assessment value adjusted to
707 approximate market value by a factor provided by the Property Appraiser.

708 **New construction.** For the purposes of administration of this ordinance and
709 the flood resistant construction requirements of the *Florida Building Code*, structures
710 for which the “start of construction” commenced on or after September 29, 1972 and
711 includes any subsequent improvements to such structures.

712 **Sand dunes.** Naturally occurring accumulations of sand in ridges or mounds
713 landward of the beach.

714 **Special flood hazard area.** An area in the floodplain subject to a 1 percent
715 or greater chance of flooding in any given year. Special flood hazard areas are
716 shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also
717 defined in FBC, B Section 202.]

718 **Start of construction.** The date of issuance of permits for new construction
719 and substantial improvements, provided the actual start of construction, repair,
720 reconstruction, rehabilitation, addition, placement, or other improvement is within
721 180 days of the date of the issuance. The actual start of construction means either
722 the first placement of permanent construction of a building on a site, such as the
723 pouring of slab or footings, the installation of piles, or the construction of columns.

724 Permanent construction does not include land preparation (such as

725 clearing, grading, or filling), the installation of streets or walkways, excavation for a
726 basement, footings, piers, or foundations, the erection of temporary forms or the
727 installation of accessory buildings such as garages or sheds not occupied as
728 dwelling units or not part of the main buildings. For a substantial improvement, the
729 actual "start of construction" means the first alteration of any wall, ceiling, floor or
730 other structural part of a building, whether or not that alteration affects the external
731 dimensions of the building. [Also defined in FBC, B Section 202.]

732 **Substantial damage.** Damage of any origin sustained by a building or
733 structure whereby the cost of restoring the building or structure to its before-
734 damaged condition would equal or exceed 50 percent of the market value of the
735 building or structure before the damage occurred. [Also defined in FBC, B Section
736 202.] The term also includes flood-related damage sustained by a structure on two
737 separate occasions during a 10-year period for which the cost of repairs at the time
738 of each such flood event, on average, equals or exceeds 25 percent of the market
739 value of the structure before the damage occurred.

740 **Substantial improvement.** Any repair, reconstruction, rehabilitation,
741 alteration, addition, or other improvement of a building or structure, the cost of which
742 equals or exceeds 50 percent of the market value of the building or structure before
743 the improvement or repair is started. If the structure has incurred "substantial
744 damage," any repairs are considered substantial improvement regardless of the
745 actual repair work performed. The term does not, however, include either: [Also
746 defined in FBC, B, Section 202.]

747 (1) Any project for improvement of a building required to correct existing

748 health, sanitary, or safety code violations identified by the building official and that
749 are the minimum necessary to assure safe living conditions.

750 (2) Any alteration of a historic structure provided the alteration will not
751 preclude the structure's continued designation as a historic structure.

752 **Variance.** A grant of relief from the requirements of this ordinance, or the
753 flood resistant construction requirements of the *Florida Building Code*, which
754 permits construction in a manner that would not otherwise be permitted by this
755 ordinance or the *Florida Building Code*.

756 **ARTICLE III FLOOD RESISTANT DEVELOPMENT**

757 **SECTION 62-11 BUILDINGS AND STRUCTURES**

758 **(a) Design and construction of buildings, structures and facilities**
759 **exempt from the *Florida Building Code*.** Pursuant to Section 62-4(c) of this
760 ordinance, buildings, structures, and facilities that are exempt from the *Florida Building*
761 *Code*, including substantial improvement or repair of substantial damage of such
762 buildings, structures and facilities, shall be designed and constructed in accordance
763 with the flood load and flood resistant construction requirements of ASCE 24.
764 Structures exempt from the *Florida Building Code* that are not walled and roofed
765 buildings shall comply with the requirements of Section 62-17 of this ordinance.

766

767 **(b) Buildings and structures seaward of the coastal construction**
768 **control line.** If extending, in whole or in part, seaward of the coastal construction
769 control line and also located, in whole or in part, in a flood hazard area:

770 (1) Buildings and structures shall be designed and constructed to comply

771 with the more restrictive applicable requirements of the *Florida Building Code*,
772 *Building* Section 3109 and Section 1612 or *Florida Building Code, Residential*
773 Section R322.

774 (2) Minor structures and non-habitable major structures as defined in
775 section 161.54, F.S., shall be designed and constructed to comply with the intent
776 and applicable provisions of this ordinance and ASCE 24.

777 **(c) Specific methods of construction and requirements. Pursuant to**
778 **Chapter 8 Article III of the Miami-Dade County Code, the following specific**
779 **methods of construction and requirements apply:**

780 (1) Limitations on Enclosures Under Elevated Buildings and
781 Dwellings. Enclosed areas shall: a) have the minimum necessary access to allow
782 for parking of vehicles (garage door), limited storage of maintenance equipment
783 used in connection with the premises (standard exterior door), or entry to the
784 elevated building (stairway or elevator); b) not have the interior portion partitioned
785 or finished into separate rooms except for stairwells, ramps and elevators, unless a
786 partition is required by the fire code; and c) in coastal high hazard areas, be
787 enclosed by insect screening or open lattice.

788 (2) Substantial Damage. In the Florida Building Code, Building and
789 Florida Building Code, Existing Building, definitions for the term “Substantial
790 Damage” shall be as follows:

791 **SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure
792 whereby the cost of restoring the structure to its before-damaged condition would
793 equal or exceed 50 percent of the market value of the structure before the damage

794 occurred. The term also includes flood-related damage sustained by a structure on
795 two separate occasions during a 10-year period for which the cost of repairs at the
796 time of each such flood event, on average, equals or exceeds 25 percent of the
797 market value of the structure before the damage occurred.

798 (3) Required Certifications. In the Florida Building Code, Building:

799 (a) Section 107.3.5 Minimum plan review criteria for buildings, add FEMA
800 Floodproofing Certificate (FEMA Form 086-0-34) to plan review criteria when
801 nonresidential buildings are proposed to be dry floodproofed.

802 (b) Section 110.3, Required inspections, in (1.1) and (5.1), add FEMA
803 Elevation Certificate (FEMA Form 086-0-33).

804 **SECTION 62-12 SUBDIVISIONS**

805 (a) **Minimum requirements.** Subdivision proposals shall be reviewed to
806 determine that:

807 (1) Such proposals are consistent with the need to minimize flood
808 damage and will be reasonably safe from flooding;

809 (2) All public utilities and facilities such as sewer, gas, electric,
810 communications, and water systems are located and constructed to minimize or
811 eliminate flood damage; and

812 (3) Adequate drainage is provided to reduce exposure to flood hazards;
813 in Zones AH and AO, adequate drainage paths shall be provided to guide
814 floodwaters around and away from proposed structures.

815 (b) **Subdivision plats.** Where any portion of proposed subdivisions lies
816 within a flood hazard area, the following shall be required:

817 (1) Delineation of flood hazard areas, flood zones, and design flood
818 elevations, as appropriate, shall be shown on preliminary plats;

819 (2) Where the subdivision has more than 50 lots or is larger than 5 acres
820 and base flood elevations are not included on the FIRM, the base flood elevations
821 determined in accordance with Section 62-5(b)(1) of this ordinance; and

822 (3) Compliance with the site improvement and utilities requirements of
823 Section 62-13 of this ordinance.

824 **SECTION 62-13 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

825 **(a) Minimum requirements.** All proposed new development shall be
826 reviewed to determine that:

827 (1) Such proposals are consistent with the need to minimize flood
828 damage and will be reasonably safe from flooding;

829 (2) All public utilities and facilities such as sewer, gas, electric,
830 communications, and water systems are located and constructed to minimize or
831 eliminate flood damage; and

832 (3) Adequate drainage is provided to reduce exposure to flood hazards;
833 in Zones AH and AO, adequate drainage paths shall be provided to guide
834 floodwaters around and away from proposed structures.

835 **(b) Sanitary sewage facilities.** All new and replacement sanitary sewage
836 facilities, private sewage treatment plants (including all pumping stations and
837 collector systems), and on-site waste disposal systems shall be designed in
838 accordance with the standards for onsite sewage treatment and disposal systems
839 in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration

840 of floodwaters into the facilities and discharge from the facilities into flood waters,
841 and impairment of the facilities and systems.

842 **(c) Water supply facilities.** All new and replacement water supply facilities
843 shall be designed in accordance with the water well construction standards in
844 Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate
845 infiltration of floodwaters into the systems.

846 **(d) Limitations on placement of fill.**

847 (1) Subject to the limitations of this ordinance, fill shall be designed to be
848 stable under conditions of flooding including rapid rise and rapid drawdown of
849 floodwaters, prolonged inundation, and protection against flood-related erosion and
850 scour. In addition to these requirements, if intended to support buildings and
851 structures (Zone A only), fill shall comply with the requirements of the *Florida*
852 *Building Code*.

853 (2) When fill is proposed, in accordance with the permit issued by the Florida
854 Department of Health, in coastal high hazard areas (Zone V), the development
855 permit shall be issued only upon demonstration by appropriate engineering
856 analyses that the proposed fill will not increase the water surface elevation of the
857 base flood nor cause any adverse impacts to the structure on site or other properties
858 by wave ramping or deflection.

859 **(e) Limitations on sites in coastal high hazard areas (Zone V).** In coastal
860 high hazard areas, alteration of sand dunes and mangrove stands shall be permitted
861 only if such alteration is approved by the Florida Department of Environmental
862 Protection and only if the engineering analysis required by Section 62-5(c)(1) of this

863 ordinance demonstrates that the proposed alteration will not increase the potential
864 for flood damage. Construction or restoration of dunes under or around elevated
865 buildings and structures shall comply with Section 62-17(e)(3) of this ordinance.

866 **SECTION 62-4 RESERVED**

867 **SECTION 62-5 RESERVED**

868 **SECTION 62-6 TANKS**

869 **(a) Underground tanks.** Underground tanks in flood hazard areas shall be
870 anchored to prevent flotation, collapse or lateral movement resulting from
871 hydrodynamic and hydrostatic loads during conditions of the design flood, including
872 the effects of buoyancy assuming the tank is empty.

873 **(b) Above-ground tanks, not elevated.** Above-ground tanks that do not
874 meet the elevation requirements of Section 62-16(c) of this ordinance shall:

875 (1) Be permitted in flood hazard areas (Zone A) other than coastal high
876 hazard areas, provided the tanks are anchored or otherwise designed and
877 constructed to prevent flotation, collapse or lateral movement resulting from
878 hydrodynamic and hydrostatic loads during conditions of the design flood, including
879 the effects of buoyancy assuming the tank is empty and the effects of flood-borne
880 debris.

881 (2) Not be permitted in coastal high hazard areas (Zone V).

882 **(c) Above-ground tanks, elevated.** Above-ground tanks in flood hazard
883 areas shall be elevated to or above the design flood elevation and attached to a
884 supporting structure that is designed to prevent flotation, collapse or lateral
885 movement during conditions of the design flood. Tank-supporting structures shall

886 meet the foundation requirements of the applicable flood hazard area.

887 **(d) Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall
888 be:

889 (1) At or above the design flood elevation or fitted with covers
890 designed to prevent the inflow of floodwater or outflow of the contents of the tanks
891 during conditions of the design flood; and

892 (2) Anchored to prevent lateral movement resulting from
893 hydrodynamic and hydrostatic loads, including the effects of buoyancy, during
894 conditions of the design flood.

895 **SECTION 62-7 OTHER DEVELOPMENT**

896 **(a) General requirements for other development.** All development,
897 including man-made changes to improved or unimproved real estate for which
898 specific provisions are not specified in this ordinance or the *Florida Building Code*,
899 shall:

900 (1) Be located and constructed to minimize flood damage;

901 (2) Be anchored to prevent flotation, collapse or lateral movement
902 resulting from hydrostatic loads, including the effects of buoyancy, during conditions
903 of the design flood;

904 (3) Be constructed of flood damage-resistant materials; and

905 (4) Have mechanical, plumbing, and electrical systems above the design
906 flood elevation or meet the requirements of ASCE 24, except that minimum electric
907 service required to address life safety and electric code requirements is permitted
908 below the design flood elevation provided it conforms to the provisions of the

909 electrical part of building code for wet locations.

910

911 **(b) Concrete slabs used as parking pads, enclosure floors, landings,**
912 **decks, walkways, patios and similar nonstructural uses in coastal high hazard**
913 **areas (Zone V).** In coastal high hazard areas, concrete slabs used as parking pads,
914 enclosure floors, landings, decks, walkways, patios and similar nonstructural uses
915 are permitted beneath or adjacent to buildings and structures provided the concrete
916 slabs are designed and constructed to be:

917 (1) Structurally independent of the foundation system of the building or
918 structure;

919 (2) Frangible and not reinforced, so as to minimize debris during flooding
920 that is capable of causing significant damage to any structure; and

921 (3) Have a maximum slab thickness of not more than four (4) inches.

922

923 **(c) Decks and patios in coastal high hazard areas (Zone V).** In addition
924 to the requirements of the *Florida Building Code*, in coastal high hazard areas decks
925 and patios shall be located, designed, and constructed in compliance with the
926 following:

927 (1) A deck that is structurally attached to a building or structure shall have
928 the bottom of the lowest horizontal structural member at or above the design flood
929 elevation and any supporting members that extend below the design flood elevation
930 shall comply with the foundation requirements that apply to the building or structure,
931 which shall be designed to accommodate any increased loads resulting from the

932 attached deck.

933 (2) A deck or patio that is located below the design flood elevation shall
934 be structurally independent from buildings or structures and their foundation
935 systems, and shall be designed and constructed either to remain intact and in place
936 during design flood conditions or to break apart into small pieces to minimize debris
937 during flooding that is capable of causing structural damage to the building or
938 structure or to adjacent buildings and structures.

939 (3) A deck or patio that has a vertical thickness of more than twelve (12)
940 inches or that is constructed with more than the minimum amount of fill necessary
941 for site drainage shall not be approved unless an analysis prepared by a qualified
942 registered design professional demonstrates no harmful diversion of floodwaters or
943 wave runup and wave reflection that would increase damage to the building or
944 structure or to adjacent buildings and structures.

945 (4) A deck or patio that has a vertical thickness of twelve (12) inches or
946 less and that is at natural grade or on nonstructural fill material that is similar to and
947 compatible with local soils and is the minimum amount necessary for site drainage
948 may be approved without requiring analysis of the impact on diversion of floodwaters
949 or wave runup and wave reflection.

950

951 **(d) Other development in coastal high hazard areas (Zone V).** In coastal
952 high hazard areas, development activities other than buildings and structures shall
953 be permitted only if also authorized by the appropriate federal, state or local
954 authority; if located outside the footprint of, and not structurally attached to, buildings

955 and structures; and if analyses prepared by qualified registered design
956 professionals demonstrate no harmful diversion of floodwaters or wave runup and
957 wave reflection that would increase damage to adjacent buildings and structures.

958 Such other development activities include but are not limited to:

959 (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion
960 control structures;

961 (2) Solid fences and privacy walls, and fences prone to trapping debris,
962 unless designed and constructed to fail under flood conditions less than the design
963 flood or otherwise function to avoid obstruction of floodwaters; and

964 (3) On-site sewage treatment and disposal systems defined in 64E-6.002,
965 F.A.C., as filled systems or mound systems.

966 **(e) Nonstructural fill in coastal high hazard areas (Zone V).** In coastal
967 high hazard areas:

968 (1) Minor grading and the placement of minor quantities of nonstructural
969 fill shall be permitted for landscaping and for drainage purposes under and around
970 buildings.

971 (2) Nonstructural fill with finished slopes that are steeper than one unit
972 vertical to five units horizontal shall be permitted only if an analysis prepared by a
973 qualified registered design professional demonstrates no harmful diversion of
974 floodwaters or wave runup and wave reflection that would increase damage to
975 adjacent buildings and structures.

976 (3) Where authorized by the Florida Department of Environmental
977 Protection or applicable local approval, sand dune construction and restoration of

978 sand dunes under or around elevated buildings are permitted without additional
979 engineering analysis or certification of the diversion of floodwater or wave runup and
980 wave reflection if the scale and location of the dune work is consistent with local
981 beach-dune morphology and the vertical clearance is maintained between the top
982 of the sand dune and the lowest horizontal structural member of the building.

983 **SECTION 3. FISCAL IMPACT STATEMENT.**

984 In terms of design, plan application review, construction and inspection of
985 buildings and structures, the cost impact as an overall average is negligible in regard
986 to the local technical amendments because all development has been subject to the
987 requirements of the local floodplain management ordinance adopted for
988 participation in the National Flood Insurance Program. In terms of lower potential
989 for flood damage, there will be continued savings and benefits to consumers.

990 **SECTION 4. APPLICABILITY.**

991 For the purposes of jurisdictional applicability, this ordinance shall apply in
992 the Town of Golden Beach. This ordinance shall apply to all applications for
993 development, including building permit applications and subdivision proposals,
994 submitted on or after the effective date of this ordinance.

995 **SECTION 5. INCLUSION INTO THE CODE OF ORDINANCES.**

996 It is the intent of the Town Council that the provisions of this ordinance shall
997 become and be made a part of the Town of Golden Beach Code of Ordinances, and
998 that the sections of this ordinance may be renumbered or relettered and the word
999 "ordinance" may be changed to "section," "article," "regulation," or such other
1000 appropriate word or phrase in order to accomplish such intentions.

1033 _____
1034 LISSETTE PEREZ
1035 TOWN CLERK
1036
1037
1038 APPROVED AS TO FORM
1039 AND LEGAL SUFFICIENCY:
1040
1041
1042 _____
1043 STEPHEN J. HELFMAN
1044 TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

3 --

Subject: Resolution No. 2621.19 – Variance Request for 307 Ocean Boulevard,
Golden Beach, FL 33160 (Additional Accessory Structure (Pergola)).

Recommendation:

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2621.19.

Background and History:

Town Code Section 66-251 – Cabanas/Gazebos/Pergolas

a) In Zone One, one Cabana, Gazebo or Pergola separate from the main house structure may be permitted to be erected and only within the rear yard. The covered area of such structure, whether covered with roofing, trellis or open rafters, shall not exceed two percent of the net lot area up to a maximum floor area of 500 square feet. The roofed area measurement shall not include eaves or overhangs.

The applicant is requesting to install an additional Accessory Structure (Pergola) measuring approximated 163 square feet...

The Building Regulation Advisory Board met July 9, 2019 and recommended approval of the variance request, the motion failed with a Board vote of 3 – 0 (Alan Macken – not present for the vote)

No one in attendance spoke in opposition to this item.

Attachments:

- Resolution
- Michael Miller Planning Critique
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

Financial Impact: None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2621.19

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 307 OCEAN BLVD., GOLDEN BEACH, FLORIDA 33160 TO PERMIT AN ADDITIONAL ACCESSORY STRUCTURE (PERGOLA) INSTEAD OF ONE ACCESSORY STRUCTURE PERMITTED BY THE TOWN'S CODE.

WHEREAS, the applicants, Jan A. Marks Trs, (“the applicant”), filed a Petition for Variances/exceptions, from Section 66-251 – Cabanas/Gazebos/Pergolas. (a) In Zone One – One Cabana, Gazebo or Pergola separate from the main house structure, may be permitted to be erected and only within the rear yard. The covered area of such structure whether covered with roofing, trellis or open rafters, shall not exceed two percent of the net lot area up to a maximum floor area of 500 square feet. The roofed area measurement shall not include the eaves or overhang, and;

WHEREAS, the applicant’s request is to allow for an additional Accessory structure (Pergola) measuring approximately 163 square feet. and;

WHEREAS, the variance and exception is for the property at 307 Ocean Boulevard, Golden Beach, FL. 33160 (Golden Beach Section “B”, Lots 18 & 19, Block B, as recorded in PB 9-52, of the Public Records of Miami-Dade County, (Folio No. 19-1235-002-0490 (the “Property”) and ;

WHEREAS, the Town’s Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended denial of the

request for a second Accessory Structure (Pergola), for approval by the Town Council; and,

WHEREAS, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

WHEREAS, the Town Council having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

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 and confirmed.

Section 2. Approval. The Petition for Variance to permit each of the requested variance/exception is hereby granted.

Section 3. Conditions. The Petition for Exception/Variance as granted is subject to the following conditions:

(1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan pages G-1.0 – G-1.1, D-1.0 – D-1.2, A-1.0-A-2.2, R-1.0 – R-1.3, and C-100 – C-300, Dated 5/6/2019, Tomas Design Group, Inc., and the Sketch of Boundary Survey, prepared by Gunter Group Inc., dated 4/19/2018, for the property located at 307 Ocean Boulevard, Golden Beach, FL. 33160

Section 4. Implementation. That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the

Town of Golden Beach Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

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

Sponsored by 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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 20th day August, 2019

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: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

4

Subject: Resolution No. 2622.19 – Variance Requests for 501 Ocean Boulevard,
Golden Beach, FL 33160 (Starting First Floor Finished Elevations –Main
House and Garage/Guest House Structure.

Recommendation:

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2622.19.

Background and History:

Town Code Section 66—69-1 Ocean Front Properties (d) Building Height – (1) Main Residence. (d) the height measurement for main residences shall be measured first floor finished elevation of 20.02 feet NGVD, and for the Guest/house Separate structure, Town Code Section 66-69-1 (d) Building Height, (2) Guest/Garage Accommodations shall be measured from a height of two feet above the average crown of the road adjoining the site, as opposed to the height allowance for the main residence. .

The applicant is requesting that the main structure first floor finished elevation to be at 23.5' NGVD with a building height not to exceed 51.5' NGVD and for the first floor slab elevation of the Guest House/Garage accommodations to be at an elevation of +12'4" NGVD, + 2 feet, instead of a Crown of the Road elevation of 9 feet + 2 feet.

The Building Regulation Advisory Board met July 9, 2019 and recommended approval of the variance requests, both motions failed with a Board vote of 3 – 1

No one in attendance spoke in opposition to this item.

Attachments:

- Resolution
- Michael Miller Planning Critique
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

Financial Impact: None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2622.19

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 501 OCEAN BLVD., GOLDEN BEACH, FLORIDA 33160 1). TO PERMIT THE FIRST FLOOR FINISHED ELEVATION TO BE AT 23.5' NGVD, WITH A BUILDING HEIGHT NOT TO EXCEED 51.5' NGVD, INSTEAD OF THE STARTING ELEVATION OF 20.02' AS REQUIRED BY THE CODE. 2). TO PERMIT THE GARAGE/GUEST HOUSE SEPARATE STRUCTURE TO BE MEASURED FROM A FIRST FLOOR SLAB ELEVATION OF +12'4" NGVD + 2 FEET, INSTEAD OF THE SARTING ELEVATION OF 9' CROWN OF THE ROAD + 2 FEET.

WHEREAS, the applicants, Mark and Yrina Barrocas, (“the applicants”), filed a Petition for Variances/exceptions, 1). Section 66-69.1 – Zone One (Ocean Front Properties) – (d) Building Height – (1) Main Residence. d. The height measurement for main residences shall be measured from the lowest habitable Living Area which is a maximum of two feet above the FDEP lowest structural member (18.2' NGVD). The height measurement shall include all portions of the main residence east of the 60-foot front Setback line or Coastal Construction Control Line (CCCL), whichever is more westerly. 2). Section 66-69.1 (d) Building Height, (2) Guest/Garage Accommodations. B. The height measurement for free-standing garages and or guest accommodations shall be measured from a height of two feet above the average crown of the road adjoining the site, as opposed to the height allowance for the main residence, and;

WHEREAS, the applicant’s request is to allow the first floor finished elevation of the main house to be at 23.5' NGVD with a building height not to exceed 51.5' NGVD

and to allow the Garage/Guest house structure to be measured from a first floor slab elevation of +12'4" NGVD + 2 feet, and;

WHEREAS, these variances and exceptions are for the property at 501 Ocean Boulevard, Golden Beach, FL. 33160 (Golden Beach Section "A", Lots 39 & 40, Block D, as recorded in PB 9-52, of the Public Records of Miami-Dade County, (Folio No. 19-1235-001-0640 (the "Property") and ;

WHEREAS, the Town's Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended denial of the first floor finished elevation to be at 23.5' with a building height not to exceed 51.5' and denied the Garage/Guest House structure to be measured from a first floor slab elevation of +12'4" + 2 feet., for approval by the Town Council; and,

WHEREAS, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

WHEREAS, the Town Council having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

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 and confirmed.

Section 2. Approval. The Petition for Variance to permit each of the requested variances/exception is hereby granted.

Section 3. Conditions. The Petition for Exception/Variance as granted is subject to the following conditions:

(1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan pages A-0.0 through A-4.1, request for Variances, dated 5/1/2019, and Context Sheets 1.3 through 1.5, marked renderings, undated, by Choeff, Levy Fischman Architects, and the Sketch of Boundary Survey, prepared by Biscayne Engineering, Surveyors, dated 5/25/2018, for the property located at 501 Ocean Boulevard, Golden Beach, FL. 33160

Section 4. Implementation. That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Town of Golden Beach Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

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

Sponsored by 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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 20th day August, 2019

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: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Numbers:

5

Recommendation:

It is recommended that the Town Council adopt the minutes of the June 17, 2019 Special Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Minutes of the MONDAY, June 17, 2019
Special Town Council Meeting called for 6:30 p.m.**

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:40 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Kenneth Bernstein, Councilmember Judy Luskin, Councilmember Bernard Einstein

Councilmember's Not Present: Councilmember Jaime Mendal

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Police Chief Rudy Herbello

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

LEGISLATIVE UPDATE PRESENTED BY SENATOR JASON PIZZO

LEGISLATIVE UPDATE PRESENTED BY REPRESENTATIVE JOSEPH GELLER

E. MOTION TO SET THE AGENDA

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

The Administration presented an alternative item for Resolution 2619.19.

F. GOOD AND WELFARE

None

G. MAYOR'S REPORT

Stated that the Town Manager and he have been working consistently on the civic center. Thanked all of the councilmembers for their comments and submittal of their packages, which the Town Attorney has and is looking them over and should have them back to us by the August meeting. They have met with a few financial institutions to look

at the financing options; we will give an update at the August meeting. Working on keeping the Town looking clean and great. They have a proposal tonight for resurfacing and repaving Golden Beach Drive as well as coating the parkways and islands. Summer is here. The Town Administration has a number of things planned for the residents of Golden Beach, encouraged residents to look at the website to see what is being offered. Hurricane season is here. Cannot urge residents enough to get prepared, get supplies and secure your boat if you have one. Extended his condolences to the Mendal family, Councilman Mendal lost his grandfather.

H. COUNCIL COMMENTS

Vice Mayor Bernstein

Extended his condolences to the Mendal family.

Councilmember Einstein

Extended his condolences to the Mendal family.

Councilmember Lusskin

Extended condolences to the Mendal family. Stated that the Town looks great.

I. TOWN MANAGER REPORT

None

J. TOWN ATTORNEY REPORT

None

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

1. An Ordinance of the Town Council Amending the Town's Code to Revise Rooftop Activities.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REVISE CHAPTER 66, "ZONING," BY AMENDING SECTION 66-261, "ROOFTOP ACTIVITIES", PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 588.19

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 588.19

A motion to approve was made by Vice Mayor Bernstein, seconded by Councilmember Luskin.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Absent</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

Town Manager spoke on this item stating it resolves the issue of the variance we issued at the last meeting. It states rules for different sized lots as it relates to rooftop activities

Councilwoman Luskin asked if is this just for Zone One

Town Manager stated yes

Councilwoman Luskin asked if everyone who lives in Zone One which is on the ocean not allowed to have any music on the roof

Town Manager stated that that is how our code currently reads, it is not a new item, you can have a portable radio out there you just can't blast it.

M. QUASI JUDICIAL RESOLUTIONS

None

N. CONSENT AGENDA

- 2. Official Minutes of the May 21, 2019 Regular Town Council Meeting.**
- 3. A Resolution of the Town Council Approving A Mutual Aid Agreement between the Town and the Miami-Dade County Island Chief's "Mobile Force."**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN OF GOLDEN BEACH AND THE MIAMI-DADE COUNTY ISLAND CHIEF'S "MOBILE FORCE"; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2618.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2618.19

Consensus vote 4 Ayes, 0 Nays. Items N2-N3 pass.

O. TOWN RESOLUTIONS

4. A Resolution of the Town Council Approving A Proposal from Arrow Asphalt & Engineering, Inc. for Milling and Resurfacing Golden Beach Drive.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM ARROW ASPHALT & ENGINEERING, INC. FOR MILLING AND RESURFACING OF GOLDEN BEACH DRIVE; PURSUANT TO SECTION 2-275, SUBSECTION 3 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2619.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2619.19

A motion to approve was made by Vice Mayor Bernstein, seconded by Councilmember Einstein.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Absent</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

Town Manager spoke on the item. Because your code only allows him to spend \$25,000, anything above that he has have to go out to bid. When you do that, you have to prepare bid packages with the scopes of the project, services, advertise it in the newspaper and get the attorneys involved to draft contracts. Therefore, now that \$100,000 purchase becomes a \$150,000 one. What we have done in the years to try to honor the spirit of solicitation is going out and getting proposals not bids from companies. The difference between the two is that when you go out to bid the world knows that you are looking for proposals and everyone can bid. When you look for proposals, you select a few companies and ask them to give you a proposal; you pick and choose the companies. He does not want the community to think that we do not get

proposals. In fact, for this item that you saw today we have received five proposals. Therefore, we do go out with the solicitation process, we just do not follow your bid requirements because it is very cumbersome, and we can address at a future date how you can give us more authority. Town Manager explained to the Council and residents exactly what we would be doing. On Golden Beach Drive from the south gate to the north gate we are going to mill one inch of asphalt, we are not going to keep any of the asphalt we were intending on keeping. We are going to put tap coat down, and then add one inch of asphalt on that tap coat. On the side streets, parkways, and islands there will be no milling, we will be getting a seal coat so it can match the top coat of Golden Beach Drive. Therefore, you are approving two contracts today, one for the milling and resurfacing of Golden Beach Drive, and one for the seal coating of the peripheral streets in Golden Beach. Asking for \$160,000 for milling and resurfacing and \$40,000 for seal coating to provide for some wiggle room for unforeseen expenses. The proposal you received is for \$140,000, that gives \$20,000 wiggle room as it relates to the milling and resurfacing. The seal coating came in at \$27,000 and asking for \$40,000 in case we needs a stronger seal, or we might ask for two coats. This is going to happen while you are out in recess. We are going to negotiate the contracts and hopefully set the start date for mid to late August. You do have money in your budget set aside for projects that are not numerated in your capital budget; there is \$227,000 set aside, this is where that money is coming from.

Councilmember Lusskin asked if they would look the same.

Town Manager stated yes, that is the goal, and stated that yes the seal coat will fade faster than the asphalt.

Councilmember Einstein asked if The Strand would also be getting the seal coat.

Town Manager stated yes it will.

Councilwoman Lusskin asked how long will it take.

Town Manager stated we will probably be doing this the same way we did when we first did the CIP, which is very inconvenient for everyone. He finds it to be a better product when you do both lanes and at the same time so that you do not get that in seam in the middle of the road to deal with. What he would like to do is close a section at a time and force our residents to park outside of those sections for twenty-four hours and walk to their homes. It is a pain to deal with, but he thinks you get a better product because it allows for the curing process of the asphalt to cure better. It becomes less coarse and finer when you do not drive on it for twenty-four hours. So fair warning to residents, we will be closing sections of Town where you will not be able to drive on them for twenty-four hours.

Mayor Singer suggested to notify the construction sites ahead of time.

Town Manager stated that when we did Center Island we had the same scenario, we made them close that site for twenty-four hours.

Vice Mayor Bernstein asked why did we decide not to do the parkways with asphalt.

Town Manager stated that believe it or not we have the same number of square yards of asphalt in the side streets, parkways, and islands as we do the entire length of Golden Beach, it would be double the budget, and we do not have that.

Mayor Singer stated that they do not need it.

Town Manager stated that we do not have as many patches and settlement because there is much less activity on them. The only parkway that will have new asphalt is the cull de sac area of North Parkway, and that is because the developers of that home have to pay for it, it was a condition of their certificate of occupancy.

Mayor Singer asked that the Town Manager address the concerns that everyone is notified that they will not be allowed to cut into the streets

Town Manager stated that the clerk will be sending out certified letters to all of the utilities that work with the Town or will be working with the Town. Town Manager stated that letters would also be sent to the homeowners that do not have gas to put in the pipe now, in case they want to do the work later on. The Town will have a 2-year moratorium on cutting, drilling, or digging up the road after this work is done. Stated this is the time for you to put an empty raceway, which is an empty three-inch pipe, that a utility can later pull their stuff through it if you in the future want to have gas or Atlantic Broadband, and currently don't have it. The emphases is on you to put in that infrastructure today, while we are going to allow you to tear up our road, because after we asphalt there will be no cutting allowed into the road. The only way you would be able to cut into the road is by doing a directional bore across the street. Yes, they are easy but they are very expensive.

Councilmember Einstein asked what if a water company has an emergency.

Town Manager stated that there is a difference between having a main rupture, and they are required to put in 100 feet in each direction so 200 square feet, it's still a patch but it is a greater patch. Stated the stuff you see on the street now was not a break. It was lack of service lines when new homes were built out on the east side of the street.

Councilmember Einstein asked when the anticipated groundbreaking would be.

Town Manager stated that we are hoping to get it done by October, but the absolute deadline is November.

Councilmember Lusskin stated that she has had residents already comment about the patches.

5. A Resolution of the Town Council Approving A Proposal for the Purchase and Installation of Electrical Generator Equipment.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY MILLS ELECTRIC SERVICE, INC. FOR THE PURCHASE AND INSTALLATION OF

ELECTRICAL GENERATOR EQUIPMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2620.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2620.19

A motion to approve was made by Councilmember Luskin, seconded by Councilmember Einstein.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Absent</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

Town Manager thanked the Town Attorney for getting this item drafted in time for this meeting. We applied for grants for FEMA, FEMA awarded us that grant. This is a mitigation grant. It allows us to convert our manual generators to automated system with transfer switches that will turn on, on their own. If you remember during IRMA he had to come out and manually do the transfer, because of our delayed response time we had waist high water. If the generators had been automatic, we would have had some flooding but not waist high water. Twenty minutes after he turned on the pumps, the waist high waters became ankle height. The Town received \$60,000 from FEMA to pay for this, but we will have to pay the difference of \$24,000. The resolution is written in a manner that we only move forward with the project once we get the FEMA money.

Councilmember Luskin asked if the system would shut off on its own automatically.

Town Manager stated that there is a system that acknowledges when the power turns off and then it will switch to the generators. Stated that what triggers pumps to come on is a float valve that shows when the retaining tank of the pump station is full. He is assuming that if we lost power we are going to lose capacity so we are going to have flooding and that will turn on the pumps. There may be a scenario where we lose power but the pumps do not come on because there is not enough water on the ground to turn them on.

Councilmember Luskin asked a question about the pricing.

Town Manager stated that we did go out for proposal's, and those are just different proposals we received.

Councilmember Einstein inquired about whether or not we could pay someone to switch it on.

Town Manager stated we had two public work employees, the police department, and himself assigned here during the storm. During a high weather event, you are going to wait for the winds to subside before going out, also FEMA will not pay that person to go out.

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz:
• Civic Center Masterplan Update

Since our last meeting the design criteria is complete. The Town Attorney has promised to have the bid documents ready in 4 days. Once that is complete the Mayor and he will look over them and bring them for your approval at the next meeting. We will not go out to bid until financing is in place. Financing now is driving the timeline. Once that is in place, we meet all the criteria to go out for a design-build bid. Also reminded the community that the council recesses for July and the next regularly scheduled meeting is Tuesday, August 20th at 7 p.m.

Q. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Mayor Singer seconded by Vice Mayor Bernstein.

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:36 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Resolution No. 2623.19 - Approving A Mutual Aid Agreement
with the Town and the Town of Surfside Police Department

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2623.19 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 Surfside 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. 2623.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE TOWN OF SURFSIDE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING 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 Town of Surfside Police Department, Florida, attached to this Resolution as Exhibit "A" between the Town and the Town of Surfside , described and outlined in the attached Agenda Item Report; and

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

NOW THEREFORE, BE IT RESOLVED BY THE TOWN 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 _____,
seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 20th day of August, 2019.

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 Town of Surfside
and the Town of Golden Beach

WHEREAS, it is the responsibility of the governments of the Town of Surfside, 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 Town of Golden 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 Surfside Police Department or the Town of Golden Beach Police Department.

c) Agency head: Either the Chief of the Surfside 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, 2023. 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____

Town Manager,
Town of Surfside, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

Town Clerk,
Town of Surfside, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Town Attorney,
Town of Surfside, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE
TOWN OF SURFSIDE 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 Town of Surfside, Florida 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 person's 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: _____

 David Allen, Chief
 Surfside Police Department

 Rudy Herbello, Chief
 Golden Beach Police Department

ATTEST:

ATTEST:

 Town Clerk

 Town Clerk

**JOINT DECLARATION AMENDMENT UNDER
TOWN OF SURFSIDE POLICE DEPARTMENT AND THE TOWN OF
GOLDEN BEACH POLICE DEPARTMENT'S
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of the Town of Surfside and the Town of Golden Beach, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (1CW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **Town of Surfside** and the **Town of Golden Beach** to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. 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. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree that such 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. The jurisdiction of civil forfeiture action shall be filed by seizing agency.*
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement or Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **Town of Surfside Police Department** and the **Town of Golden Beach Police Department**.

Date

Date

Town Manager
Town of Surfside, Florida

Mayor Glenn H. Singer
Town of Golden Beach, Florida

David Allen
Chief of Police
Town of Surfside, Florida

Rudy Herbello
Chief of Police
Town of Golden Beach, Florida



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

Subject: Resolution No. 2624.19 – Authorizing a Joint Project
Agreement with FDOT for Turf and Landscape Maintenance

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2624.19 as presented.

Background:

The Town has had a long standing agreement with the Florida Department of Transportation (FDOT) for the maintenance of Ocean Boulevard. The agreement calls for the Town to maintain Ocean Boulevard and reimburses the Town for expenses related to the maintenance.

Our annual costs for this service averages \$104,000 per year, of which \$13,972.00 is provided by FDOT.

Fiscal Impact:

The Town will receive \$13,972.00 from the Florida Department of Transportation.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2624.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") desires to enter into a Joint Project Agreement with the State of Florida Department of Transportation ("FDOT") concerning turf and landscape maintenance of certain FDOT rights-of-way; and

WHEREAS, the Town Council finds that approval of the attached Joint Project Agreement between FDOT and the Town 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. That the foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Agreement Approved. That the Joint Project Agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the Town, once approved 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 necessary to implement and enforce the purposes of this Resolution and the Agreement on behalf of the Town.

Section 4. Effective Date. That this Resolution shall be effective immediately 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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 20th day of August, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**TURF AND LANDSCAPE MAINTENANCE
DEPARTMENT FUNDED AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
TOWN OF GOLDEN BEACH**

This Agreement, is made and entered into this ____ day of _____, 20__, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the ‘DEPARTMENT’, and Town of Golden Beach, a municipal corporation of the State of Florida, hereinafter referred to as the ‘LOCAL GOVERNMENT’.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains State Road A1A/Ocean Boulevard in the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT’s request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as the ‘PROJECT’, and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252354-4-78-01, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit “A” – Scope of Services, and in accordance with the provisions of Exhibit “B” – Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES

- a. The LOCAL GOVERNMENT shall submit this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "D" - Local Government's Resolution, and is herein incorporated by reference.
- b. The LOCAL GOVERNMENT shall not commence the PROJECT until the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the effective date of this Agreement.
- c. The LOCAL GOVERNMENT shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way (the project limits) as described in Exhibit "A".
- d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit "A".
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, Ivanohe Hernandez, P.E. at (305) 640-7165 or ivanohe.hernandez@dot.state.fl.us
- g. The LOCAL GOVERNMENT shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of

the DEPARTMENT.

- i. The LOCAL GOVERNMENT shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the LOCAL GOVERNMENT to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the LOCAL GOVERNMENT to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the LOCAL GOVERNMENT to maintain any such additional landscaping.
- k. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.

3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of \$13,972.00 for completion of the services described in Exhibit “A” – Scope of Services. The method of compensation is included in Exhibit “B” – Financial Summary.
- b. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as PROJECT Number 252354-4-78-01, and the quantifiable, measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit “A”. (Section 287.058(1)(d) and (e), F.S.),
- c. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”, accompanied by the duly executed certification document in Exhibit “C”, thereby establishing that the Scope of Services described in Exhibit “A” have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager prior to payments. (Section 287.058 (1)(a), F.S.)
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met (see Exhibit “C” – Turf and Landscape

JPA Work Certification Document).

- e. There shall be no reimbursement or compensation for travel expenses under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (Section 215.422(3)(b), F.S.)

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL

GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.)

- g. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.)
- h. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

- i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)
- j. The LOCAL GOVERNMENT shall:
 - i. Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
 - ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the

employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02).

The LOCAL GOVERNMENT shall insert the above clause into any contract entered into by the LOCAL GOVERNMENT with vendors or contractors hired by the LOCAL GOVERNMENT for purposes of performing its duties under this Agreement.

4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attention: District Maintenance Engineer

To LOCAL GOVERNMENT: Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160
Attention: Town Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

5. INVOICING

- a. The LOCAL GOVERNMENT shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include a completed Turf and Landscape JPA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the LOCAL GOVERNMENT for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work

prevents the LOCAL GOVERNMENT from performing its work for a period of one (1) month or longer.

- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the DEPARTMENT may, at its option, proceed as follows:

- a. The LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. **(Section 287.058(1)(h), F.S.)**
- b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT; or
- c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of **Chapter 119, of the F.S.**

9. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the LOCAL GOVERNMENT expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the LOCAL GOVERNMENT shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the LOCAL GOVERNMENT's negligent exercise or of its responsibilities as set out in this AGREEMENT, including but not limited to, any negligent act, negligent action, negligence or omission by the LOCAL GOVERNMENT, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the LOCAL GOVERNMENT nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The LOCAL GOVERNMENT's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the LOCAL GOVERNMENT's receipt of the DEPARTMENT's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT's failure to notify the LOCAL GOVERNMENT of a claim shall not release the LOCAL GOVERNMENT of the above duty to defend and indemnify the DEPARTMENT.

The LOCAL GOVERNMENT shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The LOCAL GOVERNMENT's evaluation of liability or its inability to evaluate liability shall not excuse the LOCAL GOVERNMENT's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the DEPARTMENT was negligent shall excuse performance of this provision by the LOCAL GOVERNMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

TOWN OF GOLDEN BEACH:

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:**

BY: _____
LOCAL GOVERNMENT MANAGER

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) LOCAL GOVERNMENT CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

LOCAL GOVERNMENT ATTORNEY

DISTRICT CHIEF COUNSEL

Exhibit "A"

Scope of Services

Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on the State Roads below in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the LOCAL GOVERNMENT shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time.

State Road No.	Street Name	From	To
A1A	Ocean Boulevard	Terracina Avenue	Dade/Broward County Line

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Litter Pickup - eighteen (18) times per year
- Mowing, including edging and sweeping - eighteen (18) times per year
- Landscape/Tree Trimming - twelve (12) times per year

The LOCAL GOVERNMENT shall perform a minimum of two cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the DEPARTMENT'S right-of-way
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to

maintain the current landscape and turf in a healthy and vigorous growing condition.

- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).
- j. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 252354-4-78-01

County: Miami-Dade

FDOT Project Manager:

Ivanohe Hernandez, P.E. - (305) 640-7165 or ivanohe.hernandez@dot.state.fl.us

LOCAL GOVERNMENT Project Manager:

Alexander Diaz, Town Manager - (305) 932-0744 ext. 224 or alexdiuz@goldenbeach.us

Exhibit "B"

Financial Summary

Financial Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in Section 5 of this Agreement for the work described in Exhibit "A". The following are the maximum participating compensation amounts the DEPARTMENT will make annually for each of these work activities:

- **Litter Pickup:** **\$300.00**

- **Mowing, including edging and sweeping:** **\$1,464.00**

- **Landscape/Tree Trimming:** **\$12,208.00**

TOTAL ANNUAL PROJECT AMOUNT ELIGIBLE FOR COMPENSATION BY THE DEPARTMENT: \$13,972.00

The LOCAL GOVERNMENT may choose to exceed the required minimum maintenance frequencies for each of the work activities described above at no additional cost to the DEPARTMENT.

Exhibit "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TURF AND LANDSCAPE JPA WORK CERTIFICATION DOCUMENT

CONTRACT NO: _____

Q1/Q2/Q3/Q4: _____

MUNICIPALITY: _____

INVOICE NO: _____

PAGE ____ OF ____

Instructions: Form to be completed by the Municipality certifying and documenting when the work was performed. The Department's Yard Engineer, or designee, will complete the portion confirming that the work performed meets the JPA scope.

Location / SR	Date Work Performed		
	Litter Pickup	Mowing *	Landscape/Tree Trimming

Comments / Remarks:

MUNICIPALITY CERTIFYING WORK WAS COMPLETED PER CONTRACT	FDOT CONFIRMS WORK WAS COMPLETED PER CONTRACT
Name (Print): _____	Name (Print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____

* mowing work description also includes all types of mowing and edging/sweeping

Exhibit "D"
LOCAL GOVERNMENT's Resolution

To be herein incorporated once approved by the LOCAL GOVERNMENT Council/Commission.

E-VERIFY

Contract No: _____

Financial Project No(s): 252354-4-78-01

Project Description: Turf and Landscape Maintenance Department Funded Agreement

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Town of Golden Beach

Authorized Signature: _____

Title: _____

Date: _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

8

Subject: Resolution No. 2625.19 - Approving a Memorandum of Understanding with the City of Tallahassee Police Department

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2625.19 as presented.

Background:

The Electronic License and Vehicle Information System (ELVIS), is a system that will allow Golden Beach Police Officers to check individuals electronically in the National Crime Information Center (NCIC) and Federal Crime Information Center (FCIC) databases. Presently the City of Tallahassee Police Department is the contract agency who has the benefit of the ELVIS interface with Florida State University (FSU) who operates, maintains and provides access to authorized Police Agencies. This system is hosted by the City of Tallahassee, as such an approved memorandum of understanding is needed.

(The Electronic License and Vehicle Information System (Elvis) and TraCS Software are linked together)

Fiscal Impact:

There is no initial cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2625.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GOLDEN BEACH AND THE CITY OF TALLAHASSEE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a MEMORANDUM OF UNDERSTANDING (the "Agreement") with the City of Tallahassee Police Department, Florida, attached to this Resolution as Exhibit "A" between the Town and the City of Tallahassee Police Department, described and outlined in the attached Agenda Item Report; and

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

NOW THEREFORE, BE IT RESOLVED BY THE TOWN 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 _____,
seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 20th day of August, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MEMORANDUM OF UNDERSTANDING

Electronic License and Vehicle Information System (ELVIS)

WITNESSETH

WHEREAS, on _____ day of _____, 20____ (“Effective Date”) this MOU is entered into by and between, the City of Tallahassee on behalf of the Tallahassee Police Department, hereafter referred to as TPD, and the _____, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, TPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both TPD and the CA have entered in Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, TPD presently has the benefit of Electronic License and Vehicle Information System (ELVIS) interface, operated and maintained by Florida State University (FSU), which provides access to the National Crime Information Center, hereafter NCIC, and the Florida Crime Information Center, hereafter FCIC, and;

WHEREAS, the CA wishes to utilize ELVIS interface for access to NCIC and FCIC Information Systems for law enforcement purposes, and;

WHEREAS, TPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW WHEREFORE, the parties agree as follows,

1. FSU will provide the TPD with a current and complete list of all personnel who require unescorted physical or local access to CJI.
2. TPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.

3. TPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or local access to CJJ prior to being granted access. TPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. TPD will retain the fingerprint based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.
4. TPD will maintain a current and complete list of all personnel who have been authorized to access CJJ. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.
5. TPD shall provide to the CA the list of all personnel who are authorized access to CJJ inside ELVIS.
6. TPD shall defer to the FDLE CSO regarding any issues with respect to CJJ access eligibility as required by the CSP and UA.
7. When any change occurs to the list of authorized personnel, the TPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.
8. TPD will notify the CA in the event that an individual, whether seeking or already authorized access to CJJ, is denied such access by the FDLE CSO.
9. To properly assess any potentially disqualifying information as it becomes available, every year, TPD shall perform a name-based check via the FCIC message switch, to include, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized access to CJJ in ELVIS.
10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJJ in ELVIS, the TPD shall immediately notify the CA via formal correspondence of the individual's activity.
11. TPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJJ in ELVIS.
12. The CA shall be entitled to use, through agents and employees of the TPD, the ELVIS interface located at the TPD for the purpose of gaining access to NCIC and FCIC information Systems for law enforcement purposes.
13. The CA agrees to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of NCIC and FCIC with regards to the use of any device accessing CJJ and/or ELVIS under the terms of this agreement.
14. The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.

15. The CA agrees that it shall make use of the ELVIS access in compliance with the CSP.
16. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.
17. The CA agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information Systems by the CA, CA's agents, and the CA's authorized designees. Subject to such authority and limitations provided pursuant to Section 768.28, Florida Statutes, and subject strictly to the financial limits stated in Section 768.28, Florida Statutes, the CA shall indemnify and hold harmless TPD for any and all liability relating to or arising out of the validity and accuracy of information and data it submits for entry into the NCIC and FCIC Information Systems.
18. TPD agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information System entered by TPD, TPD agents, and TPD's authorized designees. Subject to such authority and limitations provided pursuant to Section 768.28, Florida Statutes, and subject strictly to the financial limits stated in Section 768.28, Florida Statute, TPD agrees to save and hold harmless, and indemnify the CA from any and all liability relating to or arising out of the validity and accuracy of information and data it submits for entry into the NCIC and FCIC Information Systems.
19. The CA retains ownership of all records created inside ELVIS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.
20. The CA grants TPD permission to retain and host all records created inside ELVIS by the CA in accordance with the CSP and FDLE UA.
21. The CA grants TPD and aforementioned personnel provided in section 1 permission to view and create records in FSU ELVIS on behalf of the CA solely for the purposes of training or troubleshooting.
22. The CA agrees that neither TPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. TPD agrees to forward all public records requests it receives for records created and/or owned as described in section 19 by the CA to the CA.
23. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting ELVIS access to agency owned devices and forbidding access and use of ELVIS on personally owned or public devices.
24. TPD agrees that the current Terminal Agency Coordinator (TAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by TPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an

individual is added or removed from the list of authorized users or when an individual on the list is arrested.

25. TPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.
26. TPD will forward a copy of this Agreement of the FDLE CSO.
27. The term of this agreement shall commence on the Effective Date and shall remain in full force and effect until terminated in accordance with the terms herein.
28. Either party may terminate this Agreement upon sixty (60) business days' written notice or immediately by TPD without notice upon finding that the CA has violated terms of this Agreement, or immediately by the CA without notice upon finding that TPD has violated the terms of this Agreement.
29. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties, and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.
30. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between TPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Tallahassee Police Department

Agency Name (TPD)

Authorized Signatory (TPD)

Michael J. DeLeo, #100

Chief of Police

Printed Name / ID #

Title

ATTEST TO:

By: _____

James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: _____
Theresa A. Flury, Asst. City Attorney

Agency Name (CA)

Authorized Signatory (CA)

Printed Name / ID #

Title

Witness Signature (CA)

Printed Name / ID #

Title

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term “personnel” are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander *Alex B* Diaz,
Town Manager

Subject: **Resolution No. 2626.19 - Approving a Memorandum of Understanding with the Panama City Police Department**

Item Number:

9

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2626.19 as presented.

Background:

The Traffic and Criminal Software System (TraCS), is a system that will allow Golden Beach Police Officers to complete Accident Reports, Traffic Citations and Tow Slips electronically. Presently the Panama City Police Department is the authorized Police Agency that not only houses and maintains the software, but also grants access to users. These systems are hosted by the Panama City Police Department, as such a memorandum of understanding is needed.

(The TraCS Software and Elvis System are linked together)

Fiscal Impact:

There is no initial cost to the Town to participate. The Town will be able to save money since we will no longer be required to buy Accident Reports from the Miami-Dade County Police Department, and we will also save in the reoccurring purchase of Tow Slips.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2626.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GOLDEN BEACH AND THE CITY OF PANAMA POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a MEMORANDUM OF UNDERSTANDING (the "Agreement") with the City of Panama Police Department, Florida, attached to this Resolution as Exhibit "A" between the Town and the City of Panama Police Department, described and outlined in the attached Agenda Item Report; and

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

NOW THEREFORE, BE IT RESOLVED BY THE TOWN 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 _____,

seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 20th day of August, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MEMORANDUM OF UNDERSTANDING

Traffic and Criminal Software (TraCS)

WITNESSETH

WHEREAS, The Panama City Police Department, hereafter referred to as PCPD, and the _____, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, PCPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both PCPD and the CA have entered in Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, PCPD presently has the benefit of contracting with TraCS Florida, a private vendor, operated and maintained by FSU, which provides access to TraCS, and;

WHEREAS, the CA wishes to utilize the PCPD FSU TraCS Systems for law enforcement purposes, and;

WHEREAS, PCPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW WHEREFORE, the parties agree as follows,

1. FSU will provide the PCPD with a current and complete list of all personnel who require unescorted physical or local access to CJI.
2. PCPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.
3. PCPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or local access to CJI prior to being granted access. PCPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. PCPD will retain

the fingerprint-based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.

4. PCPD will maintain a current and complete list of all personnel who have been authorized to access CJI. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.
5. PCPD shall provide to the CA the list of all personnel who are authorized access to CJI inside TraCS.
6. PCPD shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and UA.
7. When any change occurs to the list of authorized personnel, the PCPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.
8. PCPD will notify the CA in the event that an individual, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
9. To properly assess any potentially disqualifying information as it becomes available, every year, PCPD shall perform a name-based check via the FCIC message switch, to include, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized access to CJI in TraCS.
10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in TraCS, the PCPD shall immediately notify the CA via formal correspondence of the individual's activity.
11. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in TraCS.
12. The CA shall be entitled to use, through agents and employees of the PCPD, the TraCS interface located at the PCPD for the purpose of gaining access to information Systems for law enforcement purposes.
13. The CA agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of any device accessing CJI and/or TraCS under the terms of this agreement.
14. The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.
15. The CA agrees that it shall make use of the TraCS access in compliance with the CSP.
16. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.

17. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting TraCS access to agency owned devices and forbidding access and use of TraCS on personally owned or public devices.
18. The CA grants PCPD permission to retain and host all records created inside TraCS by the CA in accordance with the CSP and FDLE UA.
19. The CA acknowledges that backups for all hosted records created inside TraCS by the CA are stored at the designated backup site of Clermont Police Department.
20. The CA grants PCPD and aforementioned personnel provided in section 1 permission to view and create records in FSU TraCS on behalf of the CA solely for the purposes of training or troubleshooting.
21. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. PCPD agrees to forward all public records requests it receives for records created and/or owned as described in section 20 by the CA to the CA.
22. The CA retains ownership of all records created inside TraCS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.
23. PCPD agrees that the current Terminal Agency Coordinator (TAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by PCPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.
24. PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.
25. PCPD will forward a copy of this Agreement of the FDLE CSO.
26. The term of this agreement shall commence on the date the Agreement is signed by both parties.
27. Either party may terminate this Agreement upon thirty (30) days written notice or immediately by PCPD without notice upon finding that the CA has violated terms of this Agreement, or immediately by the CA without notice upon finding that PCPD has violated the terms of this Agreement.
28. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties, and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.

29. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between PCPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Panama City Police Department

Agency Name (PCPD)

Authorized Signatory (PCPD)

Scott Ervin #1999

Chief of Police

Printed Name / ID #

Title

Witness (PCPD)

Printed Name / ID #

Title

Agency Name (CA)

Authorized Signatory (CA)

Printed Name / ID #

Title

Witness Signature (CA)

Printed Name / ID #

Title

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2627.19 – Renewing the agreements for Dental Insurance and Vision Coverage to Guardian Insurance and Humana with Sapoznik Insurance as the agent of record**

Item Number:

10

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2627.19 as presented.

Background:

I recommend that Sapoznik Insurance be renewed as the agent of record for vision coverage and dental coverage. The resolution renews the following: dental coverage to Guardian Insurance, and vision coverage to Humana.

The Town has received a rate pass for the vision coverage and a 1% decrease in dental insurance.

Dental (Guardian) a 1% decrease from last fiscal year.

Vision (Humana Vision 130) a rate pass, no increase from last fiscal year.

The rate pass is guaranteed for Fiscal Year 2020-2021 as well.

Fiscal Impact:

There will be a decrease from what the Town's current monthly rates are for dental insurance. We anticipate the total decrease to be approximately \$578 for F/Y 2019-2020.

No rate increase from what the Town's current monthly rates are for vision.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2627.19

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, RENEWING THE AGREEMENTS FOR A DENTAL INSURANCE AND A VISION INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council by Resolution 1868.07 awarded to each of Guardian Insurance and Humana Insurance, the lowest responsible bidders, a one year contract with two (2) one-year renewal options (the "Contracts"), to provide dental and vision insurance benefits to Town employees and their eligible dependents; and

WHEREAS, that renewal option expired on September 30, 2010 and the Town has granted annual extensions since; and

WHEREAS, the Town finds that the renewal rates continue to provide a more competitive comprehensive option than a bid option;

WHEREAS, the Town wishes to renew its vision and dental insurance coverage under each of the Contracts; and

WHEREAS, the Town Council finds that renewal of the Contracts 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. Each of the above recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Proposal Accepted. The proposals to renew the Contracts with Guardian Insurance and Humana, as described and set forth in the Agenda Item Report attached hereto and incorporated herein, and are hereby accepted.

Section 3. Implementation. The Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions including, but not limited to, the designation of a new agent of record.

Section 4. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 20th day of August, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



LISSETTE PEREZ HR MANAGER
TOWN OF GOLDEN BEACH
1 GOLDEN BEACH DR
GOLDEN BEACH, FL 33160

SAPOZNIK INS AGENCY
1100 NE 163RD STREET
2ND FLOOR
N. MIAMI BEACH, FL 33162

Your Guardian employee benefits
renewal package is enclosed

As a valued Guardian customer, we appreciate your business and hope that you are fully satisfied with our plan offerings and services. Our commitment is to continue providing high-quality plans while placing your benefit needs first.

If you have questions about your renewal package or would like information about other benefits available for your employees, we can assist you. Contact your insurance broker or contact your Guardian Group Sales office at:

1511 N. West Shore Blvd., Tampa, Florida, 33607, (813) 472-6080.



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**TOWN OF GOLDEN BEACH
GROUP PLAN # 00429802**

**RENEWAL PERIOD
October 1, 2019 - September 30, 2020**



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

What you'll find in this package

RENEWAL INFORMATION	PAGE
College Tuition Benefit Annual Statement	1
Renewal Rates At-a-Glance	2
Current Plan Benefit Summaries By Product	3





College Tuition Benefit Rewards Statement as of 06/17/2019

Plan Number: 00429802
Plan Name: TOWN OF GOLDEN BEACH
Current Lines of Coverage with CTB: Dental
Total Estimated Potential Accumulated Rewards For All Lines of Coverage: \$401,500

Dear Planholder,

Thank you for being a valued Guardian customer. This statement provides a snapshot of the total College Tuition Benefit points earned by your members as a result of being enrolled in one or more of the coverages listed above.

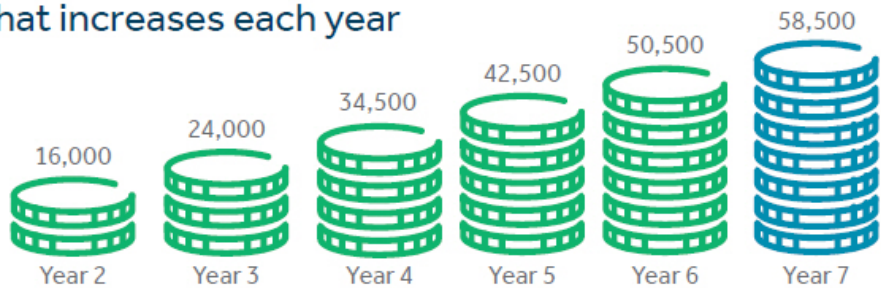
To make sure points are credited to members, they can visit guardian.collegetuitionbenefit.com and register using the following information:

User ID: Plan number, **Password:** Guardian

College Tuition Benefit is a great way to help your employees save money on college education. One Tuition Reward = \$1 in tuition reduction and can be used at over 400 private college and universities nationwide. The example below demonstrates how Tuition Rewards build up each year.

A college tuition benefit that increases each year

Example of how future tuition can be reduced by \$58,500 when the plan participant has four Guardian products (e.g. Dental — with a year 4 bonus of 2,500 rewards, Life, Hospital Indemnity and Critical Illness) over a seven-year period.



Important deadlines for members:

- Students must be added to the program **by August 24** the year he/she starts grade 11
- The last day members can transfer earned rewards to a student is **August 24** of the year he/she starts grade 12

If you have any questions, contact your Guardian Group Sales Representative or send your questions via email to support@collegetuitionbenefit.com. For general information about the College Tuition Benefit program go to guardian.collegetuitionbenefit.com.

Sincerely,

The Guardian Life Insurance Company of America

College Tuition Benefit is a tuition reduction program. This program is currently part of your employee benefit package and addresses a top employee concern -- saving for college. The service is \$0.45 per employee per month for each coverage accumulating the College Tuition Benefit. This is not a separate line item charge for you, but instead reflected in the total premium billed (though not an insurance charge). The Tuition Rewards program is provided by SAGE CTB, LLC. Guardian does not provide any services related to this program. SAGE CTB, LLC is not a subsidiary or an affiliate of Guardian. Guardian reserves the right to discontinue the College Tuition Benefit program at any time without notice. The College Tuition Benefit is not an insurance benefit and may not be available in all states.

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - VALUE O1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	29	\$47.41	\$16,499	\$46.94	\$16,335
EE & SP	9	\$104.95	\$11,335	\$103.90	\$11,221
EE & CH	8	\$134.29	\$12,892	\$132.95	\$12,763
FAMILY	8	\$179.70	\$17,251	\$177.90	\$17,078
TOTAL	54		\$57,976		\$57,398

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	100%	80%
Major	60%	50%
Deductible	\$25	\$50
Waived for preventive?	Yes	No
Claim Payment Basis	Fee Schedule	Fee Schedule
Maximum	\$1,500	\$1,500
Orthodontia	Included	
Lifetime Maximum	\$1,000	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$700
Rollover Amount		\$350
In-network only rollover		\$500
Max Rollover Limit		\$1,250
Dependent Age Limit		20/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 12/31/2019

ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	25	\$0.00
\$1 - \$250	1	\$1.20
\$251 - \$500	19	\$8,661.20
\$501 - \$750	3	\$1,997.80
\$751 - \$1,000	12	\$11,550.00
Over \$1,000	29	\$36,050.00
TOTAL	64	\$58,260.20

21 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2019 are applied to the members Maximum Rollover Account for use starting the next benefit year.

July 23, 2019

MARIA CAMACHO
THE TOWN OF GOLD
1 GOLDEN BEACH DR
N MIAMI BEACH FL 33160

Company Name: THE TOWN OF GOLD
Group ID(s): 787549
Renewal Date: 10/01/2019

Important information regarding your coverage

Dear Maria Camacho:

Thank you for choosing Humana. We value your business and are committed to providing products and services that keep pace with your employees' evolving needs.

This letter contains information about your Humana plan(s). One or more of your plans(s) and/or rates are scheduled for a change on the renewal date noted above. Please review the plan benefit and rate information contained in this letter. You can keep your current coverage with the changes listed in the enclosure, and your employees will automatically be re-enrolled.

Please note: Medical premium rates provided to you are subject to review by Humana. If the medical rates described herein are subsequently modified, Humana will promptly advise you of the change.

To view your plan information and make any changes, go to the secure employer section on [Humana.com](https://www.humana.com), select the Benefit Center tab located at the top of the page. You'll also find interactive tools to help you make benefit selections. Or you can contact your agent, RACHEL A SAPOZNIK at (305) 948-8887 to discuss the best benefit solution for your group.

Health and well-being are at the core of everything we do. Our mission is to help people achieve lifelong well-being. We truly appreciate the opportunity to provide benefits to you and your employees and play a role in your journey to optimal health.

Sincerely,

Your Humana Sales Team

cc: SAPOZNIK INS & ASSOC INC

At A Glance...

Vision

	Current Plan
Plan Name:	FL Humana Vision 130
Exam Copay (In):	\$10
Exam Allowance (Out):	\$30
Materials Copay (In):	\$15
Single Lens Allowance (Out):	\$25
Frame Allowance (In):	\$130
Frame Allowance (Out):	\$65
Contact Lens Allowance (In):	\$130
Contact Lens Allowance (Out):	\$104
Frequency (In):	12/12/24
Frequency (Out):	12/12/24
Optional Benefits:	N/A
Association Name:	N/A
Other Options:	Open Enrollment
Monthly Vision Premium:	Current \$345.86
	New \$345.50

The federal Affordable Care Act includes several taxes and fees. The vision premiums reflected in this renewal notice will include a prorated portion of the Federal Insurer Annual Fee if applicable.

General Information:

Vision products insured by Humana Insurance Company and CompBenefits Company



Rate Detail For Renewing Plans

		Vision FL Humana Vision 130		
Coverage Type	Number Enrolled	Current Rates	New Rates	
Employee	30	\$4.38	\$4.37	
Employee & Spouse	7	\$8.75	\$8.75	
Employee & Child(ren)	9	\$8.31	\$8.31	
Family	6	\$13.07	\$13.06	
Totals	52	\$345.86	\$345.50	



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 20, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2628.19 – Approving the Waste Disposal
Agreement with Wheelabrator South Broward, Inc.

Item Number:

11

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2628.19 as presented.

Background:

The Town's existing agreement with Wheelabrator has expired. Their close proximity to the Town and competitive tipping fees make them the right choice for our waste disposal. Wheelabrator is also a waste to energy plant, which is consistent with our "Going Green" approach to Town services.

The proposed increase in tipping fees is below the three year average Consumer Price Index (CPI) for the region.

Fiscal Impact:

As budgeted in the Fiscal Year.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2628.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A WASTE DISPOSAL AGREEMENT WITH WHEELABRATOR SOUTH BROWARD, INC.; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) provides residential waste collection services for the Town residents and desires to deliver the waste to a waste management/disposal facility outside of the Town; and

WHEREAS, Wheelabrator South Broward, Inc. (“Wheelabrator”) operates a waste disposal facility in Fort Lauderdale, Florida, where it accepts waste for a fee and generates energy from the waste; and

WHEREAS, the Town Council has determined that the Waste Disposal Agreement between the Town and Wheelabrator, attached hereto as Exhibit “A,” (the “Agreement”) is acceptable and will well serve the needs 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. Each of the above-stated recitals are hereby adopted and confirmed.

Section 2. Agreement Approved. The Town Council hereby approves the Waste Disposal Agreement.

Section 3. Implementation. The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

Section 4. Authorization. The Town Manager is authorized to execute the Agreement in substantially the same form as Exhibit "A," subject to the approval of the Town Attorney as to form, content, and legality.

Section 5. 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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 20th day of August, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of 10/01/2019, by and between Wheelabrator South Broward, a Delaware corporation ("Company"), and Town of Golden Beach Florida, a Florida Municipal corporation, a("Hauler"), pursuant to which Hauler may deliver Acceptable Waste (as defined herein) to the resource recovery facility operated by Company and located at 4400 South State Rd 7 Fort Lauderdale, FL 33314 (the "Facility"), in accordance with the following terms and conditions:

1. Delivery of Acceptable Waste. Hauler shall only deliver Acceptable Waste to the Facility subject to the terms and conditions herein. For purposes of this Agreement, Acceptable Waste means all household garbage, trash, rubbish, refuse, normally or which may be hereinafter, collected and disposed of by or on behalf of Hauler, but excluding, without limitation (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; and (f) all other items of waste which Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations.

In addition, the parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.

For purposes of this Agreement, (i) "Unacceptable Waste" means any waste other than Acceptable Waste and (ii) "Hazardous Waste" means (a) any waste identified as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (b) any waste that is mixed with a listed Hazardous Waste as regulated in 40 CFR Part 261.3(a)(2)(iv) or any applicable state or local hazardous waste regulatory program; (c) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (d) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (e) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

2. Manner of Delivery. Hauler shall deliver Acceptable Waste in a clean, orderly, and safe manner during scheduled delivery days and hours and in such manner that the Acceptable Waste will not be spilled or blown on the Facility site, or onto any adjacent roadways. Should any waste be so spilled or blown, Hauler shall promptly, at its sole cost and expense, collect and remove such spilled or blown waste and, if Hauler fails to do so, Hauler shall be liable to Company for all costs of such clean-up by Company. Company may inspect the contents of any vehicle delivering waste to the Facility and may require Hauler, if it delivers Unacceptable Waste or Hazardous Waste to the Facility, to separate all such Unacceptable Waste or Hazardous Waste from Acceptable Waste. In the event Company is required to separate any such Unacceptable Waste or Hazardous Waste, or remove from the Facility and dispose of such Unacceptable Waste or Hazardous Waste, Hauler shall pay Company immediately upon demand for any costs and expenses incurred by Company related to such separation, removal, and disposal. If such separation is impractical, Company may refuse the entire load. Hauler agrees to adhere to Company safety rules and regulations at all times while on the Facility premises. Hauler shall cause the Hauler's Declaration in the form attached hereto as Attachment A to be executed by its authorized representative prior to delivering any Acceptable Waste to the Facility.

3. Facility Access. Company shall have the right to designate certain routes to be used by Hauler to deliver Acceptable Waste to the Facility. Hauler agrees to utilize only those designated routes that Company determines to constitute reasonable direct access to the Facility. Company will take whatever action is necessary to ensure compliance with the above directives, including, without limitation, barring the offending truck from the Facility or termination of this Agreement.

4. Delivery Vehicles. Hauler shall cause all vehicles used for deliveries of Acceptable Waste to the Facility to be self-emptying, in safe and clean condition, in good repair, and in compliance with all applicable requirements of the Department of Transportation. At Company's discretion, Hauler shall use only vehicles with the capability of dumping directly into the Facility's refuse pit. Company may at its discretion install transponders in Hauler's vehicles for the purpose of identifying vehicles entering the Facility. Following installation, Hauler shall not remove or tamper with a transponder.

5. Weighing Procedures. Company may utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Waste to the Facility. Waste vehicles delivering Acceptable Waste to the Facility shall have the name of Hauler and truck number

permanently indicated and conspicuously displayed in a location approved by Company. Each incoming waste vehicle shall be weighed, indicating gross weight, time, Hauler, and truck identification number on a weight record. Each vehicle will also be weighed after unloading or a tare weight will be used at the sole discretion of Company. The weight record for all Acceptable Waste delivered to the Facility shall be determined solely from the Facility's scale operations.

6. Refusal of Delivery; Removal of Waste. Company shall have the right, in its sole discretion, to refuse deliveries of:

- (a) Waste other than Acceptable Waste;
- (b) Any waste delivered at other than the then established receiving hours as posted by Company; or
- (c) Any other Acceptable Waste which Company is unable or unwilling to accept or process for any reason including without limitation, the existence of any past due balances owed by Hauler to Company.

Hauler shall immediately and without delay remove from the Facility at its sole cost and expense and in compliance with all applicable laws any waste refused by Company in accordance with the terms of this Agreement. Hauler shall, in the event Company is required to separate such refused waste, remove it from the Facility, and dispose of such waste, pay Company immediately upon demand for any costs and expenses incurred by Company related to such separation, removal, and disposal.

7. Tip Fee and Payment.

(a) Hauler shall deliver, and Company shall accept, in each year during the term hereof, the number of tons of Acceptable Waste set forth on Attachment C for such year (the "Annual Tons"). Hauler agrees to pay Company the tip fee per ton ("short ton" of 2000 pounds) of Acceptable Waste delivered to the Facility set forth on Attachment C for such year. A minimum charge for one ton of delivered waste shall be charged on each delivery weighing less than one ton. Company shall be entitled to additional payment from Hauler for applicable taxes, and for an equitable adjustment to the tip fee in the event of a change in law or regulation that materially impacts Company's disposal of Acceptable Waste hereunder.

(b) Company will invoice Hauler on a weekly basis. All payments shall be due and payable within ten (10) days after the date set forth on the invoice. All invoices shall be delivered to Hauler electronically at the email address below. Hauler shall provide immediate notice to Company updating the email address for invoicing as necessary.

Hauler accounts payable email address for invoicing:

Regular mail:
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160
Attn: Maria Camacho, Director of Finance & Alexander Diaz, Town Manager

Payments should be made *[insert appropriate electronic payment method: through Company's electronic payment site: <https://epay.wtienergy.com>. /or/ by wire transfer to:*

Bank name: PNC Bank
Bank ABA #: 031207607
Account Name: Wheelabrator Technologies, Inc.
Account #: 8026321183
Account Type: Checking
Reference: Facility name, Invoice, Hauler Account #/#s]

If Hauler is unable to make payment electronically or by wire transfer, Hauler may mail payment to:

PNC Bank
c/o Wheelabrator Technologies Inc.
PO Box 842226
Boston, MA 02284-2226

Company may assess a monthly late fee of 1.5% (18% annually) of any unpaid amount of an invoice accruing from the due date of the invoice, with a minimum monthly charge of \$5.00, or the maximum late fee allowable under applicable law or regulation. Hauler must provide written notice to the Company within ten (10) days following the date set forth on an invoice in order to validly dispute any amounts set forth therein. All invoiced amounts that are not identified as disputed in such notice are deemed accepted by Hauler and shall be due and payable and incur any applicable late fees in accordance with the terms of this Agreement. Following receipt of notice of disputed terms, Company and Hauler shall work in good faith for a period of thirty (30) days to agree upon such disputed amounts. At the end of such thirty (30) day period all disputed amounts shall be immediately due and payable as determined by the Company in its sole discretion. Company may at its discretion assess a fee for correcting invoicing or ticketing errors determined by the Company to result from Hauler error.

Company may suspend service under this Agreement, choose to accept Acceptable Waste from Customer on a “cash-on-delivery” basis only or refuse any Acceptable Waste if any amounts owed by Hauler are not received by the Company as of the payment due date. Hauler shall pay Company’s reasonable investigation costs and attorney’s fees associated with collection of amounts owed by Hauler.

8. Term. The term of this Agreement shall begin on 10/1/2019 and continue through 9/30/2022. Company may terminate this Agreement (a) upon 10 day’s notice to Hauler; or (b) immediately upon notice to Hauler for failure by Hauler to pay any amounts set forth in Section 7 or failure by Hauler to comply with any of its other obligations hereunder. Hauler’s obligation to pay any sum of money due on or prior to the termination or expiration date of this Agreement, and the continuing accrual of any applicable late fees, shall survive the termination or expiration of this Agreement.

9. Indemnity. Hauler hereby agrees, to the maximum extent allowable by law, to indemnify, hold harmless and defend Company, its affiliates, and their respective members, directors, employees, officers and agents, from and against any and all damages, penalties, costs, claims, liabilities, demands, suits, causes of action and expenses (including attorneys’ fees) which may be imposed upon or incurred by Company as a result of (a) personal injury (including death) or property damage to any party, including to the person or property of employees of Hauler or Company, arising out of, resulting from or in any way connected with Hauler’s use of the Facility or entrance upon the Facility premises, including those arising out of any negligent or willful act or omissions of Hauler or its employees, agents or contractors; provided, however, the obligations of this section shall not extend to any such matters arising from the sole negligence of Company; (b) breach or violation by Hauler of any of its obligations, covenants, or undertakings under this Agreement; (c) breach or violation by Hauler of any federal, state, or local environmental laws or regulations in the performance of its obligations under this Agreement; or (d) any act or omission of Hauler under this Agreement that may result in any liability for Company under any federal, state, or local environmental laws or regulations, including, without limitation, any liability arising from the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any similar state laws. The obligations in this Section 9 shall survive the termination or expiration of this Agreement

10. Insurance. Hauler shall at all times during this Agreement maintain in full force and effect the insurance coverages set forth in Attachment B which is attached and made a part hereof, and all other insurance as may be required by applicable state law. Hauler agrees to comply with all terms and conditions set forth on Attachment B.

11. Surety Bond. If requested, Hauler shall provide a corporate surety bond from a surety company acceptable to Company or establish an escrow fund with a financial institution acceptable to Company as security for the performance of services under this Agreement in an amount determined by Company.

12. Applicable Law. The laws of the state of New Hampshire shall govern the validity, interpretation, construction, and performance of the terms and conditions of this Agreement.

13. Compliance with Laws. Hauler shall comply with all federal, state and local laws, regulations and administrative positions. Hauler has, and will renew, all permits, licenses or permissions of governmental authorities necessary in connection with the performance of its obligations hereunder.

14. Assignment. Hauler shall not assign this Agreement or any rights hereunder without written consent of Company. Any purported assignment by Hauler contrary to this provision shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their permitted successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of Hauler, partnerships, spouses, heirs, and personal and legal representatives. Any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of Hauler, shall be required by written agreement in form and substance satisfactory to Company, to expressly assume and agree to perform this Agreement (including the payment of any and all liabilities accrued hereunder) in the same manner and to the same extent that Hauler would be required to perform if no such succession had taken place.

15. Entire Agreement. This Agreement supersedes all earlier agreements, letters, conversations, purchase orders, proposals, memorandums, and other written and oral communications as of the date hereof, and it contains all the terms agreed to by the parties, with respect to the subject matter hereof and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by Hauler and Company.

16. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be effected thereby.

17. Notices. All notices hereunder shall be in writing with notice deemed to be given upon receipt, addressed as follows:

If to Hauler: Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160
Attn: Maria Camacho, Director of Finance & Alexander Diaz, Town Manager

If to Company: Wheelabrator Technologies Inc.
100 Arboretum Drive
Suite 310
Portsmouth, NH 03801
Attn: General Counsel

With a copy to: Wheelabrator Technologies Inc.
100 Arboretum Drive
Suite 310
Portsmouth, NH 03801
Attn: Vice President-Fuel Sourcing

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party. Notice given otherwise than by mailing shall be effective when received.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

WHEELABRATOR SOUTH BROWARD

By: _____
Bruce Stanas
Vice President-Fuel Sourcing

TOWN OF GOLDEN BEACH

By: _____
Name
Title

**ATTACHMENT A
HAULER'S DECLARATION**

As the duly authorized and designated representative of Town of Golden Beach, I hereby certify for myself and for and on behalf of Hauler that:

1. Hauler has been advised and instructed concerning working conditions, including potential hazards and specified rules as described in.

FM-OPS-COR-410-1 Tipping Floor Rules and Procedures for Haulers and Drivers.

2. Hauler acknowledges that it has read the above mentioned policy and has communicated this policy to all employees that will deliver to Wheelabrator facilities.
3. List a contact person and phone number for the representative of Hauler to whom additional safety and health information can be provided, if needed.

Name:

Telephone Number:

Hauler Name: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT B

INSURANCE

During the term of this Agreement, Hauler shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>	
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage	
	Per Occurrence	\$1,000,000
Comprehensive Excess Umbrella	Per Occurrence	\$4,000,000
Workers' Compensation Insurance	Statutory	
Employers' Liability Insurance	Per Occurrence	\$1,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by Hauler in this Agreement.

Prior to disposing of any Acceptable Waste at the Facility, Hauler shall furnish Company certificates of insurance on standard ACORD forms or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Hauler shall furnish Company certificates of insurance on standard ACORD forms, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Wheelabrator South Broward and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of Wheelabrator South Broward and its affiliates as their interest may appear with respect to all policies described herein."

ATTACHMENT C

**ANNUAL TONS AND
TIP FEE PER TON**

Year	Annual Tons	Tip Fee per Ton
10/01/2019-09/30/2020	700	\$66.78/ton
10/01/2020-09/30/2021	700	\$69.45/ton
10/01/2021-09/30/2022	700	\$72.30/ton

In consideration of the tip fee per ton set forth above, Hauler shall deliver, and Company shall accept, in each year during the term hereof, the number of tons of Acceptable Waste listed above for such year (the "Annual Tons"), subject to and in accordance with the terms of this Agreement. A minimum charge for one ton of delivered waste shall be charged on each delivery weighing less than one ton. Company shall be entitled to additional payment from Hauler for applicable taxes, and for an equitable adjustment to the tip fee in the event of a change in law or regulation that materially impacts in any way Company's disposal of Acceptable Waste hereunder. Company may reduce the amount of volume of Acceptable Waste accepted in the event of a scheduled or unscheduled plant outage.

Hauler acknowledges that Attachment C, above, is incorporated in the Waste Disposal Agreement, dated 10/01/2019.