



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** November 15, 2016

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,   
Town Manager

**Subject:** Resolution No. 2470.16 – Variance Request for 587 Ocean Boulevard,  
Golden Beach, FL 33160 (Side Lot Line Setbacks)

Item Number:

3

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### Recommendation:

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2470.16

### Background and History:

Town Code Section 66-136 Side Lot Line Restrictions between adjoining lots (a) lots or any combination of lots with greater than 50 feet of frontage; no portion of any building shall be closer than ten feet from each side property line.

The applicant requested a 5'0" north and south side lot line setback, and has accepted the Building Advisory Board's recommendation of 7'-6", when the code requires a minimum of 10'.

The Building Regulation Advisory Board met Oct 18 2016 and recommended approval of the variance, it was accepted by the applicant, and the motion passed with a Board vote of 3-0.

Letter from 599 Ocean Boulevard in favor.

### Attachments:

- Resolution
- Building Official 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. 2470.16**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 587 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA 33160 TO PERMIT A SIDE SETBACK OF 7'-6" AT THE NORTH AND SOUTH SIDE PROPERTY LINES, WHERE 10' IS PERMITTED.**

**WHEREAS**, the applicant, Future Properties LLC ("the applicant"), filed a Petition for a Variance/exception, Section 66-136 Side Lot Line Restrictions between adjoining lots., to permit a side yard setback at the north and south property lines to be at 7'-6" setback, in lieu of the Town Code requirement of 10' at 587 Ocean Boulevard, Golden Beach, Florida 33160 (Golden Beach Section "A", Lot 22, Block D, as recorded in PB 9-52, of the Public Records of Miami-Dade County, Folio No. 19-1235-001-0550 (the "Property") and ;

**WHEREAS**, the Town's Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended approval of the variance 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 the extension of the proposed dock 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
- (2) In accordance with those certain plans, A1.0 through A3.02, by Kobi Karp Architecture, Interior Design and Planning, Kobi Karp, Architect, AR#0012578 unsealed, and dated 9/9/2016, and the Sketch of Boundary Survey, prepared by Carlos Ibarra, L.S 6770, dated 3/17/2016, for the property located at 587 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 Amy Isackson-Rojas \_\_\_\_\_  
Councilmember Ben Einstein \_\_\_\_\_

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,  
Florida, this 15<sup>th</sup> day of November, 2016

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY















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**TOWN OF GOLDEN BEACH**

**MEMORANDUM**

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**TO:** BUILDING REGULATORY ADVISORY BOARD  
**FROM:** DARIO GONZALEZ, P.E., CBO.  
**SUBJECT:** 587 OCEAN BLVD.  
**DATE:** OCTOBER 18, 2016  
**CC:**

Pursuant to Section 66-41 of the Code of Ordinances, the Acting Building Official reviewed the application filed by the Owner or Legal Representative relating to Variance requests for construction or other work to be performed on, or in connection with, the premises located as indicated in the application, and issues the following recommendation:

- A. Deny a Nonuse Variance to allow for a 5'-0" set back at the north and south property lines in lieu of the 10'-0" required by Town Code, Section 66-136 – "Side Lot Line Restrictions between adjoining lots." Variance requested does not meet all the criteria pursuant to Town Code, Division 2 – Variances, Section 66-41 – "Authorized, general procedure" (Variance Procedure). Specifically,
- (1) The Variance is in fact a Variance from a zoning regulation.
  - (2) No special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same district.
  - (3) This special condition and circumstance resulted from the actions of the applicant.
  - (4) Granting the Variance will confer on the applicant a special privilege that is denied by the Town Code to other lands or structures in the same district.
  - (5) Literal interpretation of the Town Code, Section 66-136, will not deprive applicant of rights commonly enjoyed by other properties in the same district under the terms of zoning regulations and will not constitute an undue hardship on the applicant.
  - (6) The granting of this Variance is not required to make possible the reasonable use of the land or structure.
  - (7) The granting of the Variance will not be in harmony with the general intent and purpose of the Town Code; it will also be detrimental to adjacent neighbors.

If you require further information, please contact this office.



**TOWN OF GOLDEN BEACH  
NOTICE OF PUBLIC HEARING**

The **Building Regulation Board** and the **Town Council** of the Town of Golden Beach will hold a **Public Hearing** on the following proposal:

- (1) Variance Request(s)
- X New Construction

**Request for relief from Town Code Section: 66-136 Side Lot Line Restrictions between adjoining lots.**

(a) or lots or any combination of lots with greater than 50 feet of frontage; no portion of any building shall be closer than ten feet from each side property line.

Request is to allow a 5'.0" side setback at the south and north property lines.

JOB ADDRESS: 587 Ocean Boulevard, Golden Beach, FL.  
 OWNER ADDRESS: 587 Ocean Boulevard, Golden Beach, FL. 33160  
 REQUESTED BY: Jan A. Marks Trust  
 LEGAL DESCRIPTION: Lot 22, Block D, GB Sect A, PB 9-52  
 FOLIO NO.: 19-1235-001-0550

The **BUILDING REGULATION ADVISORY BOARD** will consider this item:

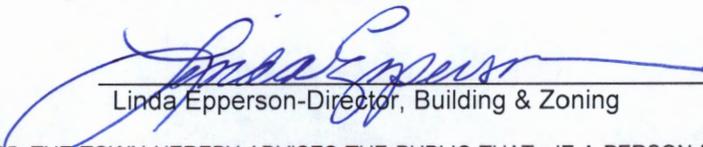
PLACE: GOLDEN BEACH TOWN HALL  
 1 GOLDEN BEACH DR., GOLDEN BEACH, FL.  
 DATE: October 18, 2016 at 6pm

The **TOWN COUNCIL** will consider this item:

PLACE: GOLDEN BEACH TOWN HALL  
 1 GOLDEN BEACH DR., GOLDEN BEACH, FL.  
 DATE: November 15, 2016 at 7pm

If you wish to submit written comments for consideration, they should be submitted to the Office of the Golden Beach Town Manager, prior to the scheduled meeting. If you have any questions regarding the proposed action, you may contact the Building Department at (305) 932-0744

DATED: October 11, 2016

  
 Linda Epperson-Director, Building & Zoning

PURSUANT TO FLA. STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COUNCIL, BOARD OR COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. ANY INDIVIDUAL WHO BELIEVES HE OR SHE HAS A DISABILITY WHICH REQUIRES A REASONABLE ACCOMMODATION IN ORDER TO PARTICIPATE FULLY AND EFFECTIVELY IN A MEETING OF THE BUILDING REGULATION BOARD MUST SO NOTIFY THE TOWN CLERK, AT (305) 932-0744 AT LEAST 24 HOURS PRIOR TO THE DATE OF THE MEETING.



# BERCOW RADELL & FERNANDEZ

ZONING, LAND USE AND ENVIRONMENTAL LAW

Direct: 305-377-6220  
E-Mail: [JBercow@BRZoningLaw.com](mailto:JBercow@BRZoningLaw.com)

Town of Golden Beach  
Building Regulatory Advisory Board  
Hearing Date

OCT 11 2016

VIA HAND DELIVERY

September 13, 2016

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

Ms. Linda Epperson  
Building and Zoning Director  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, FL 33160

Re: Variance Application for 587 Ocean Boulevard, Golden Beach, Florida

Dear Ms. Epperson:

This law firm represents 587 Ocean Boulevard Trust (the "Applicant") the owner of the property located at 587 Ocean Boulevard (the "Property") in the Town of Golden Beach (the "Town"). This letter shall serve as the letter of intent in support of the accompanying Variance application.

Property Information. The Property is located on the east side of Ocean Boulevard and is approximately 15,042 square feet in size. The Miami-Dade County Property Appraiser's Office identifies the Property by Folio No. 19-1235-001-0550. The Property consists of a single platted lot, in an area characterized by properties comprised of more than one platted lots. A single one-story residence constructed in 1950 exists on the Property today.

Variance Request. The Applicant purchased the Property in January 2016 and is proposing to demolish the existing structure and develop a new, modern single family residence. The proposed home will be compatible with the homes in the surrounding area and along the east side of Ocean Boulevard.

It is important to note that the Property is only fifty (50) feet wide, smaller than the majority of properties within this area. Section 66-136 of the Town's Code of Ordinances ("Code") requires any residential building on a lot with greater than 50 feet up to one hundred (100) feet of frontage to be at least ten (10) feet from each side property line. The Property possesses the very smallest lot width on this regulation's lot width spectrum. Accordingly, the regulation disproportionately negatively impacts the

OCT 11 2016

Ms. Linda Epperson  
September 13, 2016  
Page 2

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

Property. Based on this set of circumstances, the Applicant respectfully requests side setback variances for the north and south sides of the Property to permit side setbacks of five (5) feet from the side property lines, where ten (10) feet is required by Code.

Section 66-41 of the Code specifies the precise criteria for approval of a variance. Our analysis of the approval criteria as applied to the requested variance follows.

*(1) The Variance is in fact a Variance from a zoning regulation as set forth within this chapter.*

As indicated above, the Applicant respectfully requests a variance from Section 66-136(a) which requires any building to be located at least ten (10) feet from the side property lines. The Property is the smallest permitted lot width and as a result the required setback disproportionately negatively impacts the Property.

*(2) Special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same district.*

The narrow width of the Property is a special condition which is peculiar to the land. While there are other narrow lots along Ocean Boulevard, these lots also face similar practical difficulties peculiar to their land.

*(3) The special conditions and circumstances do not result from the actions of the applicant.*

The Property is comprised of an entire platted lot and has been the same size for several decades. There is no opportunity to acquire additional property to increase the width of the Property and alleviate the side setback hardship. Accordingly, the special conditions and circumstances do not result from the actions of the Applicant.

*(4) Granting the Variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands or structures in the same district.*

Granting the variance will not confer on the Applicant any special privilege that is denied to other property owners. Other property owners with similarly narrow lots may also apply for hardship variances.

OCT 11 2016

Ms. Linda Epperson  
September 13, 2016  
Page 3

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

- (5) *Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of zoning regulations and would work unnecessary and undue hardship on the applicant.*

Literal interpretation of the Zoning Code would deprive the Applicant of the ability to develop its property in a manner compatible with other properties in the same district. The Property is only fifty (50) feet wide; accordingly, if ten (10) feet setbacks are applied to both the north and south side of the Property, there will be only thirty (30) feet of developable lot width. The regulation renders a significant 40% of the Property essentially undevelopable.

As applied to larger parcels within this district that are one hundred feet in width the regulation results in eighty (80) feet of developable lot width. Eighty (80) feet of developable lot width is a stark contrast to the regulation as applied to the Property. The regulation as applied to those parcels only requires 20% of the land to remain undeveloped setback area. The result of a literal interpretation of this regulation is therefore a disproportionately smaller home that is not compatible with the context of the east side of Ocean Boulevard.

- (6) *The Variance granted is the minimum Variance that will make possible the reasonable use of the land or structure.*

The Variance requested is the minimum variance that will make possible the reasonable use of the land. As previously indicated, the side setback regulation applies to parcels ranging from fifty (50) feet to one hundred (100) feet in width. However, given the case of a one hundred (100) feet wide property, the required side setback is still only ten (10) feet or ten percent (10%) of the lot width on each side. In order to be treated fairly under the Code, a fifty (50) feet wide lot should also be permitted side yard setbacks of ten percent (10%), or five (5) feet. Accordingly, the Applicant respectfully requests a variance to permit side setbacks of five (5) feet which is the minimum necessary for the Property to be developed fairly under the Code.

- (7) *The granting of the Variance will be in harmony with the general intent and purpose of this chapter and the Variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*

The Code recognizes that not all lot widths should be treated the same. Specifically, Section 66-136(b) of the Code adjusts setback requirements for lots over one hundred (100) feet wide to a ten percent (10%) of the lot width. Presumably, this regulation exists in order to ensure compatibility with the surrounding properties. However, in effect, this section acknowledges that ten percent (10%) side yard setbacks are reasonable and in harmony with the general intent and purpose of the Code.

OCT 11 2016

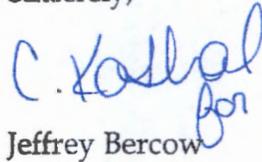
Ms. Linda Epperson  
September 13, 2016  
Page 4

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

Therefore, the Applicant's request for side setbacks, which amount to ten percent (10%) of the lot width, are also reasonable and in harmony with the general intent and purpose of the Code. The variance will permit reasonable development and will not be will not be injurious to the area involved or otherwise detrimental to the public welfare.

Conclusion. The Applicant has carefully considered the attributes that will yield a beautiful and context-sensitive structure on the Property, and incorporated those elements into the proposed structure. Based on the foregoing, we respectfully request the expeditious review and approval of the requested Variance. Should you have any questions or comments, please do not hesitate to phone me at 305.377.6220.

Sincerely,

  
Jeffrey Bercow

Cc: Daniel Nieda, R.A.  
Carli Koshal, Esq.  
Jerry Gavcovich  
Rita and Andrew Rabin

OCT 11 2013

TOWN OF GOLDEN BEACH  
APPLICATION FOR  
BUILDING REGULATION ADVISORY BOARD HEARING

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

Application fee: \_\_\_\_\_

Request hearing in reference to:

New residence/addition: New Residence Variance(s): Side yard setback  
Exterior alterations: \_\_\_\_\_ Other Structure: \_\_\_\_\_  
Date application filed: \_\_\_\_\_ For hearing date: \_\_\_\_\_

1. Project information:

Project description: Variance request relative to proposed new home at  
587 Ocean Boulevard

Legal Description: Lot 22, in Block D, of Section "A" of Golden Beach, according to the map or  
plat thereof, as recorded in Plat Book 9, Page 52 of the Public Records of Miami-Dade County.

Folio #: 19-1235-001-0550

Address of Property: 587 Ocean Boulevard

2. Is a variance(s) required: Yes X No \_\_\_\_\_ How Many? Two (2)  
(If yes, please submit variance application form for each request).

Owner's Name: 587 Ocean Boulevard Trust Phone \_\_\_\_\_ Fax \_\_\_\_\_

Owner's address: 587 Ocean Boulevard City/State Golden Beach, FL Zip 33160

Email address: \_\_\_\_\_

Agent: Jeffrey Bercow / Bercow Radell & Fernandez Phone 305-374-5300 Fax \_\_\_\_\_

Agent's address: 200 S. Biscayne Blvd, Ste 850 City/State Miami, FL Zip 33131

Email address: jbercow@brzoninglaw.com

Architect: Jerry Gavcovich / Kobi Karp Architecture Phone 305.573.1818 Fax \_\_\_\_\_

Email address: jgavcovich@kobikarp.com

Contractor: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

3. Describe project and/ or reason for hearing request: Side setback variances relative to  
proposed new home at 587 Ocean Boulevard

4. The following information is submitted for assisting in review:

Building Plans:

Conceptual: X Preliminary: \_\_\_\_\_ Final: \_\_\_\_\_

Other: \_\_\_\_\_

5. Estimated cost of work: \$ \$5,700,000

Estimated market value of: Land \$ \$4,250,000

Building \$ \_\_\_\_\_

(Note: If estimated cost of work is 40% of the market value of the building an independent appraisal is required).

0011103

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

TOWN OF GOLDEN BEACH  
APPLICATION FOR  
BUILDING REGULATION ADVISORY BOARD HEARING

- 6. Is hearing being requested as a result of a Notice of Violation? No
- 7. Are there any structures on the property that will be demolished? Yes
- 8. Does legal description conform to plat? Yes
- 9. Owner Certification: I hereby certify that I am the owner of record (\*) of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge.

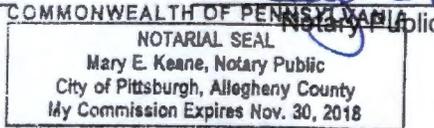
Signature of owner(s): [Signature]  
Jan A. Marks as Trustee for 587 Ocean Boulevard Trust

Acknowledged before me this 12 day of, September 2016

Type of identification:

Personally known to me

[Signature]  
Notary Public



Owner/Power of Attorney Affidavit:

I, being duly sworn, depose and say I am the owner (\*) of the property described in this application and that I am aware of the nature and request for: Variations for side setbacks relative to my property and I am hereby authorizing Jeffrey Bercow / Bercow Radell & Fernandez to be my legal representative before the Building Regulation Advisory Board and Town Council.

[Signature]

Jan A. Marks as Trustee for  
587 Ocean Boulevard Trust

Signature of owner(s)

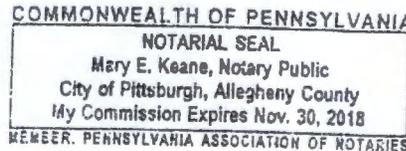
Acknowledged before me this 12 day September 2016

Type of identification:

Personally known to me

[Signature]  
Notary Public

(\*) If owner of record is a corporation then the president with corporate seal, the president and the secretary (without corporate seal), or duly authorized agent for the corporation may execute the application, proof that the corporation is a corporation in good standing.



OCT 11 2016

TOWN OF GOLDEN BEACH  
APPLICATION FOR  
BUILDING REGULATION ADVISORY BOARD HEARING

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
HEARING REQ: \_\_\_\_\_

Property Address: 587 Ocean Boulevard  
Legal Description: See Exhibit A  
Owner's Name: 587 Ocean Boulevard Trust Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Agent's Name: Jeffrey Bercow / Bercow Radell Fernandez Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Board Meeting of: \_\_\_\_\_

- NOTE: 1. Incomplete applications will not be processed.  
2. Applicant and/or architect must be present at meeting.

Application for: Side setback variances relative to proposed new home at 587 Ocean Boulevard  
Lot size: 50' X 300'-10"  
Lot area: 15,042 SF  
Frontage: 50'  
Construction Zone: ZONE 1  
Front setback: 60' FOR MAIN HOUSE / 20' FOR GUESTHOUSE  
Side setback: 10' REQUIRED / 5' PROPOSED  
Rear setback: 148'-1" to BULKHEAD LINE  
Coastal Construction: Yes  No \_\_\_\_\_ East of coastal const. control line: Yes  No \_\_\_\_\_  
State Road A1A frontage: yes - 50'  
Swimming pool:  Yes \_\_\_\_\_ No \_\_\_\_\_ Existing: to be removed Proposed:   
Fence Type: masonry & stucco Existing:  Proposed:   
Finished Floor elevation N.G.V.D.: 9'-0" at ground level & 21'-0" at main (first) habitable level  
Seawall: \_\_\_\_\_ Existing:  Proposed: \_\_\_\_\_  
Lot Drainage: Swales & structures drainage to be designed by civil engineer  
How will rainwater be disposed of on site? drainage structures (French Drains) with catch basins & yard drains will be provided  
Adjacent use (s): single family house to each side  
Impervious area: 7,224 SF  
% of impervious area: 48%  
Existing ground floor livable area square footage: 2,868 SF TO BE DEMOLISHED  
Proposed ground floor livable area square footage: 3,090 SF (LEVEL 1) OVER 1090 SF @ GROUND LEVEL  
Existing 2<sup>nd</sup> floor livable area square footage: N/A  
Proposed 2<sup>nd</sup> floor livable area square footage: 2,563 SF  
Proposed % of 2<sup>nd</sup> floor over ground floor: 83%  
Vaulted area square footage: N/A  
Vaulted height: N/A  
Color of main structure: WHITE & LIGHT GREY  
Color of trim: GREY  
Color & material of roof: N/A (FLAT ROOF)  
Building height (above finished floor elevation): 27'-6" ABOVE LEVEL 1 TO ROOF DECK  
Swale: (Mandatory 10'-0" from edge of payment, 10 ft. wide x 1 ft. deep minimum): 1'-0"  
Existing trees in Lot: 8 in Swale: \_\_\_\_\_  
Proposed trees in Lot: SEE LANDSCAPE PLANS in Swale: \_\_\_\_\_  
Number & type of shrubs: SEE LANDSCAPE PLANS  
Garage Type: ENCLOSED Existing: \_\_\_\_\_ Proposed:   
Driveway width & type: 11' WIDE WITH GREY STONE PAVERS

Signature of Applicant: [Signature] Date: 9/12/16

OCT 11 2016

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

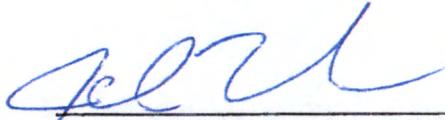
TOWN OF GOLDEN BEACH  
ACKNOWLEDGEMENT and AFFIDAVIT BY OWNER  
Chapter 46 Waterways of the Code of Ordinances  
Article IV Seawalls and Docks.

Affidavit by Owner:

Folio No.: 19-1235-001-0550 Address: 587 Ocean Boulevard

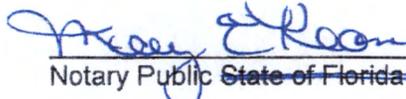
Legal Description: See Exhibit A

Being duly sworn, deposes and says: That He/She is the Owner named in the permit application for construction or other related work to be performed on, or in connection with, the premises, as indicated above, and is in agreement that granting of a permit for construction on said premises, agrees to repair, or replace said seawall in question, to a conforming 4 foot elevation and to replace/and or repair any deteriorated seawall or portion thereof, as required by the Town's Code of Ordinances, Article IV "Seawalls and Docks, The Dept. of Environmental Resource Management, and the Florida Building Code 2010.

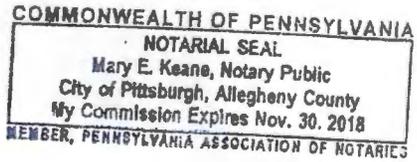


Signature of Owner or Legal Representative  
Print Name: Jan A. Marks as Trustee for 587 Ocean Boulevard Trust

Sworn to and subscribed before me this Sept. 12 day of, 20 16

  
Notary Public State of Florida at Large

Personally know to me       Produced Identification



OCT 11 2016

TOWN OF GOLDEN BEACH  
BUILDING REGULATION ADVISORY BOARD  
APPLICATION FOR  
PETITION FOR VARIANCE

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

Date: \_\_\_\_\_

Fee: \_\_\_\_\_

Jan A. Marks as Trustee for  
I, 587 Ocean Boulevard Trust hereby petition the Town of Golden Beach for a variance  
from the terms of the Town of Golden Beach Code of Ordinances affecting property located at:  
587 Ocean Boulevard Folio No. 19-1235-001-0550

As specified in the attached "Application for Building Regulation Advisory Board" and related supporting material.

1. The Variance requested is for relief from the provisions of (list section number(s) of the Town of Golden Beach Code of Ordinances): The Applicant respectfully requests variances from Section 66-136 (a) which requires any building to be located at least ten (10) feet from the side property lines. See letter of intent for additional information.
  
2. In order to recommend the granting of the variance, it must meet all the following criteria (please provide a response to each item):
  - a. The Variance is in fact a Variance from a zoning regulation as set forth within the Zoning Chapter of the Town Code. Section 66-136 (a) is related to setbacks from the side property lines. See letter of intent for additional information.
  
  - b. Special conditions and circumstances exist which are peculiar to the land or structure involved, and which are not applicable to other lands or structures in the same district. The property is only fifty (50) feet in width, significantly narrower than the majority of lots on the east side of Ocean Boulevard, and, in fact, the majority of properties in the Town. Accordingly, the property is disproportionately negatively impacted by the Town's side setback regulations. See letter of intent for additional information.
  
  - c. The special conditions and circumstances do not result from the actions of the applicant. The property is comprised of an entire platted lot and has existed at its current size for several decades.
  
  - d. Granting the Variance requested will not confer on the applicant any special privilege that is denied by the Zoning Chapter of the Town Code to other lands or structures in the same district. Granting the variance will not confer on the applicant any special privilege that is denied to other property owners. Other property owners with similar hardships may also apply for a variance.

OCT 11 2016

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

TOWN OF GOLDEN BEACH  
BUILDING REGULATION ADVISORY BOARD  
PETITION FOR VARIANCE

3. Literal interpretations of the provisions of the Zoning Chapter of the Town Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of zoning regulations and would work unnecessary and undue hardship on the applicant. Literal interpretation of the Zoning Code would deprive the applicant of the ability to develop its property in a manner compatible with other properties in the same district. See letter of intent for additional information.
4. The Variance granted is the minimum Variance that will make possible the reasonable use of the land or structure. The Variance granted is the minimum Variance that will make possible the reasonable use of the land or structure. See letter of intent for additional information.
5. The granting of the Variance will be in harmony with the general intent and purpose of the Town Code and the Variance will not be injurious to the area involved or otherwise detrimental to the public welfare. The granting of the Variance will be in harmony with the general intent and purpose of the Town Code will not be injurious to the area involved or otherwise detrimental to the public welfare. See letter of intent for additional information.

Does the Variance being requested comply with all the above listed criteria?  
 Yes  No

6. Our code states that submission of a written statement is invited and encouraged. Has the applicant (petitioner) explained the variance to the owners of the nearest adjacent residences and sought their approval in writing?  Yes  No.  
Please attach any written letters of no objection to this petition.
7. Is this request related to new construction?  Yes  No
8. Is construction in progress? No
9. Is this request as a result of a code violation? No
10. Did this condition exist at the time property was acquired?  Yes  No
11. Is this request sought as a remedy to a case to be heard, or action taken by the Special Magistrate? No
12. Do you have a building permit?  Yes  No  
Building Permit No. \_\_\_\_\_ Date issued: \_\_\_\_\_

OCT 11 2016

TOWN OF GOLDEN BEACH  
BUILDING REGULATION ADVISORY BOARD APPROVED  
PETITION FOR VARIANCE DISAPPROVED  
AFFIDAVIT BY OWNER VARIANCE REQ:

Affidavit by Owner for Variance Request(s):

Folio No.: 19-1235-001-0550 Address: 587 Ocean Boulevard

Legal Description: See Exhibit A

Being duly sworn, deposes and says: That He/She is the Owner named in the application for Building Advisory Board for the hearing date of \_\_\_\_\_ relating to Variance requests for construction or other work to be performed on, or in connection with, the premises located as indicated in the application.

I acknowledge notification by The Town of Golden Beach, that granting of a variance(s) by The Town Council, is conditioned on the following:

1. That a Building Permit for the contemplated work pursuant to the Variance must be issued within two (2) years from the date of the approval of the Resolution granting such variance request.
2. If a Building Permit is not issued within the two (2) year time limit set then the Resolution granting the Variance approval will be null and void.
3. That as the applicant, and at my own expense, I shall record a certified copy of the Resolution in the public records of Miami-Dade County and return two (2) certified copies to the Golden Beach Town Hall for inclusion into my property records.

[Signature]  
Signature of Owner or Legal Representative

Sworn to and subscribed before me this Sept. 12 day of, 20 16

[Signature]  
Notary Public ~~State of Florida at Large~~

Personally know to me       Produced Identification

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Mary E. Keane, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Nov. 30, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

OCT 11 2016

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

CFN: 20160044200 BOOK 29935 PAGE 1958  
DATE: 01/25/2016 09:06:39 AM  
DEED DOC 28,800.00  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by:

Andrew E. Feldman  
Clear Title Services, Inc.  
1111 Kane Concourse Suite 209  
Bay Harbor Islands, FL 33154  
305-865-5718  
File Number: 16-0112 Archer

Return To:

David Weisman, Esq.  
Greenspoon Marder, P.A.  
200 E. Broward Blvd  
Suite 1800  
Ft. Lauderdale, FL 33301

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 22 day of **January, 2016** between **Irene J. Archer, a single woman** whose post office address is **1111 Kane Concourse, Suite 209, Bay Harbor Islands, FL 33154**, grantor, and **Jan A. Marks as Trustee of the 587 Ocean Boulevard Trust dated December 25, 2015** whose post office address is **587 Ocean Blvd, Golden Beach, FL 33160**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

**Lot 22, in Block D, of SECTION "A" OF GOLDEN BEACH, according to the map or plat thereof, as recorded in Plat Book 9, Page 52. of the Public Records of Miami-Dade County, Florida.**

**Parcel Identification Number: 19-1235-001-0550**

**SUBJECT TO:**

- 1) Taxes for the year 2016 and subsequent years and all applicable zoning ordinances and governmental regulations.**
- 2) Restrictions, limitations, and easements of record, if any, but without the intention of reimposing same.**

**The Trustee is herewith granted all of the land trust powers contained under Section 689.073(1) of the Florida Statutes including power and authority either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this instrument.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

OCT 11 2016

CFN: 20160044200 BOOK 29935 PAGE 1959

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
VARIANCE REQ: \_\_\_\_\_

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2015**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Andrew Feldman  
Witness Name: Andrew Feldman

Irene J. Archer  
Irene J. Archer

Barbara L. Hammer  
Witness Name: Barbara L. Hammer

State of Florida  
County of Miami-Dade

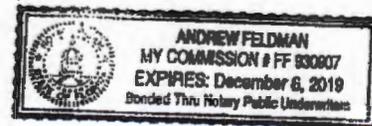
The foregoing instrument was acknowledged before me this 21 day of January, 2016 by Irene J. Archer, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

Andrew Feldman  
Notary Public

Printed Name: Andrew Feldman

My Commission Expires: \_\_\_\_\_



September 25, 2016

Ms. Linda Epperson  
Building and Zoning Director  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, FL 33160

Re: Proposed Single-Family Residence to be located at 587 Ocean Boulevard,  
Golden Beach, Florida – Letter of Support

Dear Ms. Epperson:

I represent the owner of the property at 599 Ocean Boulevard, Golden Beach, the property immediately to the north of 587 Ocean Boulevard. I have spoken with Andy and Rita Rabin and have reviewed the plans and renderings for their proposed single-family residence. I understand the requests for side setback variances and building approval and support the overall design of the home. The proposed home is beautifully designed and will be a welcome addition to the neighborhood.

Based on the foregoing, I fully support 587 Ocean Boulevard Trust's requests for side setback variances and building approval, and urge the BRAB and Town Council to grant the requests.

Sincerely,

A handwritten signature in blue ink, appearing to be 'R. Rabin', written in a cursive style.

On behalf of Oliva Investments Ltd.

OLIVIA INVESTMENTS LTD  
599 GOLDEN BEACH DRIVE.  
GOLDEN BEACH, FL. 33160

ERIC & PAMELA COHEN  
600 GOLDEN BEACH DRIVE  
GOLDEN BEACH, FL. 33160

CAROLYN TRAVIS GILSON  
601 OCEAN BOULEVARD  
GOLDEN BEACH, FL.

SCOTT BASSMAN &  
NICOLE DUBOFF  
610 OCEAN BOULEVARD  
GOLDEN BEACH, FL. 33160

VILLA DENIZ LLC  
605 OCEAN BOULEVARD  
GOLDEN BEACH, FL. 33160

KENNETH AND RHODA ISRAEL  
615 OCEAN BOULEVARD  
GOLDEN BEACH, FL. 33160

SIDNEY AND SANDA LEVY  
577 OCEAN BOULEVARD  
GOLDEN BEACH, FL. 33160

RONALD D. & MARYROSE TRAPANA  
561 OCEAN BOULEVARD  
GOLDEN BEACH, FL. 333160

GOLDEN BEACH 555 CORP.  
20801 BISCAYNE BLVD., STE 400  
AVENTURA, FL. 33180

KEREN B. SHIMON  
4000 WILLIAMS ISLAND BLVD., 2FL  
AVENTURA, FL. 33160

ELIZABETH SHAPKIN  
570 OCEAN BOULEVARD  
GOLDEN BEACH, FL. 33160

RICHARD & GLORIA WURMAN  
584 OCEAN BOULEVARD  
GOLDEN BEACH, FL. 33160



**TOWN OF GOLDEN BEACH**  
1 Golden Beach Drive  
Golden Beach, Fl. 33160

**Summary Minutes**  
**BUILDING REGULATION ADVISORY BOARD**  
**October 18, 2016 at 6pm**

- A. **CALL MEETING TO ORDER:** 6:05pm
- B. **BOARD ATTENDANCE:** Eric Cohen, Isaac Murciano and Zvi Shiff
- C. **STAFF ATTENDANCE:** Town Manager Alexander Diaz, Building Official Dario Gonzalez
- D. **APPROVAL OF MINUTES:**
- E. **REQUEST FOR ADDITIONS, DEFERRALS, DELETIONS & WITHDRAWALS**
- F. **VARIANCE REQUEST(S):**

- 1. Future Properties LLC  
2772 SE 13<sup>th</sup> Court  
Pompano Beach, FL. 33062

Property Address: 495 Ocean Boulevard, Golden Beach, FL. 33160  
Folio No: 19-1235-002-0630

Building Official comments were entered into record  
Town Manager Diaz spoke on this item.

461 Ocean – Herbert Tobin – spoke with the Town Manager – Council should legalize the setbacks so that a variance is not required.

- 1. Relief from Town Code Section 66-102 Minimum lot and swale elevations; grades
  - (a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. except for lots abutting Ocean Boulevard where the minimum elevation shall be 12 inches above the crown of the road, and the maximum elevation shall not exceed an elevation of 11 feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road adjacent to the lot.  
Request is for varying grade elevations at the rear yard terrace property to be at elevations of 12.0 through 13.91 NGVD, not to exceed 13.91' N.G.V.D. when the code requires a maximum height of 11' N.G.V.D.

A motion to table was made by Eric Cohen, Seconded by Isaac Murciano

On roll call: Isaac Murciano – Aye, Eric Cohen-Aye and Zvi Shiff-Aye

Motion passed 3 – 0

**2. Relief from Town Code Section 66-136 Side Lot Line Restrictions between adjoining lots. (495 Ocean Boulevard)**

(b) Or lots or any combination of lots with greater than 50 feet of frontage; no portion of any building shall be closer than ten feet from each side property line.

Request is to allow a 7'-6" side setback at the south and north property lines.

In accordance with Town Code Section 66-41, "authorized, general procedure", pertaining to variances, the board considered all evidence and testimony presented by the applicant, the public and the Town and made a finding that the applicant has complied with the seven criteria.

A motion was made to recommend approval by Eric Cohen, and Seconded by Isaac Murciano

On roll call: Eric Cohen-Aye, Isaac Murciano-Aye, Zvi Shiff-Aye

Motion to recommend approval passed 3 – 0

2. Samuel and Michelle Ohev Zion  
263 Ocean Boulevard  
Golden Beach, FL. 33160

Property Address: 263 Ocean Boulevard, Golden Beach, FL. 33160  
Folio No: 19-1235-003-0260

Building Official comments entered into record  
Domo Architecture and Design spoke on behalf of the applicant  
Town Manager Diaz spoke on this item

**Relief from Town Code Section 66-102 Minimum lot and swale elevations; grades**

(a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. except for lots abutting Ocean Boulevard where the minimum elevation shall be 12 inches above the crown of the road, and the maximum elevation shall not exceed an elevation of 11 feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road adjacent to the lot.

Request is for varying site grade elevations to be at elevations of 12.15' through 13.0' NGVD when the code permits 11.0 feet NGVD and the lowest finished floor elevation to be at 13.5 feet NGVD, when the code contemplates for the finish floor elevations to not exceed 10.0 feet as a means of providing appropriate transitions to adjacent grades and the maximum permitted site elevation of 11.0 feet NGVD.

A motion to table was made by Eric Cohen, Seconded by Isaac Murciano

On roll call: Isaac Murciano – Aye, Eric Cohen-Aye and Zvi Shiff-Aye

Motion passed 3 – 0

3. Jan A. Marks Trust  
587 Ocean Boulevard  
Golden Beach, FL. 33160

Property Address: 587 Ocean Boulevard, Golden Beach, FL.

Folio No.: 19-1235-001-0550

Building Official Comments read into record

Town Manager Diaz spoke on this item

Attorney Jeffrey Bercow spoke on behalf of the applicant

Relief from Town Code Section 66-136 Side Lot Line Restrictions between adjoining lots.

(c) or lots or any combination of lots with greater than 50 feet of frontage; no portion of any building shall be closer than ten feet from each side property line.

Request is to allow a 5.0" side setback at the south and north property lines.

In accordance with Town Code Section 66-41, "authorized, general procedure", pertaining to variances, the board considered all evidence and testimony presented by the applicant, the public and the Town and made a finding that the applicant has complied with the seven criteria.

A motion was made to recommend approval by Eric Cohen, and Seconded by Isaac Murciano

1. Conditioned on the side setback at the south and north property lines to be increased to 7'-6"

On roll call: Eric Cohen-Aye, Isaac Murciano-Aye, Zvi Shiff-Aye

Motion to recommend approval passed 3 – 0

**G. OLD BUSINESS:**

4. Jan A Marks Trs.  
120 5<sup>th</sup> Avenue, Suite 2900  
Pittsburgh, PA 15222

Property Address: 307 Ocean Boulevard, Golden Beach, FL. 33160

Folio No: 19-1235-002-0490

Approval of exterior modifications and new landscape

A motion to table was made by Eric Cohen, Seconded by Isaac Murciano

On roll call: Isaac Murciano – Aye, Eric Cohen-Aye and Zvi Shiff-Aye

Motion passed 3 – 0

**H. NEW BUSINESS:**

5. N Parkway Land LLC  
21500 Biscayne Blvd., # 301  
Aventura, FL 33180

Property Address: 534 North Parkway St., Golden Bch, FL. 33160  
Folio No: 19-1235-005-0750

Approval for construction of a new two-story single-family residence, with a new pool, and pool deck and approval of the landscaping design.

A motion to table was made by Eric Cohen, Seconded by Isaac Murciano

On roll call: Isaac Murciano – Aye, Eric Cohen-Aye and Zvi Shiff-Aye  
Motion passed 3 – 0

**I ITEMS FOR DISCUSSION AND BOARD APPROVAL**

**J. ADJOURNMENT**

PURSUANT TO FLA. 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 SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES 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.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** November 15, 2016

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Lissette Perez,   
Town Clerk

**Subject:** **Town Council Minutes**

Item Number:

4 & 5

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached minutes of the Town's September 20<sup>th</sup>, 2016 Final Budget Hearing & Special Town Council Meeting and October 25<sup>th</sup>, 2016 Special Town Council Meeting.



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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**Official Minutes for the September 20, 2016  
Final Budget Hearing & Special Town Council Meeting called for 7:00 P.M.**

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### A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:02 p.m.

### B. ROLL CALL

**Councilmember's Present:** Mayor Glenn Singer, Vice Mayor Kenneth Bernstein, Councilmember Judy Lusskin, Councilmember Amy Isackson-Rojas, *Councilmember Bernard Einstein (arrived during Item D1)*

**Staff Present:** Town Manager Alexander Diaz, Town Clerk Lissette Perez, Town Attorney Steve Helfman, Finance Director Maria D. Camacho, Chief of Police Rudy Herbello, Lt. Yovany Diaz, Facilities & Maintenance Director Ken Jones, Building Director Linda Epperson, Landscape Architect Kathy O'Leary Richards

### C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

*\*\*\* Mayor Singer asked for a moment of silence in memory of Officer Christopher Lambert who passed away \*\*\**

### D. ADOPTION OF FINAL MILLAGE AND FINAL BUDGET FOR FISCAL YEAR 2016/2017 (TIME CERTAIN ITEM)

**Attorney Helfman** stated that both items would be read at the same time, have discussion and open hearing on both of them simultaneously, and then they would be voted on separately.

#### 1. **A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2016 through September 30, 2017**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1

Resolution No. 2461.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2461.16

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

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>
Councilmember Luskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

**Town Manager** gave a brief presentation of the budget and the projected revenues and expenditures.

**2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2016 through September 30, 2017**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2462.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2462.16

(\*\*\* To view the budget document, visit [www.goldenbeach.us/finance-department](http://www.goldenbeach.us/finance-department), and click on the links to view on the side of the page)

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

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>
Councilmember Luskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>

Councilmember Amy Isackson-Rojas Aye

The motion passed.

## **E. PRESENTATIONS / TOWN PROCLAMATIONS**

None

## **F. MOTION TO SET THE AGENDA**

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

**Town Manager** – stated that on Item #P6 the title should read only one amendment, not amendment 1 and 2, so we are striking and 2 out. Also, the budget transfer backup was not included with item P6, it is being provided now.

**Town Manager** – stated that the item for workshop purposes is the one that was emailed out today and provided at the dais.

Consensus vote 5 Ayes, 0 Nays

## **G. GOOD AND WELFARE**

None

## **H. MAYOR'S REPORT**

Extended his condolences for the passing of Officer Christopher Lambert  
Congratulated the staff on the budget book and keeping the millage rate the same.  
Commended staff for keeping the Town looking some clean and pristine always.  
Spoke on the Town's 5K race, scheduled for that coming Sunday – encouraging all residents to attend.

\*\*\*\* **Chief Herbello** took a moment to say some words on Officer Christopher Lambert.

## **I. COUNCIL COMMENTS**

### **Councilmember Rojas**

No comments

### **Vice Mayor Bernstein**

Extended his condolences to Officer Lambert's family.

### **Councilmember Einstein**

Extended condolences to Officer Lambert's family.

Congratulated the staff on the budget book.

Also mentioned that there were people using the town's tennis courts without shirts on, and he wasn't sure what the dress code for the tennis courts is, but wanted to mention this. Commented on the new landscaping in Town, particularly in North Park being very noticeable, and that it is really great.

**Councilmember Lusskin**

Mentioned that it would be nice to have a resident’s only meet and greet some time soon.

**J. TOWN MANAGER REPORT**

Also extended his condolences to the Lambert family.  
Publicly thanked Sheila Pirrone for being there for him and his family during that difficult time. Thanked the Mayor and Council for allowing the staff to be there as well.  
Spoke on the 5K race, reminding that one lane of A1A will be closed during the event.  
Mentioned a mistake that Councilmember Einstein found in the newsletter over the weekend - The Town does provide curbside service.  
Town’s weekly ZIKA spraying program is still going strong. Will continue the program through the middle of October.  
Starting October 1<sup>st</sup>, the Building Department will be closed at noon for business.  
Town hall will be closed the last week of the year.

**K. TOWN ATTORNEY REPORT**

**L. ORDINANCES – SECOND READING**

**3. An Ordinance of the Town Council Amending the “Rules of Procedure” to Define the Number of Members to be Present at Board Meetings for Quorum to Exist.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING ARTICLE III, “BOARDS, COMMITTEES, COMMISSIONS,” DIVISION 3, “BUILDING REGULATION ADVISORY BOARD,” SECTION 2-80 “RULES OF PROCEDURE” TO DEFINE THE NUMBER OF MEMBERS TO BE PRESENT AT BOARD MEETINGS FOR QUORUM TO EXIST; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Ordinance No. 570.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 570.16

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Rojas.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

**Town Manager** stated that this is just a housekeeping item. Town is having difficulty establishing quorum for these meetings. This policy does not apply to variances, only to the design/review process. When projects cannot go before the board, projects cannot begin the permitting process, which means the Town is going to experience a dip in the number of permits being pulled.

**M. ORDINANCES - FIRST READING**

None

**N. QUASI JUDICIAL RESOLUTIONS**

None

**O. CONSENT AGENDA**

**4. A Resolution of the Town Council Approving the Use of LETF monies for the retrofit of a Police Command Post Vehicle.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE RETROFIT OF THE COMMAND POST POLICE VEHICLE AND THE USE OF THE LETF TO EQUIP THE VEHICLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2463.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2463.16

**5. A Resolution of the Town Council Authorizing the Purchase and Equipping of A New Police Vehicle.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF CHEVROLET SILVERADO POLICE VEHICLE AND THE USE OF THE LETF TO PURCHASE AND EQUIP THE VEHICLE ; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2464.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2464.16

\*\*\*\* **Town Manager** stated that Item #O4 is only for the retrofitting of the vehicle, not the purchase of the vehicle because it was donated – the item will be changed accordingly.

Motion to approve was made by Vice Mayor Bernstein, seconded by Councilmember Lusskin.

Consensus vote 5 Ayes 0 Nays. Items O4 – O5 pass.

**P. TOWN RESOLUTIONS**

**6. A Resolution of the Town Council Approving Amendment #1 to the 2015-2016 Fiscal Year Operating Budget for the Purposes of Awarding Employee Bonuses and Amending the Originally Adopted Budget.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2015-2016 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSES OF AWARDED EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2465.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2465.16

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Rojas.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

**Town Manager** stated that these bonuses are a little bit less than last year's total bonuses. In addition to the bonuses, there is an amendment to the budget, adding revenues to certain lines and adjusting some expenditures as well.

## Q. LANDSCAPE ORDINANCE WORKSHOP CONTINUATION

- Reconvening as of Section 52-40. – Landscape Maintenance (page 22)

**Town Attorney** began the discussion as pg. 25, where the Council left off at the previous workshop.

**Town Attorney** referred back to pg. 11, under applicability – where Vice Mayor Bernstein had some concerns about the language. Stated that the deterioration portion will be taken out, but the applicability portion will be left in. Will deal with deterioration under the maintenance section.

**Town Attorney** stated that this ordinance is the vehicle to allow the Manager and staff to begin to get properties to come into compliance.

**Town Attorney** spoke on the section concerning swale regulations. Asked if the Council would like to insert into the code other prohibitive materials or leave that up to the building advisory board.

**Council** asked for a basic plan to be drafted with prohibitive materials that are not allowed in the right-of-way.

**Town Attorney** went over the section of irrigation and drainage.

**Town Manager** brought up the subject of landscape lighting. The code is silent as it relates to lighting. Urged council to consider requiring some form of landscape lighting, for the safety of the residents and the officers.

**Council** agreed that something should be added to the code to that effect.

**Councilmember Lusskin** stated that some thought needs to be put in to the lights used in the landscaping, such as LED vs. fluorescents.

**Town Attorney** spoke on gazebo's asking if Council wants to increase the maximum size of a gazebo depending on the size of the lot.

**Town Attorney** told Council that he would draft something and come back on first reading with options for gazebo sizes.

## R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:  
None Requested

Vice Mayor Kenneth Bernstein:  
None Requested

Councilmember Bernard Einstein:  
None Requested

Councilmember Amy Isackson-Rojas:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Town Manager Alexander Diaz  
None Requested

\*\*\*\* Mayor and Town Manager asked to move the October Council meeting because they will both be at a conference. **Council** agreed to move the council meeting to October 25<sup>th</sup>, 2016.

**S. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Councilmember Rojas, seconded by Councilmember Lusskin.

The meeting adjourned at 9:26 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Minutes for the October 25, 2016  
Special Town Council Meeting called for 7:00 P.M.

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### A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:03 p.m.

### B. ROLL CALL

**Councilmember's Present:** Mayor Glenn Singer, Councilmember Judy Lusskin, Vice Mayor Kenneth Bernstein, Councilmember Amy Isackson-Rojas

**Councilmember Not Present:** Councilmember Bernard Einstein

**Staff Present:** Town Manager Alexander Diaz, Town Clerk Lissette Perez, Town Attorney Steve Helfman, Finance Director Maria D. Camacho, Lt. Yovany Diaz

### C. PLEDGE OF ALLEGIANCE

Lt. Diaz led the Pledge of Allegiance

### D. PRESENTATIONS / TOWN PROCLAMATIONS

RECOGNITION OF OFFICER OF THE THIRD QUARTER – Sergeant Leila Perez

### E. MOTION TO SET THE AGENDA

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

**Town Manager** stated that Item #P6 was being added to the agenda.

Consensus vote 4 Ayes 0 Nays. Motion to add Item #P6 passed.

**Town Manager** also presented the Council with their annual \$1.00 payment for service on the Council.

### F. GOOD AND WELFARE

None

### G. MAYOR'S REPORT

Spoke on his attendance at the International Association of Chief of Police's Conference in San Diego, California along with the Town Manager, Police Chief and Police

Lieutenant – congratulating former Golden Beach Police Chief DeLuca on his ascendance to president of the association.

Making progress with the Town Manager on the bond refinancing – hoping to have something to present to the Council at the next council meeting.

Reminded residents of the upcoming Halloween event, encouraging all to attend.

## **H. COUNCIL COMMENTS**

### **Vice Mayor Bernstein**

Spoke on Zika and the flooding during high tide – feels that it needs to be addressed faster and on a bigger scale. Would like to get some kind of resolution to it.

### **Councilwoman Lusskin**

Spoke on the hurricane shutter ordinance. Received several phone calls from residents concerned about leaving their shutters up while they are away.

Reminded everyone that there will be a Veteran's Day event at Golden Beach on Friday, November 11<sup>th</sup>.

### **Councilwoman Rojas**

Thinks that a big contributor to the water/zika problem are the construction sites and pools that are full of water. Not really easily visible unless there is an inspection done once or twice a week.

\*\*\*\* **Mayor Singer** asked the Town Attorney to give a report on the water/zika issues in town prior to the Town Manager's report.

## **I. TOWN MANAGER REPORT**

Spoke on the zika issues in Town. This year's king tide events were higher than usual, however the Town's pumps did work well. Even during the king tides, not even a drop of water came in through the Town's grates at Center Island – all of the flooding on Center Island came from ground water that was seeping up from the ground.

Advised that a few weeks ago he accepted Building Official Dan Nieda's resignation and appointed Dario Gonzalez as the Interim Building Official. All planning and zoning matters will now be addressed by the Town's planner, Michael Miller & Associates. Also tasked CAP Builders to take every single open permit and project in the community to review them for compliance, and to look at the TCO's and CO's that have been issued in the last 18 months for accuracy. Brought back Mr. Chuck Evers to perform building inspection duties. Asked the Town Attorney to look at the Town's code to see where it is silent and weak and to look at the Town's use of NGVD and change it to NAVD as it is the national standard. Publicly stated that Linda Epperson has done an exceptional job in keeping the building department together, thanked her for her service to the Town.

Reminded residents of the election next year, with qualifying the first week of January. And, reminded the residents that Town Hall will be closed the last week of the year.

## **J. TOWN ATTORNEY REPORT**

Stated that there are a few different options for the Town concerning the standing water in Town. The Mayor did issue an executive order a few months back calling for the

Town to come onto the property and remove the water, if there is standing water on the property. That's a short-term resolution.

Long-term problems with in particular, Ms. Shaheen's property – the Town, in good faith, drafted an agreement with the property owner who agreed to bring the property to compliance in 90 days. The Town was told that the owner's daughter had become gravely ill and they were unable to attend to this issue. What the Town has done is be more aggressive, following up with all of the outstanding code violations – which include leaving standing water on the property. There are fines that have already accumulated, and additional fines that accumulate every day, in an amount of approximately \$300,000. We hope this will be enough of a push to get the property owner to do something. If that's not effective, Attorney stated that his recommendation will be to file an emergency action and have the court declare that it is an unsafe property and order that it be demolished or cleared and free of standing water.

#### **K. ORDINANCES – SECOND READING**

None

#### **M. ORDINANCES - FIRST READING**

- 1. An Ordinance of the Town Council Amending the “Land Development Regulations” to Address Landscaping and Drainage Requirements in Town.**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, TO AMEND SUBPART B, “LAND DEVELOPMENT REGULATIONS” OF THE TOWN'S CODE OF ORDINANCES TO ADDRESS LANDSCAPING AND DRAINAGE REQUIREMENTS BY AMENDING CHAPTER 50 “BUILDINGS AND BUILDING REGULATIONS”; CREATING CHAPTER 52 “LANDSCAPING”; AMENDING CHAPTER 58 “DEVELOPMENT STANDARDS” AND CHAPTER 66 “ZONING”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Ordinance No. 571.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 571.16

A motion to approve was made by Councilmember Rojas, seconded by Councilmember Lusskin.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>

Councilmember Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Absent</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

**Town Attorney** asked that the Mayor open up the item for public hearing, to give the public an opportunity to speak on the item first before bringing it back to Council for discussion. Stated that this ordinance works to put together a uniform guideline for the maintenance of landscaping in Town and in the swale areas. Wanted the Council to address two outstanding issues – the percentage of open space and permeable area on a lot and front yard hedges.

**Mayor Singer** opened the item up to the public, for public comments.

*No public comments*

**Mayor Singer** then opened the item up to the Council for discussion

1. The ability to place hedges along the frontage of properties. Asked what does the Council want to see as a maximum size in hedges.

**Town Manager** stated that there seems to be a great appreciation in allowing no restrictions on the sides of homes and the rear of Zone 2. There are some concerns that this might box up the homes in Town. Thinks that there should be a limit on the front hedge only, and leave the sides without limitations. Stated that now the Town allows a 4 foot hedge.

**Vice Mayor Bernstein** stated that he didn't feel that this is a problem.

**Town Manager** stated that the Town currently does not allow a hedge in excess of 4 feet. But Town has had requests for hedges to be planted at 15 and 20 feet and the Town has denied it.

**Town Manager** stated that staff recommends keep the front hedge height at 10 feet and allowing 20 feet on the sides of properties.

**Council** called for the hedges to be left at 10 feet in the front.

2. Percentage of permeable landscaped area by front and rear yards

**Town Attorney** stated that the question is whether the Town wants to have some balance so that someone doesn't pave the whole front of their house, and put all of the open space in the back of the home. This part of the code only applies to new houses or a substantial change to the property.

**Town Manager** stated that he felt Council should leave this section as the existing code allows it to be, and if changes are needed the item will be revisited.

**Town Attorney** recommended that it be revisited at second reading, and for it to be left in the meantime as it is in the code, at 35%.

**Mayor Singer** inquired about gazebos.

**Town Attorney** stated that gazebo's are now 2% of the net lot area, but no greater in any instance than 500 square feet. Almost everything that was there previously has been removed, and it sets the setbacks, which remain the same.

## **N. QUASI JUDICIAL RESOLUTIONS**

None

## **O. CONSENT AGENDA**

2. Official Minutes of the August 16<sup>th</sup>, 2016 Regular Town Council Meeting
3. Official Minutes of the September 6<sup>th</sup>, 2016 First Budget Hearing
4. A Resolution of the Town Council Approving the 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. 4  
Resolution No. 2466.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2466.16

Motion to approve was made by Vice Mayor Bernstein, seconded by Councilmember Lusskin.

Consensus vote 4 Ayes 0 Nays. Items O2 – O4 passed.

## **P. TOWN RESOLUTIONS**

5. A Resolution of the Town Council Approving a Street Lighting Proposal for Professional Engineering Services from Stantec Consulting Services, Inc.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM STANTEC CONSULTING SERVICES,

INC. TO DESIGN THE UPGRADE OF THE TOWN'S EXISTING STREET LIGHTS; PROVIDING FOR A WAIVER OF BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2467.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2467.16

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

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>
Councilmember Luskin	<u>Aye</u>
Councilmember Einstein	<u>Absent</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

**Town Manager** spoke on the item. Recently spoke to them to talk about the possibility of upgrading the Town's lighting. Stantec has all of the Town's as-built plans and designed the electrical grid for the community.

**Councilwoman Rojas** – asked how is the Town going to move forward with both things when the dredging is going to be so expensive.

**Town Manager** stated that the Town has reached out to the state to see if the state can provide some funding sources and maintenance assistance, since the waterway falls under their jurisdiction.

6. 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; PROVING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6

Resolution No. 2468.16

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2468.16

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

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Absent</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

**Town Manager** stated that this is an annual agreement the Town signs every year.

**Q. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Kenneth Bernstein:  
None Requested

Councilmember Bernard Einstein:  
None Requested

Councilmember Amy Isackson-Rojas:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Town Manager Alexander Diaz:  
Under-sized lots:

- Setbacks
- Heights in All Zones

**Town Manager** stated that the Building Advisory Board members feel that we should allow for the same rule on Ocean Boulevard with the setbacks, as is allowed in the interior of Town. All of the applicants requesting a variance are requesting a little bit of relief as it relates to the 25 foot height restriction and allow a 27 foot height instead. Wanted to get a gauge of how the Council feels about this to see if the code needs to be amended.

**Vice Mayor Bernstein** asked if this would cause an uproar with neighbors who are currently under the 20 foot setback rule.

**Town Manager** stated that this only applies to Zone 1, it is currently allowed in Zones 2 and 3. The only resident who objected was former Mayor Tobin who stated that if the Town is going to continue to allow this as variance, then allow it through a code change not have a variance every time this comes up.

**Councilmember Rojas** asked if the Town can require a wall on the sides to protect the privacy of the neighbors.

**Town Manager** stated that that is a good recommendation that in Zone 1 when a home is redeveloped a wall is required instead of a fence.

**Town Manager** stated that he is having the Interim Building Official look at the Town's step-in requirements and come back with some suggestions on Ocean Boulevard.

**Town Manager** – in all the cases that will be submitted, the Town will be steadfast on no encroachments.

#### **R. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Vice Mayor Bernstein, seconded by Councilmember Lusskin.

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:18 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** November 15, 2016

**To:** Honorable Mayor Glenn Singer &  
Town Council Member

**From:** Alexander Diaz, *Alex B*  
Town Manager

**Subject:** **Resolution No. – 2471.16 Renewal of Contract for David Caserta Government Relations, Inc.**

Item Number:

6

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2471.16 as presented.

This resolution approves the contract with David Caserta Government Relations, Inc., for Fiscal Year 2015/2016 and Fiscal Year 2016/2017.

### **Background:**

In an effort to maintain the proper contracts on file with our vendors I am asking that the Town Council approve the current consultant contracts. The Town has had an existing business relationship with David Caserta Government Relations, Inc. since February 22, 2005. David Caserta Government Relations, Inc. was retained as an independent consultant to assist the Town in its government relations efforts at the State Level.

We recommend that we retain his services for an additional year, and retroactively approve the previous fiscal year's contract.

### **Fiscal Impact:**

The funds for these contracts were approved during the budget process for each fiscal year. In Fiscal Year 2015/2016 the amount was \$36,000.00, plus expenses, and in Fiscal Year 2016/2017 the proposed amount is \$36,000.00, plus expenses.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2471.16**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RETROACTIVELY APPROVING AN AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 AND APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town wishes to retroactively approve an Agreement for the period of October 1, 2015 through September 30, 2016 for consulting services with David T. Caserta Government Relations, Inc. (the "Consultant"), which is attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council wishes to enter into a new agreement for additional consulting services, for the period of October 1, 2016 through September 30, 2017, which is attached hereto as Exhibit "B" (the "New Agreement"); and

**WHEREAS**, the Town Council finds that the engagement of David T. Caserta Government Relations, Inc. under the terms of the New Agreement 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 each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. New Agreement.** That the New Agreement attached hereto as Exhibit "B" is hereby approved, and the Mayor is hereby authorized to execute the New Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** 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 New 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 Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,  
Florida, this 15<sup>th</sup> day of November, 2016.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

---

STEPHEN J. HELFMAN  
TOWN ATTORNEY

## AGREEMENT

This Agreement for services is entered into this 1st day of November 2015 by and between, Town of Golden Beach (Town @ One Golden Beach Drive, Golden Beach, Florida 33160) and David Caserta Government Relations, Inc., (Consultant@ 7855 NW 12<sup>th</sup> Street #202, Doral, Florida 33126).

WHEREAS, Town is a municipal government located in Miami-Dade County; and

WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.
2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government

action. Consultant's services are limited to providing the above stated service and Consultant is not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2015 and end on October 31, 2016.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Thirty Six Thousand Dollars (\$36,000.00) for services. Fee shall be payable as follows;

- \$3,000.00 payable on November 1, 2015.
- \$3,000.00 payable on 1<sup>st</sup> day of each month thereafter with the last payment due and payable on October 1, 2016, unless a written extension is authorized by all parties.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to \$4,000, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or

representatives of the other. Consultant's are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assume no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

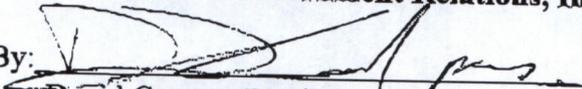
17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

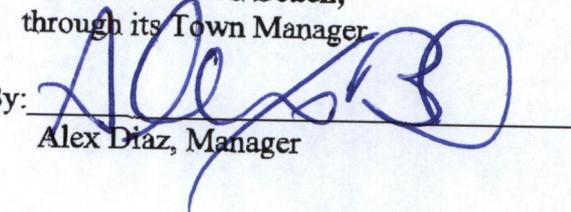
19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

**David Caserta Government Relations, Inc.**

By:   
David Caserta, President (Consultant)

**Town of Golden Beach,**  
through its Town Manager

By:   
Alex Diaz, Manager

(Town Seal)

## AGREEMENT

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WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.
  
2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government

action. Consultant's services are limited to providing the above stated service and Consultant is not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2016 and end on October 31, 2017.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Thirty Six Thousand Dollars (\$36,000.00) for services. Fee shall be payable as follows;

- \$3,000.00 payable on November 1, 2016.
- \$3,000.00 payable on 1<sup>st</sup> day of each month thereafter with the last payment due and payable on October 1, 2017, unless a written extension is authorized by all parties.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to \$4,000, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or

representatives of the other. Consultant's are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assume no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies.
  
8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.
  
9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.
  
10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.
  
11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.
  
12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

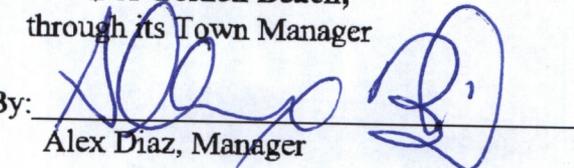
19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

**David Caserta Government Relations, Inc.**

By:   
David Caserta, President (Consultant)

**Town of Golden Beach,**  
through its Town Manager

By:   
Alex Diaz, Manager

(Town Seal)



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** November 15, 2016

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz   
Town Manager

**Subject:** **Resolution No. 2472.16 - Approving a Mutual Aid Agreement  
with the City of Miami Beach**

Item Number:

7

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2472.16 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 City of Miami Beach Police Department.

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

### **Fiscal Impact:**

There is no cost to the Town to participate.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2472.16**

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

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of Miami Beach, Florida, attached to this Resolution as Exhibit “A” between the Town and the City of Miami Beach, 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 Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 15<sup>th</sup> day of November, 2016.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND  
THE TOWN OF GOLDEN BEACH, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (Effective Date), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139, and the TOWN OF GOLDEN BEACH, FLORIDA, having its principal office at 1 Golden Beach Drive, Golden Beach, Florida 33160, state as follows:

**RECITALS**

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the Town of Golden Beach, Florida, to ensure the public safety of their respective 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, or facilities of the City of Miami Beach Police Department or the Town of Golden Beach Police Department; 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 City of Miami Beach, Florida, and the Town of Golden Beach, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the City of Miami Beach and the Town of Golden Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12 - 23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the City of Miami Beach, Florida, and the Town of Golden Beach, Florida, 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:

## **SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

## **SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE**

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and 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, prisoner processing 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 calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or his/her designee.

2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

### **SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE**

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

## **SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

## **SECTION V. CONFLICTS**

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

## **SECTION VI. HANDLING COMPLAINTS**

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## **SECTION VII. LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

## **SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES**

(a) Employees of the City of Miami Beach and the Town of Golden Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended) and this Agreement, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's jurisdiction.

(b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

(g) Should the City of Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Golden Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should the Town of Golden Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(i) The parties acknowledge that the City of Miami Beach and the Town of Golden Beach are authorized to pursue property seized pursuant to the Florida Contraband Forfeiture Act. Each party shall have exclusive authority to initiate forfeiture proceedings originating in its respective jurisdiction under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. Each respective party, upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized, as acceptable to the Chief of Police of the City of Miami Beach and Chief of Police of the Town of Golden Beach.

**SECTION IX. INSURANCE**

Each party shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes (2010), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

**SECTION X. EFFECTIVE DATE**

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2019. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

**SECTION XI. CANCELLATION**

Either party may cancel its participation in this Agreement with at least thirty (30) days written notice upon delivery to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MIAMI BEACH, FLORIDA

TOWN OF GOLDEN BEACH, FLORIDA

\_\_\_\_\_  
DANIEL J. OATES  
CHIEF OF POLICE

\_\_\_\_\_  
RUDY HERBELLO  
CHIEF OF POLICE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
JIMMY L. MORALES  
CITY MANAGER

\_\_\_\_\_  
ALEXANDER DIAZ  
TOWN MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
STEPHEN HELFMAN  
TOWN ATTORNEY

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
RAFAEL E. GRANADO, CITY CLERK

\_\_\_\_\_  
LISSETTE PEREZ, TOWN CLERK

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** November 17, 2015

**To:** Honorable Mayor Glenn Singer &  
Town Council Member

**From:** Alexander Diaz, *Alex B*  
Town Manager

**Subject:** Resolution No. 2473.16 – Approving Agreement between the Town  
of Golden Beach and the State Attorney’s Office

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Item Number:

8

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2473.16 as presented.

### **Background:**

The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney prosecution of town ordinances is approved in the form attached as Exhibit “A” (“Agreement”).

In order for the State Attorney to prosecute an Ordinance Violation (if it were ever needed) requires this formal agreement.

### **Fiscal Impact:**

There is no fiscal impact to the Town at this time.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2473.16**

**A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING THE AGREEMENT BETWEEN THE OFFICE OF THE STATE ATTORNEY OF THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order for the State Attorney of the Eleventh Judicial Circuit of Florida to prosecute municipal ordinances which are not ancillary to a felony Section 27.34(1), Florida Statutes, requires the Town to enter into a contract for these prosecutions; and

**WHEREAS**, the Town and the State Attorney wish to have the State Attorney prosecute these cases.

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

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

**Section 2. Agreement Approved.** The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney prosecution of town ordinances is approved in the form attached as Exhibit "A" ("Agreement").

**Section 3. Implementation.** The Town Mayor is authorized to execute the Agreement on behalf of the Town.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon approval by the Town Council.

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 Bernard Einstein	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden  
Beach, Florida, this 15<sup>th</sup> day of November, 2016.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



**STATE ATTORNEY**

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA  
E. R. GRAHAM BUILDING  
1350 N.W. 12TH AVENUE  
MIAMI, FLORIDA 33136-2111

**KATHERINE FERNANDEZ RUNDLE**  
STATE ATTORNEY

TELEPHONE (305) 547-0100

October 26, 2016

Mr. Alexander Diaz  
Town Manager  
Town of Golden Beach  
One Golden Beach Drive  
Golden Beach FL 33160

TOWN MANAGER  
NOV 08 2016  
RECEIVED

Dear Mr. Diaz:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1, 2016 through September 30, 2017. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at [donlhorn@miamisao.com](mailto:donlhorn@miamisao.com) and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 &5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at [donlhorn@miamisao.com](mailto:donlhorn@miamisao.com).

Sincerely,

KATHERINE FERNANDEZ RUNDLE  
State Attorney

By:

Don L. Horn  
Chief Assistant State Attorney for Administration

DLH/cj

Enclosures

**AGREEMENT BETWEEN TOWN OF GOLDEN BEACH AND THE  
STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE  
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE  
STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF  
CERTAIN CRIMINAL VIOLATIONS OF THE  
CODE**

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This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Town of Golden Beach, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**  
**Services**

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2016 through September 30, 2017. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

**ARTICLE II**  
**Terms**

This agreement shall expire on September 30, 2017, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

**ARTICLE III**  
**Payment Schedule**

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

**ARTICLE IV**  
**Responsibilities**

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

**ARTICLE V**  
**Reporting**

All required reports shall be submitted to the \_\_\_\_\_.

**ARTICLE VI**  
**Indemnification**

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

**ARTICLE VII**  
**Termination**

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

**ARTICLE VIII**  
**Service Charges**

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

**ARTICLE IX**  
**Non-Discrimination**

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME City Commission

By: \_\_\_\_\_  
POSITION

By: \_\_\_\_\_

ATTEST State Attorney's Office  
Eleventh Judicial Circuit

By: \_\_\_\_\_

By: \_\_\_\_\_  
Don L. Horn  
Chief Assistant State Attorney  
for Administration



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** November 15, 2016

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

9

**From:** Alexander Diaz,   
Town Manager

**Subject:** Resolution No. 2474.16 – Purchase of seven Fully-Automatic  
“Cardiac Science” defibrillators (AED):

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### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2474.16 as presented.

### Background:

An **automated external defibrillator (AED)** is a portable electronic device that automatically diagnoses the life-threatening cardiac arrhythmias of ventricular fibrillation and ventricular tachycardia in a patient, and is able to treat them through defibrillation, the application of electrical therapy which stops the arrhythmia, allowing the heart to reestablish an effective rhythm.

Presently, the Town of Golden Beach Police Department has four semi-automatic AED Phillips defibrillators. Meaning it's not automatic and needs a person to press the release button in order for the AED to discharge the electricity into the patient.

This system has been in the market for at least 10 years and releases 150 joules of fix electricity. Since it releases a **fix** 150 joules of electricity, all the adults' patients get the same amount of voltage. The system doesn't calibrate itself to the patient body weight or chest frame to distinguish how much electricity it should release. The amount is always the same for every adult patient.

The semi-automatic Phillips AED gives approximately 200 shots before the batteries have to be exchanged and/or every two years.

The system was upgraded and improved and is now fully automatic.

### **AED-Cardiac Science Defibrillator (G-5)**

This system is fully automatic with a "ICPR system", which means contrary to the AED Phillips defibrillator which has up to five steps instruction system, including the pressing of the release/discharge button, the AED Cardiac Science has only a two steps system without a release button, not including if the ICPR has to be used, which is an instruction for chest compressions.

This system is bilingual and it is also for the hearing impaired, as it has a reading instruction text screen.

This system has being in the market for at least a year and releases 351 joules of escalating electricity, contrary to the AED Phillips defibrillation counterpart which only releases 150 joules of electricity.

Since it is not a fix joules system, the AED Cardiac Science defibrillation calibrates itself to discharge the necessary electricity for the patient depending on the patient's body weight and/or chest frame. Therefore the discharged electricity might change depending on the patient size.

The fully-automatic Cardiac Science AED gives approximately 450 shots before the batteries have to be exchanged and/or every two years.

The system has military specs (IP 55) as it is water resistant. The batteries are good for approximately 4 years.

The cost for the unit is \$ 1,350.00 per AED unit.

### **Fiscal Impact and Recommendations:**

Therefore my recommendations is to buy (7) seven Fully Automatic Cardiac-Science AEDs totaling \$ 9,450.00 by using L.E.T.F.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 0000**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF SEVEN FULLY-AUTOMATIC “CARDIAC SCIENCE” DEFIBRILATORS (AEDs) WITH THE USE OF THE LETF TO PURCHASE AND EQUIP POLICE OFFICERS AND ASSIGNED LOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to purchase seven fully-automatic “Cardiac Science” defibrillators (AED) in order to continue to provide the necessary protection and service to the residents of Golden Beach , and to provide the necessary equipment to Golden Beach Police Officers, and

WHEREAS, the costs to the Town to purchase the seven fully-automatic “Cardiac Science” defibrillators (AED) is projected to be \$9,450.00; and

**WHEREAS**, the Town’s Law Enforcement Trust Fund account (the “LETF”) includes assets forfeited to the Town by authority of the Florida Contraband Forfeiture Act and by the Federal Asset Forfeiture Statutes; and

**WHEREAS**, the Town Council desires to utilize LETF funds to pay for the fully-automatic “Cardiac Science” defibrillators (AED); and

**WHEREAS**, the monies contained in the LETF are the result of seized assets from both investigations by the Town’s Police Department and joint investigations with other law enforcement agencies – not from tax revenue; and

**WHEREAS**, the Chief of Police has recommended that the \$9,450.00 cost be taken from the Town’s LETF for “***other law enforcement purposes***” specifically authorized by law; and

**WHEREAS**, the Chief of Police certifies that this expenditure complies with § 932.7055, Florida Statutes, and / or the Federal Seizure statutes in that the funds will be used for an appropriate law enforcement purpose; and

**WHEREAS**, the Chief of Police certifies that the Town's LETF is not being used as a normal source of revenue for the Town Police Department; and

**WHEREAS**, the Chief of Police certifies that the Town's LETF was not considered in the adoption and approval of the Police Department budget; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

**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. Purchase of seven fully-automatic "Cardiac Science" defibrillators (AED) and the Use of LETF Authorized.** That the purchase of the fully-automatic "Cardiac Science" defibrillators (AED) and the use of LETF funds to purchase the fully-automatic "Cardiac Science" defibrillators (AED) is hereby authorized and approved.

**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 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 Amy Isackson-Rojas	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden  
Beach, Florida, this 15<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
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

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## MEMORANDUM

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To: Alexander Diaz  
Town Manager

November 3, 2016

From: Rudy Herbell  
Chief of Police

Ref: Purchase of AEDs

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Sir, as instructed I met with Sr. Area Manager, Rob Williams from Cardiac Science. The meeting was to assess the need for new AED defibrillators for the Town of Golden Beach and its Police Department.

### AED- Phillips Defibrillator

Presently, we have (4) four semi-automatic AED Phillips defibrillators with a power and release button. Meaning it's not automatic and needs a person to press the release button in order for the AED to discharge the electricity into the patient.

This system has been in the market for at least 10 years and releases 150 joules of fix electricity. Since it releases a fix 150 joules of electricity, all the adults' patients get the same amount of voltage. The system doesn't calibrate itself to the patient body weight or chest frame to distinguish how much electricity it should release. The amount is always the same for every adult patient.

The semi-automatic Phillips AED gives approximately 200 shots before the batteries have to be exchanged and/or every two years.

Note: Three out of the four semi-automatic AED defibrillators we presently have are 2 ½ years old and one of them is approximately 4 years old. Their batteries were exchanged this year.

### AED-Cardiac Science Defibrillator (G-5)

This system is fully automatic with a "ICPR system", which means contrary to the AED Phillips defibrillator which has up to five steps instruction system, including the pressing of the release/discharge button, the AED Cardiac Science has only a two steps system without a release button, not including if the ICPR has to be used, which is an instruction for chest compressions.

This system is bilingual and it is also for the hearing impaired, as it has a reading instruction text screen.

This system has being in the market for at least a year and releases 351 joules of escalating electricity, contrary to the AED Phillips defibrillation counterpart which only releases 150 joules of electricity.

Since it is not a fix joules system, the AED Cardiac Science defibrillation calibrate itself to discharge the necessary electricity for the patient depending on the patient's body weight and/or chest frame. Therefore the discharged electricity might change depending on the patient size.

The fully-automatic Cardiac Science AED gives approximately 450 shots before the batteries have to be exchanged and/or every two years.

The system has military specs (IP 55) as it is water resistant. The batteries are good for approximately 4 years.

The cost for the unit is \$ 1,350.00 per AED unit.

**Recommendations:**

Presently we have 4 workable AEDs, with brand new batteries.

I believe that we need an AED at;

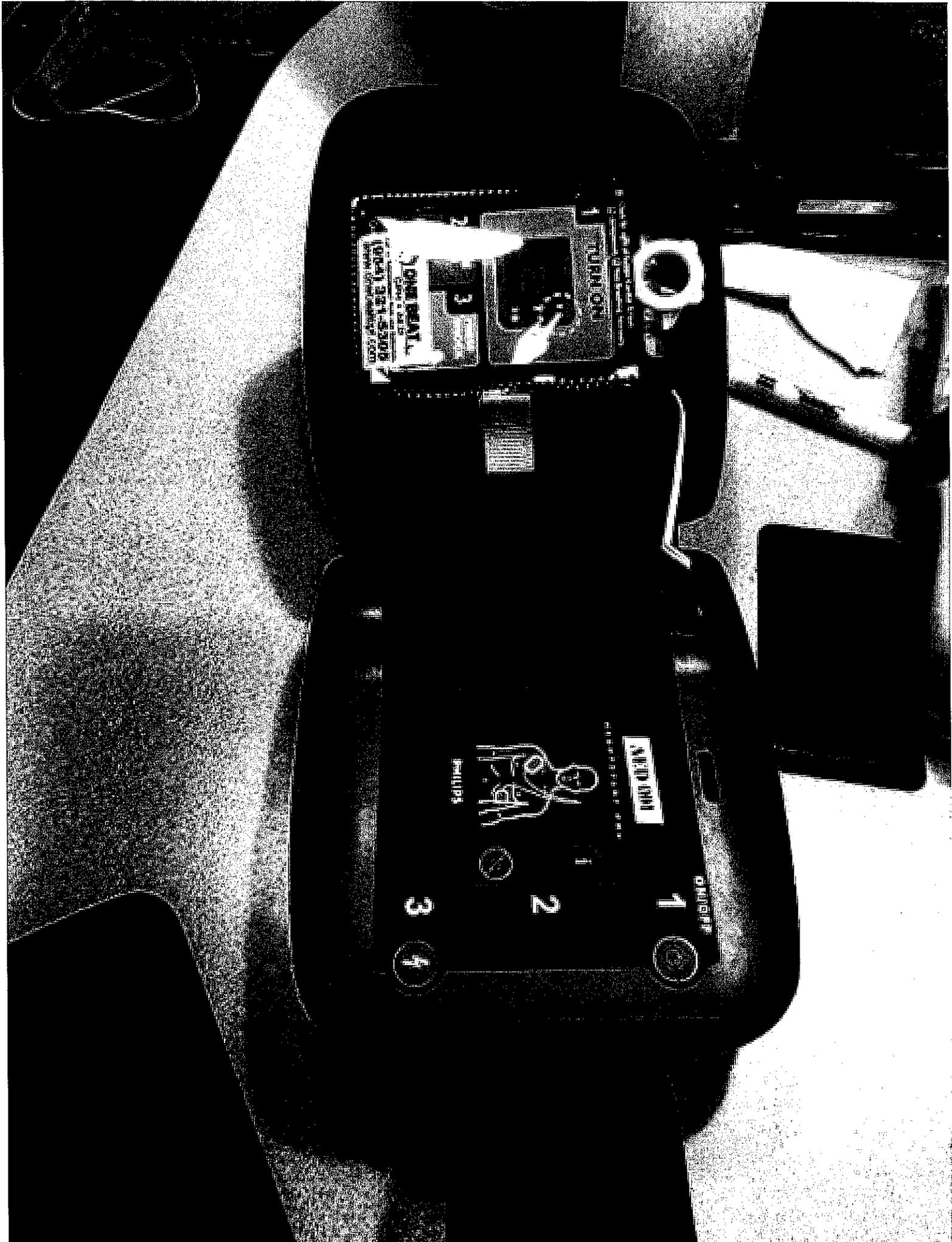
- Inside the police vehicle of each field supervisor (3 AEDs)
- Inside the Sub-Station (1-AED)
- Inside the Annex (1 AED can also be used for the conference room area and Public Works)
- Inside Town Hall (1 AED can be used for the lobby and Council Chamber as well)
- At the Pavilion (1 AED)
- At Twiddle Park (1 AED)

Therefore my recommendations is to buy (4) four Fully Automatic Cardiac-Science AEDs three for a total cost of \$ 5,400.00.

\* ADD BOAT  
\* ADD Gym / CIP  
\* ADD 1 extra

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PROVIDE  
LETF AROUND ITEM

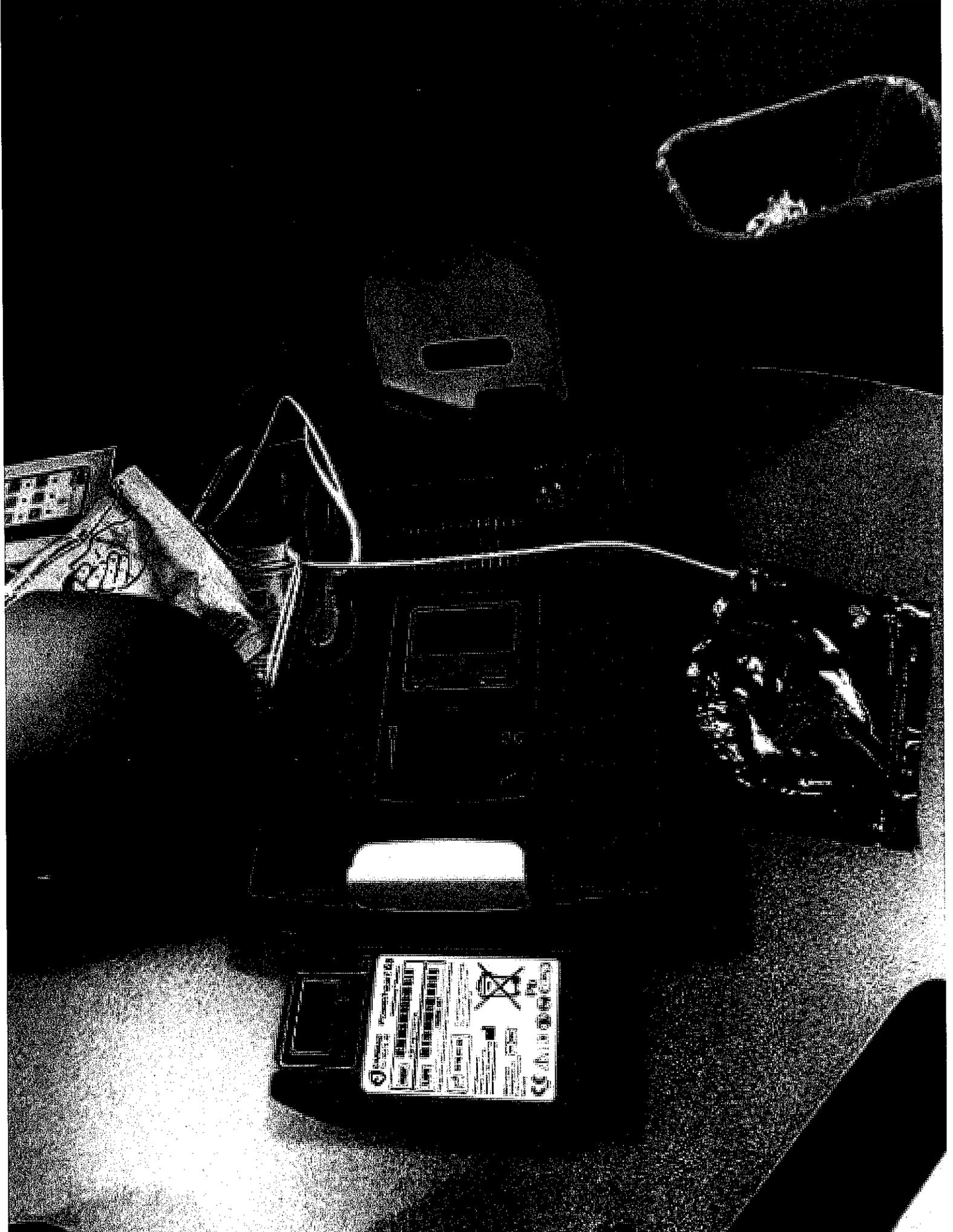


PHILIPS  
NORELCO  
ELECTRIC SHAVERS  
MADE IN GERMANY



NORELCO

1  
2  
3  
4



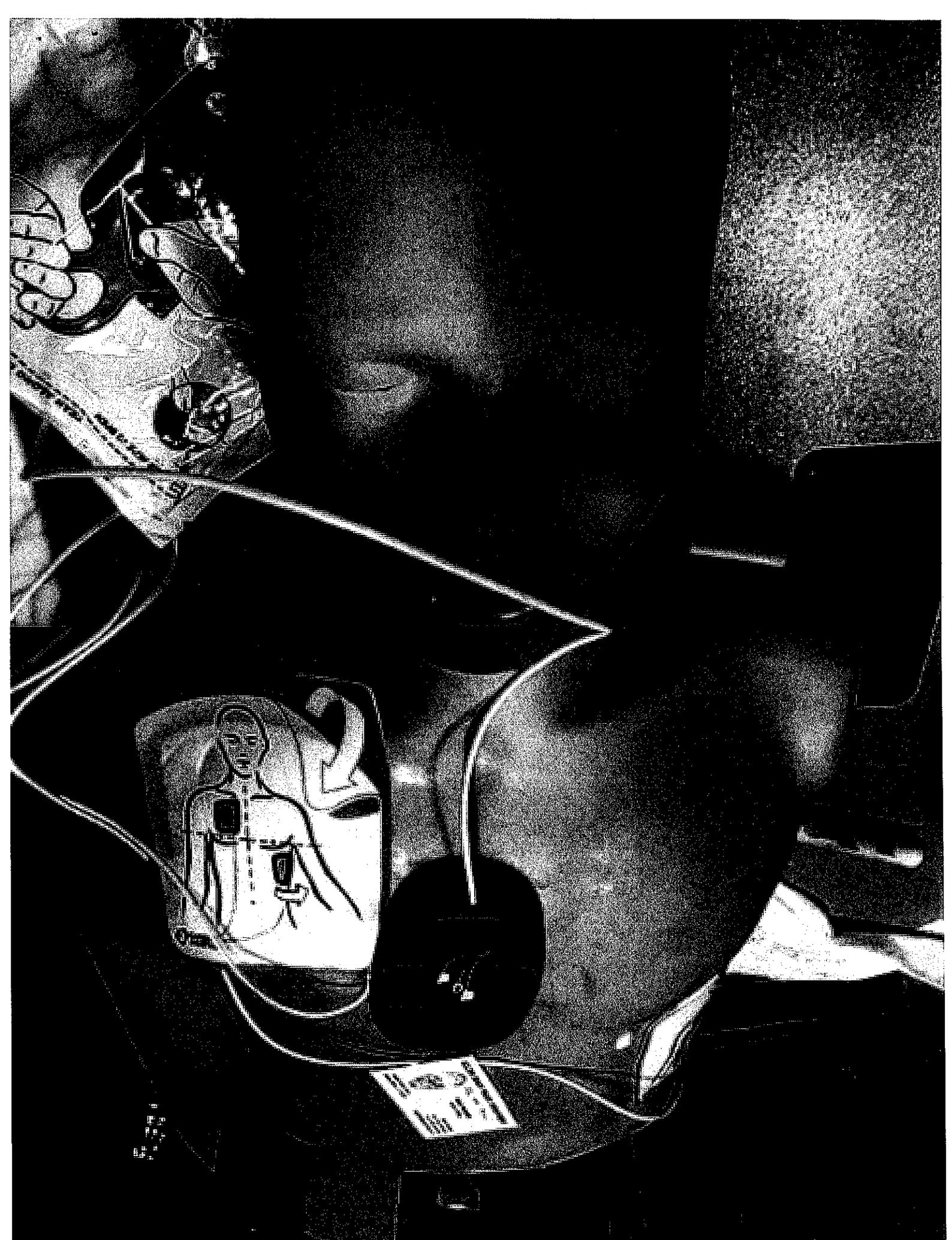
SHOCKS 0

00:06

CALL 911

NOW

ESPAÑOL



**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2475.16**

**Item Attached As A Separate Document**