



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Agenda for the February 28, 2017
Special Town Council Meeting called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

SWEARING-IN OF NEW PART-TIME OFFICER

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

J. TOWN ATTORNEY REPORT

None

K. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

1. Official Minutes of the November 15th, 2016 Regular Town Council Meeting

P. TOWN RESOLUTIONS

2. A Resolution of the Town Council Certifying the Result of the February 21, 2017 Town Election.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE TOWN CLERK'S CERTIFICATION OF THE RESULTS OF THE FEBRUARY 21, 2017 TOWN ELECTION FOR MAYOR AND TWO TOWN COUNCILMEMBERS, DESIGNATING THE VICE MAYOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2483.17

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2483.17

3. A Resolution of the Town Council Approving the Settlement Agreement with Former Town Police Officer Michelle Santinello.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH FORMER TOWN POLICE OFFICER MICHELLE SANTINELLO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2484.17

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2484.17

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

- Dog Park and/or dog beach hours

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:
• 50 foot lots on Ocean Boulevard

R. ADJOURNMENT:

DECORUM:

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

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

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

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

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




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2017

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: **Town Council Minutes**

Item Number:

1

Recommendation:

It is recommended that the Town Council adopt the attached minutes of the Town's November 15th, 2016 Regular Town Council Meetings.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the November 15, 2016
Regular Town Council Meeting called for 7:00 P.M.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:04 p.m.

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Clerk Lissette Perez, Town Attorney Steve Helfman (via conference call), Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Attorney Kathy Mcaffrey, Attorney Jeff DeCarlo

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

SWEARING-IN OF PART-TIME OFFICER CARLOS BALASINO

E. MOTION TO SET THE AGENDA

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

*** Mayor Singer requested to move Item #P10 to right after Item #M, Ordinances First Reading. Consensus vote 5 Ayes, 0 Nays.

**** Attorney Helfman asked to include an open and public hearing on the consistency of the landscape ordinance with the Town's comprehensive plan, before Item #K1

F. GOOD AND WELFARE

Sydell Herrick, 625 Ocean Blvd.

Feels that beach erosion in Town should be addressed, because it is an issue in the Town. Feels that sand should be brought in now and paid for by the residents of Golden Beach, so that the Town does not use its private beach status.

G. MAYOR'S REPORT

Congratulated the Town Manager on the Town's upgrading of its rating with Moody's. Congratulated Councilwoman Lusskin for her work with the Town's Veteran's Day event. Commended the Town's staff on its work on the Town's Halloween party. Stated that him and the Town Manager are aware of the beach erosion and working on a solution.

H. COUNCIL COMMENTS

Councilmember Lusskin

Mentioned that the walkers are back in Town.
The hedge on A1A in front of the basketball courts is dead.

Councilmember Einstein

Excited about the bond refinance

Councilmember Rojas

Inquired about the grass in North Park, and eventually replacing it

Vice Mayor Bernstein

Also stated that the Halloween event in Town was great and very well attended.

I. TOWN MANAGER REPORT

Will address the issues with the lawn at North Park.
Thanked the team that has been a part of the refinancing of the General Obligation Bond.
Will not be seal coating Golden Beach Drive before the new year, postponing it until the first quarter of the new year.
Made significant headway with 416 Golden Beach Drive. Town will be creating a huge berm in front of the property, and will see significant improvements.
Met with District Chief of Miami-Dade Fire Rescue Department and discussed the building of a town civic center.
Will have a December council meeting, subject to the call of the Mayor.

J. TOWN ATTORNEY REPORT

Expounded on the property at 416 Golden Beach Drive, stating that a formal lien has been imposed on the property.
Also, revised what he had stated about needing to hear the ordinance as a separate local planning agency item. Stated that during the vote, he would ask Council to make a separate finding that the ordinance is consistent with the Town's comprehensive plan.

**** **Town Manager** requested to add to the Town Manager's report that the Town is working on controlling the flooding situations in Town, particularly in Center Island.

K. ORDINANCES – SECOND 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 Luskin, seconded by Councilmember Einstein.

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 stated that the staff is making a recommended change to the ordinance called for on page 22 to change the maximum front hedge height from 10 feet to 15 feet.

Town Attorney stated that there is a whereas clause on page 2 that needs the date of November 15, 2016 added to it.

Consensus vote 5 Ayes 0 Nays

Town Manager stated that this ordinance is a good start. Congratulated Steve, Kathy, Kathy and Linda Epperson in incorporating all of the Council’s concerns into the ordinance. This code does give the office of the Town Manager a lot more authority in determining compliance, which is taken very seriously.

Town Attorney asked that as part of the motion to approve the resolution, the Council incorporate the proposed whereas clause change and the hedge height changes recommended by the Town Manager and making a specific finding that this ordinance is consistent with the Town’s comprehensive plan.

M. ORDINANCES - FIRST READING

None

**** At this point, **Mayor Singer** requested Item #P10 be heard before moving on to Item #N2. ****

N. QUASI JUDICIAL RESOLUTIONS

2. A Variance Request for 495 Ocean Boulevard to Permit a Side Setback.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 495 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.

Exhibit: Agenda Report No. 2
Resolution No. 2469.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2469.16

A motion to approve was made by Vice Mayor Bernstein, 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 gave some background on the state of the Building Department. Asked **Mr. Dario Gonzalez, Interim Building Official**, to go back and re-examine the work that Mr. Nieda had looked at. Both variances are the exact same request.

Vice Mayor Bernstein asked the Town Manager to elaborate on where the Town is at with this issue.

Town Manager stated that in theory the Council has been open to allowing 7.5-foot setbacks specifically on 50-foot lots on the ocean. These two variances are consistent with the discussion the Council had at its last meeting. Building Advisory Board members that were at that meeting, voted in favor of the 7'6" setback.

Interim Building Official Dario Gonzalez spoke – first thanking the Town Manager for bringing him back. Then explained the variance request from the applicant. Stated that anything encroaching within the 7'6" should be prohibited.

Mr. Shane Ames, Architect for the property – agreed that any other encroachments within the 7'6" should not be allowed.

Dr. Rob Popetti, 487 Ocean Blvd. – spoke against granting this variance. The variance will have a huge effect on himself and his family.

Councilman Einstein stated that it seems to him to be extremely challenging to build a house on a footprint that's a 30-foot lot.

Dr. Popetti stated that there is a reason why there is a code and a 10-foot setback, to protect the privacy and aesthetics of the neighbors.

Mayor Singer stated that a 50 foot lot is an abnormal size lot and it's difficult to build on that type of footprint.

Town Manager stated that what the Town wants to motivate is development, not developers. If he said developers that wasn't his intent, and must've mispoken. The Town is not pro developers.

Mrs. Alene Fishbein, 256 Golden Beach Drive – always been a strict constructionist of whatever laws exist. And if the Town's rules are that it's supposed to be a 10 foot setback, then leave it that way. Thinks that either the Town should change its rules, or leave it as it is.

Mr. Ames, stated that this is the personal residence of Mr. Sajenco. Not seeking a variance to raise the ground, it's keeping it as it is.

Mrs. Sydell Herrick, asked if this home has any encroachments any further on the setbacks.

Mr. Ames stated that there is a fireplace in the plans.

Town Manager said that it is consistent with the code, not encroaching any further on the setbacks.

Councilwoman Lusskin asked how close these two homes could be at their closest point.

Town Manager stated that the Town does not have measurements on hand regarding the variance that was requested in the past for 487 Ocean Boulevard, and unable to answer that question.

Dr. Popetti explained that another bedroom was built, but it does not encroach any further than the 5 foot setbacks his home already has.

Councilwoman Lusskin asked for clarification about this having to go back before the building advisory board.

Town Manager stated this will have to come back before the board for architecture and design elements.

Councilman Einstein stated that houses that have been demolished to build a new home in their place that had 7.5 foot setbacks to begin with, have in the past been granted that ability to keep that 7.5 foot setback to “encourage development” to take away a house that was somewhat of an eyesore to develop something else. Just a real challenging situation to build on a 30-foot length of house.

Councilwoman Rojas – stated that the Council will be more than likely changing the code to be consistent with what both of these home are requesting. Is in favor of this – with two conditions, prohibiting any further encroachments and thinks there should be concrete privacy walls built if they are not in existence from before. Thinks that if there were already 5-foot setbacks approved in the past, then it confirms that these are unique lots and they do need to have a little bit less of a setback.

Vice Mayor Bernstein – torn about this item. Thinks that the suggestions made about no further encroachments are a good idea and the recommendation to build a privacy wall is also good. Doesn’t want to stifle construction in Town.

Mayor Singer reiterated that the Town is in the process of changing the code. The 50 foot lot is a unique lot. Not pro-developers, but pro-development in Golden Beach for two reasons (aesthetics and the tax revenue brought in from these developments). This is a unique situation because this is a 50 foot lot and thinks that the homeowners are compromising by requesting a 7.5 foot setback instead of a 5 foot setback. Would rather have the home that is being built there instead of what is currently there, because it is an eyesore for the Town.

Councilman Einstein asked Mr. Popetti in terms of the wall, would that make it better.

Mr. Popetti stated that if he wanted to live within walls, then he would move to prison.

Mayor Singer reiterated that the Building Advisory Board approved this variance with a 3-0 vote.

3. A Variance Request for 587 Ocean Boulevard to Permit a Side Setback.

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.

Exhibit: Agenda Report No. 3
Resolution No. 2470.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2470.16

A motion to approve was made by Councilmember Rojas, 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>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

Town Manager stated that this item is a little different from the previous item. This item came before the Building Advisory Board originally requesting a 5-foot setback, and it was voted down unanimously. The Building Advisory Board then voted on a 7.5 foot setback for this property and came back with a 3-0 vote in favor of it. Stated that he then met with the architect and offered the applicant the opportunity to bring before the council whichever one of the two requests they wanted to seek. Homeowners have been there since day one, are going to live in the Town, and have suffered through the staff changes.

Mayor Singer asked the Town Manager to explain the variance.

Town Manager stated that the variance request is similar to the one that was just approved, allowing them to build on a 50-foot lot with a 7.5-foot setback requirement. Originally requested a 50-foot lot with a 7.5-foot setback requirement. Originally requested a 5-foot setback.

Jeff Burkow, 200 South Biscayne Blvd.- Attorney representing the resident Stated that the residents did apply for the 5 foot setback, but after advisement, now requesting a 7'5" setback. When the current home is demolished and the new home is built the Town will see a significant increase in tax revenues.

Mayor Singer stated that if the Council doesn't have any issues with the setback, then they can take directly for a vote.

Councilmember Rojas requested further clarification on the encroachments.

Mr. Burkow stated that both neighbors support the application. If variance is approve, they will have 17.5 feet between structure on the north side and about 27.5 feet between the structures on the south side. Willing to put up privacy walls.

Town Manager stated that the appropriate motion is to vote in favor of the variance with the condition of the privacy wall and prohibiting any further encroachments.

**** **Town Manager** re-iterated that all zoning related matters will be reviewed by the Town's planner from here moving forward. ****

O. CONSENT AGENDA

- 4. Official Minutes of the September 20th, 2016 Special Town Council Meeting & Final Budget Hearing**
- 5. Official Minutes of the October 25, 2016 Special Town Council Meeting**
- 6. A Resolution of the Town Council Approving the Agreement with David T. Caserta Government Relations, Inc.**

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.

Exhibit: Agenda Report No. 6
Resolution No. 2471.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2471.16

- 7. A Resolution of the Town Council Approving A Mutual Aid Agreement Between the Town and the City of Miami Beach.**

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.

Exhibit: Agenda Report No. 7
Resolution No. 2472.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2472.16

8. A Resolution of the Town Council Approving the Agreement between the Office of the State Attorney and the Town.

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.

Exhibit: Agenda Report No. 8
Resolution No. 2473.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2473.16

9. A Resolution of the Town Council Authorizing the Use of LETF Monies to Purchase Fully-Automatic “Cardiac Science” Defibrilators (AEDs).

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.

Exhibit: Agenda Report No. 9
Resolution No. 2474.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2474.16

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

Consensus vote 5 Ayes 0 Nays. Items O4 – O9 passed.

P. TOWN RESOLUTIONS

10. A Resolution of the Town Council Authorizing the General Obligation Refunding Bond, Series 2016.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$14,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF TOWN OF GOLDEN

BEACH, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, TO REFUND AND DEFEASE THE TOWN'S GENERAL OBLIGATION BONDS, SERIES 2008 AND PAY COSTS OF ISSUANCE; PROVIDING THAT SUCH GENERAL OBLIGATION REFUNDING BONDS SHALL CONSTITUTE GENERAL OBLIGATIONS OF THE TOWN AND THAT THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWN SHALL BE IRREVOCABLY PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON SUCH GENERAL OBLIGATION REFUNDING BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING CERTAIN DETAILS OF THE BONDS; DELEGATING CERTAIN MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BONDS TO THE MAYOR AND/OR TOWN MANAGER; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS TO THE UNDERWRITERS; APPOINTING A PAYING AGENT AND A BOND REGISTRAR; APPOINTING AN ESCROW AGENT; APPROVING THE FORM AND EXECUTION OF A BOND PURCHASE AGREEMENT; APPROVING THE FORM AND EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; PROVIDING FOR A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION OF AN OFFICIAL STATEMENT; AUTHORIZING OBTAINING A BOND INSURANCE POLICY AND ANY NECESSARY COVENANTS WITH RESPECT THERETO; COVENANTING TO PROVIDE CONTINUING DISCLOSURE IN CONNECTION WITH THE BONDS IN ACCORDANCE WITH SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AUTHORIZING A BOOK-ENTRY REGISTRATION SYSTEM FOR THE BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE TOWN TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE BONDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2475.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2475.16

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 Aye
Councilmember Einstein Aye
Councilmember Amy Isackson-Rojas Aye

The motion passed.

Town Manager stated that the bonds were structured so the Town can see an immediate savings of \$1.1 to \$1.5-million to the Town. This allows the Town to look at other projects that need to be worked on in Town without the residents having to pay for anything.

Lourdes Abadin & Cristina Zeinali, with Estrada, Hinajosa the Town's financial planner – spoke on the state of the market and the state of the Town's rating upgrtade with Moody's.

Ms. Abadin stated that the market has dropped about 40 to 50 points, but thinking that the market will settle and re-adjust itself.

Town Manager stated that the Town has a very strong fiscal house.

Attorney Jeff Decarlo, with Weiss, Serota, Helfman spoke on the resolution stating that there are three parts to this resolution – first document is the escrow deposit agreement, the second is the purchase agreement, and the preliminary official statement which is the disclosure document the investors will receive.

Town Manager stated that they will continue to manage this town in the best interest of the residents. Any savings, is something that the Town should be very proud of.

Mr. Alfred Herrick asked if the new homes that are being built in Town paying back these bonds.

Town Manager stated that yes, all homes and lots in Town pay towards this.

Councilman Einstein asked if there are two bidders right now for the bond.

Ms. Abadin explained that there are two underwriters right now, they are in charge of selling the bonds. Whatever doesn't sell they have agreed to buy and take into the Town's inventory.

Councilman Einstein asked if he is a bond-holder is that a conflict of interest for him to vote on this item.

Town Attorney Helfman stated that there is not.

**** Following the vote, **Mayor Singer** returned back to item N2, and resumed the agenda in sequential order. ****

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:
• Presentation on Loggia Beach Park Renovations

Kristen Peacock, with the Tamara Peacock Company gave the presentation on the recommendation of enhancements to the beach pavilion.

Town Manager expounded on the features that they are looking to incorporate. No more showers on the insides of the men and women's bathrooms. All the showers will be outdoors, located near the women's bathroom. There will also be a play feature, like a giant checkerboard, for the Town's youth and young adults enjoyment.

Vice Mayor Bernstein suggested that the fire pit area have some lounge elements added to it for more seating. In addition, asked that a screen be placed in front of the vending machine.

Town Manager stated that some more elements will be added to the corner where the checkerboard will be at, to make it more of a child's play area.

Councilmember Rojas stated that she thinks the project is a great idea, but is concerned about the costs.

Town Manager stated that the Town has allocated money into the current budget for beach improvements.

Councilmember Lusskin asked about the interior design of the showers.

Town Manager stated that it will be a bi-level shower.

Town Manager stated that the December meeting has been cancelled subject to the call of the Mayor.

R. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 9:27 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2017

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: **Resolution No. 2483.17 – Acceptance of 2017 General Election Results**

Item Number: <hr/> 2 <hr/>

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2483.17.

Background:

The qualifying period for the Town’s 2015 General Election was held from January 2, 2017 through January 9, 2017. For the Office of Mayor only Glenn Singer south office and thus was elected without opposition. For the Office of Councilmember two seats were up for re-election and three candidates qualified to seek office, they were: Bernard Einstein, Judy Lusskin, and Jaime Mendal.

Pursuant to Florida Statute 101.151. **Specifications for ballots** – states; “the names of unopposed candidates shall not appear on the general election ballot. Each unopposed candidate shall be deemed to have voted for himself or herself” and the Office of Mayor did not appear on the ballot. For the Office of Councilmember a ballot was prepared and the Town held a General Election on Tuesday, February 21st, 2017, conducted by the Miami-Dade Department of Elections.

The Ballot and Results were as follows:

Bernard Einstein	10	117 votes (21.79%)
Judy Lusskin	11	216 votes (40.22%)
Jaime Mendal	12	204 votes (37.99%)

Pursuant to the Town Charter, the Town Council shall accept the certification of the results of the election and designate a Vice Mayor.

The Vice-Mayor shall be the candidate having received the highest number of votes, thus Councilmember Judy Lusskin will serve as Vice-Mayor upon adoption of this resolution through the February 2018 Regular Town Council meeting at which time Jaime Mendal will serve as Vice-Mayor through the February 2019 Regular Town Council Meeting.

Alexander Diaz, Town Manager; Lissette Perez, Town Clerk and Rudy Herbello, Police Chief served as the Canvassing Board and validated the results of the elections pursuant to State Law and Town Charter.

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2483.17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE TOWN CLERK'S CERTIFICATION OF THE RESULTS OF THE FEBRUARY 21, 2017 TOWN ELECTION FOR MAYOR AND TWO TOWN COUNCILMEMBERS, DESIGNATING THE VICE MAYOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law and properly noticed, qualifying for the municipal election was held from January 2, 2017 to January 9, 2017 in the Town of Golden Beach; and

WHEREAS, the Town Council desires to accept the unopposed re-election of Glenn Singer for a seventh term as Mayor; and

WHEREAS, for the Office of Councilmember two seats were up for re-election and three candidates qualified to seek office: Bernard Einstein, Judy Lusskin, and Jaime Mendal; and

WHEREAS, the ballot results were as follows:

#10 Bernard Einstein	117 votes (21.79%)
#11 Judy Lusskin	216 votes (40.22%)
#12 Jaime Mendal	204 votes (37.99%)

WHEREAS, the Town Council desires to accept the re-election of Kenneth Bernstein for second term and Amy Rojas for a second term as Councilmembers; and

WHEREAS, the Town Council desires to designate a Vice Mayor pursuant to the Town Charter.

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

Section 1. That the Certification of the qualifying results of the February 17th, 2015 town election is accepted as follows:

- | | | | |
|----|------------------------------|------------------------------|-----------|
| A. | Mayor
2 year term | Glenn Singer | Unopposed |
| B. | Town Council:
4 year term | Judy Lusskin
Jaime Mendal | |

- Section 2.**
- A. That based upon the results, Glenn Singer is declared Mayor for a two-year term commencing immediately.
 - B. That based upon the results, Judy Lusskin is declared Town Councilmember for a four year term, commencing immediately.
 - C. That based upon the results, Jaime Mendal is declared Town Councilmember for a four year term, commencing immediately.

Section 3. That Councilmember Judy Lusskin is hereby designated Vice Mayor for a one-year term commencing immediately, to be followed by Councilmember Jaime Mendal, Vice Mayor for the succeeding one-year term as decided by the Town Council.

Section 4. Severability. That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

Section 5. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. 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
this 28th day of February, 2017.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

STEPHEN HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2017

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz *Alex B*
Town Manager

Subject: **Resolution No. 2484.17 – Approving the Settlement with
Former Town Police Officer Michelle Santinello**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2484.17.

Background:

Please refer to the email from the Attorneys that are attached as back-up to this item, along with the settlement agreement, referenced as “Exhibit A”.

This was an on-going matter that is outlined in the attached emails.

Fiscal Impact:

\$22,500.00

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2484.17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH FORMER TOWN POLICE OFFICER MICHELLE SANTINELLO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michelle Santinello a/k/a Kelly Cabot (“Santinello”) was employed by the Town of Golden Beach (the “Town”) as a police officer until May 2005;

WHEREAS, Santinello suffered an injury while on duty on or about September 19, 2003, which injury she alleges entitled her to benefits under the Alu-O’hara Act, Florida Statute Section 112.19, as of November 7, 2005 (“Alu-O’hara Benefits”);

WHEREAS, on or about September 3, 2014, Santinello first requested Alu-O’hara Benefits from the Town;

WHEREAS, on or about October 28, 2014, the Town agreed to provide Santinello with Alu-O’hara Benefits going forward;

WHEREAS, on September 27, 2016, Santinello filed a complaint against the Town in the action captioned Santinello v. City of Golden Beach, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No. CACE-2016-024489 (the “Action”);

WHEREAS, Santinello claims in the Action that she was entitled to retroactive payment of Alu-O’hara Benefits from the date when she was deemed permanently and totally disabled;

WHEREAS, the Town denies that Santinello is entitled to any recovery, but has settled Santinello’s claims to resolve the controversy between them amicably and

expeditiously and avoid the costs relating to litigation of the Action pursuant to the Confidential Settlement Agreement and General Release (the "Agreement") attached hereto as Exhibit "A."

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

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

Section 2. Approval. The Town Council hereby approves resolving Santinello's claims brought in the Action according to the terms described in the Agreement attached hereto as Exhibit "A."

Section 3. Authorization. The Town Council hereby authorizes the Town Mayor and Manager to take all steps necessary to execute and implement this Resolution.

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

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

Mayor Glenn Singer	_____
Vice Mayor 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 28th day of February, 2017.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

The Town of Golden Beach ("Golden Beach") and Michelle Santinello a/k/a Kelly Cabot, her heirs, executors, administrators, successors, and assigns (collectively referred to throughout this Confidential Settlement Agreement and General Release as "Santinello") hereby enter into this Confidential Settlement Agreement.

WHEREAS, Santinello was employed by Golden Beach as a police officer until May 2005;

WHEREAS, Santinello suffered an injury while on duty on or about September 19, 2003, which injury she alleges entitled her to benefits under the Alu-O'hara Act, Florida Statute Section 112.19, as of November 7, 2005 ("Alu-O'hara Benefits");

WHEREAS, Golden Beach alleges on or about September 3, 2014, Santinello first requested Alu-O'hara Benefits from Golden Beach;

WHEREAS, on or about October 28, 2014, Golden Beach agreed to provide Santinello with Alu-O'hara Benefits going forward;

WHEREAS, on or about September 27, 2016, Santinello filed a complaint against Golden Beach in the action captioned Santinello v. City of Golden Beach, pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No. CACE-2016-024489 (the "Action");

WHEREAS, Santinello claims in the Action that she was entitled to retroactive payment of Alu-O'hara Benefits from the date when she was deemed permanently and totally disabled;

WHEREAS, Golden Beach denies that Santinello is entitled to any recovery, but has settled Santinello's claims to resolve the controversy between them amicably and expeditiously and avoid the costs relating to litigation of the Action;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by entering into this Agreement, it is hereby

STIPULATED AND AGREED by and between the Parties that Santinello's claims are resolved as follows:

1. **Consideration.** In consideration for signing this Confidential Settlement Agreement and General Release (the "Agreement"), and complying with its terms, Golden Beach agrees to pay the total gross sum of Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00), as follows:

- i. a check payable to the order of Michelle Santinello in the amount of Fifteen Thousand, One Hundred and Twenty Dollars and Seven Cents (\$15,120.07), for which a 1099 will be issued; and
- ii. a check payable to the order of Velasquez, Dolan, Arias, P.A. in the amount of Seven Thousand, Three Hundred and Seventy-Nine Dollars and Ninety-Three Cents (\$7,379.93) representing attorneys' fees and costs, for which a Form 1099 will be provided.

The checks described above shall be delivered to Velasquez, Dolan, Arias, P.A. within thirty (30) days of receipt by Golden Beach's counsel of the last of the following: (1) this Agreement with Santinello's original signature; (2) signed IRS W-9 form from Santinello's counsel; (3) a signed IRS W-9 form from Santinello; (4) a resolution approving this Agreement enacted by Golden Beach's Town Council; and (5) Plaintiff's e-filing of a Notice of Settlement and Dismissal with Prejudice with the Court.

The sums detailed above are in full and final settlement and resolution of any and all claims which Santinello had, has, or may have against Golden Beach arising out of or in any way connected with her employment or separation of employment with Golden Beach as of the date of the execution of this Agreement. Each Party shall bear her or its own fees and costs, except as provided for herein.

2. **Tax Responsibility.** Santinello agrees that she will be exclusively responsible for the payment of any taxes owed on any amounts paid to her under the terms of this Agreement. Golden Beach makes no representation as to the taxability of the amounts paid to Santinello or her counsel. Santinello agrees to pay her portion of federal, state, or local taxes, if any, which are required to be paid with respect to this Agreement. Moreover, Santinello agrees to indemnify Golden Beach and hold it harmless from any interest, taxes, or penalties assessed against it by any governmental agency as the result of the non-payment of taxes on any amounts paid to Santinello or her counsel under this Agreement.

3. **No Consideration Absent Execution of this Agreement.** Santinello understands and agrees that Santinello would not receive the monies and/or benefits specified in paragraph "1" above, except for Santinello's execution of this Agreement and the fulfillment of the promises contained herein.

4. **General Release, Claims Not Released and Related Provisions**

a. **Mutual General Release of All Claims.** Santinello knowingly and voluntarily releases and forever discharges Golden Beach, its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, (collectively referred to throughout the remainder of this Agreement as "Releasees"), of and from any and all claims, known and unknown, asserted or unasserted, which Santinello has or may have against Releasees as of the date of execution of this Agreement. Santinello's

spouse, Leo Santinello, releases and forever discharges Releasees of and from any claims he has or may have against Releasees as of the date of execution of this Agreement for Alu-O'hara Benefits resulting from Michelle Santinello's injury.

Golden Beach knowingly and voluntarily releases and forever discharges Santinello of and from any and all claims, known and unknown, asserted or unasserted, which Golden Beach has or may have against Santinello as of the date of execution of this Agreement.

b. **Claims Not Released.** Santinello is not waiving any rights she may have to: (a) her own vested accrued employee benefits under Golden Beach's health, welfare, retirement or other benefit plans; and (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes. Neither party is waiving any rights they may have to (a) pursue claims which by law cannot be waived by signing this Agreement; (b) enforce or demonstrate a breach of this Agreement; and/or (c) challenge the validity of this Agreement.

5. **Confidentiality; Non-Disparagement.** In response to any inquiry regarding this Agreement or if asked if a settlement was reached between the parties, Santinello may only say that "the matter has been resolved." Santinello agrees that the terms of this Agreement shall be held in strict confidence by Santinello and all such information shall not be disclosed to any third party or entity (including current or former employees of Releasees, but excluding state, federal and local agencies). Except nothing herein shall limit Santinello in her communications: a) with her spouse or legal, accounting and tax advisors of the terms of this Agreement, provided, however, that before such disclosure is made, that person or entity that will be receiving the disclosure is informed of and agrees to be bound by this confidentiality provision; b) if subpoenaed by a party, required by law, or ordered by court, Santinello may testify freely regarding any subject matter including this Agreement or may produce the Agreement; c) with a court of competent jurisdiction in order to enforce or demonstrate a breach of this Agreement, and/or d) with any federal, state, or local government administrative agency. Santinello agrees that if a request for information subject to this confidentiality provision is made by any agency of the federal, state or local government, or pursuant to a valid subpoena or court order, Santinello shall advise Golden Beach of such request not later than five (5) days after such request.

Santinello agrees that Santinello will not engage in any activity which is intended to defame Releasees and agrees that Santinello will not make any disparaging comments about Releasees (orally or in writing). Any disclosure or dissemination by Santinello other than as described herein will be regarded as a breach of this Agreement. Santinello shall be liable to Releasees for damages for each violation proven in a court of competent jurisdiction, plus a reasonable attorney's fee and court costs for enforcing this provision. Golden Beach agrees to direct the Town Manager not to engage in any activity which is intended to defame Santinello and agrees to direct the Town Manager not to make any disparaging comments about Santinello (orally or in writing). Golden Beach shall be liable to Santinello for damages for each violation proven in a court of competent jurisdiction, plus a reasonable attorney's fee and court costs for enforcing this provision.

6. Acknowledgments and Affirmations.

Santinello affirms that she has not filed, caused to be filed, or presently is a party to any claim against Golden Beach, except current dispute regarding calculation and possible underpayment of pension benefits, other than the Action, which Santinello has agreed to dismiss under this Agreement.

Santinello affirms that she has been granted any leave to which she was entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws.

Santinello affirms that all of Golden Beach's decisions regarding Santinello's pay and benefits through the date of Santinello's execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

7. Governing Law and Interpretation. This Agreement shall be governed and conformed in accordance with the laws of the state of Florida without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. The parties agree that such dispute shall be heard by a judge, not a jury, exclusively in Miami-Dade County, Florida. The Parties agree that the prevailing party to any such action or dispute shall be entitled to recover her/its reasonable attorney's fees and costs from the non-prevailing party. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release and consideration language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

8. Non-admission of Wrongdoing. The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

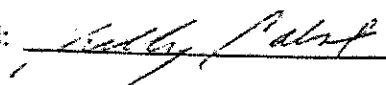
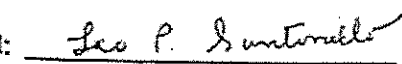
9. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

10. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Santinello acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement, except for those set forth in this Agreement.

SANTINELLO FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE,

**SETTLE AND RELEASE ALL CLAIMS SHE HAS OR MIGHT HAVE AGAINST
RELEASEES EXCEPT AS LIMITED OR STATED HEREIN.**

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

<u>Michelle Santinello a/k/a Kelly Cabot</u> Signed: <u></u> Date: <u>02-23-2017</u>	<u>Town of Golden Beach</u> By: _____ in her/his capacity as an authorized representative of Town of Golden Beach Print: _____ Title: _____ Date: _____
<u>Leo Santinello</u> Signed: <u></u> Date: <u>02/23/17</u>	

STcm 2/28/2017

Lissette Perez

Reso. 2483.17 memos Backup

From: Michael S. Kantor <MKantor@wsh-law.com>
Sent: Tuesday, February 14, 2017 7:13 PM
To: Lissette Perez; Alexander Diaz
Cc: Brett J. Schneider; Frank Alonso; Stephen J. Helfman
Subject: RE: Santinello v. Golden Beach Update
Attachments: FW: Michelle Santinello vs. the Town of Golden Beach; RE: Michelle Santinello vs. the Town of Golden Beach GC2016086059

Hi Lissette,

Attached are emails confirming that both the Town's Workers Comp carrier and the Florida League of Cities declined coverage for this matter. Florida's Alu-O'Hara Act, Florida Statute 112.19, requires the employer of any full-time law enforcement officer who suffers a catastrophic injury on the job to provide health insurance benefits for the rest of the employee's life. In this case, the Town was Officer Santinello's employer at the time she suffered a catastrophic injury while on duty and the Town is therefore liable to pay these benefits.

Santinello did not request these benefits until 2014, well after her Workers Comp claim was resolved. In December 2014, the Town accepted Officer Santinello's demand to pay her health insurance premiums going forward but declined to do so retroactively back to the date of her injury on November 7, 2005. In October 2016, Santinello filed this lawsuit seeking recovery of the health insurance premiums she had already paid between the date of her injury (November 2005) and the date when the Town began paying (December 2014). We estimated this would cost approximately \$50,000. We took the position that the four-year statute of limitations barred Santinello's claim in whole or in part and we were able to negotiate a settlement for \$22,500 – less than half the value of the claim – without incurring significant legal fees in litigation.

I will send you a draft settlement agreement for review and approval before providing it to Santinello's attorney.

Please let me know if you, Alex, or Mayor Singer have any other questions or if you would like to discuss further.

Best,
Michael

From: Lissette Perez [mailto:LPerez@goldenbeach.us]
Sent: Tuesday, February 14, 2017 3:17 PM
To: Michael S. Kantor; Alexander Diaz
Cc: Brett J. Schneider; Frank Alonso
Subject: RE: Santinello v. Golden Beach Update

Good Afternoon Michael,

Mr. Diaz spoke with Mayor Singer and he advised to move forward with the settlement. However, Mayor Singer had some questions that he wanted the Town's attorneys to respond to. His questions are:

1. Why is the Town paying for Michelle Santinello's (aka Kelly Cabot's) insurance for life and not the Town's worker's compensation carrier?
2. Why is the League of Cities not covering the settlement amount instead of the Town?
3. He also why like a synopsis of what the officer's rights are under the Alu O'Hara Act?

Please respond at your earliest convenience.
Feel free to call me if you have any questions or concerns.

Thank you,

Lissette Perez

Town Clerk/Human Resources Director &
Executive Assistant to the Town Manager

Town of Golden Beach

One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 ext. 238

Facsimile: 305.932.1598 www.goldenbeach.us

"A Town of Excellence"- The Town of Golden Beach is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

From: Michael S. Kantor [<mailto:MKantor@wsh-law.com>]

Sent: Tuesday, February 14, 2017 11:46 AM

To: Alexander Diaz

Cc: Lissette Perez; Brett J. Schneider; Frank Alonso

Subject: RE: Santinello v. Golden Beach Update

Alex – Please also let me know how you would like to handle approval of the settlement. The Town Code allows you to approve purchases for less than \$25k with certain conditions. Our settlement for \$22,500 would seem to be within your authority but please let us know if you think we will need approval from the Town Council.

The Town Manager is authorized to make purchases of goods, materials or services that have a total cost of less than \$25,000.00 without Council action provided the applicable requirements of the purchasing ordinance have been met and the Manager obtains the approval of the Mayor, who shall execute all documents on behalf of the Town. This subsection (5) may be repealed by ordinance of the Town Council.

Sec. 2-266(5)

From: Michael S. Kantor

Sent: Tuesday, February 14, 2017 8:15 AM

To: 'Alexander Diaz'

Cc: Lissette Perez; Brett J. Schneider; Frank Alonso

Subject: RE: Santinello v. Golden Beach Update

Good morning Alex,

We have reached a deal to settle the case at \$22,500 in exchange for mutual releases. Ms. Santinello would keep her right to vested benefits, such as health insurance. Please confirm your agreement and I will draft a settlement agreement for your review.

Best,
Michael

Lissette Perez

From: Brett J. Schneider <BSchneider@wsh-law.com>
Sent: Friday, November 04, 2016 12:04 PM
To: Lissette Perez
Cc: Alexander Diaz; Stephen J. Helfman; Michael S. Kantor; Frank Alonso
Subject: RE: Michelle Santinello vs. the Town of Golden Beach GC2016086059

Lissette,

It appears that there is no coverage for this claim. We are proceeding with requesting an extension of time to respond and will begin to prepare a defense. Once you get the coverage denial letter, you should also send that to us so that we can analyze whether their assessment that there is no coverage is correct.

Thank you.

From: Lissette Perez [mailto:LPerez@goldenbeach.us]
Sent: Friday, November 04, 2016 12:02 PM
To: Brett J. Schneider
Cc: Alexander Diaz
Subject: FW: Michelle Santinello vs. the Town of Golden Beach GC2016086059

Hi Brett,

Please see response I received from the League below.
Please advise how the Town is to proceed at your earliest convenience.

Thank you,

Lissette Perez

Town Clerk/Human Resources Director &
Executive Assistant to the Town Manager
Town of Golden Beach
One Golden Beach Drive; Golden Beach, FL 33160
Main Office: 305.932.0744 ext. 238
Facsimile: 305.932.1598 www.goldenbeach.us

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From: Alonzo Hatchette [mailto:AHatchette@flicities.com]
Sent: Friday, November 04, 2016 11:49 AM
To: Lissette Perez
Cc: David Cominsky; PL Mail
Subject: RE: Michelle Santinello vs. the Town of Golden Beach GC2016086059

Good morning,

I just called you a voice mail message, our coverage attorney has review the complaint and has stated the follow:

--PGIT likely denied coverage for the claim properly because the emails sent to you say they haven't had the coverage since '03;

--'Damages' are referenced in this Complaint, but only in the allegation that plaintiff is 'entitled' to statutory benefits, and wants a 'declaration' from the Court to that effect;

--In its title ('Petition for Declaratory Relief') and 'Wherefore' clause at the end, plaintiff only seeks Declaratory Relief from the Court---never specifically demanding 'damages' in that 'Conclusion' to the Petition.

As a result, FLC appear to have an adequate ground for denying coverage per Exclusion DD.

In his opinion letter that will be coming to FLC on Monday, will outline FMIT coverage for this case is plainly excluded under Exclusions DD. And wanted us to remind you that service was apparently made on the Town on Oct.17th, so a Reply pleading must be filed by this coming Monday or extension sought from plaintiff attorney.

Your emails w/PGCS-PGIT already mention that the Town may rely on Atty. Mia Martin to handle this matter, because it involves 'health insurance premiums'. You may want to contact Atty.Martin asap because of that deadline.

Alonzo

From: Lissette Perez [<mailto:LPerez@goldenbeach.us>]
Sent: Wednesday, November 2, 2016 12:37 PM
To: Alonzo Hatchette <AHatchette@flcities.com>
Subject: FW: Michelle Santinello vs. the Town of Golden Beach

Good Morning Alonzo,

Can you please see response below I received from Preferred Governmental Claim Solutions. Would you be able to direct me to the correct person at the League of Cities I should discuss this lawsuit with?

The timeframe for a response is quickly approaching and if the Town's attorney's do need to draft a response it would need to be drafted relatively quickly.

Thank you,

Lissette Perez

Town Clerk/Human Resources Director &
Executive Assistant to the Town Manager

Town of Golden Beach

One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 ext. 238

Facsimile: 305.932.1598 www.goldenbeach.us

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From: Julius Hajas [<mailto:jhajas@pgcs-tpa.com>]

Sent: Tuesday, November 01, 2016 5:28 PM

To: Lissette Perez

Cc: 'MMartin@WSH-law.com'; George Helm III; Mitzi Protasevich; Tracy Marshall; Cheryl Riley; Jennifer Martin; Ann Hansen; William Ritzmann III; Natalie Bowen

Subject: Michelle Santinello vs. the Town of Golden Beach

Dear Ms. Perez,

Per our conversation this afternoon, please be advised that I am with PGCS Claim Services which handles the claims for Preferred Governmental Insurance Trust (PGIT). I have reviewed the attached lawsuit and it is apparent that this lawsuit is not part of the workers' compensation claim that was handled by PGCS and Mr. George Helm which was settled. This lawsuit is about health insurance premium benefits that allegedly were triggered on November 7, 2005 when Ms. Santinello was accepted as permanently totally disabled. The Date of Loss for this claim is therefore November 7, 2015. The coverage agreement in effect with PGIT ended on October 1, 2003 which is prior to the date of the loss that this lawsuit is about. The Town of Golden Beach should therefore refer this lawsuit for coverage and handling to the insurance carrier that provided General Liability Coverage, Employment Benefits Liability Coverage and Employment Practices Coverage to the Town of Golden Beach on November 7, 2005.

Since there is no coverage for the claim, there is no obligation to either defend or provide indemnity for the same.

It is my understanding from a communication with Mr. Helms office that Attorney Mia Martin with the Weiss Serota Law Firm may be handling this health insurance issue for the Town of Golden Beach. I have copied Attorney Mia Martin on this communication.

If you have any questions or have additional information that you would like for us to consider, then, please send it on to me for review.

The foregoing is not intended to waive any defenses which are now, or which hereafter become available to PGIT. The foregoing does not constitute a waiver of any term, condition, limitation, or exclusion of the insurance coverage agreement and PGIT hereby expressly reserves all of their rights and defenses that they may have in conjunction with the coverage agreement as to this claim.

Thank you,

Julius F. Hajas
Claims Manager
PGCS Claim Services
PO BOX 958456
Lake Mary, FL 32795-8456
(800) 237-6617, ext. 4000
Fax (321) 832-1448





PLEASE NOTE: We have moved to a paperless environment. In order to continue to provide the best service available, all communications should contain the claimant's name, the insured's name, the date of loss and the claim number (if available) in the Subject line.

NOTICE: The information contained in this electronic message is legally privileged and confidential and is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this message is strictly prohibited. If you have received this message in error, please immediately notify us by telephone at (321) 832-1400 and destroy all electronic and printed versions of this message. Thank you.

From: George Helm III
Sent: Monday, October 31, 2016 6:06 PM
To: Julius Hajas; Cheryl Riley; Ann Hansen; Rachel Kelly; Mary Walck
Cc: Mitzi Protasevich; Tracy Marshall
Subject: FW: Michelle Santinello vs. the Town of Golden Beach
Importance: High

This was served on the employer on October 17.

Staff, please make sure I talk to Julius about this tomorrow.

George Helm III, Esq.
Public Entity Legal Solutions
Bolton & Helm LLP
321-832-1700

NOTICE: The information contained in this electronic message is legally privileged and confidential and is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this message is strictly prohibited. If you have received this message in error, please immediately notify us by telephone at (321) 832-1700 and destroy all electronic and printed versions of this message. Thank you.

From: Lissette Perez [<mailto:LPerez@goldenbeach.us>]
Sent: Monday, October 31, 2016 10:46 AM
To: Mitzi Protasevich; George Helm III
Subject: FW: Michelle Santinello vs. the Town of Golden Beach
Importance: High

Dear Mr. Helm,

Please see attached lawsuit.

I was advised to send it to you.

Please confirm receipt and advise if I need to do anything further.

Sincerely,

Lissette Perez
Town Clerk/Human Resources Director &
Executive Assistant to the Town Manager
Town of Golden Beach

One Golden Beach Drive; Golden Beach, FL 33160
Main Office: 305.932.0744 ext. 238
Facsimile: 305.932.1598 www.goldenbeach.us

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