



TOWN OF GOLDEN BEACH

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

**Official Agenda for the August 19, 2014
Regular Town Council Meeting called for 6:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

J. TOWN ATTORNEY REPORT

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

**1. An Ordinance of the Town Council Amending Chapter 14
"Environment" of the Town Code of Ordinances.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 14, "ENVIRONMENT" OF THE TOWN CODE OF ORDINANCES BY CREATING ARTICLE V "STORMWATER CONTROL" AND ARTICLE VI "SOIL EROSION, FUGITIVE DUST AND SEDIMENT CONTROL;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 560.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 560.14

M. QUASI JUDICIAL RESOLUTIONS

None

N. CONSENT AGENDA

2. Official Minutes of the June 17th, 2014 Regular Town Council Meeting
3. **A Resolution of the Town Council Approving the Payment of \$1,000 to Florida International University Biscayne Bay Campus.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$1,000.00 TO FLORIDA INTERNATIONAL UNIVERSITY BISCAYNE BAY CAMPUS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2359.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2359.14

4. **A Resolution of the Town Council Approving a Joint Project Agreement with FDOT for Turf and Landscape Maintenance.**

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

Exhibit: Agenda Report No. 4
Resolution No. 2360.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2360.14

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

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

Exhibit: Agenda Report No. 5
[Resolution No. 2361.14](#)

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2361.14

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

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

Exhibit: Agenda Report No. 6
[Resolution No. 2362.14](#)

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2362.14

7. A Resolution of the Town Council Approving a Mutual Aid Agreement between the Village of Bal Harbour and Golden Beach.

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

Exhibit: Agenda Report No. 7
[Resolution No. 2363.14](#)

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2363.14

8. A Resolution of the Town Council Approving the Payment of \$500.00 to the “Do the Right Thing of Miami” Program.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$500.00 TO THE “DO THE RIGHT THING OF MIAMI, INC.”, PROGRAM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
[Resolution No. 2364.14](#)

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2364.14

O. TOWN RESOLUTIONS

9. A Resolution of the Town Council Renewing the Agreements for Dental and Vision Insurance Plans for Town Employees.

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

Exhibit: Agenda Report No. 9
[Resolution No. 2365.14](#)

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2365.14

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

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

Exhibit: Agenda Report No. 10

Resolution No. 2366.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2366.14

11. A Resolution of the Town Council Approving a Proposal with Cannatelli Builders, INC. for Concrete Repair and Restoration Work.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A PROPOSAL WITH CANNATELLI BUILDERS, INC. FOR CONCRETE REPAIR AND RESTORATION WORK THROUGHOUT THE TOWN; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 11
Resolution No. 2367.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2367.14

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

*** Smoke-free Town

Vice Mayor Bernard Einstein:

None Requested

Councilmember Amy Isackson-Rojas:

None Requested

Councilmember Kenneth Bernstein:

None Requested

Councilmember Judy Lusskin:

None Requested

Town Manager Alexander Diaz

*** Fiscal Year 2014/2015 Proposed Budget Presentation

*** Building Permit Fees

*** Civic Center Master Plan – *Time Permitting*

Q. ADJOURNMENT:

DECORUM:

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER.

NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

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

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

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

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

A handwritten signature in blue ink that reads "Alex B." with a stylized flourish at the end.

Subject: Ordinance No. 560.14 – Stormwater Control and Soil Erosion,
Fugitive Dust and Sediment Control – NPDES Florida Friendly
Ordinance Adoption.

Item Number:

1

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 560.14 as presented.

Background:

Ordinance 560.14 is in conformity with the requirements of the Federal National Pollution Discharge Elimination System, also known as NPDES. It is required that in support of this system that the Town adopt a Florida Friendly Ordinance aimed at improving stormwater runoff water quality within the Town.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 560.14

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 14, "ENVIRONMENT" OF THE TOWN CODE OF ORDINANCES BY CREATING ARTICLE V "STORMWATER CONTROL" AND ARTICLE VI "SOIL EROSION, FUGITIVE DUST AND SEDIMENT CONTROL;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the "Town") participates as a co-permittee with Miami-Dade County in the National Pollutant Discharge Elimination System program (the "Program"); and

WHEREAS, this Program is aimed at improving stormwater runoff water quality within the Town; and

WHEREAS, as a part of this Program the Town is required to adopt certain standards and regulations regarding water quality, including provisions for erosion, fugitive dust and sediment control; and

WHEREAS, the Town Council finds that the adoption of this Ordinance is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Amending Chapter 14. That Chapter 14 of the Code of Ordinances of the Town of Golden Beach, Florida, is hereby amended to read as follows:¹

ARTICLE V STORMWATER CONTROL

Sec. 14-125. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

- *Authorized official* means any employee or agent of the Town authorized in writing by the Director to administer or enforce the provisions of this article.

- *Director* means the Town Manager or designee.

- *Discharge* means any direct or indirect entry of any solid, liquid or gaseous matter.

- *Stormwater* means any stormwater runoff, and surface runoff and drainage.

- *Stormwater system* means the system of conveyances used for collecting, storing and transporting Stormwater owned by the Town, but not including any facilities intended to be used in accordance with applicable law for collecting and transporting sanitary or other wastewater.

Sec. 14-126. Illicit discharges.

(a) *Prohibitions.* Except as set forth under subsection (b) of this section or as in accordance with a valid National Pollutant Discharge Elimination System (NPDES) permit, any Discharge to the Stormwater System that is not composed entirely of

¹ Changes between first and second reading are indicated with highlight, with additions between first and second reading shown in double underline. Deletions between first and second reading are shown in ~~double strikethrough~~.

Stormwater is prohibited. Further, any Discharge to the Stormwater System containing any sewage, industrial waste or other waste materials, or containing any materials in violation of federal, state, county, Town or other laws, rules, regulations, orders or permits is prohibited.

(b) *Authorized exceptions.* Unless the Director determines that it is not properly managed or otherwise is not acceptable, the following Discharges are exempt from the general prohibitions set forth under subsection (a) of this section:

- (1) Flows from firefighting, water line flushing and other contributions from potable water sources;
- (2) Landscape irrigation and lawn watering;
- (3) Irrigation water;
- (4) Rising groundwaters;
- (5) Direct infiltration to the Stormwater System;
- (6) Uncontaminated pumped groundwater;
- (7) Foundation and footing drains;
- (8) Water from crawl space pumps;
- (9) Air conditioning condensation;
- (10) Individual residential car washings;
- (11) Flows from riparian habitats and wetlands; and
- (12) Dechlorinated swimming pool contributions. Chlorinated swimming pools shall not be drained into the Stormwater System with the following exceptions: Discharges associated with backwashing filters when the

backwash cycle generates less than 1,000 gallons and chlorinated water overflowing from a pool associated with a storm event.

(c) *Illicit connections.* No person shall maintain, use or establish any direct or indirect connection to the Stormwater System that results in any Discharge in violation of this article. This prohibition is retroactive and applies to connections made prior to the date of this article, regardless of whether made under a permit, or other authorization, or whether permissible under the laws or practices applicable or prevailing at the time the connection was made.

(d) *NPDES permits.* Any person who holds an NPDES permit shall provide a copy of such permit to the Director no later than 60 calendar days after the effective date of this article, or 60 calendar days after issuance.

(e) *Notification of Discharges.* As soon as any person has knowledge of any Discharge to the Stormwater System in violation of this article, such person shall immediately notify Miami-Dade County Permitting, Environment and Regulatory Affairs (PERA); and if such person is directly or indirectly responsible for such Discharge, he or she shall also take immediate action to ensure the containment and cleanup of such Discharge, and shall confirm such notification in writing to the Director, within three calendar days.

Sec. 14-127. Inspections and monitoring.

(a) *Authority for inspections.* Whenever necessary to make an inspection to enforce any of the provisions of this article, or regulation or permit issued hereunder, or whenever an Authorized Official has reasonable cause to believe there exists any condition constituting a violation of any of the provisions of this article, or regulation or

permit issued hereunder, any Authorized Official may enter any property, building or facility at any reasonable time to inspect the same or to perform any duty related to the enforcement of the provisions of this article or any regulations or permits issued hereunder; provided that if such property, building or facility is occupied, such Authorized Official shall first present proper credentials and request permission to enter, and if such property, building or facility is unoccupied, such Authorized Official shall make a reasonable effort to locate the owner or other person having charge or control of the property, building or facility, and shall request permission to enter. Any request for permission to enter made hereunder shall state that the owner or person in control has the right to refuse entry, and that if entry is refused, the Authorized Official may enter to make inspection only upon issuance of a search warrant by a duly authorized official. If the owner or person in control refuses permission to enter after such request has been made, the Authorized Official is hereby authorized to seek assistance from any court of competent jurisdiction in obtaining entry. Routine or area wide inspections shall be based upon such reasonable selection processes as may be necessary to carry out the purposes of this article, including but not limited to random sampling and sampling in areas with evidence of Stormwater contamination, non-Stormwater Discharges or similar factors.

(b) *Authority for monitoring and sampling.* Any Authorized Official may establish on any property such devices as are necessary to conduct sampling or metering of Discharges to the Stormwater System. During any inspections made to enforce the provisions of this article, or regulations or permits issued hereunder, any Authorized Official may take any samples deemed necessary.

(c) Requirements for monitoring. The Director may require any person engaging in any activity or owning any property, building or facility to undertake such reasonable monitoring of any Discharge to the Stormwater System and maintenance of all private Stormwater structures, and to furnish annual maintenance and monitoring reports to the Director.

Sec. 14-128. Enforcement.

(a) Enforcement actions. The Director may take all actions necessary, including the issuance of notices and violations, the filing of court actions, and/or referral of the matter for code compliance in accordance with Chapter 2 of this code, to require fines and enforce compliance with the provisions of this article and with any regulation or permit issued hereunder.

(b) Stop work orders. In addition to other remedies for violation as provided in this section, violation of this article shall constitute grounds for the issuance of a stop work order by the building official in accordance with the provisions of the Florida Building Code.

Secs. 14-129—14-134. Reserved.

ARTICLE VI SOIL EROSION, FUGITIVE DUST AND SEDIMENT CONTROL

Sec. 14-135. Purpose and intent.

(a) Land Disturbing Activities can cause excessive runoff and accelerate the process of soil erosion, resulting in the damage and loss of natural resources, including the degradation of water quality.

(b) In addition, emissions of particulate matter during construction and demolition, including but not limited to incidents caused by vehicular movement, transportation of materials, construction, alteration, demolition or wrecking of buildings or structures, or the stockpiling of particulate substances, may trespass on neighboring properties and degrade air quality.

(c) The Town finds that:

(1) Excessive quantities of soil may erode from areas undergoing development due to Land Disturbing Activity.

(2) Soil erosion can result in the degradation of valuable shoreline resources, such as Dunes and lagoonal shoreline communities.

(3) Sediment from soil erosion can clog storm sewers and swales, and silt navigational channels.

(4) Sediment and Sediment-Related Pollutants degrade ecosystems, resulting in the destruction of aquatic life and degradation of water quality.

(5) Airborne Sediments can constitute a nuisance for adjacent property owners, and degrade the quality of the air.

Sec. 14-136. Purpose.

The purpose of this article is to safeguard persons, protect property, prevent damage to the environment, and promote the public welfare by guiding, regulating and controlling the design, construction, use and maintenance of any development or other activity which disturbs or otherwise results in the movement on earth of land situated in the Town.

Sec. 14-137. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

- *Director* means the Town Manager or designee.
- *Dune* means a hill or ridge of windblown sand and marine deposits formed by action of the wind and water, often stabilized by vegetation indigenous to this formation.
- *Erosion and Sediment Control Plan* means a plan for the control of soil erosion, sedimentation of waters and Sediment-Related Pollutants and stormwater runoff resulting from Land Disturbing Activity.
- *Land Disturbing Activity* means any land change that may result in soil erosion from water or wind and the movement of Sediments and Sediment elated Pollutants in waters, including but not limited to clearing, grading, excavating, transporting and filling of land, and tree removals.
- *Sediment* means the mineral or organic particulate material that is in suspension or has settled in Surface Waters or groundwaters.
- *Sediment related pollutants* means substances such as nutrients, pesticides, pathogens, and organic materials that are transmitted with, or in association with, Sediment.
- *Surface water* means water above the surface of the ground whether or not flowing through definite channels.

Sec. 14-138. Erosion and sediment control plan and standards.

No person shall engage in Land Disturbing Activity until an Erosion and Sediment Control Plan has been submitted and the plan has been approved by the Director. The Erosion and Sediment Control Plan shall comply with the erosion control standards provided in the latest edition of the Florida Stormwater Erosion and Sediment Control Inspector's Manual published by the Florida Department of Environmental Protection Nonpoint Source Management Section as determined to be applicable by the Director at the time of permit application. The Director shall require the party responsible for carrying out the Erosion and Sediment Control Plan to submit monitoring reports, as deemed necessary, to determine whether the measures required by the approved Erosion and Sediment Control Plan are being properly performed.

Sec. 14-139. Exemptions.

Minor Land Disturbing Activities, such as home gardens and individual home landscaping, repairs, maintenance work, and other related activities, shall be exempt from the requirements of this article, provided that such activities do not contribute to any on-site generated erosion, or degradation of lands or water beyond the boundaries of the property involved.

Sec. 14-140. Enforcement.

(a) *Enforcement actions.* The Director shall take all actions necessary, including the issuance of notices and violations, the filing of court actions, and/or referral of the matter for code compliance in accordance with Chapter 2 of this code, to require fines and enforce compliance with the provisions of this article and with any regulation or permit issued hereunder.

(b) Stop work orders. In addition to other remedies for violation as provided in this section, violation of this article shall constitute grounds for the issuance of a stop work order by the building official in accordance with the provisions of the Florida Building Code.

Secs. 14-141—14-149. Reserved.

Section 3. Severability. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 4. Conflicts. To the extent that this Ordinance conflicts wholly or partially with any existing provision in the Town Code, the terms of this Ordinance shall prevail.

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

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

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

PASSED AND ADOPTED on first reading this 19th day of August, 2014.

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

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

PASSED AND ADOPTED on second reading this ____ day of _____, 2014.

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

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: Town Council Minutes

Item Number:

2

Recommendation:

It is recommended that the Town Council adopt the attached minutes of the Town's June 17th, 2014 Regular Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the June 17, 2014 Regular Town Council Meeting called for 6:00 P.M.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:05 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Bernard Einstein, Councilmember Judy Lusskin (***Councilmembers Kenneth Bernstein and Amy Isackson-Rojas arrived later in meeting*)

Staff Present: Town Manager Alexander Diaz, Town Clerk Lissette Perez, Police Chief Don De Lucca, Assistant Police Chief George Cadavid, Finance Director Maria D. Camacho, Town Attorney Steve Helfman, Building Official Dan Nieda, Building & Zoning Director Linda Epperson, Community Development Specialist Michael Glidden

C. PLEDGE OF ALLEGIANCE

Chief of Police led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

Recognition for Upcoming Retirement - **** held off until these employees arrived

- Public Works Director Riley Crews
- Public Works Crew Leader Jerome Scott

Promotional Recognition - **** held off until this employee arrived

- Public Works Assistant Director Kirk McKoy

Recognition of Officer of the Quarter – Officer Edsel Carrasco

Recognition of Employee of the Quarter – Community Development Specialist, Michael Glidden

Special Recognition for Work on 85th Anniversary Events

- Michael Glidden

E. MOTION TO SET THE AGENDA

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

Mayor Singer made a motion to move Items N2-N4 off the consent agenda to Town Resolutions, seconded by **Councilmember Lusskin** made motion.

Consensus vote 3 Ayes 0 Nays

F. GOOD AND WELFARE

Jan Solomon, FIU 3000 NE 151 Street, North Miami, FL

Spoke on FIU's prestige cultural series and the university's request for the Town to sponsor the prestige cultural series for \$1,000. Thanked the Town for its involvement and sponsorship for the past five years.

Dina Nicolella, 522 North Parkway

Submitted a letter that was read into the record by the Town Clerk regarding a request from the GBYLG to create a small community garden, and rooftop terraces.

G. MAYOR'S REPORT

Spoke on the passing of Golden Beach resident Fred Chouinard and the asset that he was to the Town of Golden Beach. His thoughts are with Mr. Chouinard's wife and son. Reminded residents to notify the Town if leaving for the summer so that their homes are assigned an extra watch. Also reminded residents that there would be no council meeting in July.

H. COUNCIL COMMENTS

Councilmember Lusskin

Commented on the Town magazine, stating that she would like to see changes and updates on Town issues in the magazine.

Vice Mayor Einstein

Commented on two residents that passed away, extending condolences to family members.

**** *Councilmember Rojas arrived at this time* ****

I. TOWN MANAGER REPORT

Also mentioned Mr. Chouinard's passing and how much he will be missed. Prayers go out to his wife and family. Town did execute the new contract with Mainguy, effective July 1st. Mainguy was tasked with spending the entire month of July bringing the Town up to par; 5-foot greenway and A1A will be heavily worked on. Beach pavilion project will commence this week. Any marine type vessels at the beach need to be removed by next Tuesday. If there are any vessels there, they will be removed and stored in Public Works. There is an item on the budget today. The Town's assessed values did go up considerably. Thanked the staff for all of their hard work.

J. TOWN ATTORNEY REPORT

James Banner vs. Town of Golden Beach and Daniel Nieda, R.A., as Building Official of the Town of Golden Beach

Town Attorney stated that the Town was served with a suit by this resident. There was a new home that he built in Town that included some ornamental features on the roof, which were initially approved by Town. Resident was later allowed to move in to the home with the condition that those features be removed. Suit is asking the court to compel the Town to issue a final certificate of occupancy without having to remove these features from the roof. Admittedly, these features were permitted in error. It is the Town Attorney's intent to defend the Town, unless the Town directs him otherwise.

Town Manager stated that the issue is that although they look like chimneys, they are not. Technically, under the Town's Code, they are decorative items that are not legal. The Town's Administration does take responsibility for erroneously approving this.

Mayor Singer asked how tall are they exactly – **Town Manager** stated that they are 8 feet above the allowed 30 feet.

Mayor Singer asked Building Official Nieda if when he was reviewing the plans there were fireplaces.

Building Official Nieda said no, they are decorative items designed to appear to be chimneys. He stated that the zoning code is silent as it relates to chimneys, the building code is not, so in the past the Town has relied on building code for guidance. In this case, it is a decorative chimney so it falls nowhere.

Mayor Singer stated that it is an oversight. It should never have been approved above 33 feet.

Town Attorney stated that the Town's code is clear, but what the Town has done is that it has made an exception allowing chimneys to exceed the height. The building code has nothing to do with the height set by the Town under the Town's code. Whether the Town Manager is taking responsibility for it, the Building Official taking responsibility for it, it exceeded a clear standard. A mistake was made.

Mayor Singer asked if the Town's stance is that they want the resident to remove it.

Town Attorney stated that the Town's stance is that they want him to remove it because it exceeds the height limitation.

Vice Mayor Einstein asked for clarification on when it was mentioned previously that he received a conditional TCO

Town Manager stated that the resident was made aware that a TCO was being issued and that until this matter was resolved the Town wouldn't issue a CO. The family is demanding their CO and filed suit in order to get their CO. Town's position is that they would like the decorative items to come down and the family is adamant about them not coming down. His recommendation is that they allow Mr. Banner to keep the elements and not incur thousands of dollars in legal fees on something that he doesn't think the Town will have a good chance to win. Also thinks the Banner family should apply for and seek a variance to address the issues of conformity.

Vice Mayor Einstein asked if the Town has a request to make a variance.

Town Attorney stated that the family is not prepared to remove these elements. He could speak to them about seeking a variance.

Mayor Singer stated that it's a waste of time and money. His opinion is that they go through and issue the CO and not waste the thousands of dollars defending it. His concern is how does the Town make sure it doesn't happen again.

Attorney stated that if the Town felt strongly about this, there is law that supports the Town fighting this. Not trying to push the town to litigate, but government makes mistakes and the law supports government not always, but sometimes when they do.

Mayor Singer directed the Town Attorney to seek a dismissal with a minimal expenditure of legal fees.

Town Manager stated that the Town would like a variance.

Town Attorney stated that they will resolve this so that there is not a precedence and that it is clearly stated that this is not a permitted use, so that a variance is not needed.

**** *Councilmember Bernstein arrived at this point in time.* ****

K. ORDINANCES – SECOND READING

None

**** At this point in time the Mayor recognized the retiring employees starting with Public Works Director Riley Crews. **Town Manager** and **Vice Mayor** spoke as well on the asset that Riley has been to the Town. He also recognized Public Works Crew Leader Jerome Scott. **Town Manager** stated that although Jerome is retiring, he will be returning after 45 days on a part-time status to drive the Town's garbage truck.

**** Representative Joe Geller, spoke about his intention to run for state representative, hoping that the Town will support him.

**** At this point in time the **Town Manager** announced that Kirk McKoy will be promoted to Assistant Public Works Director.

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

None

N. CONSENT AGENDA

1. Official Minutes of the May 20th, 2014 Regular Town Council Meeting

Motion to approve was made by Councilmember Rojas, seconded by Councilmember Lusskin.

Consensus vote 5 Ayes 0 Nays. Items N1 passes.

O. TOWN RESOLUTIONS

2. A Resolution of the Town Council Authorizing the Use of Law Enforcement Trust Fund (“LETf”) Monies to Provide for a New Town Entrance and Parking Security System.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (“LETf”) MONIES TO PROVIDE FOR A NEW TOWN ENTRANCE AND PARKING SECURITY SYSTEM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2356.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2356.14

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager stated that the item allows the Town to take LETf dollars and appropriate for the transponder program.

3. A Resolution of the Town Council Authorizing the Purchase of a Parking Control System from Amano McGann, Inc.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A PARKING CONTROL SYSTEM FROM AMANO MCGANN, INC.; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2357.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2357.14

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

Town Manager spoke stating that the current system has been there for quite a few years and the transponder technology is an older technology. Town has no method of control related to activating and deactivating the transponders. Once a transponder is issued it is functional for the life of the product. The Town wants to go to a new system providing enhanced and more technologically advanced coverage. The system the Town is proposing will become a method to manage residents, becoming a resident database and give the Town the ability to deactivate obsolete transponders. The Administration is also proposing that for the guest lane, the guard no longer interact with the vehicle but the vehicle will interact with us by way of a control post where the driver of the car must lower their window and push a button indicate what direction he/she is traveling. This method serves a dual purpose because it will take a photo of the people coming in and leaving. It is another deterrent. Will it work, not sure. Indian creek has the same system in place. The only difference is that guests interact with the guard when they enter the community. We can't get that personalized because of the backlog at the entrance to Town this could cause. He stated that he spoke with the attorney about the Town piggybacking off Indian Creek's contract. Asking Mayor and Council to authorize \$91,000 and the Administration will get Amano Mcgann to come down to that number.

Mayor Singer asked if it could be changed to \$100,000 instead of \$91,000.

Town Manager advised that Amano Mcgann's latest contract is at \$122,000.

Vice Mayor Einstein asked how many stickers/transponders each resident would receive.

Town Manager advised that the Town will provide residents with three stickers for their cars free of charge, any more transponders the residents will be charged a fee to be issued them.

Councilmember Bernstein asked if Town Manager could elaborate a little more on how people will be coming through.

Town Manager stated that the majority of people that come through the guest lane are residents. What we want to do is force them to use the resident lane. The Town wants to develop a program for the peak hours.

Councilmember Bernstein stated that he thinks that is going to create a nightmare of a backup at the entrance of Town and create a lot of stacking on A1A.

Town Manager stated that that is why during peak hours the Town wants to develop a system to move cars forward when they are stacked up during peak hours.

Councilmember Lusskin asked if this new system is going to be slower.

Town Manager stated yes, for guests it will be.

Councilmember Bernstein asked if the Town is going to move the entrance gate arm further west. **Town Manager** stated that they are going to move the gate arm 10 feet west.

Councilmember Bernstein stated that his issue is that if the Town is going to this new sophisticated system, then the Town should make sure that the cars that are getting stickers are actual Town cars.

Town Manager stated that there are other tools that it will be using this system for. A resident cannot get a transponder without registering their vehicle at Town Hall and without it being verified that they are in fact a resident of the Town.

Councilmember Bernstein stated that if the Town is going to put this in place, should the Town consider putting some kind of entrance and exit system at the North and South gates.

Town Manager stated no. The issue with leaving the South Gate closed has nothing to do with whether or not a system can be placed there. The closure of the South Gate had to do with legal issues.

Councilmember Bernstein brought up the issue of making the North Gate a usable exit for residents to use, not an entrance.

Mayor Singer stated that you cannot make a left exiting from the north end of Town, you can only make a right so this is a moot point.

Mayor Singer made motion to raise the LETF money from \$91,000 to \$100,000, seconded by Vice Mayor Einstein.

On roll call, the following vote ensued:

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

The motion passed.

A motion to reconsider the Item N2 was made by Vice Mayor Einstein, seconded by Councilmember Lusskin.

Town Attorney stated that this vacates the previous agenda item and now there should be a motion to approve the expenditure of the funds up to \$100,000.

A motion to approve the expenditure of the funds up to \$100,000 was made by Vice Mayor Einstein, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

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

The motion passed.

4. A Resolution of the Town Council Establishing the Maximum Proposed Millage Rate for F/Y 2014-2015.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ESTABLISHING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2014-2015; DIRECTING TOWN MAYOR AND TOWN MANAGER TO TRANSMIT PROPOSED MILLAGE TO PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2358.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2358.14

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 Einstein | <u>Aye</u> |
| Councilmember Lusskin | <u>Aye</u> |
| Councilmember Isackson-Rojas | <u>Aye</u> |
| Councilmember Bernstein | <u>Aye</u> |

The motion passed.

Town Manager stated that the Council recesses in July and in July the Town has to submit to the property appraiser's office what the proposed tentative millage is going to be. June 1st estimates show that the Town's assessed values grew by \$69-million. Although the July 1st number tends to go down, we hope that it will not have a considerable decrease from the June 1st number. If the June 1st number does not dramatically change, based on the 8.50 millage rate that the Town will budget to, what this will do is close the need to borrow the \$550,000 from the Fund Balance the Town has had to use every year to balance the budget. What the Council is doing is with this item is allowing the Town Manager to set the budget high for TRIM purposes only, but the budget will be set budgeted to 8.50 mills as has been done in the past.

Councilmember Bernstein asked if this is consistent with what the Town has done in the past. Town Manager stated that it is.

Town Manager stated that what happens is that by State Law once the tentative millage is published you cannot increase that number, you can only decrease it.

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Bernard Einstein:
*** Home Heights on As Built or Other Options

Vice Mayor Einstein asked to table his item.

Town Manager requested to have a private meeting with him and Building Official Nieda to discuss this and not bring it back on the agenda. **Vice Mayor Einstein** agreed.

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
*** Terraces/Balconies

Councilmember Lusskin asked to revisit this item because she attended a BRAB meeting and there was some confusion about the difference between terraces and balconies and also questions over where the Town would allow a terrace. The Ordinance reads that they are not allowed on a roof or roofs. Asked if there could be a compromise about allowing the terraces on the lower roofs, not the top roof. Asked if there is a way to bring this back on lower levels and make this work with some guidelines.

Mayor Singer stated that he misunderstood and he feels that the Council misunderstood what they approved.

Town Manager stated that there was an outcry from the residents to eliminate rooftop terraces, and that is what the Administration did. From the dais, the direction was eliminate it from the roof or roofs. However, when the Administration started looking at all plans that had been submitted, they realized that the new ordinance says that no terraces are permitted but balconies are allowed.

Mayor Singer asked the Town Manager to explain what the difference is between a balcony and a terrace.

Town Manager stated that a balcony projects from the main structure, a terrace is an open area on top of a deck. He stated that he's asked Building Official Nieda to go through what they have come up with to come to a compromise.

Building Official Nieda spoke on the recommendations from the Administration.

Mayor Singer stated that the Town is over-managing.

Town Manager stated that what the staff needs from the Council is direction

***** Councilmember Rojas stepped out at this time, but returned shortly after.*

Town Manager stated that if the Council wants to change the ordinance, that's fine.

Building Official Nieda stated that architects make it a sport to find loopholes in the code. He thinks that this is not going to happen again because the board is going to be sensitive to these concerns and probably will not approve the house.

Councilmember Lusskin stated that right now she's not willing to leave it up to chance.

Councilmember Bernstein asked if anyone has complained to **Councilmember Lusskin** not about a rooftop terrace but a second floor terrace. She said yes.

Resident Ed Elenson, 676 South Parkway – thinks the zoning department has it right, right now.

Danny Sorogon, Architect – if the issue is the privacy between neighbors, put up a huge hedge between them.

Town Manager stated that there is a zoning code in Town that prevents that.

John Lassry, 525 Ocean Blvd – stated that he was asked to come here tonight because he is advising many people in Golden Beach who are very unhappy with what is happening in Town. Appalled that people can make a decision and not know what the problem is.

***** Councilmember Einstein left at this time.*

Danny Levy, 44 Terracina Avenue (lot at this time) – stated that to not have rooftop terraces is an enormous disadvantage for him and his project. Doesn't make sense to

him for the Council to remove terraces all over the house. If people cannot build terraces, it will be a great disadvantage to the community. Doesn't know of any community in South Florida that has this kind of limitation. Personally believes that if people cannot build terraces on second floor it will significantly impact the value of properties here.

Jacob Abramson, 699 Ocean Blvd. – stated that he is a partner on several other properties in the neighborhood as well. As a group purchased the land parcels based on the concept of having rooftop terraces and balconies. Since he's heard of this new ordinance, he's been instructed by his group to stop development and going to find a way to sell and going to have to disclose the stipulations of the ordinance. Would also like to find out how someone in the neighborhood could become more aware of what's going on in Town, because he stated that he was unaware that the ordinance had been heard and passed by the Council.

Town Manager stated that they are advertised in the Miami Herald and the Town newsletter.

Mr. Abramson stated that even in today's agenda it seems that the issue is not receiving the notice it should and he asked why is this issue is diminished so much.

Mayor Singer stated that this was something that was approved that the Council decided to bring back to discuss because they did not fully understand it. But nothing is being approved this evening, this is only a discussion item tonight.

Councilmember Bernstein added that it was properly noticed and there were discussions at two different meetings before it was heard.

Ricardo Helfen, 96 Golden Beach Drive – wanted to know when the Town suspended the rooftop terraces what was the thought process to eliminating it. He also asked if residents wanted to bring the item before the Council again for discussion, what that process would be.

Attorney Helfman stated that if a group of property owners wanted to pass an alternative ordinance, there is a process under the Town's charter to initiate an alternative ordinance and propose it to the Council. There's also a referendum process where residents could seek to repeal an ordinance that was passed.

Rosie Levy, 44 Terracina Avenue – stated that she has a project under review and asked if her process can continue with its review that is going before the BRAB in July.

Town Manager stated that unless a resident has received a permit from the Town, the project falls under the guidelines of the new ordinance. Under the current ordinance, it's a non-conforming use, and the code does not allow it.

Attorney Helfman stated that we need to understand what was passed. What was passed was an ordinance that states that you cannot use the roof of your home for basically outdoor living space. Any area that is a roof of the home. If you have different levels of roofs, and you are using that space to entertain, the code says you cannot do that. It doesn't prohibit you from building a balcony, terrace or pool deck. Stated that he

felt that what the Council is leaning towards is re-exploring the issue, at least as to the second level.

Councilmember Rojas asked the Town Attorney to confirm that there is nothing in place prohibiting people from building a multi-level home with different roof levels, it's just the use that's being restricted. Town Attorney agreed. Her problem is that she specifically asked the Town Attorney at the final meeting if roof or roofs meant exactly what they are discussing and he said yes. This was talked about for two meetings for no less than two hours and it was advertised fully.

Town Attorney stated that this specific issue was brought up on second reading, and it was worded the way that it was intentionally.

Councilmember Bernstein stated that he really thought that the only thing that was in discussion was the rooftop terrace on the top floor.

Mayor Singer instructed the Town Attorney and Town Manager to bring this before the Council at the August meeting.

Town Manager stated that if the Council needs the Administration to redraft the ordinance they need direction on the changes that they would like to see.

Mayor Singer stated that he would like to go back to the original code where there were no issues.

Town Manager stated that there was no original code.

A motion was made to change the code to only limit the rooftop terrace on the highest floor by Councilmember Bernstein, seconded by Mayor Singer.

Mayor Singer also wanted to bring back a review of the rooftop terraces, because he doesn't think there was a fair assessment from all of the residents.

Town Attorney stated that he will bring back a revision to the current ordinance to allow rooftop terraces on all but the highest roof of the structure, and the Mayor would also like to have a discussion of the potential of opening up even the highest level for rooftop terraces. In fairness to the public, when it is advertised, the ordinance will be advertised stating that this isn't just a revision of the ordinance, the opening up of the highest level for rooftop terraces will have to be stated as well.

Building Official Nieda stated that he thinks the Council should leave things as they are and trust that the BRAB has the sense to make the right decision when it pertains to this issue.

Town Attorney stated that he would bring back the revision to the current ordinance to read that rooftop terraces are prohibited on only the highest elevated roof.

Town Manager Alexander Diaz

*** Civic Center Master Plan – *Time Permitting* – item was tabled until the next meeting.

Town Manager reminded the Council that they would recess for July, and the next Council meeting is scheduled for August 19th, 2014 at 7 p.m. He requested that that meeting be moved to 6 p.m. instead of 7 p.m. Mayor Singer and Council agreed.

Q. ADJOURNMENT:

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

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:50 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

3

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2359.14 – Authorizing and Approving Payment
of \$1,000.00 to Florida International University Biscayne Bay
Campus for it's Prestige Cultural Series

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2359.14 as presented.

Background:

This resolution approves the donation made to Florida International University Biscayne Bay Campus.

Florida International University is partnering up with area municipalities, businesses and individuals to present The Prestige Cultural Series at Biscayne Bay Campus. The university will host a number of events that will be open to all of the residents of the sponsoring communities.

Florida International University offers quality public education to a number of Golden Beach residents. In honor of all of the residents that benefit from the public education Florida International University provides, the Town would like to make this donation to FIU's Prestige Cultural Series.

Fiscal Impact:

As approved by Council the amount authorized was \$1,000.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2359.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$1,000.00 TO FLORIDA INTERNATIONAL UNIVERSITY BISCAYNE BAY CAMPUS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida International University is partnering with area municipalities, businesses and individuals to present The Prestige Cultural Series at Biscayne Bay Campus; and

WHEREAS, Florida International University Biscayne Bay Campus, is the premier provider of public higher education in northern Miami-Dade County; and

WHEREAS, the Town Council finds that a contribution in the amount of \$1,000.00 to the Florida International University Biscayne Bay Campus 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. Authorization. That the payment of \$1,000.00 to Florida International University Biscayne Bay Campus 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 become effective immediately upon approval of the Town Council.

Sponsored by the Town Administration.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida,
this 19th day of August, 2014.

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

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

A handwritten signature in blue ink that reads "Alex B" with a circled "B".

Subject: Resolution No. 2360.14 – Authorizing a Joint Project
Agreement with FDOT for Turf and Landscape Maintenance

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2360.14 as presented.

Background:

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

Our annual costs for this service averages \$104,000 per year, of which \$13,969.21 is provided by FDOT.

Fiscal Impact:

The Town will receive \$13,969.21 from the Florida Department of Transportation.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2360.14

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

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

WHEREAS, the Town Council finds that approval of the attached Joint Project Agreement between FDOT and the Town is in the best interest of the Town.

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

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

Section 2. Agreement Approved. That the Joint Project Agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the Town, once approved by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action necessary to implement and enforce the purposes of this Resolution and the Agreement on behalf of the Town.

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

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of August, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

CONTRACT # _____

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

This Agreement, is made and entered into this ____day of _____, 20__, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the Town of Golden Beach, a municipal corporation of the State of Florida, hereinafter referred to as the 'TOWN'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) A1A/Ocean Boulevard in the TOWN; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the TOWN; and

WHEREAS, the DEPARTMENT, at the TOWN's request, has agreed to reimburse the TOWN for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the TOWN recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **252354-2-78-02**, and has agreed to reimburse the TOWN for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

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

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

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

1. INCORPORATION OF RECITALS

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

2. GENERAL REQUIREMENTS

- a. The TOWN shall submit this Agreement to its TOWN Council for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'TOWN's Resolution', and is herein incorporated by reference.
- b. The TOWN shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The TOWN shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- d. The TOWN shall be responsible for performing the required maintenance with a minimum frequency of *eighteen (18) times per year for: Small Machine Mowing, Litter removal and Edging & Sweeping and twelve (12) times per year for Landscape Maintenance.*
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The TOWN shall submit a work schedule to the DEPARTMENT. In addition, before the TOWN starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the TOWN will be working. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197 or alex.perez@dot.state.fl.us. The TOWN shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.
- g. The TOWN shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the TOWN.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria

Field Code Changed

or planning of the DEPARTMENT.

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

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed THIRTEEN THOUSAND NINE HUNDRED SIXTY NINE DOLLARS AND TWENTY ONE CENTS (\$13,969.21), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the TOWN for the herein described services at a compensation as detailed in this Agreement.
- c. The TOWN shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the DEPARTMENT's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- e. The TOWN shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
 - i. Mowing Small Machine
 - ii. Edging & Sweeping
 - iii. Landscape Maintenance
 - iv. Litter Removal
- f. Invoices shall be submitted by the TOWN in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B".

Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the TOWN and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- h. Travel costs will not be reimbursed.
- i. The TOWN providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the TOWN. Interest penalties of less than one (1) dollar will not be enforced unless the TOWN requests payment. Invoices which have to be returned to the TOWN because of TOWN preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the TOWN who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the TOWN's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for

expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

n. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

o. E-verify:

The TOWN/Contractors or Vendors:

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

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

4. COMMUNICATIONS

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

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

To TOWN: Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160

Attention: Town Manager

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

5. INVOICING

- a. The TOWN shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the TOWN from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the TOWN for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the TOWN from performing it work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the TOWN is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the TOWN on notice thereof. Thereafter, the TOWN shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the TOWN; or
- b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provided in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the TOWN. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory TOWN performance evaluations by the DEPARTMENT and the availability of funds.

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

8. TERMINATION

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

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

9. ENTIRE AGREEMENT

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

10. GOVERNING LAW

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

11. AMENDMENT

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

12. INVALIDITY

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

13. INDEMNIFICATION

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

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

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

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

-----REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY-----

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

TOWN OF GOLDEN BEACH:

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

BY: _____
TOWN MAYOR

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) TOWN CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

TOWN ATTORNEY

DISTRICT CHIEF COUNSEL

Exhibit "A"

Maintenance Responsibilities

The TOWN shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on (S.R.) A1A/Ocean Boulevard, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the TOWN shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The TOWN's maintenance obligations shall include but not be limited to:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program" and Index 546 of the latest FDOT Design Standards.
- c. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in its current healthy condition.
- d. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- e. Remove and properly dispose of litter from roadside and median strips.
- f. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- g. All work by the TOWN shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".
- h. Maintaining a service log of all maintenance operation that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- i. Submitting Lane Closure Request to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT'S right of way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 252354-2-78-02

County: *Miami-Dade*

FDOT Project Manager: Alex Perez, P.E. 305-640-7197

TOWN Project Manager: *Mr. Alexander Diaz/ TOWN Manager*

Exhibit "B"
Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the TOWN under this Agreement.

| State Road | Local Name | From | To |
|------------|-------------|----------------|--------------------------|
| A1A | Ocean Blvd. | Terracina Ave. | Dade/Broward County Line |

| Item Description | Quantity | Units | # Cycles | Total Agreement | Unit Price | Total Current Agreement |
|----------------------------------|----------|-------|----------|-----------------|------------|-------------------------|
| Mowing Small machine (E104 4 3) | 0.168 | AC | 18 | 3.024 | \$ 198.73 | \$ 600.96 |
| Litter Removal (E110 30) | 1.649 | AC | 18 | 29.682 | \$ 10.13 | \$ 300.68 |
| Edging & Sweeping (E110 32 1) | 4.8 | PM | 18 | 86.4 | \$ 9.97 | \$ 861.40 |
| Landscape Maintenance (E580 3 2) | 1.481 | AC | 12 | 17.772 | \$ 686.82 | \$ 12,206.17 |
| TOTAL | | | | | | \$ 13,969.21 |

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$13,969.21

Exhibit "C"
TOWN's Resolution

To be herein incorporated once approved by the Town of Golden Beach Council.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2361.14 - Approving a Mutual Aid Agreement
with the City of North Miami Beach Police Department

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2361.14 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the City of North 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. 2361.14

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of August, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

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

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

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

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

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

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
- (3) requests for Mutual Aid by certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

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

1. **Short title:** Mutual Aid Agreement

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

3. **Definitions:**
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration between the City of North Miami Beach and the Town of Golden Beach is attached hereto as Exhibit "A" and is hereby incorporated by reference. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations, subject to the approval of the legal counsel of their respective political subdivisions, and filed with the Clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **City of North Miami Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of North Miami Beach**, or the Chief's designee, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration and any Amendments thereto, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his or her available resources, and will respond in an appropriate manner.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its

own manpower, equipment, facilities, and other resources and services in rendering such assistance.

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

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall

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

- D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- E. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing body having budgetary jurisdiction to reimburse the assisting agency for any actual costs of expenses incurred by the assisting agency performing hereunder.
- F. The resources of facilities that are assigned shall be under the immediate command of a supervising officer designated by the assisting party. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.
- G. In accordance with Section 23.127(1), Florida Statutes, whenever the employees of the responding agencies are rendering aid

outside their jurisdiction pursuant to this agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed or appointed.

- H. Each municipality will bear the liability arising from the acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunity from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective function within the territorial limits of their respective public agencies shall apply to them in the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.
 - I. Should either of the participating municipal police departments receive reimbursement for expenditures from a third party for a mutual aid event covered by this Agreement, the other participating municipal police department 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.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim

for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party. This provision shall not impair or preclude reimbursement of costs by the requesting law enforcement agency.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other municipality to prosecute the forfeiture with the written authorization of the legal counsel for each municipality. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the assisting agency in an amount commensurate with that agency's level of participation. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes. Whenever an officer is rendering assistance pursuant to this Mutual Aid 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.

9. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a Mutual Aid Event as it may pertain to this 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:

- a. The identity of the complainant.
- b. An address where the complaining party can be contacted.
- c. The specific allegation
- d. 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.

10. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **July ____, 2017**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.

11. **Cancellation:** This Agreement may be canceled by either party upon written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____day of _____, 2014.

TOWN OF GOLDEN BEACH

CITY OF NORTH MIAMI BEACH

Glen Singer,
Town Mayor

Ana Garcia
City Manager

ATTEST:

ATTEST:

Lissette Perez
Town Clerk

Pamela Latimore
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stephen Helfman
Town Attorney

Jose Smith
City Attorney



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2362.14 - Approving a Mutual Aid Agreement
with the City of Hallandale Beach Police Department

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2362.14 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the Hallandale 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. 2362.14

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

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a Mutual Aid Agreement (the "Agreement") with City of Hallandale Beach Police Department, Florida, attached to this Resolution as Exhibit "A" between the Town and the City of Hallandale, 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 Bernard Einstein | _____ |
| Councilmember Judy Lusskin | _____ |
| Councilmember Kenneth Bernstein | _____ |
| Councilmember Amy Isackson-Rojas | _____ |

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of August, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MUTUAL AID AGREEMENT
Between the City of Hallandale Beach
and the Town of Golden Beach

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

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

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

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

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

1. **Short title:** Mutual Aid Agreement

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

3. Definitions:

a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads.

Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

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

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

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

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

4. Operations:

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

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

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

5. Powers, Privileges, Immunities, and Costs:

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

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

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid.

Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

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

6. Indemnification:

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

7. Forfeitures:

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

8. Conflicts:

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

9. Effective Date and Duration:

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

10. Cancellation:

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

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

City Manager,
City of Hallandale Beach, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

City Clerk,
City of Hallandale Beach, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney,
City of Hallandale Beach, Florida

Town Attorney,
Town of Golden Beach, Florida

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

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

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

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

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

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

DATE: _____

DATE: _____

 Chief Dwayne Flournoy
 Hallandale Beach Police Department

 Commander Rudy Herbello
 Golden Beach Police Department

ATTEST:

ATTEST:

 City Clerk

 Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2363.14 - Approving a Mutual Aid Agreement
with the Bal Harbour Village Police Department

Item Number:

7

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2363.14 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to Bal Harbour Village 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. 2363.14

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

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the Bal Harbour Village Police Department, Florida, attached to this Resolution as Exhibit “A” between the Town of Golden Beach and Bal Harbour Village, 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 Bernard Einstein | _____ |
| Councilmember Judy Lusskin | _____ |
| Councilmember Kenneth Bernstein | _____ |
| Councilmember Amy Isackson-Rojas | _____ |

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of August, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MUTUAL AID AGREEMENT
Between Bal Harbour Village
and the Town of Golden Beach Police Departments

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

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

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

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

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

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

3. Definitions:

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

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

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

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

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

4. Operations:

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

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

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

5. Powers, Privileges, Immunities, and Costs:

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

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

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

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

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

6. Indemnification:

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

7. Forfeitures:

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

8. Conflicts:

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

9. Effective Date and Duration:

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

10. Cancellation:

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

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

Village Manager,
Bal Harbour Village, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

Village Clerk,
Bal Harbour Village, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Village Attorney,
Bal Harbour Village, Florida

Town Attorney,
Town of Golden Beach, Florida

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

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

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

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

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

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

DATE: _____

DATE: _____

 Mark Overton, Chief
 Bal Harbour Village Police Department

 Rudy Herbello, Commander
 Golden Beach Police Department

ATTEST:

ATTEST:

 Village Clerk

 Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2364.14 – Authorizing and Approving the
Payment of \$500.00 to the “Do the Right Thing” Program

Item Number:

8

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2364.14 as presented.

Background:

The “Do The Right Thing” Program has been sustained for 25 years through a sponsorship with the Miami Police Department using L.E.T.F monies, however, there are projections of a significant shortfall in L.E.T.F funds for 2015. Since “Do The Right Thing” services all school-age children throughout Miami-Dade County by rewarding their positive behavior, actions and good deeds, they are asking other police municipalities to get involved with the program. Therefore, they are asking for minimal support (please refer to attachment with suggested contribution amounts by department size) as they are truly a community-wide, crime prevention initiative which impacts all jurisdictions.

Fiscal Impact:

As approved by Council, a donation of \$500.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2364.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$500.00 TO THE “DO THE RIGHT THING OF MIAMI, INC.”, PROGRAM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the “Do the Right Thing” program services all school-age children through Miami-Dade County by rewarding positive behavior, actions and good deeds; and

WHEREAS, the Town Council finds that a contribution in the amount of \$500.00 to “Do the Right thing of Miami, Inc.” 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. Agreement Approved. That the payment of \$500.00 to “Do the Right thing of Miami, Inc.” 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 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 Bernard Einstein | _____ |
| Councilmember Judy Lusskin | _____ |
| Councilmember Kenneth Bernstein | _____ |
| Councilmember Amy Isackson-Rojas | _____ |

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of August, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

AFFIDAVIT

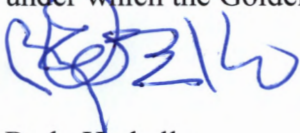
STATE OF FLORIDA:

: SS

COUNTY OF MIAMI-DADE:

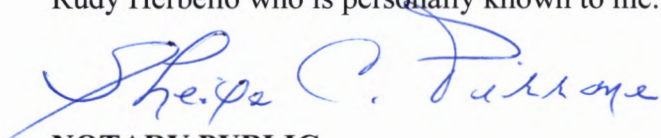
Before me this day personally appeared Rudy Herbello who deposes and says that:

I, Rudy Herbello, Police Commander, Town of Golden Beach, do hereby certify that this \$500.00 donation and/or expenditure from the Town of Golden Beach's Forfeited Assets Fund for "Do the Right Thing of Miami Inc." program complies with the provisions of Florida State Statute 932.7055, known as the Law Enforcement Trust Fund (LETF), as amended. It also complies with the requirements of the Federal Asset Forfeiture Statutes under which the Golden Beach Police Department seizes assets.



Rudy Herbello
Police Commander
Golden Beach Police Department

Subscribed and sworn to before me this 13 day of AUGUST, 2014 by
Rudy Herbello who is personally known to me.



**NOTARY PUBLIC
STATE OF FLORIDA
AT LARGE**





DO THE RIGHT THING OF MIAMI, INC.

400 N.W. 2ND AVENUE / ROOM 201-J / MIAMI, FL 33128

PHONE: 305-579-3344/FAX: 305-350-7919

WEBSITE: WWW.DOTHERIGHTTHINGINC.ORG

MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE PRESENTATION AUGUST 6, 2014

Board of Directors

Rona Brandell
President

Juanita Walker
Vice President

Marie-Jo Toussaint
Secretary

Christopher Rose
Treasurer

Hemant "Henry" Patel
Ex Officio

Daniel Alfonso
Rosalind Castle
Teresa Enriquez
Dennis Jackson

Media Advisor

Trina Robinson/NBC 6

Founding Members

Carol McCracken
Marzell Smith

Advisory Board

Dori Alvarez
Jaquelyn Calzadilla
Priscila Eidam
Jacqueline Gonzalez-Cuba
Donald March, Jr.
Ian Moffett
Delrish Moss
Ada Rojas
Commissioner Marc Sarnoff
Akua Scott
Commissioner Francis Suarez

Selection Committee

Cristina De Varona
Sergio Guerrero
Richard Perez
Lynda Roberts
Aileen Rodriguez

Staff

Jodi Atkison
Executive Director

Ariadna Espinosa
Administrative Assistant

| | |
|---------------------|--|
| Annual LETF Budget: | \$ 130,000 |
| Committed (2015): | -\$ 54,000 (Miami Police Dept.- proj.) |
| | -\$ <u>25,000</u> (School Police Department) |
| Need to raise: | \$ 51,000 |

Suggested sponsorship levels from other Miami-Dade County police departments:

| | |
|----------------|---------|
| 0-50 sworn | \$ 500 |
| 50-100 sworn | \$ 800 |
| 100-200 sworn | \$1,000 |
| 200-300 sworn | \$1,500 |
| 300-500 sworn | \$2,000 |
| 500 plus sworn | \$3,000 |

All contributing departments will be listed on the Do The Right Thing t-shirts awarded to student nominees (6,300 per school year), the DTRT website and DTRT e-newsletter as well as promoted via Facebook and Instagram. Department Chiefs and/or representatives will be invited to all DTRT monthly ceremonies in which a Top 10 winner from their jurisdiction is being recognized as well as the program's end of the year awards night in June.

SPONSORSHIP DEADLINE – SEPTEMBER 1, 2014
to be included on DTRT t-shirts this school year.




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Resolution No. 2365.14 – Renewing the agreements for Dental Insurance and Vision Coverage to Guardian Insurance and Compbenefits with Sapoznik Insurance as the agent of record

Item Number:

9

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2365.14 as presented.

Background:

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

The renewal premiums in comparison to the Town's current premiums have increased as follows:

Dental (Guardian) increased by 5%, from \$3,452.82 to \$3,593.69.

Vision (Compbenefits) no increase from last year fiscal year.

(the renewal rate for Compbenefits is guaranteed from 10/1/13 – 9/30/15)***

Fiscal Impact:

Because we have not completed our Open Enrollment, it is difficult to provide an exact cost. We anticipate the total increase not to exceed \$2,000.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2365.14

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

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

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

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

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

WHEREAS, the Town Council finds that renewal of the Contracts is in the best interest of the Town.

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

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

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

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

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

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of August, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

HUMANA[®]

CompBenefits

1100 Employers Blvd

Green Bay, WI 54344

www.humana.com

1-800-327-9728

July 30, 2013

THE TOWN OF GOLDEN BEACH -- Group #VS6693

Attn: Maria Camacho

1 Golden Beach Dr

Golden Beach, FL 33160

Dear Group Benefits Administrator:

Thank you for allowing Humana Specialty Benefits/CompBenefits the opportunity to provide our vision plan as part of your employee benefits package. It is our pleasure to provide you with the renewal of your vision plan effective October 1, 2013. Our goal is to ensure that you experience the highest quality service and benefits.

Your renewal rates for the next benefit period are as follows:

Renewal Date and Rate Guarantee Period: 10/1/2013 - 9/30/2015

| | <u>Current Monthly Rates</u> | <u>Renewal Monthly Rates</u> |
|-----------------------|------------------------------|------------------------------|
| Employee Only | \$4.70 | \$4.86 |
| Employee + Spouse | \$9.38 | \$9.68 |
| Employer + Child(ren) | \$8.92 | \$9.20 |
| Employer + Family | \$13.98 | \$14.40 |

Your plan will automatically renew thereafter for consecutive twelve (12) month periods unless terminated by either party with written notice provided sixty (60) days prior to the plan anniversary date.

We are also pleased to announce an enhancement to the current Lasik benefit available to your employees. For information on our new TruVision Advantage Program, please visit our website at tlcvision.com or call 888-358-3937.

Please feel free to contact either our office or your agent should you have any questions. We appreciate your business.

Sincerely,

Your Humana Underwriting Consultant
HUMANA/CompBenefits

<cc> <Agent>

Notice: Every policy marketed, issued or delivered to a California resident, regardless of where the policy is issued, must provide equal coverage to domestic partners as provided to spouses.



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

Your client's Guardian employee benefits
renewal package is enclosed

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

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

1511 N. West Shore Blvd., Tampa, Florida, 33609, (813) 472-6080.

DENTAL | DISABILITY | LIFE | VISION | CRITICAL ILLNESS | CANCER | ACCIDENT

The Guardian Life Insurance Company of America 7 Hanover Square, New York, NY 10004-4025



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

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

**RENEWAL PERIOD
October 1, 2014 - September 30, 2015**



GUARDIAN®

DENTAL | DISABILITY | LIFE | VISION | CRITICAL ILLNESS | CANCER | ACCIDENT

The Guardian Life Insurance Company of America 7 Hanover Square, New York, NY 10004-4025

What you'll find in this package

| RENEWAL INFORMATION | PAGE |
|----------------------------|-------------|
| Renewal Rates At-a-Glance | 2 |

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

| DENTAL PLAN RATES - | | | | | |
|---------------------|--------------------|--------------|-----------------|--------------|-----------------|
| CURRENT | | | | RENEWAL | |
| Tier | Enrolled Employees | Monthly Rate | Annual Premium | Monthly Rate | Annual Premium |
| EE | 17 | \$42.55 | \$8,680 | \$44.68 | \$9,115 |
| EE & SP | 9 | \$94.21 | \$10,175 | \$98.92 | \$10,683 |
| EE & CH | 7 | \$120.54 | \$10,125 | \$126.57 | \$10,632 |
| FAMILY | 7 | \$161.30 | \$13,549 | \$169.37 | \$14,227 |
| TOTAL | 40 | | \$42,529 | | \$44,657 |

Your dental and/or vision premium includes 3.60% to cover the expected cost of the Health Insurance Fee. This fee is not tax deductible to insurance carriers and applies to all insurers offering fully insured medical, dental, and vision coverages.

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

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 12/31/2014

| ROLLOVER ACCOUNT SIZE | NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS | TOTAL ACCOUNT VALUE |
|------------------------------|--|----------------------------|
| \$0 | 19 | \$0.00 |
| \$1 - \$250 | 0 | \$0.00 |
| \$251 - \$500 | 13 | \$6,050.00 |
| \$501 - \$750 | 4 | \$2,836.60 |
| \$751 - \$1,000 | 11 | \$10,331.80 |
| Over \$1,000 | 29 | \$36,200.00 |
| TOTAL | 57 | \$55,418.40 |

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

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

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

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

Rollover amounts earned in the benefit year ending 12/31/2014 are applied to the members Maximum Rollover Account for use starting the next benefit year.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2366.14 – A Resolution Renewing
Comprehensive Health Insurance through the Florida League
of Cities who has indicated their agent of record will be Florida
Municipal Insurance Trust

Item Number:

10

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2366.14 as presented.

Background:

I recommend that the Town's comprehensive group health insurance be awarded to the Florida League of Cities Florida Municipal Insurance Trust (FMIT) as the agent of record. Because of the competitive nature of the FMIT's renewal, the Town finds staying with its current agent and carrier the most physically prudent course of action to take.

The renewal premium in comparison to the Town's current premium has increased by 14.1% from \$36,761.40 to \$41,749.46.

Fiscal Impact:

Because we have not completed our Open Enrollment, it is difficult to provide an exact cost. We anticipate the total increase not to exceed \$50,000 for F/Y 2014-2015.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2366.14

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

WHEREAS, the Town's wishes to renew its current insurance agreement with the Florida League of Cities who has indicated their agent of record to be the Florida Municipal Insurance Trust (FMIT); and

WHEREAS, the Town's current comprehensive health insurance plan with FMIT came in at a 14.1% increase: and

WHEREAS, the Town Council finds that entering into this Contract is in the best interest of the Town.

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

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

Section 2. Proposal Accepted. The proposal to go into a Contract with the Florida League of Cities as described and set forth in the Agenda Item Report attached hereto and incorporated herein, and are hereby accepted.

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

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

Sponsored by the Town Administration.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of August, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

Florida Municipal Insurance Trust
Town of Golden Beach
Rate Quote for Medical and Prescription Drug Benefit Coverage

| Current Rates - UnitedHealthcare Choice Plus Plan 1 | | | | |
|--|------------|-------------|--------------------|---------------------|
| Contract Type | Enrollment | 10/1/2013 - | | Annual Premium |
| | | 9/30/2014 | Monthly Premium | |
| Single | 21 | \$598.72 | \$12,573.12 | \$150,877.44 |
| EE + Spouse | 5 | \$1,287.25 | \$6,436.25 | \$77,235.00 |
| EE + Children | 9 | \$1,107.63 | \$9,968.67 | \$119,624.04 |
| Family | 4 | \$1,796.16 | \$7,184.64 | \$86,215.68 |
| Total | 39 | | \$36,162.68 | \$433,952.16 |

| Renewal Rates - UnitedHealthcare Choice Plus Plan 1 | | | | |
|--|------------|-------------|--------------------|---------------------|
| Contract Type | Enrollment | 10/1/2014 - | | Annual Premium |
| | | 9/30/2015 | Monthly Premium | |
| Single | 21 | \$683.00 | \$14,343.00 | \$172,116.00 |
| EE + Spouse | 5 | \$1,468.45 | \$7,342.25 | \$88,107.00 |
| EE + Children | 9 | \$1,263.55 | \$11,371.95 | \$136,463.40 |
| Family | 4 | \$2,049.00 | \$8,196.00 | \$98,352.00 |
| Total | 39 | | \$41,253.20 | \$495,038.40 |

| | |
|-----------------------|---------------|
| Percent Change | 14.08% |
|-----------------------|---------------|

| Medicare Supplement Rate | |
|------------------------------------|--------------------|
| Monthly Premium: | \$408.00 |
| Medicare Exchange Available | |
| Prescription Drug Copays | |
| Retail: | \$10/\$35/\$60 |
| Mail Order: | \$25/\$87.50/\$150 |

Town of Golden Beach

Important Insurance Rate Changes

MONTHLY CHANGES TO INSURANCE PREMIUMS

| | Emp Only | Town Pays | Emp Spouse | Town Pays | Emp & Kids | Town Pays | Family | Town Pays |
|-------------|----------|-----------|------------|-----------|------------|-----------|--------|-----------|
| Old Medical | 0 | 598.72 | 344.27 | 942.99 | 254.56 | 853.18 | 598.72 | 1197.44 |
| New Medical | 0 | 683.00 | 392.73 | 1,075.73 | 290.28 | 973.28 | 683.00 | 1,366.00 |
| Old Vision | 0 | 4.86 | 2.41 | 7.27 | 2.17 | 7.03 | 4.77 | 9.63 |
| New Vision | 0 | 4.86 | 2.41 | 7.27 | 2.17 | 7.03 | 4.77 | 9.63 |
| Old Dental | 0 | 25.83 | 25.83 | 68.38 | 39.00 | 81.55 | 59.38 | 101.93 |
| New Dental | 0 | 27.12 | 27.12 | 71.80 | 40.95 | 85.62 | 62.35 | 107.02 |

If you have any questions or concerns, please contact the Town Clerk's Office



Thank you!



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 19, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

11

Subject: Resolution No. 2367.14 – Authorizing and Approving a
Proposal with Cannatelli Builders, Inc. for the Repair and
Replacement of Concrete work throughout the Town

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2367.14 as presented.

Background:

The Town Council has the authority to waive competitive bidding when it deems the bid to be impractical I believe that the attached invoice / project falls under the category to have competitive bidding waived, and ask for your approval.

Since the completion of the Town's Capital Improvement Program we have identified several areas throughout Town that needed remedial concrete work due to normal wear and tear.

After working with three different firms, only one firm, Cannatelli Builders, Inc. was willing to perform the work due to the limited scope. Their proposal was also the most competitive.

Fiscal Impact:

The total invoice for concrete work throughout the Town was \$29,179.00

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2367.14

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A PROPOSAL WITH CANNATELLI BUILDERS, INC. FOR CONCRETE REPAIR AND RESTORATION WORK THROUGHOUT THE TOWN; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to have certain concrete repairs and restoration work performed throughout Town; and

WHEREAS, Cannatelli Builders, Inc. ("Cannatelli") has agreed to perform the work; and

WHEREAS, the Town and Cannatelli wish to enter into an agreement for the purchase and installation of the materials (Concrete), pursuant to the terms of the proposal/invoice attached hereto as Exhibit "A" to this Resolution; and

WHEREAS, the Town Council finds that it is impractical to competitively bid the work; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to make the improvements and to approve an agreement with Cannatelli;

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

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

Section 2. Authorization and Approval. The Town Council hereby authorizes and approves the work with Cannatelli pursuant to the terms of the proposal/invoice attached hereto as Exhibit "A," and in accordance with the plan and specifications entitled "Estimates" dated March 15, 2014 as prepared by Cannatelli Builders, Inc.

Section 3. Waiver of Competitive Bidding. Pursuant to the Town's Ordinance No. 540.09, the Town Council hereby finds that it is impractical to competitively bid the work and waives the applicable bidding requirement.

Section 4. Implementation. The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions.

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

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 Bernard Einstein | _____ |
| Councilmember Kenneth Bernstein | _____ |
| Councilmember Judy Lusskin | _____ |
| Councilmember Amy Rojas | _____ |

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of August, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



2101 NW 33rd Street
 Suite 2800 A
 Pompano Beach, Florida 33069
 954.977.2775 office
 954.977.2795 fax

57 ROCK & 10'X10' CONCRETE PAD ESTIMATE SHEET

PROJECT NAME: Golden Beach Town 57 Rock & 10'x10' Concrete Pad @ Location 32 On Plans

ADDRESS: Golden Beach Town, Florida

DATE: 03/15/14

DESCRIPTION: ESTIMATE PER VISUAL EVALUATION *Preliminary Estimate

SCOPE OF WORK: Provide 2 Loads of 57 Rock and Install a 10'x10' Concrete Pad (4" Thick with Thickened Edge) @ Location 32 on Aerial View Plan

EXCLUSIONS: Permit Processing & Fees / Shop Drawings & Engineering Design / Temporary Utilities / Chemical Toilet / Trash Containers & Waste Management / Landscaping & Sod Repairs / ...

NOTES: Preliminary Estimate Only!

| | UNIT QUAN | UNIT TYPE | MATL UNIT COST | LABOR UNIT COST | SUB UNIT COST | MATER. | LABOR | SUBC | TOTAL | LINE ITEM TOTAL |
|--|--------------|--------------|----------------------|-----------------------|---------------------|--------|----------|-------------|-------------|-----------------------|
| 57 ROCK @ LOCATION 32 ON AERIAL PLANS - ALLOWANCE - | | | | | | | | | | |
| Import 57 Rock @ Location 32 On Aerial Plans - Cost Based On 2 Loads - | 1 | ls | | | \$ 1,240.00 | \$ - | \$ - | \$ 1,240.00 | \$ 1,240.00 | \$ 1,240.00 |
| CONCRETE PAD @ LOCATION 32 ON AERIAL PLANS - ALLOWANCE - | | | | | | | | | | |
| Concrete Pad @ Location 32 On Aerial Plans - Cost Based On 4" Thick / 3000 psi. / Thickened Edge - | 1 | ls | | | \$ 2,796.20 | \$ - | \$ - | \$ 2,796.20 | \$ 2,796.20 | \$ 2,796.20 |
| DIRECT COST | | | | | | \$ - | \$ - | \$ 4,036.20 | \$ 4,036.20 | \$ 4,036.20 |
| | | | | | | | | | \$ 4,036.20 | |
| | | | | | | | OVERHEAD | | \$ 605.43 | |
| | | | | | | | | | \$ 4,641.63 | |
| | | | | | | | PROFIT | | \$ 464.16 | |
| | | | | | | | SUBTOTAL | | \$ 5,105.79 | |
| GENERAL CONDITIONS | | | | | | | | | | \$ 613.26 |
| Project Management | 1 | each | | | \$ 250.00 | \$ - | \$ - | \$ 250.00 | \$ 250.00 | |
| Unforeseen Conditions / Contingency (Approx. 6% of Cost) | 1 | each | | | \$ 242.17 | \$ - | \$ - | \$ 242.17 | \$ 242.17 | |
| Liability Insurance (Approx. 13% of Cost) | 1 | each | | | \$ 121.09 | \$ - | \$ - | \$ 121.09 | \$ 121.09 | |
| TOTAL SALES PRICE | | | | | | | | | | \$ 5,719.05 |

Handwritten note: \$ 2100.00



2101 NW 33rd Street

Suite 2800 A

Pompano Beach, Florida 33069

954.977.2775 office

954.977.2795 fax

STREET SIDEWALK CURB / HEAD REMOVAL ESTIMATE SHEET

PROJECT NAME: Golden Beach Town Sidewalk Head / Curb Removal @ Location 36 On Aerial Plans

ADDRESS: Golden Beach Town, Florida

DATE: 03/15/14

DESCRIPTION: ESTIMATE PER VISUAL EVALUATION *Preliminary Estimate

SCOPE OF WORK: Cut & Remove Head / Curb @ Existing Sidewalk - Location 36 On Aerial Plans -

EXCLUSIONS: Permit Processing & Fees / Shop Drawings & Engineering Design / Temporary Utilities / Chemical Toilet / Trash Containers & Waste Management / Landscaping & Sod Repairs / ...

NOTES: Preliminary Estimate Only!

| | UNIT QUAN | UNIT TYPE | MATL UNIT COST | LABOR UNIT COST | SUB UNIT COST | MATER. | LABOR | SUBC | TOTAL | LINE ITEM TOTAL |
|---|--------------|--------------|----------------------|-----------------------|---------------------|--------|----------|-----------|-------------|-----------------------|
| CONCRETE HEAD / CURB REMOVAL @ EXISTING SIDEWALK LOCATION 36 ON AERIAL PLANS - ALLOWANCE - Removal of Head / Curb @ Existing Sidewalk - Approx. 17 lf. - | 1 | ls | | | \$ 850.00 | \$ - | \$ - | \$ 850.00 | \$ 850.00 | \$ 850.00 |
| DIRECT COST | | | | | | \$ - | \$ - | \$ 850.00 | \$ 850.00 | \$ 850.00 |
| | | | | | | | | | \$ 850.00 | |
| | | | | | | | OVERHEAD | | \$ 127.50 | |
| | | | | | | | | | \$ 977.50 | |
| | | | | | | | PROFIT | | \$ 97.75 | |
| | | | | | | | | | | |
| | | | | | | | SUBTOTAL | | \$ 1,075.25 | |
| GENERAL CONDITIONS | | | | | | | | | | \$ 326.50 |
| Project Management | 1 | each | | | \$ 250.00 | \$ - | \$ - | \$ 250.00 | \$ 250.00 | |
| Unforeseen Conditions / Contingency (Approx. 6% of Cost) | 1 | each | | | \$ 51.00 | \$ - | \$ - | \$ 51.00 | \$ 51.00 | |
| Liability Insurance (Approx. 3% of Cost) | 1 | each | | | \$ 25.50 | \$ - | \$ - | \$ 25.50 | \$ 25.50 | |
| TOTAL SALES PRICE | | | | | | | | | | \$ 1,401.75 |



Family Owned & Operated

2101 NW 33rd Street

Suite 2800 A

Pompano Beach, Florida 33069

954.977.2775 office

954.977.2795 fax

COMMERCIAL RENOVATION ESTIMATE SHEET

PROJECT NAME: Golden Beach Police Department Station - Patio Slab -
 ADDRESS: Golden Beach Town
 DATE: 02/21/14
 DESCRIPTION: Patio Slab - No Thickened Edge - 21'x12'x4" Light Broom Finish
 CUSTOMER: Mr. Paul Abbott Ph#: (305) 773-6255 E-Mail: ptgbhtl@aol.com
 SCOPE OF WORK: New 4" Thick Patio Slab
 EXCLUSIONS: Demolition / Import Fill & Compaction / Surveying & Engineering Testing Fees -
 NOTES: Preliminary Estimate Only!
 CONTRACT ALLOWANCE: See worksheet

| | UNIT QUAN | UNIT TYPE | MATL UNIT COST | LABOR UNIT COST | SUB UNIT COST | MATER. | LABOR | SUBC | TOTAL | LINE ITEM TOTAL |
|---|--------------|--------------|----------------------|-----------------------|---------------------|--------|----------|-------------|-------------|-----------------------|
| SLAB ON GRADE | | | | | | | | | | \$ 2,361.55 |
| Scope of work: | | | | | | | | | | |
| New 4" thick slab - no clear / grubbing / no import fill & compaction / no thickened edge - | | | | | | | | | | |
| Concrete to be 3000 psi - compressive strength - | | | | | | | | | | |
| Visqueen - 6 mil vapor barrier - | | | | | | | | | | |
| Expansion joint | | | | | | | | | | |
| Reinforced mesh | | | | | | | | | | |
| Concrete to pump & light broom finish | | | | | | | | | | |
| Concrete Patio Slab As Per Above Specifications | 1 | ls | | | \$ 2,361.55 | \$ - | \$ - | \$ 2,361.55 | \$ 2,361.55 | |
| DIRECT COST | | | | | | \$ - | \$ - | \$ 2,361.55 | \$ 2,361.55 | \$ 2,361.55 |
| | | | | | | | | | \$ 2,361.55 | |
| | | | | | | | OVERHEAD | | \$ 354.23 | |
| | | | | | | | | | \$ 2,715.78 | |
| | | | | | | | PROFIT | | \$ 271.58 | |
| | | | | | | | | | \$ 2,987.36 | |
| | | | | | | | SUBTOTAL | | \$ 2,987.36 | |
| GENERAL CONDITIONS | | | | | | | | | | \$ 356.27 |
| Project Management - 1 Day - | 1 | each | | | \$ 250.00 | \$ - | \$ - | \$ 250.00 | \$ 250.00 | |
| Unforeseen Conditions (3% Approx Cost) | 1 | each | | | \$ 70.85 | \$ - | \$ - | \$ 70.85 | \$ 70.85 | |
| Liability Insurance (1.5% Approx Cost) | 1 | each | | | \$ 35.42 | \$ - | \$ - | \$ 35.42 | \$ 35.42 | |
| TOTAL SALES PRICE | | | | | | | | | | \$ 3,343.63 |



2101 NW 33rd Street
 Suite 2800 A
 Pompano Beach, Florida 33069
 954.977.2775 office
 954.977.2795 fax

STREET CURB & GUTTER REPLACEMENT ESTIMATE SHEET

PROJECT NAME: Golden Beach Town Curb & Gutter Replacement
 ADDRESS: Golden Beach Town, Florida
 DATE: 03/15/14
 DESCRIPTION: ESTIMATE PER VISUAL EVALUATION *Preliminary Estimate
 SCOPE OF WORK: Removal & Replacement of Valley Gutter / Removal & Replacement of Street Sidewalk / Curb Replace @ Catch Basins
 EXCLUSIONS: Driveway Pavers Replacement & Repairs / Maintenance of Traffic / Flag Personnel / Tampering & Termite Spraying @ Concrete Slab / Reinforcing Steel @ Curb & Gutter / Barricades
 EXCLUSIONS: Permit Processing & Fees / Shop Drawings & Engineering Design / Temporary Utilities / Chemical Toilet / Trash Containers & Waste Management / ...
 NOTES: Preliminary Estimate Only!

| | UNIT QUAN | UNIT TYPE | MATL UNIT COST | LABOR UNIT COST | SUB UNIT COST | MATER. | LABOR | SUBC | TOTAL | LINE ITEM TOTAL |
|--|--------------|--------------|----------------------|-----------------------|---------------------|--------|-------|-------------|-------------|-----------------------|
| VALLEY GUTTER REPLACEMENT - GOLDEN BEACH TAN CONCRETE - | | | | | | | | | | \$ 6,768.00 |
| Bid by Contractor "EBM. Engineering Inc." | | | | | | | | | | |
| Remove and replace 24" conc. Valley Gutter-GB Tan colored concrete; 3000 psi. | 282 | lf | | | \$ 24.00 | \$ - | \$ - | \$ 6,768.00 | \$ 6,768.00 | |
| VALLEY GUTTER REPLACEMENT - REGULAR COLORED CONCRETE - | | | | | | | | | | \$ 6,468.00 |
| Bid by Contractor "EBM. Engineering Inc." | | | | | | | | | | |
| Remove and replace 24" conc. Valley Gutter; regular concrete color; 3000 psi. | 294 | lf | | | \$ 22.00 | \$ - | \$ - | \$ 6,468.00 | \$ 6,468.00 | |
| TYPE "F" CURB & GUTTER REPLACEMENT - GOLDEN BEACH TAN CONCRETE - | | | | | | | | | | \$ 3,500.00 |
| Bid by Contractor "EBM. Engineering Inc." | | | | | | | | | | |
| Remove and replace 24" conc. Curb&Gutter type 'F' GB Tan colored concrete, 3000 psi | 125 | lf | | | \$ 28.00 | \$ - | \$ - | \$ 3,500.00 | \$ 3,500.00 | |
| TYPE "F" CURB & GUTTER REPLACEMENT - REGULAR COLORED CONCRETE - | | | | | | | | | | \$ 750.00 |
| Bid by Contractor "EBM. Engineering Inc." | | | | | | | | | | |
| Remove and replace 24" conc. C&G type 'F' regular concrete color, 3000 psi - Approx. 15 lf. - | 1 | ls | | | \$ 750.00 | \$ - | \$ - | \$ 750.00 | \$ 750.00 | |
| TYPE "D" CURB REPLACEMENT - GOLDEN BEACH TAN COLORED CONCRETE - | | | | | | | | | | \$ 850.00 |
| Bid by Contractor "EBM. Engineering Inc." | | | | | | | | | | |
| Remove and replace conc. Curb Type 'D' GB Tan colored concrete; 3000 psi. - Approx. 15 lf. - | 1 | ls | | | \$ 850.00 | \$ - | \$ - | \$ 850.00 | \$ 850.00 | |
| TYPE "D" CURB REPLACEMENT @ TWO CATCH BASINS | | | | | | | | | | \$ 800.00 |
| Bid by Contractor "EBM. Engineering Inc." | | | | | | | | | | |
| Remove and replace conc. Curb Type 'D' around existing two CB., regular conc. color. 3000 psi. - Approx 20 lf. - | 1 | ls | | | \$ 800.00 | \$ - | \$ - | \$ 800.00 | \$ 800.00 | |
| STREET SIDEWALK REPLACEMENT - GOLDEN BEACH TAN COLORED CONCRETE - | | | | | | | | | | \$ 900.00 |
| Bid by Contractor "EBM. Engineering Inc." | | | | | | | | | | |
| Remove and replace 4" conc. Sidewalk GB Tan colored concrete; 3000 psi. - Approx. 100 sf. - | 1 | ls | | | \$ 900.00 | \$ - | \$ - | \$ 900.00 | \$ 900.00 | |
| ASPHALT REPAIRS | | | | | | | | | | \$ 1,475.00 |
| Bid by Contractor "EBM. Engineering Inc." | | | | | | | | | | |
| '1' edge Asphalt path work - Approx. 736 lf. - | 1 | ls | | | \$ 1,475.00 | \$ - | \$ - | \$ 1,475.00 | \$ 1,475.00 | |
| DIRECT COST | | | | | | | | | | \$ 21,511.00 |
| | | | | | | | | | | \$ 21,511.00 |
| | | | | | | | | OVERHEAD | | \$ 3,226.65 |
| | | | | | | | | | | \$ 24,737.65 |
| | | | | | | | | PROFIT | | \$ 2,473.77 |
| | | | | | | | | | | \$ 27,211.42 |
| | | | | | | | | SUBTOTAL | | \$ 27,211.42 |
| GENERAL CONDITIONS | | | | | | | | | | \$ 1,968.00 |
| Project Management | 1 | each | | | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 | |
| Unforeseen Conditions / Contingency (Approx. 3% of Cost) | 1 | each | | | \$ 645.33 | \$ - | \$ - | \$ 645.33 | \$ 645.33 | |
| Liability Insurance (Approx. 1.5 % of Cost) | 1 | each | | | \$ 322.67 | \$ - | \$ - | \$ 322.67 | \$ 322.67 | |
| TOTAL SALES PRICE | | | | | | | | | | \$ 29,179.41 |

DISCUSSION ITEMS

SMOKE-FREE TOWN

FISCAL YEAR 2014/2015 PROPOSED BUDGET PRESENTATION

BUILDING PERMIT FEES

CIVIC CENTER MASTER PLAN

SECONDHAND SMOKE FACTS

- **126 million nonsmoking Americans are exposed to secondhand smoke at home and work.**
- **Secondhand smoke exposure causes nearly 50,000 deaths in adult nonsmokers in the U.S. each year. And since the 1964 Surgeon General's Report, 2.5 Million adults who were nonsmokers died from breathing secondhand smoke.**
- **Nonsmokers increase their risk of developing lung cancer by 20% to 30% and heart disease by 25% to 30% when they are exposed to secondhand smoke.**
- **About 3,400 deaths from lung disease in nonsmokers each year are caused by secondhand smoke exposure.**
- **An estimated 46,000 nonsmokers who live with smokers die each year from heart disease.**
- **Between 150,000 and 300,000 children under the age of 18 months get respiratory infections (such as pneumonia and bronchitis) from secondhand smoke; 7,500 to 15,000 of them must be hospitalized.**
- **More than 40% of children who visit the emergency room for severe asthma attacks live with smokers.**
- **In the U.S. secondhand smoke costs over \$10 Billion a year in extra medical care, illness and death.**

**All information gathered from American Cancer Society, WebMD & CDC.org*

TOWN OF GOLDEN BEACH BUILDING DEPARTMENT FEE SCHEDULE

2014/2015

EXHIBIT TO RESOLUTION NUMBER: _____

| DESCRIPTION | | Current Fee | New Schedule Fee | |
|--|--|------------------------------|---------------------|----------|
| I Upfront - Permit Processing Fee | | | | |
| | All Permits; Building, Electrical, Plumbing, Mechanical | Value of Project x | 0.75% | 0.75% |
| | Change in Value of Project - Revision | Value increase x | 0.75% | 0.75% |
| II Permit Fees: | | | | |
| a | New Construction, or Addition to Existing Res. | Air Conditioned Space x | 3 | 3 |
| b | New Construction, or Addition to Existing Res. | Non-Air Conditioned Space x | 1.5 | 1.5 |
| c | All other building permits | Value of Project x | 3 | 3 |
| d | Electrical, Mechanical, Plumbing & Structural | Value of Project x | 3 | 3 |
| e | Minimum permit fee | | \$175.00 | \$175.00 |
| f | Shop Drawing fees | Per review | \$175.00 | \$175.00 |
| g | Trash Hauling/Dumpter Container Fees | | \$300.00 | \$300.00 |
| h | Change of Contractor fee | | \$250.00 | \$250.00 |
| i | Revision to active permit | Per Trade Review | \$175.00 | \$175.00 |
| j | Lost permit card | | \$125.00 | \$125.00 |
| k | Expired permit - new plan submittal & plan review required | 100% of original fees paid | | |
| l | Replacement of plans for an active permit: | Cost of Reproduction | at cost | at cost |
| | | Recertification - Building | \$175.00 | \$175.00 |
| | | Recertification - Electrical | \$175.00 | \$175.00 |
| | | Recertification - Mechanical | \$175.00 | \$175.00 |
| | | Recertification - Plumbing | \$175.00 | \$175.00 |
| | | Recertification - Structural | \$175.00 | \$175.00 |
| m | Contractor registration fee | First Time Application | \$50.00 | \$50.00 |
| | | Renewal each Fiscal Year | \$30.00 | \$30.00 |
| n | Educational Fund for building department personnel | Per 1,000 of value project | \$0.30 | \$0.30 |
| o | Building permit imaging | Per plan sheet submitted | \$1.50 | \$1.50 |
| | | Per 8 1/2 x 11 and 14 | \$0.46 | \$0.46 |
| p | Special projects, meetings | Per hour | \$50.00 | \$50.00 |
| q | Certificates of Occupancy and Completion | Temporary | \$200.00 | \$200.00 |
| | | Final | \$300.00 | \$300.00 |
| r | Lien Search Requests | Regular - 5 Day Response | \$60.00 | \$60.00 |
| | | Expedited - 3 Day Response | \$70.00 | \$70.00 |
| s | Minimum per square foot pricing for: | New Construction | \$275.00 | \$275.00 |
| | | Addition | \$175.00 | \$175.00 |
| | | Remodel | \$150.00 | \$150.00 |
| t | Reinspection Fees: | Failed Inspections-1st & 2nd | \$75.00 | \$75.00 |
| | | Failed Inspections- 3rd | \$125.00 | \$125.00 |
| u | Building Code Compliance Fee | Per 1,000 of value project | \$0.60 | \$0.60 |
| v | Street Sweeping Fee (charged to all permitting) | Per 1,000 of value project | \$0.20 | \$0.20 |
| w | Sidewalk, gutter and street maintenace fees: | Basis: | | |
| | **New construction, and addition work = \$50 per LF | Linear Frontage of Property | 0 | \$50/LF |
| | **Remodel work = \$20 per LF | Linear Frontage of Property | 0 | \$20/LF |
| x | Extension Fee: | | | |
| | New construction, addition and remodel work permits | | | |
| | Zone 1: | | | |
| | Construciton work that exceeds 36 months | 30% of Master Permit Fee | 30% | 30% |
| | from permit date issuance shall pay an additional fee | exceeding 36 months | | |
| | based on the Original Master Permit Fee cost | | | |
| | Zones 2 & 3: | | | |
| | Construciton work that exceeds 24 months | 30% of Master Permit Fee | 30% | 30% |
| | from permit date issuance shall pay an additional fee | exceeding 24 months | | |
| | based on the Original Master Permit Fee cost | | | |

** to offset the cost of future repairs and maintenance to all sidewalks, gutters and roadway systems within the Town.