



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Agenda for the February 18, 2014
Regular Town Council Meeting called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

Recognition of Officer of the Year

Recognition of Employee of the Year

E. MOTION TO SET THE AGENDA

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

F. TOWN BOARD/COMMITTEE REPORTS

Beach Committee
Beautification Committee
Building Regulation Advisory Board
Comprehensive Planning Board
Recreation Committee
Security/Public Safety Committee
Youth Leadership Committee

G. GOOD AND WELFARE

H. MAYOR'S REPORT

I. COUNCIL COMMENTS

J. TOWN MANAGER REPORT

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

1. An Ordinance of the Town Council Granting to Peoples Gas System A Franchise Agreement

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND PERMITTED ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF GOLDEN BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

Exhibit: Agenda Report No. 1
[Ordinance No. 558.14](#)

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 558.14

2. An Ordinance of the Town Council Amending the Regulations Limiting the Height of Residential Structures

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

Exhibit: Agenda Report No. 2
[Ordinance No. 559.14](#)

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 559.14

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

3. **Minutes of the January 20th, 2014 Regular Town Council Meeting**
4. **A Resolution of the Town Council Approving a Mutual Aid Agreement between the Town and the Village of Bal Harbour.**

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

Exhibit: Agenda Report No. 4
Resolution No. 2338.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2338.14

5. **A Resolution of the Town Council Authorizing the Participation in a Lease Agreement for Two Police Motorcycles.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PARTICIPATION IN A LEASE AGREEMENT FOR TWO POLICE MOTORCYCLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2339.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2339.14

6. **A Resolution of the Town Council Appointing Members to the Building Regulation Advisory Board.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING MEMBERS TO THE TOWN OF GOLDEN BEACH BUILDING REGULATION ADVISORY BOARD PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2340.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2340.14

P. TOWN RESOLUTIONS

7. A Resolution of the Town Council Establishing a Permanent Policy Regarding the Gates along Terracina Avenue.

RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA ESTABLISHING A PERMANENT POLICY REGARDING THE PEDESTRIAN AND VEHICULAR ACCESS GATES ALONG TERRACINA AVENUE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2341.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2341.14

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
** Rooftop Generators

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

DECORUM:

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

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

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

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

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

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 558.14

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND PERMITTED ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF GOLDEN BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

WHEREAS, Company and Town, pursuant to Ordinance No. 457.2000, were parties to that certain Franchise Agreement effective August 15th, 2000 (the “2000 Franchise Agreement”);

WHEREAS, the 2000 Franchise Agreement was for a term of ten (10) years and has since expired;

WHEREAS, Company and Town desire to enter into a new franchise agreement for a period of thirty (30) years commencing from the date provided herein and providing for the payment of fees to Town in exchange for the nonexclusive right and privilege of supplying natural gas and other services pursuant to certain terms and conditions;

WHEREAS, this Ordinance shall repeal and replace Ordinance No. 457.2000; and

WHEREAS, Town finds that it is in the public interest of its citizens to enter into a new franchise agreement with Company.

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

SECTION 1: **RECITALS ADOPTED.** That the above stated recitals are hereby adopted and confirmed.

SECTION 2: **DEFINITIONS.** For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. “Customer” shall mean any Person served by the Company within the corporate limits of the Town.
- B. “Town” shall mean the Town of Golden Beach, Miami-Dade County, Florida, its successor and assigns.
- C. “Company” shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and Permitted Assigns.
- D. “Distribution System” shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Town.
- E. “Effective Date” shall mean the date this Franchise becomes Effective as described in Section 20 below.
- F. “Franchise” or “Franchise Agreement” shall mean this agreement, as passed and adopted by the Town and accepted by the Company, as provided in Section 20 below.
- G. “FPSC” shall mean the Florida Public Service Commission or any successor agency.
- H. “Gross Revenues” shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- I. “Person” shall mean any individual, firm, partnership, estate, corporation,

company or other entity, including, but not limited to, any government entity or municipally-owned utility.

- J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other right-of-way that is owned by the Town.

SECTION 3: **GRANT.** The Town hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the Town, or in such territory as may be hereafter added or annexed to, or consolidated with, the Town, a Distribution System subject to the terms and conditions herein contained.

SECTION 4: **TERM.** Except as provided in Section 16, the Franchise hereby granted shall be for a period of thirty (30) years from the effective date of this ordinance.

SECTION 5: **ASSIGNMENT.**

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the Town, which shall not be unreasonably withheld or unduly delayed. No assignment shall be

allowed without the assignee assuming the terms of the Franchise Agreement with the Town .

B. Notwithstanding the foregoing, the Company may, without the consent of the Town, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), provided that the tenant, assignee, or successor ("the Permitted Assign"), is assuming the terms and conditions of the Franchise Agreement with the Town. The Company may pledge or mortgage such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 6: **TOWN COVENANT.** As a further consideration for this Franchise Agreement, the Town covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Town, as modified, during the term of this Franchise Agreement.

SECTION 7: **USE OF STREETS.** The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate Town authority. The Company acknowledges

that the Town has spent significant funds in recent years on improving the Rights-of-way, inclusive of lighting and landscape, and as such, the Company shall, to the extent commercially practicable, endeavor to restore such improvements replacing or utilizing, to the extent reasonably practicable and commercially feasible, the same or substantially similar materials as previously existed prior to the Company's actions when they are excavated or disturbed as part of the work undertaken in connection with the supply of natural gas. The Town shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this agreement, the Town shall not charge the Company any fees for the issuance of such permits. The Company shall, as provided herein and to the extent commercially practicable, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the Town, to restore such Rights-of-way, then the Town may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company. To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the Town has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the Town or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the Town shall not pass any

ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

SECTION 8: **MAINTENANCE.** All such components of the Distribution System of the Company located within the Town shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 9: **LAYING OF PIPE.** All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in Town permits.

SECTION 10: **CONSTRUCTION WORK.** The Town reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the Town in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the Town to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the Town without claim for reimbursement. If the Town shall require the

Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person to use said Rights-of-way of the Town, as part of its permitting or approval process, the Town shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said Town unless it has received specific written permission from the Town or its duly authorized representative.

SECTION 11: **FRANCHISE FEE.** Subject to Section 12 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or permitted assigns, shall pay to the Town, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the Town. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 12: **PARITY.** In the event the Company enters into a franchise agreement with another Florida governmental entity in Miami-Dade or Broward Counties, under which franchise fees are based upon a percentage of gross revenue

that is higher than six percent (6%) of Franchisee's sales of natural gas to customers under such franchise, then the percentage basis of the Franchise Fee used in this Franchise shall be adjusted to provide for a Franchise Fee that equals the value of franchise fees that would result in the event that the percentage used in such other franchise agreement were applied to the Gross Revenues from sales of natural gas to customers in the Town and such adjustment shall be effective as of the first day of the month following the commencement date of the franchise for such other Florida governmental entity.

If, during the term of this Franchise Agreement, the Town, by franchise agreement or ordinance, allows other gas providers, gas consumers or gas transporters ("Alternate Gas Providers") the right, privilege or franchise to construct, maintain, operate or use gas facilities in, under, upon, over or across the present or future streets, alleys, bridges, easements or other public rights of way of the Town, for the purpose of supplying or delivering Natural Gas to customers located within the corporate limits of the Town or receiving such gas from a person other than the Company within such corporate limits, and imposes a franchise compensation obligation or an equivalent on such Alternate Gas Provider for any customer or class of customers that is less than that imposed with respect to the same Customer or class of Customers under this Franchise Agreement, the franchise compensation rate and/or base to which such rate is applied with respect to the same class of customers shall be reduced under this Franchise Agreement so that the franchise compensation paid hereunder for such Customer class is no greater than the franchise compensation payable by such

Alternate Gas Provider under the franchise agreement or ordinance applicable to it, when compared on a dollars-per-term basis. In the event that the Town determines not to impose any franchise compensation by agreement, ordinance or otherwise on any such Alternate Gas Provider, the Company's obligation to pay a franchise fee under this Franchise Agreement with respect to revenues derived from the provision of service by the Company to the comparable class of customers served by such Alternate Gas Provider thereafter shall be extinguished.

SECTION 13: IDENTIFICATION OF TOWN RESIDENTS.

The Company has sufficient information (including Town limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the Town limits as of the Effective Date. No less than thirty (30) days prior to the effectiveness of any change in the Town's limits, the Town shall deliver to the Company written notice thereof, and include in such notice a description of the affected limits thereof, whether by addition, annexation or consolidation. The Company shall be relieved of any obligation to pay franchise fees to the extent the Town has failed to provide information as set forth in the foregoing sentence.

SECTION 14: ACCOUNTS AND RECORDS. The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the Town are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida and be open at all reasonable times and upon reasonable notice for

inspection by the duly authorized representative of the Town. Upon request by the Town, or its designated representative, the Company shall make available said records within thirty (30) days to the Town for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 15: **INSURANCE.** During the term of this Franchise, the Company shall self-insure and/or maintain in effect the insurance coverage described below:

- a. General liability insurance with limits of not less than \$10,000,000 each occurrence and including coverage for (1) premises and/or operations; (2) independent contractors and products and/or completed operations; (3) broad form property damage, personal injury and a contractual liability endorsement, including any hold harmless and/or indemnification agreement.
- b. Worker's compensation insurance for all required employees for statutory limits as required by applicable State and Federal laws, which policies must include employer's liability with minimum limits of \$500,000 per accident.
- c. Automobile liability insurance including coverage for all owned, hired, leased and non-owned automobiles with limits of liability not less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability.

Company shall provide the Town with a certificate of self-insurance coverage or certificates of insurance for all required policies or coverages. The certificates of insurance shall not only name the types of policies provided, but also shall refer specifically to this Franchise Agreement and shall state that such insurance is as required by this Franchise Agreement. The Town reserves the right to require the Company to provide a certified copy of such policies, upon written request by the Town. Renewal certificates of insurance shall be furnished prior to the date of their policy expiration. Company shall provide for 30 days' written notice to Town prior to the cancellation or material change of any insurance referred to therein.

The Town shall be named as an additional insured in all of the foregoing policies (except for any workers' compensation policy) with respect to liability arising out of this Franchise Agreement. Company's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Company's insurance. Company's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

The Company's self-insured retentions and deductibles will be based on prudent risk management principles. The Company shall be responsible for the payment of any deductible in the event of any claim arising from the Company's negligence.

If insurance policy(ies) are on an occurrence basis, the insurance must be maintained for four years after the completion of all services required under this Agreement. If insurance policy(ies) are on a claims-made basis, the retroactive date on said policy(ies) must be no later than the inception of services under this contract and the insurance policy must respond to claims reported within four years after the completion of all services required under the Agreement.

SECTION 16: INDEMNIFICATION. In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the Town, its officers, agents and employees from and against any and all claims, demands, suits, actions, damages, expenses, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the Town during the term of this Franchise and resulting in personal injury, loss of life or damage to property, sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorneys' fees, expenses and liabilities incurred by the Town (inclusive of any incurred before, or at, trial or at any appellate level) in connection with any such claim, demand, suit or cause of action, damage, expense, including the investigation thereof, and the defense of any action or proceeding brought thereon and/or any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions,

losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the Town, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

SECTION 17: **TERMINATION BY TOWN.** Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the Town to declare a termination of this Franchise Agreement; provided, however, that before such action by the Town shall become operative and effective, the Company shall have been served by the Town with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the Company with respect thereto, and the Company shall, except in emergency situations, have had a period of sixty (60) days after service of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to the Town, to effect such cure and diligently commences to execute, and to the extent commercially practicable continues to execute on said plan; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 18: **CHANGES IN PROVISIONS HEREOF.** Changes in the terms and conditions hereof may be made by written agreement between the Town and the Company.

SECTION 19: **SEVERABILITY; CHANGE IN LAW.**

(A) If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the Town or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or Town may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 20: **GOVERNING LAW.** This Franchise shall be governed by the laws of the State of Florida and applicable federal law. Any litigation between the

Parties arising from this Agreement shall only be in Miami-Dade County, Florida and the Parties agree to venue in Miami-Dade County, Florida.

SECTION 21: **REPEAL.** Ordinance No. 457.2000, passed and adopted and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed as superceded, except that any franchise fees which are due and owing shall remain in effect until paid, and any obligation of Grantee to defend, indemnify and hold harmless Grantor for damages or injuries sustained by others shall continue as to any damage or injury which has occurred prior to the effective date of this Franchise Agreement which shall apply only to the extent such claims are not barred by any other statute of limitations.

SECTION 22: **EFFECTIVE DATE.** As a condition precedent to the taking effect of this ordinance, the Company shall file its acceptance hereof with the Town's Clerk within 60 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Company files such acceptance.

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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Bernard Einstein	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED on first reading this 18th day of February, 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 Judy Luskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Bernard Einstein	_____
Councilmember Amy Isackson-Rojas	_____

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

TOWN OF GOLDEN BEACH, FLORIDA

By: _____
MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY, TOWN OF GOLDEN BEACH, FLORIDA
Accepted this _____ day of _____, 2014

PEOPLES GAS SYSTEM, A DIVISION OF
TAMPA ELECTRIC COMPANY

By: _____
Title: _____

GOLDEN BEACH, FLORIDA

ORDINANCE NO. 457.2000

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC. A FLORIDA CORPORATION, ITS SUCCESSORS AND ASSIGNS A FRANCHISE FOR A PERIOD OF TEN (10) YEARS TO CONSTRUCT, OPERATE AND MAINTAIN A GAS UTILITY SYSTEM IN THE TOWN OF GOLDEN BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH FRANCHISE AND FOR REVOCATION THEREOF; PROVIDING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to enter into an agreement with Peoples Gas System.

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

Section 1. That there is hereby granted to Peoples Gas System, Inc., a Florida corporation, (herein called the "Grantee") its successors and assigns, the non-exclusive right, privilege or franchise to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements, and other public places of the Town of Golden Beach, Florida, (herein called the "Grantor"), and its successors, in accordance with established practice with respect to gas system construction and maintenance, for a period of ten years from the date of acceptance hereof, gas system facilities (including gas mains, pipes, supply pipes, conduits, ducts and other means of conveyance of gas) for the purpose of supplying natural, manufactured and other gas to Grantor, and its successors, the inhabitants thereof, and persons and corporations beyond the limits thereof. Natural gas tariffs shall be approved by the Florida Public Service Commission or in the absence of the Florida Public Service Commission the tariffs shall be approved by the council of the Town of Golden Beach.

Section 2. That the Facilities shall be located or relocated and so erected as to interfere as little as possible with any sewers, water pipes or other public utility services previously constructed. The

CERTIFICATION

I certify this to be a true and correct copy of the record in Town Hall files.
WITNESSETH my hand and official seal of the Town of Golden Beach, Florida this 3rd day of October 2000.

Thomas Warren Clark
Thomas Warren Clark

location or relocation of all facilities shall be made after Grantee's receipt of applicable permits and approvals from Grantor and under the supervision with the approval of such representatives as the governing body of Grantor may designate for the purpose but not so as unreasonably to interfere with the proper operation of Grantee's facilities and services. That when any portion of a street, alley, bridge, easement and other public place of The Town Of Golden Beach, Florida is excavated by Grantee in the location or relocation of any of its facilities, the portion of the street, alley, bridge, easement or other public place so excavated shall be properly barricaded during construction to protect the general public and within a reasonable time and as early as practicable after such excavation be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantee shall maintain its facilities in good operating condition as outlined by state and federal regulations.

Section 3. That Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of Grantee, to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense, which may accrue to Grantor by reason of the neglect, default, or misconduct of Grantee in the construction, operation, or maintenance of its facilities hereunder and Grantee agrees hereby to maintain Grantor as a named beneficiary under Grantee's liability insurance policies.

Section 4. The Grantee, its successors and assigns shall pay The Town of Golden Beach, its successors and assigns, annually, for the privilege of operating a gas system under this franchise and amount which will equal six percent (6%) of the Grantee's annual gross revenues from the sale of natural gas to residential, business and industrial customers within the Town's corporate limits. The said amounts shall be made in monthly installments with the payment for each month becoming due thirty (30) days after the end of that month. That portion of any annual payment remaining unpaid when due shall draw interest from the due date, and until payment, at the rate of ten percent (10%) per annum. The Grantee further agrees that The Town of Golden Beach shall have the right during business hours, to inspect

October 2 2000
Raymond W. Wascog, Jr., Clerk

and/or audit the books and records to the Grantee evidencing the gross receipts of the Grantee on which franchise fee is to be paid.

Section 5. As a further consideration of this franchise, said Grantor agrees no to engage in the business of distributing and selling natural, manufactured or other gas during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns.

Section 6. That upon the annexation of the Grantor of any territory not within any incorporated city or town, the portion of Grantee's gas system that may be located within such annexed territory and upon the streets, alleys, or public grounds thereof, shall thereafter, be subject to all the terms of this grant as though it were an extension made thereunder.

Section 7. The failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this ordinance after written notice from Grantor and a reasonable time, not exceeding two (2) months, in which to make good the default, shall be grounds for a forfeiture of this grant, but no such forfeiture shall take effect, if the reasonableness or propriety thereof is protested by Grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six (6) months after the final determination of the question, to make good the default before a forfeiture shall result with the right of Grantor at its discretion to grant such additional time to Grantee for compliance as the necessities in the case require. Grantee agrees, in the event that a court of competent jurisdiction (with right of appeal in either party) shall find that Grantee has failed to comply in any substantial respect with any of the provisions of this franchise, to pay the Grantor's cost and expense, including reasonable attorney's fees, arising therefrom.

Section 8. This ordinance shall become effective upon passage.

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

Mayor Addicott
Vice Mayor Feinman
Council member Chikovsky
Council member Einstein
Council member Paruas

AYE
AYE
DEPARTED
AYE
AYE

day of
2nd
Ordinance No. 457.2000

Robert W. Addicott
Robert W. Addicott
Robert W. Addicott
Robert W. Addicott
Robert W. Addicott

PASSED AND ADOPTED on first reading this 18th day of July 2000.

The Motion to adopt the foregoing Ordinance on second reading was offered by Mayor Addicott seconded by Councilman Einstein and on roll call the following vote ensued:

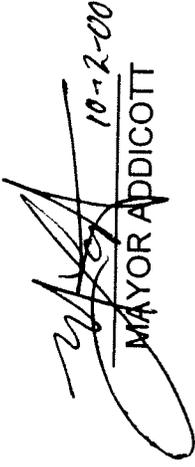
Mayor Addicott
Vice Mayor Feinman
Councilmember Chikovsky
Councilmember Einstein
Councilmember Paruas

AYE
AYE
AYE
AYE
AYE

PASSED AND ADOPTED on second reading this 15th day of August, 2000.

ATTEST:


ROSEMARY J. WASCURA
INTERIM TOWN CLERK


MAYOR ADDICOTT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


ROSEN AND KREILING
TOWN ATTORNEY

CERTIFICATION

I certify this to be a true and correct copy of the record in Town Hall files.

WITNESSED my hand and official seal of the Town of Golden, Florida, this 20th day of August, 2000.


Rosemary J. Wascura
Interim Town Clerk

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 559.14

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

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

WHEREAS, the Town Council desires to amend the Code in order to provide for revised regulations of the height of residential structures, and for exceptions for certain building features which necessitate additional height; and

WHEREAS, the Town Council also desires to amend the Code in order to prohibit rooftop terraces, and elevators which provide rooftop terrace access, while providing for the continuation of such structures if lawfully permitted as legal nonconforming structures for which construction has been commenced or completed prior to February 4, 2014; and

WHEREAS, the Town Manager and Building Official have prepared the proposed text amendments; and

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

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

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

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

Section 2. Amendment. Chapter 66 of the Town Code is amended by making modifications to Article III, District Regulations, in the following particulars:¹

ARTICLE III. District Regulations.

Sec. 66-69. Minimum frontage, building square footage and height of residence.

Minimum Requirements: Set forth below are the minimum Frontage, building square footage and height of residence requirements:

* * *

(8) Residential structures built in the Town shall not exceed 27.5 feet in height if built on lots with Frontage of 50 feet or larger, but less than 100 feet; or 30 feet in height if built on 100-foot Frontage or larger parcel or lots. Residential structures built on Exempted Lots shall not exceed 25 feet in height. All height measurements referenced in this subsection shall be measured from the lowest habitable room finished first floor elevation (excluding garages) to the highest ridge of the roof. The height shall be measured from the lowest habitable finished floor. The maximum height limits of this

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~~.

subsection shall apply to all architectural features, provided that parapet walls, mansard roofs functioning as parapet walls, and chimneys may be permitted to extend no more than five (5) feet above the maximum height limits of this subsection. ~~Elevator overrides serving a roof terrace shall be permitted to extend a maximum of ten feet above the permissible height provided the floor area is the minimum size necessary to facilitate the elevator cab and vestibule, and provided that such elevator is positioned as equidistant as practicable from all sides of the roof perimeter.~~

* * *

Section 3. Amendment. Chapter 66 of the Town Code is amended by making modifications to Division 11, Accessory Buildings, of Article IV, Supplementary District Regulations, in the following particulars:

ARTICLE IV. Supplementary District Regulations.

DIVISION 11. Accessory Buildings.

* * *

Sec. 66-261. Rooftop terraces.

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

(b) A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof shall be permitted in accordance with subsection (c) provided it is positioned as equidistant as practicable from all sides of the roof perimeter and is set back a minimum of ten feet from

the roof perimeter. A parapet or safety wall 42 inches in height shall surround the perimeter of any rooftop terrace area.

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

* * *

Section 4. Implementation. The Town Clerk and Town Manager are hereby authorized to take any and all action necessary to implement this Ordinance and make it part of the Town Code including re-numbering or re-lettering the code references and ordering.

Section 5. 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 6. 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 7. 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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Bernard Einstein	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED on first reading this 18th day of February, 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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Bernard Einstein	_____
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: February 18, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached minutes of the Town's January 21st, 2014 Regular Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the January 21, 2014
Regular Town Council Meeting called for 7:00 P.M.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:05 p.m.

B. ROLL CALL

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

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, Attorney Brett Schneider (*in for Town Attorney Steve Helfman*)

C. PLEDGE OF ALLEGIANCE

Chief of Police led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

Recognition of Officer of the Quarter – Officer-in-Charge Leila Perez

Recognition of Employee of the Quarter – Town Clerk Lissette Perez

E. MOTION TO SET THE AGENDA

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

Town Manager advised that there is an addition to the agenda, item #2337.14, a resolution authorizing a donation to the Sunny Isles School. In addition to that, he brought to the Town's attention that there was a scribblers error on Item #N2. The title reading 535 Ocean Drive instead of 535 Ocean Boulevard.

Consensus vote 5 Ayes, 0 Nays.

F. TOWN BOARD/COMMITTEE REPORTS

Beach Committee
Beautification Committee
Building Regulation Advisory Board
Comprehensive Planning Board
Recreation Committee
Security/Public Safety Committee
Youth Leadership Committee

G. GOOD AND WELFARE

Mr. Neil Leff, 48 Terracina Avenue

Wanted to address several items.

1. Electric lines behind town hall are still above ground. He was under the impression all lines were buried, and wanted to know if he could receive an answer as to why.
2. Stated that the minutes of the November Town Council meeting do not include his letter that he requested be read into the minutes. Requested the letter be included in the minutes.
3. In June 2011 there was a petition submitted by residents to use the Terracina Avenue gate for egress and ingress into the Town. There were several meetings about it after and it seemed to be moving towards some type of solution. In February 2012, residents were told that there was going to be a referendum on the issue in the November 2012 election. In November 2012 there was no referendum on the ballot. He stated that he wrote numerous letters to Town Manager Diaz asking why it was on the ballot and to find out what is the current status. To date he has not received a response on the issue, and he would like an answer.
4. There was supposed to be an item on the agenda tonight regarding possible solutions to the overuse of the town's parks by non-residents, mainly coming in through the unlocked pedestrian gates. Non-residents are also parking after hours in the parking spaces in front of the tennis courts. He had proposed several solutions. This item has been footballed around and for whatever reason not addressed by the Town Council in the open. It was supposed to be on the agenda tonight, as a request by Mayor Singer at the last council meeting, however he does not see any item on the agenda for discussion and possible recommendation by the Town Council for the overuse of town parks by nonresidents. He requested responses to his items.

Councilmember Einstein stated that it is on the agenda under the Mayor's discussion items.

Mr. Leff also stated that Councilman Einstein requested this item appear on the November agenda and it did not appear. He asked for a response as to why it didn't appear via letter, and has not received a response, and would like to know why.

H. MAYOR'S REPORT

Welcomed all residents back and wished everyone a happy new year. The Town's New Year's Eve party was a big success, at the same time we had some issues with people rsvp'ing to the party, but everyone enjoyed themselves. The bridge project is just about complete, the Town Manager will give an update during his report. It did come in under budget. The Town Manager and him have met on several occasions to discuss what the Town is going to do in 2014, one of them is ways to reduce overall expenditures and save the Town some money. Also going to look at rules and regulations at the beach,

as well as furniture at the beach. Also going to meet with the Chief and look at security in the Town and make sure it continues to be top notch. Going to look at options for the gate arms, the lots on A1A, what the Town plans to do with Town Hall and the green spaces in Town. Another issue that will be looked at is the parking problem on A1A with parties.

There is a lot of construction going on in Golden Beach. Urged residents to notify Town Hall and the police department if they see anything suspicious. If anyone is doing renovations or planning on doing renovations, make sure to check with Town Hall to get the proper permits.

Took a moment to mention the passing of former Councilman Dr. Joe Iglesias, extending his condolences to the Iglesias family.

In response to Mr. Leff's comments regarding the reason why the south gate was not put on the ballot, he stated that there were legal issues with opening the gate and security issues with opening it.

Mr. Leff requested to respond to the Mayor's comment. He was allowed to do so at this time.

Mr. Leff stated that despite what the Mayor just verbalized there were numerous meetings after the petition was presented. The Mayor and the Council represent the citizens, and citizens petition the Council as it's representative for discussions. Doesn't believe that it's within the purview of the Town's charter or the ordinances of the Town to have the Mayor, Town Manager and/or the Councilmembers of the Town make a decision to kill a petition that was presented without a discussion in front of the public.

Councilmember Einstein stated that the Council was going to find out if legally it could do what was proposed. The Town Attorney came back to the Council and gave a number of reasons why the Town could not do it at a previous council meeting.

Mr. Leff stated that the Town Attorney came back and gave a several possible solutions and it was never discussed at a Town meeting.

Mayor Singer stated that he would advise the Town Attorney to explain at the next council meeting why the use of the South Gate was not pursued, but Councilmember Einstein was 100% correct.

Mr. Leff asked if the Council could please have someone research which council meeting this occurred at so that he could view it.

Town Manager Diaz asked if that was an official public records request?

Mr. Leff stated if it needs to be.

I. COUNCIL COMMENTS

Councilwoman Rojas

Requested a status update on the remedial dredging on the canal.

Councilman Bernstein

Welcomed everyone back. Stated that the New Year's party was fantastic. Was noticing over the holidays how amazing the Town looks. Thanked the Council, staff, and

residents for their patience and hard work. Paid respects to former Councilman Dr. Joe Iglesias on his passing. The beach has been one of the things that have raised questions from people over the last few months. We are planning on moving this forward and looking for acquisitions, going to have a strong product for the Town that everyone is going to enjoy. Landscaping looks amazing, but on the lights there are a few that are yellow, and asked if those could be changed. Commented on the entrance gates stating that it seems as if the visitor's gate opens faster than the resident's gate. Advised Mr. Leff to reach out to the Town's Attorney because the Town Council did spend a lot of time talking about this.

Councilman Einstein

Started by remembering Dr. Iglesias, stating that he really respected him for his passion, which was very great concerning this Town. He did voice his opinion and worked very hard for what he believed in, and he respects him for that. Landscaping in the Town is great. His personal wish list for 2014 is lighting, whether it is done on a piecemeal basis because it is a great expense. Feels that the Town is not lit up to the extent necessary and it can be very dark. Also commented on how great the New Year's Eve party was. Wished everyone a happy and healthy new year for 2014.

Vice Mayor Luskin

Started by telling the Town Manager that he did a wonderful job with cleaning up the coconut palms on Golden Beach Drive. Agrees with everybody in regards to how the entrance to Town looks. Noticed the difference with the yellow lights and the white lights. Agrees that the Town looks better than it has ever looked in the time she has lived here, but does think that the Town needs to do a better job with code enforcement. As far as Joe Iglesias goes, she still has a heavy heart about losing a Golden Beach family member. Complimented the Town in helping to ease the Iglesias families' grief as much as possible.

J. TOWN MANAGER REPORT

Welcomed everyone back. 2014 the Town will complete the last phase of the CIP project and enter into a new era for Golden Beach. As it relates to the FPL poles that are still up in Sunny Isles Beach, that community has decided to leave their poles up and unfortunately those poles will always stay up. There are no FPL power poles or cables servicing Golden Beach today. As it relates to the letter that was read into the record at the October meeting, Councilman Einstein did ask that the Town Manager give him a report, if you review the minutes during the Town Manager's report the Town Manager addresses the concerns raised in that letter, and it is on tonight's agenda as an item for discussion. Understands that the lights, the Massini wall, and dredging are priorities. Sure that the Town can work with FPL and other companies for assistance. Town will finish bridges by the end of this month. The Valentine's Day event this year will be the grand reopening of the Center Island Bridge on February 14, 2014 from 6:30 to 9:30 p.m. Very aware of the white lights at The Strand, and it will be addressed. Every project that the Town has done since 2007 has come in under budget and ahead of time, and the Town has saved residents over \$40-million. This Thursday the Town will be releasing a new RFQ for landscaping services for both the interior and exterior of Town on Demand Star and the Daily Business Review. Met this week with consultants as it relates to the beach pavilion, and will have a new beach pavilion that will surpass all of the residents' expectations, before the start of the summer. There are over 178 active construction sites in Town today, 22 of major construction sites, so it is very

important that residents notify the Town when they see something suspicious. Saying this for a reason, over the last two months, the Town has had to deal with more expired permits than it has ever had to do in the past. Residents must keep track of their permit expiration dates and not rely on contractors to do so. Police Chief and Assistant Chief have been directed to put together a proposal to replace the gate arm systems. Pertaining to the issue of tree trimming and code enforcement, the Town is rolling out a new phase of code enforcement to have residents control the vegetation on their homes. 2013 was a very exciting year for the Town, as a community many projects have been achieved. He stated that this March begins his 8th year as Town Manager, and doesn't think that a meeting has gone by where he does not recognize that although he gets most of the credit and all of the blame, there is not a day that goes by that the staff does not give this community more than 120%. Without their hard work and dedication, the Town could not achieve what it has achieved. On behalf of the employees that work for Golden Beach, he wanted to say thank you to the Mayor and the Council and more importantly to the residents for their donations and their generosity.

*****Mr. Neil Leff** inquired again about the FPL light poles that the Town Manager stated were part of the City of Sunny Isles but are on Golden Beach's property, asking why are they on Golden Beach's property.

Town Manager stated that the Town and the City of Sunny Isles have easements for all of the public utilities. Those poles serve on a public utility easement. There is nothing that the Town can do, given that those poles provide a vital resource to the neighboring community. The Town executed utility easements back in the 1930s, 40s and 50s and they will continue to enjoy those easements, because they are governed under the FCC.

Mr. Leff also inquired about the electric wire that is running from the South Gate into the park.

Mayor Singer stated that he would get an answer for him.

Mayor Singer also stated that he received a letter from a child in Hillel. He wanted to respond, but he doesn't recognize the name. He read the letter into the record. Asked if anyone knows who the parents of this child are, he would appreciate it so that he can respond to her.

K. TOWN ATTORNEY REPORT

None

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

*** Town Clerk swore in everyone who commented on the items under quasi judicial resolutions****

1. A Resolution of the Town Council Approving a Variance Request for 680 Golden Beach Drive.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 680 GOLDEN BEACH DR., GOLDEN BEACH, FLORIDA 33160 TO PERMIT THE DOCK TO EXTEND OUT INTO THE WATERWAY AT 9.5' WHERE 6' IS REQUIRED BY THE TOWNS CODE.

Exhibit: Agenda Report No. 1
Resolution No. 2333.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2333.14

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

On roll call, the following vote ensued:

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

The motion passed.

Building Official Dan Nieda commented on the item, addressing the conditions for the variance request. Building Regulation Advisory Board voted against the petition. Building Official recommends approval, agreeing that this is a hardship.

Kirk Loffgren, Ocean Consulting, 330 Minorca Drive, Coral Gables, FL, architect for the property, spoke about the existing condition and spoke about the proposed request. He stated that this is not a navigational issue and the change will not be blocking the canal. The home is located in a transitional area leading from a canal to the intracoastal waterway. All they are doing with the dock is extending it an additional 3.5 feet.

Mr. Nieda stated that the issue is that there is insufficient water depth, and because this is a conclave dock the closer they are to the water line the smaller the dock they will be able to have. The further out the easier it is to approach. There are no objections on file from neighbors.

Mayor Singer stated that what he doesn't understand is how the board didn't approve it, but he did. **Mr. Nieda** stated that he doesn't have the authority to

approve it, he feels that the variance meets the requirements of a hardship and that's why he recommends in favor of the variance.

2. A Resolution of the Town Council Approving a Variance Request for 535 Ocean Boulevard.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 535 OCEAN BLVD., GOLDEN BEACH, FLORIDA 33160 TO PERMIT A DECK AND SITE ELEVATION THROUGHOUT THE PROPERTY TO BE AN ELEVATION NOT TO EXCEED 15' N.G.V.D. WHEN THE TOWN'S CODE ALLOWS A MAXIMUM OF 11' N.G.V.D.

Exhibit: Agenda Report No. 2
Resolution No. 2334.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2334.14

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

On roll call, the following vote ensued:

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

The motion passed.

Building Official Dan Nieda spoke on this item. The BRAB recommended approval and voted in favor of the variance petition. Mr. Nieda also recommended in favor of approval, stating that the seven criteria was met.

Town Manager stated that on 421 Ocean when they exceeded the N.G.V.D. one of the solutions they decided to do was shave the sand and they donated it to the Town to help with beach erosion control programs. One of the arguments this applicant made in their presentation to the BRAB is that the state does not allow them to displace their sand anywhere other than on their property. The question becomes should the Council one day decide to force applicants to shave the sand off of their property back to 11 N.G.V.D.'s, could that sand benefit the community? This is a discussion the Council should have some time in the future, not at this present moment.

Mayor Singer asked if increasing the elevation to 15 N.G.V.D. increases the height of the home? **Town Manager** stated that it does, but the neighboring homes are the same

height, so that by not granting the variance this would cause a valley where that home is located.

Mr. Nieda explained that whatever happens in the grading, does not affect the height.

Mayor Singer stated that in some cases the bottom floor of a house may be higher than some other houses depending on the N.G.V.D.

Councilmember Bernstein asked for some clarification on the building height.

Pacheco Martinez architect for the application, spoke on behalf of the owner to try and clarify Councilmember Bernstein's confusion over the building height.

O. CONSENT AGENDA

3. Minutes of the November 19th, 2013 Regular Town Council Meeting

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

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

Exhibit: Agenda Report No. 4
Resolution No. 2335.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2335.14

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

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

Exhibit: Agenda Report No. 5
Resolution No. 2336.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2336.14

6. A Resolution of the Town Council Approving the Payment of \$2,500.00 to the Sunny Isles Beach Trust Foundation.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$2,500.00 TO THE SUNNY ISLES BEACH TRUST FOUNDATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2337.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2337.14

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

Consensus vote 5 Ayes 0 Nays. Items O3-O6 pass.

P. TOWN RESOLUTIONS

None

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

** Town Basketball Courts

Currently the Town has no fees for use of the Town's open spaces. In Mayor's opinion fees don't work. There have not been any issues with the basketball courts and the tennis courts. In regards to the pedestrian gates, it's never been locked, none of the other pedestrian gates are locked, and he is not in favor of locking any of the pedestrian gates that afford pedestrian access to the Town. Four items to discuss. The first issues are with the usage of the Town's basketball courts, tennis courts and park. To his knowledge there are no issues with usage. Knows that residents use it and guests that use it are usually guests are residents. In addressing Mr. Leff's recommendation for user fees, in the Mayor's opinion it would be more of a hassle to monitor and control the fees than the benefits. The other issue is the pedestrian gates, and he feels that they should remain open like they always have.

Town Manager stated that Mr. Leff has written numerous emails and letters and he has responded to each of them, perhaps not to the satisfaction of the resident. As it relates to the concerns that Mr. Leff has brought to their attention, the Town Manager takes all concerns brought forth by residents seriously and he responds to all of them. He stated that Mr. Leff has brought several concerns to the Town's attention. His first concern is the issue of the pedestrian gate remaining unlocked. Over the course of the seven years that the Town Manager has been here not a single issue has come up because that gate is left unlocked. That of the pedestrian gate, as well as the other five

pedestrian access points in Town, are monitored by CCTV, and all of the other gates are more inviting because the other pedestrian access points do not have a door that opens and closes. It makes it very difficult to lock this one gate when you could just walk to this other access point and walk into Town. This Administration does not recommend locking that gate. Issue number two regarding the usage of the Town's basketball courts and the tennis courts. Our residents have priority to use the tennis courts or the basketball courts and can call Town Hall to reserve the tennis courts or the basketball courts, and they have priority. Police Officers will enforce their usage of the courts. The idea of the Town discouraging the surrounding communities from using the Town's facilities seems out of reach, especially when all of the residents are encouraged to use the facilities in Aventura and Sunny Isles. And the Mayor is absolutely correct, it will be an administrative nightmare to charge a fee for usage of the facilities. Mr. Leff is correct, the Town has not been enforcing the parking by vehicles with Golden Beach decals across from Town Hall, because for the last 7 years the Town has not issued the Golden Beach decals because the Town was under construction and the CIP forced all of the gates to be open. When the Town rolls out the new gate arm system, new updated Golden Beach decals and transponders and at that point the Chief will be directed to enforce the Town's parking rules. The Town has not had a single parking issue, except when there has been a party going on at Tweddle Park. The third issue Mr. Leff has brought up regarding the South Gate, when Mr. Helfman spoke on the matter, there are hurdles upon hurdles on the matter to have that gate open. And although there was a petition with over 100 signatures, only one person continues to make it an issue.

Councilmember Bernstein asked if in regards to the South Gate, if that item is being tabled until Mr. Leff has had an opportunity to speak with Steve Helfman?

Mayor Singer stated that he didn't say that, what he said was that he will have the attorney make a presentation at the next council meeting why the south gate cannot remain open.

Mr. Leff stating that he just needs to see the DVD of the meetings where the south gate was discussed and the Town Attorney spoke on it, and that should provide him with the information he needs.

Councilmember Einstein asked that in the future if the Town has a decal system in place, how would that affect the parking in front of Town Hall. **Town Manager** stated that residents can register their guests at the guardhouse and their guests will be given a visitor's guest to park.

Councilmember Einstein also asked if the Town Manager has run into a problem where there are guests using the facilities without a resident there? The **Town Manager** stated that yes he has, but there is nothing that prohibits the Town from allowing visitors from using them. He also stated that the Town has not had a single incident where someone that isn't from a neighboring community that has come to the Town to use the facilities.

Mr. Neil Leff stated that he uses the tennis courts and the basketball courts and has used them for years, and doesn't think there is anyone on this Council or the Town Manager that uses them. The park is a public facility and you can't force people not to

use it. He goes to the park frequently and he can't use it because there are people that are not residents using it. And he can tell the Council that the tennis courts are being used considerably by people who do not live in Golden Beach.

Councilmember Einstein asked Mr. Leff what is his perception of what is going on with the tennis courts? **Mr. Leff** stated that the tennis courts are being used considerably by people who do not live in Golden Beach.

Councilmember Einstein than stated that it was his recollection from when he used the tennis courts that there is a reservation system? The **Town Manager** stated that he is correct, but Mr. Leff refuses to make reservations. **Mr. Leff** asked Town Manager Diaz to not put words in his mouth.

Councilmember Einstein asked Mr. Leff if there has been a time when he made a reservation that he couldn't use the tennis courts? **Mr. Leff** stated that he hasn't made a reservation in a number of years, he typically spontaneously goes to play tennis. **Mr. Leff** stated that he feels that the largest contributing factor to the overuse by non-residents is the open pedestrian gate. He states that there is no reason why keys can't just be issued to the people that need to use the gate. He said that the gate was previously locked and the Town issued keys to those people who wanted keys.

Mayor Singer stated that what was happening back then was that people were propping the gate open using rocks and other items.

Councilmember Bernstein stated that this comes down to two main issues: the overuse of the basketball and tennis courts by non-golden beach residents. The question is does the Town want to limit the use of these facilities to only Golden Beach residents or allow non-residents to use them?

Mr. Leff stated that that is not what he is asking for. Just to go back, there was a lawsuit by Golden Gate Estates for access to the Town's facilities. In 2002 the Town of Golden Beach prevailed and if anyone wanted to enter Golden Beach they would have to enter at The Strand. In response, the Town Council put up new fences around the park and put in the parking restrictions. Now the Council wants to go against this lawsuit the Town fought so hard to win? Why shouldn't the Town lock that gate? If the Town locks that gate, it would provide a significant improvement for use of those facilities by residents and not by non-residents. What would be the reasons not to lock the gate?

As a side note **Mr. Leff** also mentioned that he went to the park in Aventura the Town Manager had mentioned the Town has a reciprocal agreement with, and he was told there that Aventura is unaware of any reciprocal agreement with the Town. Also, why would the Town have a reciprocal agreement inviting 50,000 people from Aventura to use the Town's two parks?

Town Manager stated that the Administration does not support locking the gate.

Councilmember Einstein asked Mr. Leff if when he plays basketball, are there times when both the full court and the half-court are being used?

Mr. Leff said that that's not the issue, the issue is how can we mitigate non-residents using the park?

Mayor Singer stated that the Council has heard all of his issues and they know what they are, and next council meeting if any of the councilmembers want to pursue his issues any further they can.

Mr. Leff asked one last question: what are the reasons not to lock the gate?

Mayor Singer repeated that they have heard his request and if any of the councilmembers want to bring it up any further, it will be addressed.

Town Manager reminded the Council that February 4th at 6:30 p.m. is the Rooftop Terraces and Elevator Overrides workshop, February 14th is the bridge inauguration and valentine's day event and February 18th at 7 p.m. is the regularly scheduling town council meeting.

Vice Mayor Judy Lusskin:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 9:08 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 18, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

4

Subject: Resolution No. 2338.14 - Approving a Mutual Aid Agreement with the Village of Bal Harbour

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2338.14 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 Village of Bal Harbour Police Department.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2338.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE VILLAGE OF BAL HARBOUR; 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 Village of Bal Harbour, Florida, substantially in the form attached to this Resolution as Exhibit “A” and described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town Council believes that it is in the Town’s 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,” and the Mayor is authorized to execute the Agreement on behalf of the Town once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. The Mayor and Town Manager are authorized to take any and all action 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 Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 18th day of February, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, it is the responsibility of the governments of the Bal Harbour Village, Florida, and the Town of Golden Beach, Florida (collectively, the “Parties”) to ensure the public safety of their citizens by providing adequate levels of police service to assess any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Bal Harbour Police Department and the Golden Beach Police Department (collectively, the “Agencies”); and

WHEREAS, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations including, but not limited to emergencies as defined under Section 252.34(3), Florida Statutes; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Parties have authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into:

- (1) A requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations and emergencies; and
- (2) A voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

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

SECTION I: DESCRIPTION

This Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations and combines elements of both a

voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

The Chief of Police for the Bal Harbour Village and the Chief of Police for the Town of Golden Beach (collectively "Agency Heads") may execute a joint declaration, enumerating the specific conditions under which aid may be requested or rendered pursuant to this Agreement (the "Joint Declaration"). Subsequent to execution, a Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration may be amended at any time upon the mutual assent of the Agency Heads.

SECTION III: POLICY AND PROCEDURE

- (a) In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the Agency requiring assistance shall notify the Agency, Agency Head, or his/her designee from whom such assistance is required. The Agency Head or authorized agency representative whose assistance is sought shall evaluate the situation and the Agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate. The Agency Head's decision in this regard shall be final.
- (b) The resources or facilities that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency Head. Such supervising officer shall be under the direct supervision and command of the Agency Head or his designee of the Agency requesting assistance.
- (c) Should a violation of Florida Statutes occur in the presence of said officers representing their respective Agencies in the furtherance of this Agreement, they shall be empowered to render enforcement assistance and act in accordance with law.

SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- (a) Members of the Agencies when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of Bal Harbour or Golden Beach under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, 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) Each Party agrees to furnish the necessary equipment, resources, and facilities and to render services to each other Party to the Agreement as set

forth above; provided however, that no Party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

- (c) The Agency furnishing any equipment pursuant to this Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof.
- (d) The Agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. **HOWEVER**, if the requesting Agency receives compensation from the Federal Emergency Management Agency (FEMA), the requesting Agency may compensate the assisting Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to this Agreement.
- (e) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits which apply to the activity of such officers, agents or employee of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- (f) Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting Agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this Agreement.

SECTION V: FORFEITURE

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. Seized property shall be 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.

SECTION VI: LIABILITY

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

SECTION VII: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect until the expiration of a period of five (5) years from the date of execution of this Agreement, unless terminated prior thereto by any or all of the Parties herein.

SECTION VIII: CANCELLATION

This agreement may be cancelled by any Party upon delivery of written notice to the other Party or Parties. Cancellation will be at the direction of any subscribing Party.

IN WITNESS WHEREOF, the Parties hereto cause these presents to be signed on the date specified.



Jorge M. Gonzalez
Village Manager
Bal Harbour Village

Date: 1/27/2014



Mark N. Overton
Chief of Police
Bal Harbour, Florida

Date: 01/27/14

Alexander Diaz
Town Manager
Town of Golden Beach

Date: _____



Don De Luca
Chief of Police
Golden Beach, Florida

Date: _____

ATTEST:

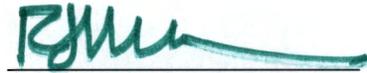


Ellisa L. Horvath, MMC
Village Clerk
Bal Harbour, Florida

ATTEST:

Lissette Perez
Town Clerk
Golden Beach, Florida

Approved as to form
and legal sufficiency:



Village Attorney
Bal Harbour, Florida

Date: 2/4/14

Reviewed by Village Attorney Matthew Pearl

Approved as to form
and legal sufficiency:

Town Attorney
Golden Beach, Florida

Date: _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 18, 2014

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

5

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2339.14 – Authorizing the Lease of Two Police
Motorcycles

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2339.14 as presented.

Background and History:

The Golden Beach Police Department has requested the approval from the Town's Council to continue to lease two police motorcycles.

Financial Impact:

The lease agreement with Peterson's Harley-Davidson of Miami, is for two police Harley Davidson model FLHTP motorcycles. The lease term is for twenty-four (24) months and will be billed monthly. The total amount per motorcycle each month is \$525.00, which includes all tires and maintenance with the exception of clutch replacement and physical damages.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2339.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PARTICIPATION IN A LEASE AGREEMENT FOR TWO POLICE MOTORCYCLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a lease agreement with PETERSON'S HARLEY-DAVIDSON CYCLES in order to utilize two police motorcycles for the purpose of providing police services to its residents, described and outlined in the attached Agenda Item Report; and

WHEREAS, in accordance with the Town's purchasing procedures, contracts must be reviewed and approved by the Town council; and

WHEREAS, the Town Council finds that the continued lease of the motorcycles 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 of Approval. The approval and execution of the lease agreement to lease the two motorcycles as described and outlined in the Agenda Item Report attached and incorporated herein, is hereby authorized and approved.

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

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

Sponsored by the **Police Chief**.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 18th day of February, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: January 29, 2014
To: Alexander Diaz, Town Manager
From: Don De Lucca
Chief of Police
Ref: Resolution to Lease motorcycle

Background/History:

The Golden Beach Police Department has requested the approval from the Town's council to continue to lease two police motorcycles.

Financial Impact:

The lease agreement with Peterson's Harley-Davidson of Miami, is for two police FLHTP motorcycles. The lease term is for twenty-four (24) months and will be billed monthly. The total amount per motorcycle each month is \$525.00., which includes all tires and maintenance with the exception of clutch replacement and physical damages.

Recommendations:

The Staff request authorization to lease both motorcycles.



2014 LEASE AGREEMENT FOR HARLEY-DAVIDSON POLICE MODELS

This agreement made and entered into between PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., designated as the lessor, and Town Golden Beach, designated as the lessee, made this _____ day of _____, 2014 for the purpose of leasing to the Lessee (2) HARLEY-DAVIDSON Police motorcycles under the following terms and conditions:

1. EQUIPMENT-

2014 HARLEY-DAVIDSON model FLHTP Police solo motorcycle with the complete description provided on attached specification sheet.

2. AGREEMENT TERM-

The terms of this Agreement shall commence as of the date of delivery of the aforesaid police motorcycles and thereafter for a period of twenty-four (24) months. At the end of the Agreement Term, the City shall have the option of returning the 2014 models and acquiring 2016 models under the same equipment items and for the same terms and conditions as set forth herein. If Lessee decides not to retain the 2014 model motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

3. PAYMENT PERIOD-

Lessee shall pay monthly payments in the amount of \$525.00 for each motorcycle. Payments include the cost of equipment, payment of interest, full maintenance and administrative costs less the residual value of the motorcycle. Monthly rental, per motorcycle, shall be payable by the Lessee to Lessor on the 5th day of each month during the term of this lease.

4. INSURANCE-

At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from Liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle.

The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this agreement. The Lessor shall be named as additional insured and loss payee.

5. HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES-

Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the Motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.

6. LIENS-

The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.

7. TAXES AND FEES-

The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the Motorcycle during the term of the Agreement. Both parties recognize that the _____ is tax exempt under Florida Law.

8. CARE AND USE OF EQUIPMENT-

The Lessor agrees to maintain the Motorcycle pursuant to the Manufacturer's Standard Preventative maintenance Contract and/or recommendation. All repairs shall be made at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169, at regular intervals set up by the Lessor in accordance with the Service Schedule attached hereto as Exhibit 2.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the Motorcycle for Police related activities only, without abuse, and shall not make modifications, alternations or additions to the Motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, during regular business hours to enter upon the premises where the Motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

9. DAMAGE OR DETERIORATION OF MOTORCYCLES-

In the event the Motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the Motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, brakes and not just the paint and body parts. All repairs must be done at the Lessor's repair facility. In case of theft or total loss of the Motorcycle, the replacement value of the Motorcycle shall be \$23,000.00 minus 2% for each month the agreement is in effect.

10. SELECTION OR RIDER-

The Lessor reserves the right to reject any rider of his Motorcycle so as to be assured that proper handling and care is exercised.

11. RIDER RESPONSIBILITY AND PRIVILEGES-

The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the lessee and the distance is no more than thirty (30) miles each way.

12. EVENTS OF DEFAULT AND REMEDIES-

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default

A. Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or

B. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

1) by written notice to Lessee, declare an amount equal to all payments due during the agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.

2) re-enter and take possession of the equipment, enforce this agreement or terminate the agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

3) any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this agreement upon failure to comply with any term, covenant or condition contained herein.

13. MAINTENANCE AND EQUIPMENT-

Lessor shall provide full maintenance and tires for the motorcycle at no cost to the Lessee. Physical damages and clutch replacement are the exception. The lessee will pay for **parts only** on all clutch replacements/repairs. Lessor shall not supply Lessee with gasoline or radios. All maintenance shall be done at PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., 19400 NW 2ND AVE, MIAMI, FLORIDA 33169.

14. SUBLEASE OR ASSIGNMENT-

Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may effect the subleasing of the motorcycle.

15. TERMINATION-

This agreement may be terminated by either party for any cause, upon thirty (30) days written notice by the terminating party. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

16. ENTIRE AGREEMENT; AMENDMENTS-

This Agreement constitutes the entire agreement between Lessor and the Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.

17. CONSENT TO JURISDICTION-

The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

18. GOVERNING LAW-

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

19. HEADINGS-

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

20. SEVERABILITY-

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21. WAIVER-

The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

22. COSTS AND ATTORNEY'S FEES-

If either Lessor or Lessee is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to costs and reasonable attorney's fees.

In witness whereof, the parties hereto have caused this agreement to be executed as of this _____ day of _____, 2014



Ace Armstrong
General Manager
Peterson's Harley-Davidson of Miami, LLC

Town of Golden Beach
Manager



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 18, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: Resolution No. 2340.14 – Approving Members to the Town of
Golden Beach – Building Regulation Advisory Board

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2340.14 as presented.

Background:

On December 13, 2005 the Town Council of the Town of Golden Beach adopted Ordinance No. 499.05, amending Division 3, "Building Regulation Advisory Board", of Article III, "Boards, Committees, Commissions", of the Town Code of Ordinances, by modifying the composition, organization and duties of the Town's Building Regulation Advisory Board. The Board is comprised of five members and two alternate members appointed by the Town Council. The members serve a one-year term beginning on February 18, 2014 and allowing for reappointment.

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2340.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING MEMBERS TO THE TOWN OF GOLDEN BEACH BUILDING REGULATION ADVISORY BOARD PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2005, the Town Council of the Town of Golden Beach adopted Ordinance No. 499.05, amending Division 3, "Building Regulation Advisory Board", of Article III, "Boards, Committees, Commissions", of the Town Code of Ordinances, by modifying the composition, organization and duties of the Town's Building Regulation Advisory Board (the "Board"); and

WHEREAS, the Town Council appointed Fred Chouinard, Jerome Hollo, Oded Meltzer, Eric Cohen, and Jose Iglesias to serve as members of the Board and Stephanie Halphen to serve as alternate member of the Board for one-year terms, all of which have now expired; and

WHEREAS, the Town Council wishes to make new appointments to the Board.

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. Appointment and Term. That the Town Council hereby appoints Jerome Hollo, Eric Cohen, Isaac Murciano, Zvi Shiff, and Fred Chouinard to serve as members of the Board, and Stephanie Halphen to serve as alternate member of the Board for a term of one year beginning on the effective date of this resolution.

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

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

Sponsored by 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 Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 18th day of February, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

For the last 6 years served as the President of Venezuelan Heavy Industries (Vhicoa), the largest structural steel fabricator and erector in South America, with revenues in excess of US\$150 million per year. While in Vhicoa, he was responsible of the sale of a majority interest (non-controlling) to PDVSA Industrial, an affiliate of the state owned oil company. Other significant responsibilities included the oversight of the most important project for the company, i.e. the fabrication, transport, installation and commissioning of the first offshore platform built in Venezuela.

Before he joined Owen Steel Company, a South Carolina based structural steel fabrication company, as CFO in February 2004, and became Chief Operating Officer in April 2007, where he was responsible for all financial and production departments of Owen Steel. During that period he was involved in some of the most important jobs in the history of the company, such as the new Bank of America tower in midtown Manhattan, the 9/11 Memorial and Museum in Ground Zero, among others.

Previously worked as the CFO of an Internet company based in Miami, and as an associate Investment Banker in Venezuela, focusing on M&A transactions, project financing and private equity deals in Latin America.

During the last 15 years, he and Mrs. Murciano have been active investors in real estate projects in South Florida and have successfully participated in several high-end type deals.

Mr. Murciano earned a MBA with honors from a joint IESA/Cornell University program, and holds a Bachelor degree in Electronic Engineering from the Universidad Simon Bolivar in Caracas, Venezuela.

ZVI SHIFF

D.O.B. : August 30th 1969

Multi Nationality: American, Israeli, British,

Marital Status: Married + 3

E-Mail: zvi@dzdgroup.com

Work experience covers a wide range of fields and jobs that I was involved with starting working in family owned hotels part time since I was 13 years old, going through the various departments up to general manager.

Through intelligence work for 3 years in the I.D.F., and then going to various positions in the Shiff Group organization learning and involved in projects from the design stage up to the execution of projects, financing, zoning and ultimately sale or leasing.

Work experience

Jan. 2003 – Present principal of DZD Holdings Inc., company that is involved in real estate, residential , commercial and retail.

As a principal of DZD Holdings I am in charge of the daily operations including scheduling, budgeting, contract negotiations, project management. Consulting role in key projects.

June 2000 – Dec. 2002 Vice President of Shiff Group of Companies.

Shiff Group Of Companies has been owning and managing hotels and real estate in Israel since the 1950's.

In the 1990's started developing commercial and residential real estate in Russia.

The shiff group also has investment in bio-tech companies and several innovative internet start-ups.

Apr. 1997 – June 2000 In charge of new developments – Shiff Group of companies.

Oct. 1996 – Apr. 1997 General Manager – Marina hotel Tel-Aviv

May 1994 – June 1996 In charge of renovations and remodeling of the Marina Hotel Tel-Aviv.

Oct. 1990 – May 1994 General manager of Diplomat Hotel Jerusalem. 500 room hotel.

Nov. 1988 – Sep. 1990 Owner and Manager of “The Carriage” Pub & Restaurant, Jerusalem.

Nov. 1987 – Oct. 1990 Israeli Defense Force: Artillery core – intelligence section - in charge of special projects.

Projects

103 Silver Blue Lakes Apartments.

Oversight of the renovation and leasing of this multi-family complex that comprises of 239 apartments.

Over \$8,000,000 invested in rebuilding, landscaping and improvements.

Palmetto Design Center

Member of an entity that owns a 7-acre site fronting the Palmetto Expressway at 37th ave, in The City of Miami Gardens. Project is now under construction and will include a Walmart, as well as 11,000 square feet of inline space, and a 0.75 acre outparcel consisting of approximately .9,000 square feet of commercial space. Project estimated value at completion in excess of \$30,000,000.

Ivey on the Lake Apartments.

Oversight of the renovation of this multi-family complex that comprises of 189 apartments. Over \$4,000,000 invested in rebuilding, landscaping and improvements

Education

Oct. 1999 – June 2004 The Interdisciplinary Center Herzelia – Bachelor degree in Law & Government Studies.

Oct. 1993 – June 1998 The College of management in tel-aviv – Bachelor degree of business

Oct. 1991 - Mar. 1993 Hebrew University Jerusalem, Israel – Economic Studies.

Languages

Hebrew / English mother tongue

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2341.14

**RESOLUTION OF THE TOWN OF GOLDEN BEACH,
FLORIDA ESTABLISHING A PERMANENT POLICY
REGARDING THE PEDESTRIAN AND VEHICULAR
ACCESS GATES ALONG TERRACINA AVENUE;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Town currently allows for restricted residential access to the Town through a fenced gate located along Terracina Avenue at Golden Beach Drive; and

WHEREAS, the Town currently permits only emergency and municipal vehicular access through controlled gates at Terracina Avenue and Golden Beach Drive; and

WHEREAS, the Town Council has sought the recommendation of the Town Manager as well as public input on whether to alter the manner in which the use of such areas should be controlled and restricted and specifically whether to allow residential vehicular traffic through the existing gates at Terracina Avenue; and

WHEREAS, after considering the recommendation of the Town Manager and the comments of the affected residents, Town Council desires to establish a permanent policy on the use and operation of the pedestrian and vehicular gates.

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. Adoption of Policy. Town Council hereby confirms and ratifies that the existing operation of both the pedestrian and vehicular gates shall remain as is.

The pedestrian gate shall be opened. The vehicular gate shall remain closed to residential traffic and shall be opened for municipal and emergency use only.

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

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 18th day of February, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

DISCUSSION ITEM – ROOFTOP GENERATORS





