



## **TOWN OF GOLDEN BEACH**

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

---

**Official Agenda for the September 26, 2017  
Final Budget Hearing & Special Town Council Meeting called for 7:00 P.M.**

---

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. ADOPTION OF FINAL MILLAGE AND FINAL BUDGET FOR FISCAL YEAR 2017/2018 (TIME CERTAIN ITEM)**

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2017 through September 30, 2018.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2517.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2517.17

- 2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2017 through September 30, 2018.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2

Resolution No. 2518.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2518.17

**E. PRESENTATIONS / TOWN PROCLAMATIONS**

None

**F. MOTION TO SET THE AGENDA**

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

**G. GOOD AND WELFARE**

**H. MAYOR'S REPORT**

**I. COUNCIL COMMENTS**

**J. TOWN MANAGER REPORT**

**K. TOWN ATTORNEY REPORT**

**L. ORDINANCES – SECOND READING**

**M. ORDINANCES - FIRST READING**

None

**N. QUASI JUDICIAL RESOLUTIONS**

None

**O. CONSENT AGENDA**

**3. 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 CITY OF NORTH MIAMI  
BEACH AND THE TOWN OF GOLDEN BEACH; PROVIDING  
FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE  
DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2519.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2519.17

**4. A Resolution of the Town Council Approving A Proposal from Bejar Construction, Inc. for Renovation of the Town's Police Gatehouse.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM BEJAR CONSTRUCTION, INC. FOR RENOVATION OF THE TOWN'S POLICE GATEHOUSE; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2520.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2520.17

**5. A Resolution of the Town Council Approving A Proposal from Bejar Construction, Inc. for Renovation of the Town's Beach Facilities.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM BEJAR CONSTRUCTION, INC. FOR RENOVATION OF THE TOWN'S BEACH FACILITIES; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2521.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2521.17

**6. A Resolution of the Town Council Approving Payment for Debris Hauling Services Due to Hurricane Irma.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING PAYMENT OF INVOICE FROM M&O BOBCAT, LLC FOR DEBRIS HAULING SERVICES DUE TO HURRICANE IRMA; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES;

PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2522.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2522.17

**7. A Resolution of the Town Council Approving Payment for Debris Hauling Services Due to Hurricane Irma.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING PAYMENT OF INVOICES FROM BLACK DIAMOND PROPERTY RESTORATION & EMERGENCY SERVICES FOR DEBRIS HAULING SERVICES DUE TO HURRICANE IRMA; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2523.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2523.17

**8. A Resolution of the Town Council Authorizing the Sale of One Surplus Garbage Truck.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SALE OF ONE SURPLUS GARBAGE WASTE TRUCK FROM THE TOWN'S VEHICLE FLEET AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2524.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2524.17

**P. TOWN RESOLUTIONS**

None

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

Mayor Glenn Singer:  
None Requested

Vice Mayor Judy Lusskin:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Amy Isackson-Rojas:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz  
Hurricane Irma Update  
Pending Items/Delayed Due to Storm:

- North Park Tot Lot
- South Gate Additional Funds Request
- Second Reading Ordinance 574.17 – Fences
- Second Reading Ordinance 575.17 – Driveway Requirements
- Second Reading Ordinance 576.17 – Employee Pension

## **R. ADJOURNMENT:**

---

### **DECORUM:**

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

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

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

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

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** September 26, 2017

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

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

**Subject:** Resolution No. 2517.17 & Resolution 2518.17 – Adopting the  
Final Combined Millage and Final Operating Budget for Fiscal  
Year 2017-2018

Item Number:

1 & 2

---

### **Recommendation:**

It is recommended that the Town Council adopt the Final Combined Millage and Final Operating Budget as provided by the companion Resolutions that follow.

### **Background:**

Please see the **Budget Message Pages 28 through 30 of the Operating and Capital Fiscal Year 2017-2018 budget book.**

### **Fiscal Impact:**

General Fund Revenues and Expenditures of \$9,604,359.00

Capital Budget Revenues and Expenditures of \$1,166,370.00

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2517.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 4<sup>th</sup>, 2017, the Town transmitted to the Property Appraiser its “Proposed Millage Rate” for the fiscal year commencing October 1, 2017 and further scheduled the public hearing required by Section 200.065 of the Florida Statutes to be held on September 12, 2017 at 7:00 p.m.; and

**WHEREAS**, the Property Appraiser has properly noticed the public hearing scheduled for September 12, 2017 at 7:00 p.m. at One Golden Beach Drive, Golden Beach, Florida, as required by Chapter 200 of the Florida Statutes; and

**WHEREAS**, pursuant to Executive Order No. 17-235 issued by Florida Governor Rick Scott, the Town re-noticed the public hearing for September 19, 2017 at 7:00 p.m.; and

**WHEREAS**, said public hearing, as required by Section 200.065(2)(c), was held by the Town Council on September 19, 2017, commencing at 7:00 p.m., as previously noticed and the public and all interested parties having had the opportunity to address their comments to the Town Council and the Town Council having considered the comments of the public regarding the proposed millage rate and having complied with the “TRIM” requirements of the Florida Statutes, the Town Council approved a proposed millage rate of 7.4800 mills; and

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

**Section 1.** That the final millage rate for the Town of Golden Beach for the fiscal year commencing October 1, 2017 through September 30, 2018, be and is hereby fixed at the rate of

7.4800 mills which is \$ 7.4800 dollars per \$1,000.00 of assessed property value within the Town of Golden Beach.

**Section 2.** That the rolled-back rate is 6.7410 and the final millage rate is 7.4800 mills which is 10.96 % over the rolled-back rate.

**Section 3.** That the voted debt service millage for the fiscal year will be .9200 mills.

**Section 4.** That this resolution shall be effective immediately upon adoption.

Sponsored by the **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 26<sup>th</sup> day of September, 2017.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2518.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Manager presented to the Town Council a “Final Operating and Capital Budget” for the 2017/2018 fiscal year commencing October 1, 2017 and ending September 30, 2018 for approval by the Town Council; and

**WHEREAS**, on September 19, 2017 the Town Council held a public hearing concerning the adoption of the tentative budget for the 2017/2018 fiscal year, as duly noticed; and

**WHEREAS**, on September 26, 2017, the Town Council held a duly noticed final public hearing on the adoption of the final budget for the 2017/2018 fiscal year at the Council Chambers of Town Hall located at One Golden Beach Drive, Golden Beach, Florida.

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

**Section 1.** That each of the above stated recitals is hereby adopted and confirmed. Upon final adoption of the proposed millage rate, which is hereby ratified, the attached tentative budgets of the Town of Golden Beach for the fiscal year commencing October 1, 2017 are hereby approved and adopted.

**Section 2.** That the Final Budget as presented by the Town Manager on September 19, 2017 to the Mayor and Town Council for the 2017/2018 fiscal year commencing October 1, 2017 and ending September 30, 2018 is hereby approved and adopted.

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

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

Sponsored by the **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 26<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
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:** September 26, 2017

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

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

**Subject:** **Resolution No. 2519.17 - Approving a Mutual Aid Agreement  
with the City of North Miami Beach Police Department**

Item Number:

3

---

**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2519.17 as presented.

**Background:**

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

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

**Fiscal Impact:**

There is no cost to the Town to participate.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2519.17**

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

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of North Miami Beach Police Department, Florida, attached to this Resolution as Exhibit “A” between the Town of Golden Beach and the City of North Miami Beach, described and outlined in the attached Agenda Item Report; and

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

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

**Section 1. Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

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

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

Sponsored by **Town Administration**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,  
Florida, this 26<sup>th</sup> day of September, 2017.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

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

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (Effective Date), by and between the City of North Miami Beach, Florida, a municipal corporation having its principal office at 17011 NE 19<sup>th</sup> Avenue, 4th Floor, North Miami Beach, Florida 33162, and the Town of Golden Beach, Florida having its principal office at 1 Golden Beach Drive, Golden Beach, Florida, state as follows:

**RECITALS**

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

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Golden Beach Police Department or the City of North Miami Beach Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Golden Beach, Florida, and the City of North Miami Beach, Florida; and

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

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

WHEREAS, the Town of Golden Beach and the City of North Miami Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid

Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

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

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

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

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

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

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

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

10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

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

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

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

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

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's

arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

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

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

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

#### **SECTION V. CONFLICTS**

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

#### **SECTION VI. HANDLING COMPLAINTS**

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

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

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

## **SECTION VII. LIABILITY**

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

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

- (a) Employees of the Town of Golden Beach and the City of North Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- (b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- (c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- (d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- (e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all

pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

- (f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- (g) Should the Town of Golden Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of North Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (h) Should the City of North Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Golden Beach costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (i) The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The municipality/agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement the forfeiture. The property shall be seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency, less the costs associated with the forfeiture action. Any participating municipality/agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

## **SECTION IX. INSURANCE**

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

## **SECTION X. EFFECTIVE DATE**

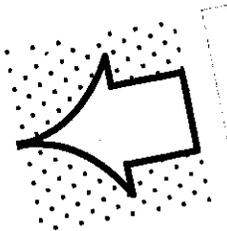
This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until July 31, 2020. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

## **SECTION XI. CANCELLATION**

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

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

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.



CITY OF NORTH MIAMI BEACH

TOWN OF GOLDEN BEACH

[Signature]  
WILLIAM HERNANDEZ  
CHIEF OF POLICE

[Signature]  
RUDY HERBELLO  
CHIEF OF POLICE

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

Date: 8/15/2017

[Signature]  
ANA M. GARCIA, ICMA-CM  
CITY MANAGER

[Signature]  
ALEXANDER DIAZ  
TOWN MANAGER

Date: 8/2/17

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

[Signature]  
MAYOR  
Date: 8/3/17

ATTEST:  
[Signature]  
PAMELA LATIMORE  
CITY CLERK

[Signature]  
LISETTE PEREZ  
TOWN CLERK

Date: 8/3/2017

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

SIGNED AS TO FORM, LANGUAGE,  
LEGALITY AND EXECUTION THEREOF

SIGNED AS TO FORM, LANGUAGE  
LEGALITY AND EXECUTION THEREOF

[Signature] 7/31/17  
JOSE SMITH, ESQ.  
CITY ATTORNEY

[Signature]  
STEPHEN HELFMAN, ESQ.  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** September 26, 2017

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

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

**Subject:** **Resolution No. 2520.17 - Approving the Proposal for the Police Gatehouse Project**

Item Number:

4

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2520.17 as presented.

### **Background:**

Prior to the July recess, with your consent, we began negotiations with three firms who submitted proposal for our Police Gatehouse and Beach Project (Pavilion is not included in our project).

As a result of our negotiations, and after conducting reference checks, I am recommending that we approve a contract with Bejar Construction, Inc.

In anticipation of projects commencing, we have authorized the contractor to place the order of all items that have a long lead time.

Once we are prepared for demolition and throughout construction of the project we will have our new mobile command post parked in front of the building allowing our gatehouse operations to function as normal.

The project is expected to take up-to six months to deliver. We will hold a grand opening in April of 2018 in conjunction with our annual Luau.

### **Fiscal Impact:**

\$230,755.47 as budgeted from our General Funds.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2520.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM BEJAR CONSTRUCTION, INC. FOR RENOVATION OF THE TOWN'S POLICE GATEHOUSE; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida ("Town") has identified the need to renovate the Town's police gatehouse ("Project"); and

**WHEREAS**, the Town Council finds that compliance with the bid procedures set forth in the Town's Code of Ordinances ("Code") is impractical and not in the best interest of the Town; and

**WHEREAS**, the Town Council desires to engage Bejar Construction, Inc. ("Contractor") to perform construction services ("Services") for the Project; and

**WHEREAS**, Contractor has presented the Town with a proposal, attached hereto as Exhibit "A" and incorporated herein by reference, ("Proposal") to perform the Services; and

**WHEREAS**, the Town Council desires to authorize the Town Manager to enter into an agreement with the Contractor consistent with the Proposal; and

**WHEREAS**, the Town Council has determined that the Proposal is acceptable and will well serve the needs of the Town.

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

**Section 1. Recitals Adopted.** Each of the above-stated recitals are hereby adopted and confirmed.

**Section 2. Proposal Approved.** The Town Council hereby approves of the Proposal.

**Section 3. Waiver of Competitive Bidding.** The Town Council finds that compliance with the bid procedures within the Town Code is impractical and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

**Section 4. Implementation.** The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

**Section 5. Authorization.** The Town Manager is authorized to enter into an agreement with the Contractor that is consistent with the Proposal in an amount not to exceed \$230,755.47, subject to the approval of the Town Attorney as to form, content, and legality.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 26<sup>th</sup> day of September, 2017.

---

MAYOR GLENN SINGER

ATTEST:

---

LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

---

STEPHEN J. HELFMAN  
TOWN ATTORNEY

# BEJAR CONSTRUCTION, INC.

6326 S.W. 191 Avenue  
Pembroke Pines, Florida 33332  
CGC059731

September 19, 2017 (Revised)

Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, Florida 33160  
Att: Mr. Alex Diaz

Re: ~~Golden Beach Entrance Renovation~~ **Police Gatehouse Renovations**

This proposal is for the Project referenced above and more particular defined by the Scope of Work comprised for this proposal, its attachments, and other Contract Documents incorporated by reference.

Therefore, we propose to furnish the following:

## 01 – General Conditions:

- 1) Site Supervision and Management
- 2) Insurance (General Liability and Worker Compensation)
- 3) Payment and Performance Bond

## 02 – Scope of Work:

- 1) Complete demolition as per sheet D-1 & D-2 dated November – 2016
- 2) Furnish and install all M.O.T for the duration of project.
- 3) Furnish and install all second floor structural framing and sheathing.
- 4) Furnish and install One (1) new spiral stair, steel column and railings.
- 5) Furnish and install all concrete work for new spiral stair, tie-downs and window openings.
- 6) Furnish and install R-30 ceiling insulation and R-5.2 exterior wall insulation.
- 7) Furnish and install all interior drywall ceiling and exterior walls.
- 8) Furnish and install all exterior windows and doors as per window schedule Sheet A-4.
- 9) Furnish and install all interior doors and bi-folds as per door schedule Sheet A-4.
- 10) Repair exterior walls and stucco entire building and columns.
- 11) Paint all interior and exterior walls using Benjamin Moore or approved equal.
- 12) Repair and paint existing wood arches at both entrance and exit.
- 13) Furnish and install new flooring tile (Owner to select).
- 14) Furnish and install new A/C unit and diffuser as per sheet M-1 and M-2.
- 15) Furnish all electrical work and fixtures as per sheet E-1 and E-2.
- 16) Furnish and install new casework.

Not Included:

- 1) Permit Fee

**Total Price of Project: \$230,755.00 Two Hundred Thirty Thousand, Seven Hundred Fifty Five Dollars and 00/100.**

Time: The duration of the work to achieve substantial completion will be 150 days

Terms: Net 30 days as per approved schedule of value.

Clarification:

- No Hazmat Abatement
- Day Shift Work Only
- No Overtime Included
- No Architectural Services Included
- No Design Fee Included

Expiration: This proposal shall remain open for 30 days.

Attachment(s): Cost Breakdown

Please contact me at 786-299-1072 or via e-mail [Bejarconstruction@msn.com](mailto:Bejarconstruction@msn.com) if you have any questions or require additional information.

Thank you



Benny Bejar  
President

ACCEPTANCE OF PROPOSAL

The Scope described above supersedes any and all prior communication about this work, and shall be performed on a Fixed Price (also known as Lump Sum) basis as presented above. By accepting this Proposal, Customer understands that changes To the Scope for any reason not controlled by Bejar Construction, Inc. may result in additional charges. Invoices for Work Completed shall be presented at least monthly and shall be due within 30 days. In the event that controversy pursuant to this Contract results in litigation, the parties agree to waive their right to trial by jury, and the prevailing party shall be entitled to Recovery of its attorney's fees and costs incurred pre-suit, in litigation, and any appeals which ensue, together with interest On all unpaid amounts at 1 ½% per month.

Customer Signature: \_\_\_\_\_

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

**Bejar Construction, Inc.**  
**Summary of Estimate**

**Project Name: Golden Beach Entrance Renovation**  
**Project No: 2017-01**  
**Location: Golden Beach**

Spec Section	Description Of Work:	Estimate Cost										Subcontractor Cost	Total Estimate	
		Materials			Labor									
		Unit	Quantity	Unit Cost	Amount	Hours	Unit Cost	Amount	Subcontractor Cost	Total Estimate				
	<b>GENERAL CONDITIONS:</b>													
	Temporary Water	MO	6	\$ 110.00	\$ 660.00		\$ -	\$ -				\$ 660.00		\$ 660.00
	Temporary Power	MO	6	\$ 110.00	\$ 660.00		\$ -	\$ -				\$ 660.00		\$ 660.00
	Temporary Toilet	MO	6	\$ 110.00	\$ 660.00		\$ -	\$ -				\$ 660.00		\$ 660.00
	Dumpspters	EA	6	\$ 450.00	\$ 2,700.00		\$ -	\$ -				\$ 2,700.00		\$ 2,700.00
	Bond	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -				\$ 5,000.00		\$ 5,000.00
	Insurance	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -				\$ 5,000.00		\$ 5,000.00
	<b>Division 2 - Site Work</b>													
	MOT (Traffic Barriers)	LS	1	\$ 3,000.00	\$ 3,000.00		\$ -	\$ -				\$ 3,000.00		\$ 3,000.00
	Dumpsters	EA	3	\$ 500.00	\$ 1,500.00		\$ -	\$ -				\$ 1,500.00		\$ 1,500.00
	<b>Division 3 - Concrete</b>													
	Demolition	LS	1		\$ -		\$ -	\$ -				\$ 15,000.00		\$ 15,000.00
	Second Floor Framing and Sheathing	LS	1		\$ -		\$ -	\$ -				\$ 11,000.00		\$ 11,000.00
	Spiral Stair Concrete Footer	LS	1	\$ 1,500.00	\$ 1,500.00		\$ -	\$ -				\$ 1,500.00		\$ 1,500.00
	Concrete Sill, Beams and Tie-Downs	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -	\$ -				\$ 10,000.00		\$ 10,000.00
	<b>Division 4 - Masonry</b>													
	N/A				\$ -		\$ -	\$ -				\$ -		\$ -
	<b>Division 5 - Metals</b>													
	Spiral Stair, Steel Col. & Guardrails (Labor and Material)	LS	1		\$ -		\$ -	\$ -				\$ 24,000.00		\$ 24,000.00
	<b>Division 6 - Woods and Plastics</b>													
	Casework	LS	1		\$ -		\$ -	\$ -				\$ 770.00		\$ 770.00
	<b>Division 7 - Thermal and Moisture Protection</b>													
	Insulation:													
	Ceiling	SF	530	\$ 1.50	\$ 795.00		\$ -	\$ -				\$ 795.00		\$ 795.00
	Walls	SF	2640	\$ 1.50	\$ 3,960.00		\$ -	\$ -				\$ 3,960.00		\$ 3,960.00
	<b>Division 8 - Doors and Windows</b>													
	Aluminum Windows and Exterior Doors (Material and Labor)	LS	1		\$ -		\$ -	\$ -				\$ 28,000.00		\$ 28,000.00

**Summary of Estimate**

**Project Name: Golden Beach Entrance Renovation**  
**Project No: 2017-01**  
**Location: Golden Beach**

Spec Section	Description Of Work:	Estimate Cost										Subcontractor Cost	Total Estimate				
		Materials			Labor												
		Unit	Quantity	Unit Cost	Amount	Hours	Unit Cost	Amount									
	<b>Division 9 - Finishes</b>																
	Gypsum Boards Exterior Walls	BD	75	\$ 110.00	\$ 8,250.00		\$ -		\$ -								\$ 8,250.00
	Gypsum Boards Interior Walls	BD	39	\$ 110.00	\$ 4,290.00		\$ -		\$ -								\$ 4,290.00
	Gypsum Board Ceiling	BD	15	\$ 110.00	\$ 1,650.00		\$ -		\$ -								\$ 1,650.00
	Base (Tile)	LF	160	\$ 8.00	\$ 1,280.00				\$ -								\$ 1,280.00
	Floor Tile (Material and Labor)	SF	600	\$ 10.00	\$ 6,000.00				\$ -								\$ 6,000.00
	Exterior Stucco	SY	500	\$ 25.00	\$ 12,500.00				\$ -								\$ 12,500.00
	Interior Painting	SF	4,500	\$ 1.10	\$ 4,950.00				\$ -								\$ 4,950.00
	Exterior Painting	SF	2,000	\$ 1.10	\$ 2,200.00				\$ -								\$ 2,200.00
	Paint Arches	LS	1	\$ 5,000.00	\$ 5,000.00				\$ -								\$ 5,000.00
	Interior Doors	EA	2	\$ 300.00	\$ 600.00				\$ -								\$ 600.00
	<b>Division 10 - Specialties</b>																
	Toilet Accessories	LS	1	\$ 500.00	\$ 500.00				\$ -								\$ 500.00
	Fire Extinguisher	EA	1	\$ 150.00	\$ 150.00				\$ -								\$ 150.00
	Signage	LS	1	\$ 250.00	\$ 250.00				\$ -								\$ 250.00
	<b>Division 11 - Equipment</b>																
	N/A				\$ -				\$ -								\$ -
	<b>Division - 13 Special Construction</b>																
	N/A				\$ -				\$ -								\$ -
	<b>Division 15 - Mechanical</b>																
	Air Conditioning System & Mechanical Ventilation	LS	1		\$ -				\$ -								\$ 7,500.00
	<b>Division 16 - Electrical</b>																
	Electrical	LS	1		\$ -				\$ -								\$ 21,382.00
					\$ -				\$ -								\$ 21,382.00
																	\$ 190,707.00
																	\$ 19,070.70
																	\$ 209,777.70
																	\$ 20,977.77
																	\$ 230,755.47



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** September 26, 2017

Item Number:

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

5

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

**Subject:** **Resolution No. 2521.17 - Approving the Proposal from Bejar Construction for the Beach Facilities Renovations**

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2521.17 as presented.

### **Background:**

Prior to the July recess, with your consent, we began negotiations with three firms who submitted proposal for our Police Gatehouse and Beach Project (Pavilion is not included in our project).

As a result of our negotiations, and after conducting reference checks, I am recommending that we approve a contract with Bejar Construction, Inc.

In anticipation of projects commencing, we have authorized the contractor to place the order of all items that have a long lead time.

We will operate as normal, yet, certain sections of the beach will be off-limits to our residents. We will have proper accommodations for the comfort of our beach goers.

The project is expected to take up-to six months to deliver. We will hold a grand opening in April of 2018 in conjunction with our Annual Luau.

### **Fiscal Impact:**

\$420,408.45 as budgeted from our General Funds.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2521.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM BEJAR CONSTRUCTION, INC. FOR RENOVATION OF THE TOWN'S BEACH FACILITIES; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida ("Town") has identified the need to renovate the Town's Beach Facilities ("Project"); and

**WHEREAS**, the Town Council finds that compliance with the bid procedures set forth in the Town's Code of Ordinances ("Code") is impractical and not in the best interest of the Town; and

**WHEREAS**, the Town Council desires to engage Bejar Construction, Inc. ("Contractor") to perform construction services ("Services") for the Project; and

**WHEREAS**, Contractor has presented the Town with a proposal, attached hereto as Exhibit "A" and incorporated herein by reference, ("Proposal") to perform the Services; and

**WHEREAS**, the Town Council desires to authorize the Town Manager to enter into an agreement with the Contractor consistent with the Proposal; and

**WHEREAS**, the Town Council has determined that the Proposal is acceptable and will well serve the needs of the Town.

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

**Section 1. Recitals Adopted.** Each of the above-stated recitals are hereby adopted and confirmed.

**Section 2. Proposal Approved.** The Town Council hereby approves of the Proposal.

**Section 3. Waiver of Competitive Bidding.** The Town Council finds that compliance with the bid procedures within the Town Code is impractical and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

**Section 4. Implementation.** The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

**Section 5. Authorization.** The Town Manager is authorized to enter into an agreement with the Contractor that is consistent with the Proposal in an amount not to exceed \$420,408.45, subject to the approval of the Town Attorney as to form, content, and legality.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 26<sup>th</sup> day of September, 2017.

---

MAYOR GLENN SINGER

ATTEST:

---

LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

---

STEPHEN J. HELFMAN  
TOWN ATTORNEY

# BEJAR CONSTRUCTION, INC.

6326 S.W. 191 Avenue  
Pembroke Pines, Florida 33332  
CGC059731

September 19, 2017 (Revised)

Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, Florida 33160  
Att: Mr. Alex Diaz

Re: Town of Golden Beach Restroom Renovation

This proposal is for the Project referenced above and more particular defined by the Scope of Work comprised for this proposal, its attachments, and other Contract Documents incorporated by reference.

Therefore, we propose to furnish the following:

## 01 – General Conditions:

- 1) Site Supervision and Management
- 2) Insurance (General Liability and Worker Compensation)

## 02 – Scope of Work:

- a) Furnish and install temporary fence with wind screen, silt fence along beach side, temporary toilet for Bejar Construction, Inc. personnel, temporary toilets for Town of Golden Beach residence and dumpsters for construction trash removal.
- b) Repair any irrigation lines due to damage from construction work (Allowance).
- c) Repair any landscape due to construction work (Allowance).
- d) Furnish all labor, materials and equipment necessary for all concrete work as per plans S0.01, S0.02, S1.10, S1.20, S2.01, S3.01 & S3.02.
- e) Furnish all labor, materials and equipment necessary for the structural slab underneath the new coral tiles.
- f) Furnish all labor, materials and scaffolding necessary for all masonry work at the storage area.
- g) Furnish all labor, materials and scaffolding for all stucco work (Interior and Exterior) smooth on the exterior and new horizontal wood siding concrete wainscot in the interior of the restroom walls.
- h) Furnish labor and materials for all new horizontal wood slating engineered composite siding.
- i) Furnish and install Nine (9) exterior louvers as per plans M-1.
- j) Furnish all labor and materials as specified on sheet A1.30 for the storage roofing system including the parapet cap.
- k) Furnish and install all stainless steel exterior doors and hardware as per plans A10.10.
- l) Furnish and install One (1) 8'-0" x 7'-6" stainless steel overhead door for new storage room.
- m) Furnish and install all drywall as required in the storage room.
- n) Furnish all labor and materials for all interior and exterior paint using Sherwin Williams A-100.
- o) Furnish and install all toilet accessories and partitions as specified on sheet G0.03.
- p) Furnish all labor and materials necessary for the complete re-piping of all sanitary lines and water piping for both Men's and Women's restroom.
- q) Furnish all plumbing fixtures as per sheet P-2 (Allowance).
- r) Furnish all labor and materials necessary for the complete installation of all electrical work as per sheet E-1 and E-2.
- s) Furnish all electrical fixtures as per sheet E-2 (Allowance).
- t) Furnish and install 2 x 2 Astroturf as per sheet A1.40.
- u) Furnish and install 24" x 24" coral tiles to match existing.

Not Included:

- 1) Permit Fee
- 2) New Landscaping and irrigation necessary for new landscape layout.

**Total Price of Project: \$420,408.00 Four Hundred Twenty Thousand, Four Hundred Eight Dollars and 00/100.**

Time: The duration of the work to achieve substantial completion will be 180 days

Terms: Net 30 days as per approved schedule of value.

Clarification:

- No Hazmat Abatement
- Day Shift Work Only
- No Overtime Included
- No Architectural Services Included
- No Design Fee Included

Expiration: This proposal shall remain open for 30 days.

Attachment(s): Cost Breakdown

Please contact me at 786-299-1072 or via e-mail [Bejarconstruction@msn.com](mailto:Bejarconstruction@msn.com) if you have any questions or require additional information.

Thank you

Benny Bejar  
President

#### ACCEPTANCE OF PROPOSAL

The Scope described above supersedes any and all prior communication about this work, and shall be performed on a Fixed Price (also known as Lump Sum) basis as presented above. By accepting this Proposal, Customer understands that changes To the Scope for any reason not controlled by Bejar Construction, Inc. may result in additional charges. Invoices for Work Completed shall be presented at least monthly and shall be due within 30 days. In the event that controversy pursuant to this Contract results in litigation, the parties agree to waive their right to trial by jury, and the prevailing party shall be entitled to Recovery of its attorney's fees and costs incurred pre-suit, in litigation, and any appeals which ensue, together with interest On all unpaid amounts at 1 ½% per month.

Customer Signature: \_\_\_\_\_

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

**Bejar Construction, Inc.**  
**Summary of Estimate**

**Project Name: Golden Beach Beach Restroom Renovation**  
**Location: Golden Beach**

Spec Section	Description Of Work:	Estimate Cost										Subcontractor Cost	Total Estimate
		Materials		Labor			Estimate Cost						
		Unit	Quantity	Unit Cost	Amount	Hours	Unit Cost	Amount	Amount	Subcontractor Cost	Total Estimate		
	<b>GENERAL CONDITIONS:</b>												
	Temporary Water	MO	5	\$ 110.00	\$ 550.00		\$ -	\$ -				\$ 550.00	
	Temporary Power	MO	5	\$ 110.00	\$ 550.00		\$ -	\$ -				\$ 550.00	
	Temporary Toilet	MO	5	\$ 110.00	\$ 550.00		\$ -	\$ -				\$ 550.00	
	Temporary Toilet for Residence	MO	5	\$ 1,500.00	\$ 7,500.00		\$ -	\$ -				\$ 7,500.00	
	Dumpspters	EA	5	\$ 500.00	\$ 2,500.00		\$ -	\$ -				\$ 2,500.00	
	Temporary Fence W/ Wind Screen	LS	1	\$ 2,500.00	\$ 2,500.00		\$ -	\$ -				\$ 2,500.00	
	Insurance	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -				\$ 8,000.00	
	Survey	LS	1	\$ 1,500.00	\$ 1,500.00		\$ -	\$ -				\$ 1,500.00	
	<b>Division 2 - Site Work</b>												
	Silt Fence	LF	140	\$ 5.00	\$ 700.00		\$ -	\$ -				\$ 700.00	
	Clear & Grub	LS	1	\$ 2,500.00	\$ 2,500.00		\$ -	\$ -				\$ 2,500.00	
	Irrigation	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -	\$ -				\$ 1,000.00	
	Landscaping	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -	\$ -				\$ 1,000.00	
	Demolition	LS	1	\$ 2,500.00	\$ 2,500.00		\$ -	\$ -				\$ 2,500.00	
	<b>Division 3 - Concrete</b>												
	Concrete Work	LS	1	\$ 41,000.00	\$ 41,000.00		\$ -	\$ -				\$ 41,000.00	
	Hilical Piles	EA	10	\$ 2,000.00	\$ 20,000.00		\$ -	\$ -				\$ 20,000.00	
	<b>Division 4 - Masonry</b>												
	Included in Concrete Work			\$ -	\$ -		\$ -	\$ -				\$ -	
	<b>Division 5 - Metals</b>												
	Louvers	EA	9	\$ 650.00	\$ 5,850.00		\$ -	\$ -				\$ 5,850.00	
	<b>Division 6 - Woods and Plastics</b>												
	Engineered Composite Wood	LS	1	\$ 50,000.00	\$ 50,000.00		\$ -	\$ -				\$ 50,000.00	
	Flat Roof	SQ	3	\$ 1,250.00	\$ 3,750.00		\$ -	\$ -				\$ 3,750.00	
	<b>Division 7 - Thermal and Moisture Protection</b>												
	Insulation (Ceiling)	LS	1	\$ 2,000.00	\$ 2,000.00		\$ -	\$ -				\$ 2,000.00	
	<b>Division 8 - Doors and Windows</b>												
	Stainless Steel Doors	EA	4	\$ 2,500.00	\$ 10,000.00		\$ -	\$ -				\$ 10,000.00	





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** September 26, 2017

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

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

**Subject:** **Resolution No. 2522.17 - Approving the Invoices from M&O  
Bobcat**

Item Number:

6

---

**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2522.17 as presented.

**Background:**

In 2007, the Town issues request for proposals for Disaster Recovery Services and awarded a contract to Ceres Environmental Services, Inc. (CERES). During the last ten years, the Town has extended, by mutual consent, the contract.

Following Hurricane Irma, it was determined that's CERES ability to rapidly respond, would not be satisfactory to the Town. As such, the Administration took measures to procure resources to immediately commence our recovery efforts.

To ensure that the vendors pricing was fair and just, we vendors who's pricing was in-line with that of CERES (\$14.97- \$24.73/ per cubic yard without tipping fees).

**Fiscal Impact:**

An amount not to exceed \$47,000 for invoices dated up to September 22, 2017.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2522.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING PAYMENT OF INVOICE FROM M&O BOBCAT, LLC FOR DEBRIS HAULING SERVICES DUE TO HURRICANE IRMA; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on September 4, 2017, Florida Governor Rick Scott issued Executive Order No. 17-235 declaring a State of Emergency due to Hurricane Irma, and on September 5, 2017, Miami-Dade County Mayor Carlos Gimenez issued a County-wide Declaration of a State of Emergency; and

**WHEREAS**, Hurricane Irma posed a severe threat to the entire State of Florida and required timely precautions to be taken to protect communities, critical infrastructure, and general welfare; and

**WHEREAS**, the Town of Golden Beach, Florida (“Town”) experienced damage due to Hurricane Irma and worked swiftly to have debris removed from the Town; and

**WHEREAS**, the Town engaged M&O Bobcat, LLC (“Contractor”) to perform post-Hurricane Irma debris hauling services (“Services”); and

**WHEREAS**, Contractor has presented the Town with an invoice, attached hereto as Exhibit “A” and incorporated herein by reference, (“Invoice”) for the Services performed; and

**WHEREAS**, the Town Council finds that the Services were acquired under the emergency created by Hurricane Irma and, therefore, compliance with the bid procedures set forth in the Town’s Code of Ordinances (“Code”) should be waived; and

**WHEREAS**, the Town Council desires to authorize the Town Manager and Town Mayor to pay the Invoice; and

**WHEREAS**, the Town Council has determined that the Invoice is acceptable and will well serve the needs of the Town.

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

**Section 1. Recitals Adopted.** Each of the above-stated recitals are hereby adopted and confirmed.

**Section 2. Invoice Approved.** The Town Council hereby approves of the Invoice.

**Section 3. Waiver of Competitive Bidding.** The Town Council finds that it is in the best interest of the Town to waive compliance with the bid procedures within the Town Code in order to protect the health, safety, and welfare of the community due to the emergency caused by Hurricane Irma, and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

**Section 4. Implementation.** The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

**Section 5. Authorization.** The Town Mayor and Town Manager are authorized to pay the Contractor an amount not to exceed \$47,000 for invoices dated up to September 22, 2017.

**Section 6. 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 Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida this 26<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
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:** September 26, 2017

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

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

**Subject:** **Resolution No. 2523.17 - Approving the Invoices from Black  
Diamond Property & Emergency Services**

Item Number:

7

---

**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2523.17 as presented.

**Background:**

In 2007, the Town issues request for proposals for Disaster Recovery Services and awarded a contract to Ceres Environmental Services, Inc. (CERES). During the last ten years, the Town has extended, by mutual consent, the contract.

Following Hurricane Irma, it was determined that's CERES ability to rapidly respond, would not be satisfactory to the Town. As such, the Administration took measures to procure resources to immediately commence our recovery efforts.

To ensure that the vendors pricing was fair and just, we vendors who's pricing was in-line with that of CERES (\$14.97- \$24.73/ per cubic yard without tipping fees).

**Fiscal Impact:**

\$25,537.50.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2523.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING PAYMENT OF INVOICES FROM BLACK DIAMOND PROPERTY RESTORATION & EMERGENCY SERVICES FOR DEBRIS HAULING SERVICES DUE TO HURRICANE IRMA; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on September 4, 2017, Florida Governor Rick Scott issued Executive Order No. 17-235 declaring a State of Emergency due to Hurricane Irma, and on September 5, 2017, Miami-Dade County Mayor Carlos Gimenez issued a County-wide Declaration of a State of Emergency; and

**WHEREAS**, Hurricane Irma posed a severe threat to the entire State of Florida and required timely precautions to be taken to protect communities, critical infrastructure, and general welfare; and

**WHEREAS**, the Town of Golden Beach, Florida (“Town”) experienced damage due to Hurricane Irma and worked swiftly to have debris removed from the Town; and

**WHEREAS**, the Town engaged Black Diamond Property Restoration & Emergency Services (“Contractor”) to perform post-Hurricane Irma debris hauling services (“Services”); and

**WHEREAS**, Contractor has presented the Town with a series of invoices, collectively attached hereto as Exhibit “A” and incorporated herein by reference, (“Invoices”) for the Services performed; and

**WHEREAS**, the Town Council finds that the Services were acquired under the emergency created by Hurricane Irma and, therefore, compliance with the bid procedures set forth in the Town's Code of Ordinances ("Code") should be waived; and

**WHEREAS**, the Town Council desires to authorize the Town Manager and Town Mayor to pay the Invoices; and

**WHEREAS**, the Town Council has determined that the Invoices are acceptable and will well serve the needs of the Town.

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

**Section 1. Recitals Adopted.** Each of the above-stated recitals are hereby adopted and confirmed.

**Section 2. Invoices Approved.** The Town Council hereby approves of the Invoices.

**Section 3. Waiver of Competitive Bidding.** The Town Council finds that it is in the best interest of the Town to waive compliance with the bid procedures within the Town Code in order to protect the health, safety, and welfare of the community due to the emergency caused by Hurricane Irma, and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

**Section 4. Implementation.** The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

**Section 5. Authorization.** The Town Mayor and Town Manager are authorized to pay the Contractor the amount stated on the Invoices, to wit: \$25,537.50.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 26<sup>th</sup> day of September, 2017.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



**BLACK DIAMOND**  
EMERGENCY SERVICES

# Invoice

## Black Diamond

Property Restoration & Emergency Services

2710 Davie Raod  
Davie, FL 33314  
O: 954-769-1820  
[Jay@blackdiamondfla.com](mailto:Jay@blackdiamondfla.com)

**DATE** September 14, 2017  
**Invoice #** 1001  
**Customer ID** CGB-92017

**Bill To:**

Alex Diaz  
City of Golden Beach Florida  
786-236-4211

Under the terms and condition of this Proposal by and between Black Diamond Property Restoration & Emergency Services, LLC(Black Diamond) and City of Golden Beach(client), Black Diamond will provide all labor, material and supervision necessary to complete the work described herein:

**SCOPE OF WORK :**

Description	AMOUNT
<b>Hurricane Clean-Up &amp; Debris Removal</b>	
* 9-14-17 (5) Dump Trips of Debris Removal (Truck: 20 yards @ 33.75 Per yard)	\$ 3,375.00
* 9-14-17 (2) Dump Trips of Debris Removal (Truck: 40 yards @ 33.75 per yard)	\$ 2,700.00
*All Labor & Dump fees are included for the above scope of work	
<b>TOTAL</b>	\$ 6,075.00

If you have any questions concerning this Invoice, contact Sandra Isern, 786-202-6841, [Sandra@blackdiamondfla.com](mailto:Sandra@blackdiamondfla.com)

**THANK YOU FOR YOUR BUSINESS!**



# Invoice

## Black Diamond

Property Restoration & Emergency Services

2710 Davie Raod  
Davie, FL 33314  
O: 954-769-1820  
[Jay@blackdiamondfla.com](mailto:Jay@blackdiamondfla.com)

DATE September 14, 2017  
Invoice # 1000  
Customer ID CGB-92017

**Bill To:**  
Alex Diaz  
City of Golden Beach Florida  
786-236-4211

Under the terms and condition of this Proposal by and between Black Diamond Property Restoration & Emergency Services, LLC(Black Diamond) and City of Golden Beach(client), Black Diamond will provide all labor, material and supervision necessary to complete the work described herein:

**SCOPE OF WORK :**

Description	AMOUNT
<b>Hurricane Clean-Up &amp; Debris Removal</b>	
* 9-12-17 (1 *20 Yards @ 33.75per yard ) Dump Trip of Debris Removal	\$ 675.00
* 9-13-17 (3 * 20 Yards @ 33.75 per yard) Dump Trips of Debris Removal	\$ 2,025.00
*All Labor & Dump fees are included for the above scope of work	
<b>TOTAL</b>	<b>\$ 2,700.00</b>

If you have any questions concerning this Invoice, contact Sandra Isern, 786-202-6841, [Sandra@blackdiamondfla.com](mailto:Sandra@blackdiamondfla.com)

**THANK YOU FOR YOUR BUSINESS!**



INVOICE

**Black Diamond**

**Property Restoration & Emergency Services**

2710 Davie Raod  
Davie, FL 33314  
O: 954-769-1820  
Jay@blackdiamondfla.com

**DATE** September 15, 2017  
**Invoice #** 1003  
**Customer ID** CGB-92017

**Bill To:**  
Alex Diaz  
City of Golden Beach Florida  
786-236-4211

Under the terms and condition of this Proposal by and between Black Diamond Property Restoration & Emergency Services, LLC(Black Diamond) and City of Golden Beach(client), Black Diamond will provide all labor, material and supervision necessary to complete the work described herein:

**SCOPE OF WORK :**

Description	AMOUNT
<b>Hurricane Clean-Up &amp; Debris Removal</b>	
*9-15-17 Truck#112 (3) Dump Trips of Debris Removal (Truck: 30 yards @ 33.75 Per yard)	\$ 3,037.50
*9-15-17 Truck# 3638 (1 ) Dump Trips of Debris Removal (Truck: 20 yards @ 33.75 per yard)	\$ 675.00
*9-15-17 Truck# 3609 (1 ) Dump Trips of Debris Removal (Truck: 20 yards @ 33.75 per yard)	\$ 675.00
*9-15-17 Truck# 3609 (1 ) Dump Trips of Debris Removal (Truck: 20 yards @ 33.75 per yard)	\$ 675.00
*All Labor & Dump fees are included for the above scope of work	
<b>TOTAL</b>	<b>\$ 5,062.50</b>

If you have any questions concerning this Invoice, contact Sandra Isern, 786-202-6841, Sandra@blackdiamondfla.com

**THANK YOU FOR YOUR BUSINESS!**



# Invoice

## Black Diamond

### Property Restoration & Emergency Services

2710 Davie Road  
Davie, FL 33314  
O: 954-769-1820  
[Jay@blackdiamondfla.com](mailto:Jay@blackdiamondfla.com)

**DATE** September 15, 2017  
**Invoice #** 1005  
**Customer ID** CGB-92017

**Bill To:**

Alex Diaz  
City of Golden Beach Florida  
786-236-4211

Under the terms and condition of this Proposal by and between Black Diamond Property Restoration & Emergency Services, LLC(Black Diamond) and City of Golden Beach(client), Black Diamond will provide all labor, material and supervision necessary to complete the work described herein:

**SCOPE OF WORK :**

Description	AMOUNT
<b>Hurricane Clean-Up &amp; Debris Removal</b>	
* 9-15-17 Cherry Picker (1/2 day usage)	\$ 1,450.00
* 9-15-17 Front end loader w/ Bob Cat Grappler	\$ 4,400.00
*All Labor & Dump fees are included for the above scope of work	
<b>TOTAL</b>	<b>\$ 5,850.00</b>

If you have any questions concerning this Invoice, contact Sandra Isern, 786-202-6841, [Sandra@blackdiamondfla.com](mailto:Sandra@blackdiamondfla.com)

**THANK YOU FOR YOUR BUSINESS!**



# Invoice

## Black Diamond

Property Restoration & Emergency Services

2710 Davie Raod  
Davie, FL 33314  
O: 954-769-1820  
[Jay@blackdiamondfla.com](mailto:Jay@blackdiamondfla.com)

**DATE** September 15, 2017  
**Invoice #** 1002  
**Customer ID** CGB-92017

**Bill To:**  
Alex Diaz  
City of Golden Beach Florida  
786-236-4211

Under the terms and condition of this Proposal by and between Black Diamond Property Restoration & Emergency Services, LLC(Black Diamond) and City of Golden Beach(client), Black Diamond will provide all labor, material and supervision necessary to complete the work described herein:

### SCOPE OF WORK :

Description	AMOUNT
<b>Hurricane Clean-Up &amp; Debris Removal</b>	
* 9-14-17 Cherry Picker (1/2 day usage)	\$ 1,450.00
* 9-14-17 Front loader Grappler	\$ 4,400.00
*All Labor & Dump fees are included for the above scope of work	
<b>TOTAL</b>	<b>\$ 5,850.00</b>

If you have any questions concerning this Invoice, contact Sandra Isern, 786-202-6841, [Sandra@blackdiamondfla.com](mailto:Sandra@blackdiamondfla.com)

**THANK YOU FOR YOUR BUSINESS!**





TOWN OF Golden BEACH

1 Golden Beach Drive
Golden Beach, Florida 33160
Phone: (305) 932-0744
Fax: (305) 933-3825
Tax Exempt: #85-8012621597C-6

PURCHASE ORDER NO. 20375

Please provide PO# to vendor. Ask to include in all paperwork. This number must appear on all invoices, shipping labels, correspondence, etc.

DATE: 9-19-17

VENDOR: BLACK DIAMOND

JUDITH TIEROME
REQUEST COMPLETED BY (PRINT NAME)

VENDOR CONTACT: JAY

SIGNATURE

ADDRESS: 2710 DAVIE RD
DAVIE, FL 33314

TELEPHONE NO: 954 769-1820

All purchases in excess of \$100.00 must be covered by this formal purchase order PRIOR TO PLACING ORDER.

Table with columns: ITEM NO, QUAN, UNIT, DESCRIPTION, UNIT COST, TOTAL, ACCOUNT BUDGET CODE. Row 1: 1003, DEBRIS REMOVAL, 5,062.50, 001-519-49000-0

\* New vendor or has vendor changed their info? Yes No
If yes, please provide vendor enrollment form and W-9. (Both forms must match)

TOTAL PURCHASE ORDER \$ 5,062.50

DELIVERY INSTRUCTIONS PROJECT #

PAYMENT INSTRUCTIONS PAY INVOICE ATTACHED PROJECT NAME

IMPORTANT: All persons, firms or corporations doing business with Town of Golden Beach are hereby notified that all purchases in excess of \$100.00 must be covered by this formal purchase order and the Town disclaims responsibility for payment of any charges for purchases which are not so covered.

APPROVAL OF PURCHASING PROCEDURE:

DEPARTMENT MANAGER CERTIFIED AS TO AVAILABLE FUNDS AND BUDGET ACCOUNT DATE:

FINANCE DIRECTOR APPROVED: DATE:



TOWN OF Golden BEACH

1 Golden Beach Drive
Golden Beach, Florida 33160
Phone: (305) 932-0744
Fax: (305) 933-3825
Tax Exempt: #85-8012621597C-6

PURCHASE ORDER NO. 20374

Please provide PO# to vendor. Ask to include in all paperwork. This number must appear on all invoices, shipping labels, correspondence, etc.

DATE: 9-19-17

VENDOR: BLACK DIAMOND

JUDITH JEROME
REQUEST COMPLETED BY (PRINT NAME)

VENDOR CONTACT: JAY

SIGNATURE

ADDRESS: 2710 DAVIE RD
DAVIE, FL 33314

TELEPHONE NO: (954) 769-1820

All purchases in excess of \$100.00 must be covered by this formal purchase order PRIOR TO PLACING ORDER.

Table with 7 columns: ITEM NO, QUAN, UNIT, DESCRIPTION, UNIT COST, TOTAL, ACCOUNT BUDGET CODE. Row 1: 1002, DEBRIS REMOVAL, 5850, 001-519-49000-0

\* New vendor or has vendor changed their info? [ ] Yes [ ] No
If yes, please provide vendor enrollment form and W-9. (Both forms must match)

TOTAL PURCHASE ORDER \$ 5,850

DELIVERY INSTRUCTIONS
PAYMENT INSTRUCTIONS PAY INVOICE ATTACHED

PROJECT #
PROJECT NAME

IMPORTANT: All persons, firms or corporations doing business with Town of Golden Beach are hereby notified that all purchases in excess of \$100.00 must be covered by this formal purchase order and the Town disclaims responsibility for payment of any charges for purchases which are not so covered.

APPROVAL OF PURCHASING PROCEDURE:

DEPARTMENT MANAGER
CERTIFIED AS TO AVAILABLE FUNDS AND BUDGET ACCOUNT
DATE:

FINANCE DIRECTOR
APPROVED:
DATE:



TOWN OF Golden BEACH

1 Golden Beach Drive
Golden Beach, Florida 33160
Phone: (305) 932-0744
Fax: (305) 933-3825
Tax Exempt: #85-8012621597C-6

PURCHASE ORDER NO. 20373

Please provide PO# to vendor. Ask to include in all paperwork. This number must appear on all invoices, shipping labels, correspondence, etc.

DATE: 9-19-17

VENDOR: BLACK DIAMOND

JUDITHA JEROME
REQUEST COMPLETED BY (PRINT NAME)

VENDOR CONTACT: JAJ

SIGNATURE

ADDRESS: 2710 DAVIE RD
DAVIE, FL 33314

TELEPHONE NO: 954 769-1820

All purchases in excess of \$100.00 must be covered by this formal purchase order PRIOR TO PLACING ORDER.

Table with 7 columns: ITEM NO, QUAN, UNIT, DESCRIPTION, UNIT COST, TOTAL, ACCOUNT BUDGET CODE. Row 1: 1001, DEBRIS REMOVAL, 6,075, 001-519-49000-0

\* New vendor or has vendor changed their info? Yes No

If yes, please provide vendor enrollment form and W-9. (Both forms must match)

TOTAL PURCHASE ORDER \$ 6,075

DELIVERY INSTRUCTIONS

PROJECT #

PAYMENT INSTRUCTIONS

PAY INVOICE ATTACHED

PROJECT NAME

IMPORTANT: All persons, firms or corporations doing business with Town of Golden Beach are hereby notified that all purchases in excess of \$100.00 must be covered by this formal purchase order and the Town disclaims responsibility for payment of any charges for purchases which are not so covered.

APPROVAL OF PURCHASING PROCEDURE:

DEPARTMENT MANAGER
CERTIFIED AS TO AVAILABLE FUNDS AND BUDGET ACCOUNT

DATE:

FINANCE DIRECTOR
APPROVED:

DATE:



TOWN OF Golden BEACH

1 Golden Beach Drive
Golden Beach, Florida 33160
Phone: (305) 932-0744
Fax: (305) 933-3825
Tax Exempt: #85-8012621597C-6

PURCHASE ORDER NO. 20372

Please provide PO# to vendor. Ask to include in all paperwork. This number must appear on all invoices, shipping labels, correspondence, etc.

DATE: 9-19-17

VENDOR: BLACK DIAMOND

JUDITH JEROME
REQUEST COMPLETED BY (PRINT NAME)

VENDOR CONTACT: JAY SANDERSON

SIGNATURE

ADDRESS: 2710 DAVIE RD

DAVIE, FL 33314

TELEPHONE NO: 954 769-1820

All purchases in excess of \$100.00 must be covered by this formal purchase order PRIOR TO PLACING ORDER.

Table with 7 columns: ITEM NO, QUAN, UNIT, DESCRIPTION, UNIT COST, TOTAL, ACCOUNT BUDGET CODE. Contains one entry for DEBRIS REMOVAL with a total of 2700.

\* New vendor or has vendor changed their info? Yes No

If yes, please provide vendor enrollment form and W-9. (Both forms must match)

TOTAL PURCHASE ORDER \$ 2700

DELIVERY INSTRUCTIONS

PROJECT #

PAYMENT INSTRUCTIONS

PAY INVOICE ATTACHED

PROJECT NAME

IMPORTANT: All persons, firms or corporations doing business with Town of Golden Beach are hereby notified that all purchases in excess of \$100.00 must be covered by this formal purchase order and the Town disclaims responsibility for payment of any charges for purchases which are not so covered.

APPROVAL OF PURCHASING PROCEDURE:

DEPARTMENT MANAGER CERTIFIED AS TO AVAILABLE FUNDS AND BUDGET ACCOUNT

DATE:

FINANCE DIRECTOR APPROVED:

DATE:



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** September 26, 2017

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

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

**Subject:** **Resolution No. 2524.17 - Recommended Surplus of One  
Garbage Waste Truck**

Item Number:

8

---

### **Recommendation**

It is recommended that the Town Council adopt the attached Resolution No. 2524.17 as presented.

### **Background**

I am recommending that Vehicle #133– 1999 International 4900 4 X 2, VIN #1HTSDAAN0YH261528 be surplused.

This vehicle is no longer cost effective for the Town to maintain and operate and is surplus to the needs of the Town. It is recommended for surplus from the Town's fleet due to overall deteriorating mechanical conditions.

### **Fiscal Impact**

Proceeds from the sale of these trucks will be deposited into the Town's General Fund.

**TOWN GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2524.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SALE OF ONE SURPLUS GARBAGE WASTE TRUCK FROM THE TOWN'S VEHICLE FLEET AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sections 2-306 and 2-308 of the Town's Code of Ordinances provide for the sale of surplus property by the Town, as authorized by the Town Council upon recommendation of the Town Manager; and

**WHEREAS**, Town Facilities Maintenance Director Ken Jones evaluated Town Vehicle #133 - 1999 International 4900 4 X 2 –

VIN #1HTSDAAN0YH261528, for their continued use by the Town's employees, and has determined that this Vehicle is no longer cost effective for the Town to maintain and operate and are surplus to the needs of the Town; and

**WHEREAS**, the above-referenced department head has reported this surplus determination to the Town Manager, who concurs that this Vehicle is surplus to the needs of the Town; and

**WHEREAS**, the Town Council concurs in the surplus determination and finds that the Vehicle has monetary value and should be disposed of and sold at auction to retrieve the greatest value; and

**WHEREAS**, the Town Council finds that the surplus determination and disposal of these Vehicle is in the best interests 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 to Dispose of Surplus Property.** The Vehicle are hereby declared surplus to the Town's needs and the disposal and sale of the Vehicle at auction to retrieve the greatest value, in accordance with Section 2-308 of the Town's Code of Ordinances, 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 and the disposal and sale of the Vehicle.

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

**Sponsored by** the Town Administration.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 26<sup>th</sup> day of September, 2017.

---

MAYOR GLENN SINGER

ATTEST:

---

LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

---

STEPHEN J. HELFMAN  
TOWN ATTORNEY