



## **TOWN OF GOLDEN BEACH**

One Golden Beach Drive  
Golden Beach, FL 33160

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**Official Agenda for the October 30, 2018  
Special Town Council Meeting called for 7:00 p.m.**

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**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

CERTIFICATE OF APPRECIATION TO 5K COMMITTEE MEMBERS

**E. MOTION TO SET THE AGENDA**

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

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

- TOWN HALL DISCUSSION – DURING DISCUSSION & DIRECTION TO TOWN MANAGER. (PRESENTATION DOCUMENTS WILL BE AVAILABLE AT THE MEETING AND WILL BE POSTED ON THE WEBSITE FOLLOWING THE MEETING)

**H. COUNCIL COMMENTS**

**I. TOWN MANAGER REPORT**

**J. TOWN ATTORNEY REPORT**

**K. ORDINANCES – SECOND READING**

**1. An Ordinance Amending the Town's Code of Ordinances to Include A New Article Providing Regulations for the Use of Golf Carts.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY ADDING SECTIONS 38-100 THROUGH 38-109 TO A NEW ARTICLE IV, "GOLF CARTS" WITHIN CHAPTER 38, "TRAFFIC AND VEHICLES" TO PROVIDE

REGULATIONS FOR THE USE OF GOLF CARTS ON THE PUBLIC ROADS AND STREETS WITHIN THE TOWN'S JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Ordinance No. 583.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 583.18

**2. An Ordinance Amending the Town's Code of Ordinances to Revise Requirements for Zone One (Oceanfront Properties).**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, TO AMEND CHAPTER 66 "ZONING" TO REVISE REQUIREMENTS FOR ZONE ONE (OCEANFRONT PROPERTIES). (D) BUILDING HEIGHT. (1) MAIN RESIDENCE, (d). AMENDING ALLOWABLE USE IN THE AREA BELOW THE 18.2 FEET NGVD, TO INCLUDE A GYM AND LAUNDRY FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Ordinance No. 584.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 584.18

**L. ORDINANCES - FIRST READING**

None

**M. QUASI JUDICIAL RESOLUTIONS**

None

**N. CONSENT AGENDA**

**3. Official Minutes of the August 21, 2018 Regular Town Council Meeting**

**4. Official Minutes of the September 12, 2018 First Budget Hearing**

5. **Official Minutes of the September 27, 2018 Final Budget Hearing & Special Town Council Meeting**
6. **A Resolution of the Town Council Approving A Mutual Aid Agreement between the Town and the Village of Indian Creek.**

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 INDIAN CREEK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2578.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2578.18

7. **A Resolution of the Town Council Approving Amendment #3 to the 2017-2018 Fiscal Year Operating Budget.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #3 TO THE 2017-2018 FISCAL YEAR OPERATING BUDGET AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2579.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2579.18

8. **A Resolution of the Town Council Recognizing City Government Week October 22-28.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RECOGNIZING CITY GOVERNMENT WEEK OCTOBER 22-28, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2580.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2580.18

**O. TOWN RESOLUTIONS**

**9. A Resolution of the Town Council Authorizing Work by Craig A. Smith & Associates, Inc. Related to Stormwater Improvements.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AND AUTHORIZING WORK BY CRAIG A. SMITH & ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATING TO STORMWATER IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2581.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2581.18

**10. A Resolution of the Town Council Adopting a Stormwater Facilities Improvement Plan.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING A STORMWATER FACILITIES IMPROVEMENT PLAN FOR A STATE REVOLVING LOAN FUND PROGRAM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2582.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2582.18

**11. A Resolution of the Town Council Authorizing Canal Dredging.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL AND PROCESSING OF PERMITS FOR CANAL DREDGING; PROVIDING FOR IMPLEMENTATION AND EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 11

Resolution No. 2583.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2583.18

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

Mayor Glenn Singer:  
Town Hall Masterplan Update

Vice Mayor Jaime Mendal:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Amy Isackson-Rojas:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Town Manager Alexander Diaz:  
None Requested

**Q. ADJOURNMENT:**

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**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

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## MEMORANDUM

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**Date:** October 30, 2018

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

1

**Subject:** Ordinance No. 583.18 – Amending Code, To A New Article IV  
of Chapter 38 To Allow Use of Golf Carts on the Public Roads

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 583.18 as presented.

### **Background:**

As recommended in the Chief of Police's memorandum (attached) I support the proposed Ordinance which will provide for the legal use of golf-carts in the Town.

Since First Reading we have made the following additions:

- Prohibiting the operation of a golf cart by an unlicensed driver who fails a skills test administered by the Town's Police Department.
- A Golf Cart may be operated by an unlicensed individual who passes a skills test administered by the Town's Police Department
- Golf Cart operators must maintain and provide proof of liability insurance coverage (for both bodily injury and property damage) in a minimum amount of \$100,000.

### **Fiscal Impact:**

None.

**TOWN OF GOLDEN BEACH, FLORIDA**

**ORDINANCE NO. 583.18**

**AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY ADDING SECTIONS 38-100 THROUGH 38-109 TO A NEW ARTICLE IV, "GOLF CARTS" WITHIN CHAPTER 38, "TRAFFIC AND VEHICLES" TO PROVIDE REGULATIONS FOR THE USE OF GOLF CARTS ON THE PUBLIC ROADS AND STREETS WITHIN THE TOWN'S JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

1       **WHEREAS**, the Town of Golden Beach, Florida (the "Town") Council desires to  
2       amend the Code of Ordinances of the Town of Golden Beach, Florida by adding Sections  
3       38-100 through 38-109 to a new Article IV, "Golf Carts" within the existing Chapter 38,  
4       "Traffic and Vehicles" to permit and provide regulations for the use of golf carts on  
5       designated public roads and streets within the Town's jurisdiction during non-restricted  
6       hours by golf cart operators who have passed a safety inspection; and

7       **WHEREAS**, in accordance with Section 316.212, Florida Statutes, the Town Council  
8       finds that golf carts may safely travel on or cross the public roads or streets within the  
9       Town's jurisdiction, and, in making this determination, the Town Council has considered  
10      factors including the speed, volume, and character of motor vehicle traffic using the roads  
11      or streets within the Town's jurisdiction; and

12      **WHEREAS**, the Town Council finds that golf carts may be operated at any time of  
13      day, including between sunset and sunrise if the golf cart is equipped with headlights,  
14      brake lights, turn signals, and a windshield; and

15      **WHEREAS**, the Town Council finds this Ordinance to be in the best interest and  
16      welfare of the residents of the Town.

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

**Section 1. Recitals.** That the recitals set forth above are hereby adopted and confirmed.

**Section 2. Amending Code.** That the Code of Ordinances of the Town of Golden Beach, Florida is hereby amended by adding Sections 38-100 through 38-109 to a new Article IV, "Golf Carts" within the existing Chapter 38, "Traffic and Vehicles," which sections shall read as follows:<sup>1</sup>

**Chapter 38 – TRAFFIC AND VEHICLES**

\* \* \*

**ARTICLE IV – GOLF CARTS**

**Sec. 38-100. - Legislative intent.**

It is the intent of this article to permit and regulate the use of Golf Carts within the Designated Streets of the Town, during non-restricted hours by Golf Cart operators which have passed a safety inspection.

**Sec. 38-101. - Definitions.**

*Designated Streets.* All streets within the Town except Ocean Boulevard/A1A.

*Golf Cart.* A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes as defined in Florida Statutes Section 316.003(27).

*Permit.* An official authorization designating that the Golf Cart to which the authorization is affixed meets the requirements of state law and the Town Code.

*Slow Moving Vehicles.* Any vehicle designed for use and speeds less than 25 miles per hour.

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~. Additions added between first and second reading are shown in double underline.

Sec. 38-102. - Authorized use.

- (a) Only those Golf Carts which have been inspected and issued Permits by the Town Police Department may be operated on all Designated Streets within the Town.
- (b) A Permit to use a Golf Cart on a Designated Street does not permit entry onto private property or semi-private property, including private roads. Access to these areas may be regulated by property owners and/or property managers.

Sec. 38-103. - Prohibited use.

The operation in the Town of any Golf Cart in the following manner or under the following conditions is prohibited:

- (1) By an individual under the age of 14;
- (2) During hours between sunset and sunrise without being equipped with headlights, brake lights, turn signals, and a windshield;
- (3) Without a valid, current Permit issued by the Town Police Department and affixed to the Golf Cart in a conspicuous location;
- (4) In violation of State or County traffic regulations;
- (5) Anywhere on the roadway surface of Ocean Boulevard/A1A, except to cross that thoroughfare at marked intersections or intersections regulated by a traffic signal or to travel north or south upon Ocean Boulevard/A1A solely for the purpose of reaching the immediately next intersection. The operation of Golf Carts upon Ocean Boulevard/A1A pursuant to this subsection (5) shall be subject to authorization from the Florida Department of Transportation pursuant to Florida Statutes Section 316.212(2);
- (6) On the beaches, parks, bicycle paths, sidewalks, or swales of the Town;
- (7) Parking in violation of posted regulations;
- (8) Obstructing or interfering with normal traffic flow;
- (9) Carrying more passengers than those for which the Golf Cart was designed; and
- (10) By an unlicensed driver who fails a skills test administered by the Town's Police Department.

Sec. 38-104. - Inspection.

- (a) Each Golf Cart shall be inspected by the Town annually.
- (b) Upon submitting a completed Permit application, proof of insurance and the payment of a \$15.00 application fee, the Town Police Department will schedule an inspection to ensure that the required equipment is installed and operating properly.
- (c) The application fees will be deposited into the General Operating Funds of the Town.

- (d) The Town Police Department shall issue a Permit to the owner of a Golf Cart which passes the inspection. The Permit shall include a registration number and be displayed in a conspicuous location on the Golf Cart.

Sec. 38-105. - Required equipment.

A Golf Cart must be equipped with:

- (1) Efficient brakes;
- (2) Reliable steering apparatus;
- (3) Safe tires;
- (4) Rear view mirrors;
- (5) Red reflectorized warning devices in both the front and the rear;
- (6) Headlights;
- (7) Brake lights (also referred to as rear stop lamps) meeting the minimum standards of F.S. § 316.234(1);
- (8) Turn signals meeting the minimum standards of F.S. § 316.234(2); and
- (9) A windshield.

Sec. 38-106. - Slow Moving Vehicles.

Golf Carts meeting the definition of Slow Moving Vehicle must also have a "SMV" triangular emblem attached to the Golf Cart pursuant to Miami-Dade County Ordinance No. 71-94.

Sec. 38-107. - Operators.

- (a) A Golf Cart may not be operated by any person under the age of 14.
- (b) A Golf Cart may be operated by an unlicensed individual who passes a skills test administered by the Town's Police Department.
- (c) Golf Cart operators must maintain and provide proof of liability insurance coverage (for both bodily injury and property damage) in a minimum amount of \$100,000.

Sec. 38-108. - Traffic laws.

- (a) Operators of Golf Carts using Designated Streets within the Town are required to observe all traffic laws as if they were operating any other motor vehicle.
- (b) While traveling on Designated Streets, operators and passengers of Golf Carts must comply with applicable State law as to the requirements and usage of safety belts and child restraint equipment.
- (c) Owners and operators of Golf Carts shall comply with applicable State law pertaining to insurance requirements.

108 Sec. 38-109. - Enforcement.

109 The Town Police Department shall be responsible for enforcing this article.

110 Secs. 38-110 – 38-120 - Reserved.

111 **Section 3. Severability.** That the provisions of this Ordinance are declared to  
112 be severable and if any section, sentence, clause or phrase of this Ordinance shall for  
113 any reason be held to be invalid or unconstitutional, such decision shall not affect the  
114 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but  
115 they shall remain in effect, it being the legislative intent that this Ordinance shall stand  
116 notwithstanding the invalidity of any part.

117 **Section 4. Codification.** That it is the intent of the Town Council that the  
118 provisions of this ordinance shall become and be made a part of the Town's Code of  
119 Ordinances, and that the sections of this Ordinance may be renumbered or relettered,  
120 and the word "ordinance" may be changed to "section," "article," "regulation," or such  
121 other appropriate word or phrase in order to accomplish such intentions.

122 **Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or  
123 parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

124 **Section 6. Effective Date.** That this Ordinance shall be in full force and take  
125 effect immediately upon its passage and adoption.

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

128	Mayor Glenn Singer	_____
129	Vice-Mayor Jaime Mendal	_____
130	Councilmember Amy Isackson-Rojas	_____
131	Councilmember Kenneth Bernstein	_____
132	Councilmember Judy Lusskin	_____

133  
134 **PASSED AND ADOPTED** on first reading this 27<sup>th</sup> day of September, 2018.

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

137	Mayor Glenn Singer	_____
138	Vice-Mayor Jaime Mendal	_____
139	Councilmember Amy Isackson-Rojas	_____
140	Councilmember Kenneth Bernstein	_____
141	Councilmember Judy Lusskin	_____

143 **PASSED AND ADOPTED** on second reading this 30<sup>th</sup> day of October, 2018.

144

145  
146 MAYOR GLENN SINGER

147 ATTEST:

148  
149  
150  
151 LISSETTE PEREZ  
152 TOWN CLERK

155 APPROVED AS TO FORM  
156 AND LEGAL SUFFICIENCY:

157  
158  
159  
160 **STEPHEN J. HELFMAN**  
161 **TOWN ATTORNEY**



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** September 20, 2018

**To:** Alexander Diaz  
Town Manager

**From:** Rudy Herbello  
Chief of Police

Item Number:

3

**Subject:** Allowing Use of Golf Carts on the Public Roads

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It is the intent of the Florida Statute 316.212 to regulate the operation of Golf Carts on public roads or street. Notwithstanding the provision and regulations of the statute, Section 8 provides certain exceptions to the rules (See attachment) by a local governmental entity, which could be enacted through an ordinance.

The ordinance should regulate the use of Golf Carts during non-restricted hours by licensed drivers operating Golf Carts within the designated streets inside the Town of Golden Beach.

Golf Carts are to have the minimum requirements to operate on the roads as follows:

- (1) Efficient brakes;
- (2) Reliable steering apparatus;
- (3) Safe tires;
- (4) Rear view mirrors;
- (5) Red reflectorized warning devices, both in the front and the rear;
- (6) Rear stop lamps meeting the minimum standards of F.S. § 316.234(1);
- (7) Turn signals meeting the minimum standards of F.S. § 316.234(2); and
- (8) Safety belts.

Golf carts will be allowed to be used on the interior streets and local roadways without deviation.

No golf cart should be allowed on any state road such as Ocean Boulevard. Owners and operators of Golf Carts shall comply with applicable Local and/or State traffic laws and insurance requirements.

**Fiscal Impact:** Per Florida Statute affected areas must have designated signs.

**Recommendations:** I recommend that the Town of Golden Beach adopt into ordinance provisions for the regulations and operation of golf carts within the Town's limits.

# The Florida Senate

## 2018 Florida Statutes

<u>Title XXIII</u> MOTOR VEHICLES	<u>Chapter 316</u> STATE UNIFORM TRAFFIC CONTROL  <u>Entire Chapter</u>	<b>SECTION 212</b> <b>Operation of golf carts on certain roadways.</b>
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**316.212 Operation of golf carts on certain roadways.**— The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and

2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. [316.271](#); and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

**History.**—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.

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# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 30, 2018

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

**From:** Alexander Diaz,  
Town Manger

Item Number:

2

**Subject:** Ordinance No. 584.18 – Amending Code, Chapter 66,  
Ordinance 573.17, Uses below the 18.2 feet N.G.V.D. for Zone  
One (Oceanfront Properties)

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 584.18 as presented.

### **Background:**

Amending Ordinance 573.17, approved by Town Council on May 16, 2017 on second reading, to add additional uses to the area below 18.2 feet N.G.V.D to include a gym and laundry room, these items were discussed at the Town Council meeting held on May 16, 2017 and were to be included in the Ordinance. They were omitted in error.

No changes since first reading.

### **Fiscal Impact:**

None.

**TOWN OF GOLDEN BEACH, FLORIDA**

**ORDINANCE NO. 584.18**

1           **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF**  
2           **GOLDEN BEACH, FLORIDA, TO AMEND CHAPTER 66 “ZONING”**  
3           **TO REVISE REQUIREMENTS FOR ZONE ONE (OCEANFRONT**  
4           **PROPERTIES). (D) BUILDING HEIGHT. (1) MAIN RESIDENCE,**  
5           **(d). AMENDING ALLOWABLE USE IN THE AREA BELOW THE**  
6           **18.2 FEET NGVD, TO INCLUDE A GYM AND LAUNDRY**  
7           **FACILITIES. PROVIDING FOR SEVERABILITY; PROVIDING FOR**  
8           **CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND**  
9           **PROVIDING FOR AN EFFECTIVE DATE.**

10           **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166,  
11           Florida Statutes, provide municipalities the authority to exercise any power for municipal  
12           purposes, except where prohibited by law, and to adopt ordinances in furtherance of such  
13           authority; and

14           **WHEREAS**, the Town Council of the Town of Golden Beach (“Town Council”) finds  
15           it periodically necessary to amend its Code of Ordinances and Land Development  
16           Regulations (“Code”) in order to update regulations and procedures to implement  
17           municipal goals and objectives; and

18           **WHEREAS**, the Town Council has studied the current Code provisions of the Town  
19           and finds that certain modifications are necessary and desirable to further regulate all  
20           residential development; and

21           **WHEREAS**, the Town desires to provide setback and height regulations for  
22           development of undersized lots to encourage development and redevelopment consistent  
23           with the aesthetic goals and conditions of the Town; and

24           **WHEREAS**, the Town desires to reorganize the site development regulations,  
25   such as height, setbacks, and lot size and coverage requirements in a consolidated user  
26   friendly format; and

27           **WHEREAS**, Town staff recommends approval of the proposed changes; and

28           **WHEREAS**, the Town's Local Planning Agency has reviewed this Ordinance on  
29   this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and has determined that it is consistent with the  
30   Town's Comprehensive Plan; and

31           **WHEREAS**, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been  
32   given by publication in a paper of general circulation in the Town, notifying the public of  
33   this proposed Ordinance and of the time and dates of the public hearings; and

34           **WHEREAS**, two (2) public hearings were held before the Town Council pursuant  
35   to the published notice described above; and

36           **WHEREAS**, the Town Council finds that adoption of this Ordinance through its  
37   police powers will protect the public health, safety, and welfare of the residents of the  
38   Town, and furthers the purpose, goals, objectives, and policies of the Town's  
39   Comprehensive Plan.

40           **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**  
41   **TOWN OF GOLDEN BEACH, FLORIDA<sup>1</sup>:**

42           **Section 1.** That the preceding "Whereas" clauses are ratified and incorporated as  
43   a record of the legislative intent of this Ordinance.

44   **-Chapter 66 - ZONING**

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~. Changes made between first and second reading are highlighted in yellow.

45  
46 **ARTICLE III. – District Regulations**

47 **66-69.1 Zone One (Oceanfront Properties).**  
48

49 (d) Building height.

50 (1) Main Residence.

- 51 a. Primary residential structures built on lots with a street frontage at least  
52 50 feet in width but less than 75 feet in width shall not exceed 25 feet in  
53 height.
- 54 b. Primary residential structures built on lots with a street frontage at least  
55 75 feet in width but less than 100 feet in width shall not exceed 27.5 feet  
56 in height.
- 57 c. Primary residential structures built on lots with a street frontage of 100  
58 feet or more shall not exceed 30 feet in height.
- 59 d. The height measurement for main residences shall be measured from  
60 the lowest habitable living area which is a maximum of two (2) feet above  
61 the FDEP lowest structural member (18.2 feet NGVD). This height  
62 measurement shall include all portions of the main residence east of the  
63 60-foot front setback line or Coastal Construction Control Line (CCCL),  
64 whichever is more westerly. Areas occupied below 18.2 feet NGVD,  
65 including only garages, storage areas, a gym, laundry room and one  
66 bathroom shall not be considered habitable areas. If any other use  
67 occurs in the area below 18.2 feet NGVD it is considered expendable  
68 from a flood or wave action damage standpoint, and those areas shall  
69 be considered habitable; therefore, the building height shall be  
70 measured from the lowest floor level below 18.2 feet NGVD.

71 \* \* \*

72 **Section 3.** That if any section, clause, sentence or phrase of this Ordinance is  
73 for any reason held invalid or unconstitutional by a court of competent jurisdiction, the  
74 holding shall not affect the validity of the remaining portions of this Ordinance.

75 **Section 4.** That all ordinances or parts of ordinances in conflict with the  
76 provisions of this Ordinance are repealed to such extent of the conflict.

**Section 5.** That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Golden Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6.** That this Ordinance shall take full effect immediately upon its passage and 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 Jaime Mendal	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** on first reading this 27<sup>th</sup> day of September, 2018.

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 Jaime Mendal	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018

.

107 ATTEST:

108

109

110

111

112 \_\_\_\_\_  
LISSETTE PEREZ

113 TOWN CLERK

114

115 APPROVED AS TO FORM

116 AND LEGAL SUFFICIENCY:

117

118

119

120 \_\_\_\_\_  
STEPHEN J. HELFMAN

121 TOWN ATTORNEY

122

123

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** October 30, 2018

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

**From:** Lissette Perez,   
Town Clerk

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

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Item Numbers:

3-5

### **Recommendation:**

It is recommended that the Town Council adopt the following attached minutes:

- August 21<sup>st</sup>, 2018 Regular Town Council Meeting
- September 12<sup>th</sup>, 2018 First Budget Hearing
- September 27, 2018 Final Budget Hearing & Special Town Council Meeting



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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### Official Minutes for the August 21, 2018 Regular Town Council Meeting called for 7:00 p.m.

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#### A. MEETING CALLED TO ORDER

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

#### B. ROLL CALL

**Councilmember's Present:** Mayor Glenn Singer, Vice Mayor Jaime Mendal, Councilmember Judy Lusskin, Councilmember Amy Isackson-Rojas, *Councilmember Kenneth Bernstein (arrived during the Mayor's Report)*

**Councilmember's Not Present:** Vice Mayor Jaime Mendal

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Kathy Mehaffey (*in for Steve Helfman*), Police Chief Rudy Herbello, Finance Director Maria D. Camacho, Resident Services Director Michael Glidden

#### C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

#### D. PRESENTATIONS / TOWN PROCLAMATIONS

- NORTH MIAMI BEACH WATER DEPARTMENT PRESENTATION
- RECOGNITION OF POLICE OFFICER OF THE QUARTER – OFFICER DAVID GUZMAN
- RECOGNITION OF EMPLOYEE OF THE QUARTER – CHIEF RUDY HERBELLO
- TOWN FLAG – pulled for a later date

#### E. MOTION TO SET THE AGENDA

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

**Town Manager** stated that there are two substitute items for Resolutions 2563.18 and 2566.18.

**Town Manager** also requested to add, under the Mayor's report, an appointment of a member to the Building Regulatory Advisory Board.

#### F. GOOD AND WELFARE

**Daniel Block, Member of the Golden Beach Youth Leadership Group**

Gave an update on the community garden the group started and brought samples of the vegetables the group harvested.

**Mayor Singer** congratulated the group on a job well done.

**G. MAYOR'S REPORT**

- CIVIC CENTER/TOWN HALL MAST PLAN – NO REPORT. There will be a presentation at the October meeting

Welcomed all residents back from the Summer break. Reminded residents that school has started and for residents to drive carefully and be mindful of the children out and about. Over the Summer a few times the water that was tested in Golden Beach has tested positive to bacteria and the Town has had to close the beaches. Major concern. Wrote letters to the Governor and to several other officials. Received responses from the Florida Health Department and the State of Florida and they are looking into the situation. It is out of the Town's control. It is a state of Florida issue, not a Golden Beach issue. Knows that people get upset when the beach is closed, but it is for the safety of everyone. In speaking with officials, it may occur again, but do not think that it is going unattended and we are monitoring the situation.

- CIP PROJECTS UPDATE – TOWN MANAGER'S MEMO (ATTACHED)

At the beginning of the Summer the Town's goal was to implement the CIP projects in a timely manner and within the budgeted amounts. Happy to announce that all of the projects are coming in within budget. Some are taking longer than was expected, but that has to do with change orders and weather issues.

\*\*\* At this time, **Mayor Singer** gave a breakdown of the projects including completion status and budgets. \*\*\*

**Town Manager** added that none of the change orders were approved were driven by the contractor, they were all changes that the he asked for to enhance the quality of work that was being done. Also stated that the original bid for the pavilion restoration work did not include replacement of the four columns. The four columns have deteriorated considerably and the Town's independent engineer advised that this is the time to do it. The engineer put the Town on notice that he felt the structure was unsafe as well. Requesting the Council take a straw vote to authorize the increase of the beach pavilion budget by \$30,000 to complete this work. Those monies will be coming from the Parks & Recreation Budget.

**Mayor Singer** made a motion to approve the additional work and funds, **Councilmember Lusskin** seconded. Consensus vote 4 Ayes, 0 Nays.

**Town Manager** requested that in addition to that motion, the Council accept Change Order #1 for \$38,335 as the repair work for that structure is over his spending authority.

**Mayor Singer** made a motion to accept Change Order #1, **Councilmember Lusskin** seconded. Consensus vote 4 Ayes, 0 Nays.

**Mayor Singer** also spoke on the Building Regulatory Advisory Board. Making a recommendation to add another alternate to the Board, resident Judy Mimoun. Thinks that she would be a tremendous asset to the board.

**Mayor Singer** made the motion to add resident Judy Mimoun as another alternate to the Building Regulatory Advisory Board, **Councilmember Lusskin** seconded.

Consensus vote 4 Ayes, 0 Nays.

## **H. COUNCIL COMMENTS**

### **Councilmember Bernstein**

His biggest concern has been the bacteria in the Ocean. Another issue that is being raised to him is the lighting in Town and the brightness of the lights. Asked residents to be patient as the Town finishes implementing this project and fixing all of the kinks. Very happy with how the beach pavilion renovations turned out. Area looks great – almost like a private club.

### **Councilmember Lusskin**

Receiving a lot of positive feedback from residents on the Town's increased communications efforts. Also wanted to give thanks to the Town Manager and Public Works for maintaining the Town clean. Thanked the Public Works department for the hard work performed trimming the coconut palms, especially Brian Phillips. Inquired on whether vines could be installed where the chain link fence is on A1A in front of the basketball courts. Food trucks were very well received and the program is working very well. The entrance to Town is really beautiful, but the fountains look a little sterile and maybe decorative landscaping can be added. Reminded residents that September 16<sup>th</sup> is the Town's 5K Run, looking forward to it. Congratulated Judy and Barry Nelson for opening up their new facility for the Victory School. Stated that Dr. Gaylis called her asking her if the following concerns could be addressed: beach clean-up, security on the beach, signs on the beach, the Town's obligation to inform residents if a beach advisory is issued, and the mosquito spraying on A1A.

### **Councilmember Rojas**

Also brought up the chain link fences not only on A1A but also around the perimeter of the properties in Town and how they just don't look nice with all of the improvements that have been made throughout Town. Stated that she called the organization concerning the beach closure to inquire of the contamination was also in the Intracoastal and the company told her that it was just in the beach and that the Intracoastal waterways were not contaminated.

## **I. TOWN MANAGER REPORT**

- UPDATE ON THE CANAL MAINTENANCE PROJECT
- ADDRESSING CONCERNS AND UPDATE ON STREET LIGHTING PROJECT (STANTEC TO BE PRESENT)
- REPORT ON SOUTH GATE PILOT PROJECT
- SUMMER ACTIVITIES UPDATE

First took a moment to introduce stepdaughter, Robdani Gollo to the council and residents, who was in the audience that evening.

Gave an update on the Town's street lighting project. When the Town starting installing all of the lights the phone calls started flooding in. Residents were complaining that the lights were blinding and flooding into their homes when the installation began. However, all of the lights do not shine bright on the back end. After the Town has taken final delivery of the lights, adjustments can be made with FPL. We have designated a new design pattern for the community. Lights can be moved slightly over, but they will not be moved completely because that would change the design pattern and the Town cannot do that because it would be an exposure and liability issue. The Town cannot change the intensity of the lights and we cannot change the color. Yes, they are white and bright, but once the full system is in residents will become accustomed to the new white glow and it won't be as impactful.

**Sean Compel, Stantec Engineering** spoke in more detail about the design of the light fixtures and the white light. 54 lights up and working, still need an additional 78 to install.

**Town Manager** assured the council that this project would be delivered before November.

**Town Manager** went over the major issues that took place during the summer months in Town.

1. Major amounts of seaweed have washed ashore this year. More seaweed has come ashore in the last ten months than in the last ten years. We do not clean up our own seaweed, Miami-Dade County does that for us. Not what's causing our water to be infected with bacteria.
2. Bacteria in the water is the second issue. We do not close our beach, the State dictates when the beach is closed. We are the only city that has its waters tested weekly by the Department of Health. There are some times when our water levels are moderately high in bacteria, that although the State has not closed the beach we recommend residents not get into the water. When the beaches are closed we communicate with our residents right away. We will start putting our water testing level results on the Town's website.
3. Mosquito control – the Town is using an organic based compound that treats mosquitoes.
4. The Article that was released this summer referring to Golden Beach as version 2.0 – we do not single out a single homeowner or lot. We try to apply the Town's codes consistently. It is unfortunate that some of our homeowners are not responsible and do not take care of their properties. We do not want to have renegade homeowners that do not follow the code of the Town.
5. Stake both the high water line and the property lines on the beach. Will post new signs at the property line, that lets our visiting community know where the homeowners property ends and where the state's property begins. Nothing has changed in Golden Beach as it relates to our enforcement and privacy on the beach.
6. Had two fires in Town. Both occurring because of electrical panels or electrical fixtures that were not being maintained. If you want the Town to go out and look

at your exterior lighting and fixtures, we will do so at no cost to you to prevent situations like this from occurring again.

Had a very busy summer and hope that you all have enjoyed your summer.

**J. TOWN ATTORNEY REPORT**

None

**K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

None

**M. QUASI JUDICIAL RESOLUTIONS**

None

**N. CONSENT AGENDA**

1. Official Minutes of the April 17<sup>th</sup>, 2018 Special Town Council Meeting
2. Official Minutes of the April 17<sup>th</sup>, 2018 Executive Session
3. Official Minutes of the April 17<sup>th</sup>, 2018 Regular Town Council Meeting
4. Official Minutes of the May 15<sup>th</sup>, 2018 Local Planning Agency Hearing
5. Official Minutes of the May 15<sup>th</sup>, 2018 Regular Town Council Meeting
6. A Resolution of the Town Council Authorizing a Joint Project Agreement with FDOT for Turf and Landscape Maintenance.

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

**Exhibit:**     Agenda Report No. 6  
                    Resolution No. 2557.18

**Sponsor:**   Town Administration

**Recommendation:** Motion to Approve Resolution No. 2557.18

7. A Resolution of the Town Council Authorizing the Donation of \$800 to the Cadena Foundation.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$800.00 TO THE CADENA FOUNDATION ON BEHALF OF THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2558.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2558.18

Consensus vote 4 Ayes, 0 Nays. Items N1-N7 passed.

#### **O. TOWN RESOLUTIONS**

8. A Resolution of the Town Council Ratifying the Maximum Proposed Millage Rate for F/Y 2018-2019.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2018-2019 THAT WAS TRANSMITTED TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2559.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2559.18

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

On roll call, the following vote ensued:  
Mayor Glenn Singer

Aye

Vice Mayor Jaime Mendal	<u>Absent</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Mayor Singer** spoke on the item briefly, reiterating the millage rate.

**Town Manager** added that part of the millage process is enhancing services to residents and enhancing the Town's quality of communication. Next year's budget has a lot of emphasis on services directed to our residents. Asked Resident Services Director Michael Glidden to give a little more detail on what this entails.

**Resident Services Director Michael Glidden** also spoke on the Town's efforts to enhance communication efforts with residents via the work being done by his department. Has been tasked with putting together a resident guidebook, which his department has been working on for the past several months. Gotten to the point where they have begun beta testing it with a select group of residents. It will be a guidebook for residents both new and old and it will have all types of information pertaining to Town services. Will also be introducing some new social programming, some teen events, and hope to address all resident concerns and demographics.

**Town Manager** stated that the primary focus of next year's budget is working with our residents as we celebrate the Town's 90<sup>th</sup> Anniversary.

**Mayor Singer** stated that this is the fifth year that the Town has kept the millage rate at 8.4 mills. Congratulated the Town Manager and the staff for doing a great job on the budget and increasing services to residents without increasing taxes.

Town Manager reminded residents that there will be two budget hearing in September. The first budget hearing scheduled for Wednesday, September 12 at 7 p.m. The second budget hearing, which will also be the business meeting for the month of September, will be held on Thursday, September 27 at 7 p.m.

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

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

**Exhibit:** Agenda Report No. 9  
Resolution No. 2560.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2560.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Absent</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** stated that this summer Destiny Abujarour and the Town Clerk really worked on looking at offerings that other cities in our area are providing to their employees. We then shopped within the League of Cities program to make sure that the best offering through them was also being looked at. We are offering two plans this year, a Plan 3 and a Plan 1. Plan 1 is a buy-up plan, which means that if employees want to enroll in Plan 1 they have to pay the different in cost between Plan 3 and Plan 1, 100% out of pocket. We are going to do the same thing that we did this year. We are going to execute a contract for Plan 3, however we are going to self-fund the coverage of Plan 2. We think this is in the best interest of the Town. In addition, this year Plan 3 had a 2.8% decrease in cost.

**10.** A Resolution of the Town Council Renewing the Agreements for Dental and Vision Insurance for the Employees of the Town.

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

**Exhibit:** Agenda Report No. 10  
Resolution No. 2561.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2561.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
--------------------	------------

Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Absent</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** stated that there are no increases and the Town is staying with the same plan.

11. A Resolution of the Town Council Accepting the Benefit Proposal for Insurance Submitted by Mutual of Omaha Insurance.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE BENEFIT PROPOSAL FOR SHORT TERM/LONG TERM DISABILITY INSURANCE, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SUBMITTED BY MUTUAL OF OMAHA INSURANCE; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 11  
Resolution No. 2562.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2562.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Absent</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** stated that the Town is staying with the same plan – there was a decrease in the coverage for this plan year.

12. A Resolution of the Town Council Authorizing the Use of LETF Monies For the Purchase of Taser Stun Guns.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (“LETF”) MONIES TO PROVIDE

FOR ACQUISITION AND TRAINING OF TASER STUN GUNS  
PER COLLECTIVE BARGAINING AGREEMENT; PROVIDING  
FOR IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 12  
Resolution No. 2563.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2563.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Absent</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Attorney Kathy Mehaffey** read into the record a revision on page 2, section 2 of the item stating that the section will now read, “the expenditure of authorized LETF funds. That the use of LETF funds for the purchase of Tasers for all law enforcement officers is hereby authorized and approved.”

**Town Manager** stated that the item gives the Town authorization to purchase 25 Tasers, but only those officers that qualify will be issued one.

**Councilmember Lusskin** asked if the officers need to be tased in order to carry a Taser.

**Town Manager** said no. Stated that they still needed to qualify to be able to carry the Taser.

- 13.** A Resolution of the Town Council Authorizing the Purchase of Five Chevrolet Tahoe Police Patrol Fleet Vehicles.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE  
AND EQUIPPING OF FIVE CHEVROLET TAHOE POLICE  
PATROL VEHICLES AND THE USE OF GENERAL FUNDS TO  
PURCHASE AND EQUIP THE VEHICLES; PROVIDING FOR  
IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 13  
Resolution No. 2564.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2564.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** stated that these vehicles will be funded out of next year's budget. The Administration is asking for permission to preorder them. We will pay for them when they arrive in next year's budget, just don't want the rates to go up.

- 14.** A Resolution of the Town Council Authorizing the Purchase of Two Chevrolet Tahoe Administrative Police Vehicles.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF TWO CHEVROLET TAHOE'S ADMINISTRATIVE POLICE VEHICLES AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 14  
Resolution No. 2565.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2565.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Absent</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** stated that this item replaces two older vehicles in the Town's fleet.

- 15.** A Resolution of the Town Council Awarding a Milling and Resurfacing Contract to Bejar Construction, Inc.

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; PURSUANT TO SECTION 2-275, SUBSECTION 3 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 15  
Resolution No. 2566.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2566.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Absent</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Attorney Kathy Mehaffey** read one revision into the record to section 5 Authorization to fill in the dollar amount to an amount not to exceed \$53,426.00.

**Mayor Singer** stated that the item should read that it was subject to the approval of the Town Manager and the Mayor.

**Town Manager** spoke on the item stating that when the projects at The Strand were delivered none of those areas were remilled. Asking Council to waive competitive bidding and award the contract to Bejar Construction.

- 16.** A Resolution of the Town Council Authorizing the Sale of One Surplus Police Vehicle.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SALE OF ONE SURPLUS POLICE VEHICLE FROM THE TOWN'S

VEHICLE FLEET; PROVIDING FOR IMPLEMENTATION;  
PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 16  
Resolution No. 2567.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2567.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Absent</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** stated that as the Town takes delivery of new vehicles, it will surplus the older ones. The goal is to surplus all of the Town's explorers and keep the Tahoes.

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

Mayor Glenn Singer:

Possibility of Requirement of Certificate of Re-Occupancy at Sale of Property

Stated that the Town Manager and he were thinking of different ways to protect the values of the properties in Town and at the same time look at new revenue sources for Golden Beach. One thing that came to mind is that prior to a closing in a property/transfer of ownership, that the owner would be required to have an inspection done at his/her property. That would do two things – make sure that no work was done without any permits and the second is that with that the Town could charge a \$2,500 fee to the homeowner. It is a small amount for the homeowner and it will protect the Town from work being done without permits.

**Councilmember Lusskin** stated that she thinks it is a good idea. In addition to the added revenue, the resident moving will know that they are moving in to a home that is structurally sound.

**Councilmember Bernstein** stated that he personally is against it. Feels that the residents pay enough taxes and feels that this fee is something that the residents will not want. Thinks that this is excessive.

**Councilmember Rojas** stated that she agrees with Councilmember Bernstein. The buyer already is going to do a home inspection if they are a responsible buyer.

**Councilmember Bernstein** added that if the buyer is demolishing the home, this is an added unnecessary fee.

**Mayor Singer** stated that this is just a discussion and if the Council feels that it is a mute point then it won't be addressed again.

**Town Manager** stated that he would like the Town Attorney to go back and research what other communities have done to see if this is something that can be done.

**Attorney Mehaffey** stated that there is some basic baseline on that fee. That fee can only be used to cover your costs and it goes directly to the implementation of that program.

**Mayor Singer** stated that he would like to drop it for now and if the Manager feels it's important down the road it will be revisited.

Vice Mayor Jaime Mendal:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Amy Isackson-Rojas:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Town Manager Alexander Diaz:

BRAB request to modify code to allow for pitched roofs

Stated that the BRAB feels that the types of homes that are being built in Town are a result of the Town changing its ordinances a few years back. These modern square homes that are being seen throughout Town the code dictates that style because of the way that you can distribute the volume of the shell of the home. They are asking for some relief to be allowed when it comes to pitched roofs. One of the simple things we can do is to say that no building structure can be higher than 30 feet, but if you wanted to have a pitched roof you can have 10 additional feet above that roof. They want to create incentives so that the designs we see no longer mimic the square box feel of the designs that are being done in Town. That's just one example. Administration is asking that the Town Attorney, in consultation with the Town's Planner and the Building Official look at creative ways to incentivize design.

**Mayor Singer** stated that he 100% supports it.

Town Manager stated that it's not just the BRAB, other residents have complained about the same thing.

#### **Q. ADJOURNMENT:**

---

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 9:28 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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### Official Minutes for the September 12, 2018 First Budget Hearing called for 7:00 P.M.

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#### A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:10 p.m.

#### B. ROLL CALL

**Councilmember's Present:** Mayor Glenn Singer, Vice Mayor Jaime Mendal, Councilmember Judy Lusskin, Councilmember Amy Isackson-Rojas, *Councilmember Kenneth Bernstein (arrived during the Budget Presentation)*

**Staff Present:** Town Manager Alexander Diaz, Building Director Linda Epperson, Town Attorney Steve Helfman, Police Chief Rudy Herbello, Finance Director Maria D. Camacho, Resident Services Director Michael Glidden, Public Works Director Kirk McKoy, Facilities & General Maintenance Director Ken Jones, Lt. Yovany Diaz, Executive Assistant to the Town Clerk Sallam Abu Jarour

#### C. PLEDGE ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

#### D. PRESENTATIONS / TOWN PROCLAMATIONS

None

#### E. MOTION TO SET THE AGENDA

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

**Attorney Helfman** asked for permission to request an executive session pertaining to the Barbara Shaheen matter. Consensus vote 4 Ayes 0 Nays

#### F. TOWN RESOLUTIONS

**Attorney Helfman** stated that they would read both items into the record. They will then have a hearing on both items, but come back and vote on them separately.

**1. A Resolution of the Town Council Adopting the Proposed Millage Rate for the Fiscal Year Commencing October 1, 2018 through September 30, 2019.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO ADOPT THE MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2568.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2568.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** spoke on the resolution stating the millage rate, voted debt service rate and the rolled back rate.

**2. A Resolution of the Town Council Adopting the Tentative Budgets for the Fiscal Year Commencing October 1, 2018 through September 30, 2019.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE TENTATIVE BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2569.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2569.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Mayor Singer** stated that they would discuss Item #F2 first and then discuss Item #F1.

**Town Manager** gave a presentation of the proposed budget explaining the various aspects of the budget including the millage rate, the general fund, the stormwater fund, revenues and expenditures, the department budgets and the capital budgets. He also reminded residents that the proposed budget was available on the website and his presentation documents would also be available on the website following the meeting.

**Resident David Geduld, 126 Golden Beach Drive**, asked how many officers the Town has.

**Town Manager** stated that the Town has 25 police officers: 18 full time officers, of those three are detached officers. There are also part-time officers.

**Town Manager** stated that in addition to the three cameras that are already out there, the town is adding four more. The town is adding a flare system that will allow the Town to see body temperature to detect movement at the beach. Will not be able to see a face at night, but will be able to detect masses on them.

**Councilmember Bernstein** asked about the cameras and whether there is a way to see a face at night.

**Town Manager** stated that seeing a clear face at night is difficult because of lighting and the restrictions the Town has because of the sea turtles. In Golden Beach, it is almost impossible to say that we can see their face at night, but during the day, it can definitely be done.

**Town Manager** stated that although the Town does not have facial recognition, we do have license plate readers. We know every car that comes in and every car that comes out of Town.

**Vice Mayor Mendal** asked for the Manager to expand on the process for buying police vehicles.

**Town Manager** spoke on the process of replacing the Town's fleet and why LETF dollars cannot be used to replace a current fleet. LETF dollars can only be used to purchase a new fleet.

**Councilmember Lusskin** asked if the beach cleanups that the Town performs are cleaning in the beach areas behind the residents homes.

**Town Manager** stated that the cleanings performed by the Town on Mondays, Wednesdays and Fridays do go closer to the residents homes, but the employees do not go into the residents backyards they only go up to the bulkhead at times. We do not pickup seaweed, that is something that the county is in charge of.

**Councilmember Lusskin** mentioned that one of the biggest complaints of the beach residents is keeping the beach clean and this year it was really difficult because of the seaweed.

**Town Manager** stated this year it was difficult because of the volume of seaweed that came ashore and the county's inability to stay up with the volume. This was a phenomenon that we hadn't seen in South Florida in several years. There was also a change in personnel at the County. In addition, the private provider that services residents went through an ownership change and the level of service they provide is not on par with what we have seen before. This is not a relationship that the Town has with them. The Town cannot provide resources to maintain private property.

**Councilmember Lusskin** asked if the Town could go up to the high water mark for purposes of clean up.

**Town Manager** stated that the Town will pick up debris even if it washes on to your property in the same manner that the Town does on Golden Beach Drive.

**Town Manager** stated that they will look into it to see if there are other companies, like the one that services the Town, that have obtained the permits to do the clean-up work on the beach so that the residents have other options.

**Councilmember Lusskin** asked if the County did the seaweed clean up in Town when the occurrence of heavy seaweed happened over the last few months.

**Town Manager** stated that the County for the first time removed the seaweed from the waters because the volume was too great. Not only in Golden Beach, but across the East Coast.

**Councilmember Lusskin** took a moment to speak on the Golden Beach Youth Leadership Group and all of the great things it has accomplished during the Manager's report on the Resident Services Department.

**Councilmember Bernstein** inquired about the DAG's and how those dollars can be used during the Manager's report on the Law Enforcement Fund.

**Town Manager** stated that those dollars can be used for one time purchases, new buildings and facilities, and new programs. But they cannot be used for existing items or programs or for repayments.

**Town Manager** hoping that this coming year the Town will take a break from big capital projects. Will still complete maintenance projects, but hoping to hold out on major projects for the coming year.

**Vice Mayor Mendal** stated that it seems like very little is allocated for the Town Hall Master Plan. Hoping to see a bigger commitment there and to see this project move forward.

**Town Manager** stated that first looking for direction from the Council on what they would like to see and then they will start moving forward with bidding and pricing.

**Mayor Singer** added that in October the Town Manager and him would be bringing some proposals before the Council as a starting point to go from there, for the Council to decide which direction they should move in.

**Town Attorney** announced that the second budget hearing is set for October 27<sup>th</sup> at 7:00 p.m.

**Mayor Singer** congratulated the Town Manager and his staff on a job well done.

**Town Manager** recognized the department directors for the great job they do.

### **3. A Resolution of the Town Council Reauthorizing the Town's Schedule of Building Permit and Processing Fees.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, REAUTHORIZING THE TOWN'S SCHEDULE OF BUILDING PERMIT AND PROCESSING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2570.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2570.18

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>

The motion passed.

**Town Manager** stated that the Town is ratifying the fee schedule for building permits. Changing the redevelopment fee, where the fee will have to be paid every 12 months after the initial 24-36 months.

**Resident Hilary Kates, 437 Golden Beach Drive** spoke on a home that was being built behind her house that has caused very uncomfortable living conditions for her and there is no one there building on that lot. It is just sitting there.

**Councilmember Luskin** commented on the building department and that a lot of people blame the building department on things, but in her situation it was the contractor not the building department that was causing problems with her project being able to move forward.

**Town Manager** stated that the last thing the Administration wants is an unhappy resident/customer. We strive to always do a great job.

#### **G. ADJOURNMENT:**

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:53 p.m.

Respectfully submitted,

*Lisette Perez*

Lisette Perez  
Town Clerk



## **TOWN OF GOLDEN BEACH**

One Golden Beach Drive  
Golden Beach, FL 33160

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**Official Minutes for the September 27, 2018  
Final Budget Hearing & Special Town Council Meeting called for 7:00 P.M.**

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[ITEM PULLED]



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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### MEMORANDUM

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**Date:** October 30, 2018

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

6

**Subject:** Resolution No. 2578.18 - Approving a Mutual Aid Agreement  
with the Indian Creek Police Department

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#### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2578.18 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 Indian Creek 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. 2578.18**

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

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

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

**NOW THEREFORE, BE IT RESOLVED BY THE 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 Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 30<sup>th</sup> day of October, 2018.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

**MUTUAL AID AGREEMENT**  
Between the Town of Golden Beach Police Department  
and the Village of Indian Creek Police Department

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

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

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

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

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

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

**3. Definitions:**

- a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.
- b) Agency or participating law enforcement agency: Either the Town of Golden Beach Police Department or the Village of Indian Creek Police Department.
- c) Agency head: Either the Chief of the Golden Beach Police Department, or the Chief's designees; and the Chief of Police of the Indian Creek Police Department, or the Chief's designees.
- d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

**4. Operations:**

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

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

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

**5. Powers, Privileges, Immunities, and Costs:**

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

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

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

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

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

**6. Indemnification:**

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

**7. Forfeitures:**

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

**8. Conflicts:**

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

**9. Effective Date and Duration:**

This Agreement shall be in effect from date of signing, through and including January 1, 2024. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

**10. Cancellation:**

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

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Manager,  
Village of Indian Creek, Florida

ATTEST:

\_\_\_\_\_  
Town Mayor,  
Town of Golden Beach, Florida

ATTEST:

\_\_\_\_\_  
City Clerk,  
Village of Indian Creek, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Town Clerk,  
Town of Golden Beach, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
City Attorney,  
Village of Indian Creek, Florida

\_\_\_\_\_  
Town Attorney,  
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE  
GOLDEN BEACH POLICE DEPARTMENT  
AND THE CHIEF OF THE VILLAGE OF INDIAN CREEK POLICE  
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

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

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

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Clarke P. Maher, Police Chief at  
Indian Creek Police Department

\_\_\_\_\_  
Rudy Herbello, Police Chief at  
Golden Beach Police Department

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Town Clerk



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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### MEMORANDUM

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**Date:** October 30, 2018

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

7

**Subject: Resolution No. 2579.18 – Authorizing Budget Amendment #3  
to Fiscal Year 2017/2018 Operating Budget**

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**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2579.18 as presented.

**Background:**

This third budget amendment for the 2017-2018 fiscal year makes the necessary changes to the Department budgets to adequately reflect expenses as approved throughout the year.

At the end of each fiscal year we “true-up” our budget in-order to close the fiscal year. In the attached Budget Amendment, you will find the changes we are recommending.

**Fiscal Impact:**

Neutral impact; this Item reallocates previously budgeted items.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2579.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #3 TO THE 2017-2018 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida (the "Town") adopted an Operating Budget for the 2017-2018 Fiscal Year; and

**WHEREAS**, the Town Manager has recommended certain amendments as described in the October 30, 2018 Memorandum attached to this Resolution as Exhibit "A"; and

**WHEREAS**, the amendments pertain to the Capital Project Fund and the creation of new projects; and

**WHEREAS**, the Town Council finds that the proposed amendments are 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. Amendment.** The 2017-2018 Fiscal Year Operating Budget is hereby amended as reflected on Exhibit "A" to this Resolution and the funds are appropriated for the purposes therein.

**Section 3. Implementation.** That the Mayor is authorized to take any and all

action, which is necessary to implement this Resolution.

**Section 4.** **Effective Date.** 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 Jaime Mendal	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 30<sup>th</sup> day of October, 2018.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



Authorization of Budget Transfer  
Fiscal Year 2017 - 2018

REQUEST DATE

30-Oct-18

Account No.	Description	Council Approved Budget	Transfer	Amended Budget
<b>All Departments</b>			<b>OUT</b>	
001-512	Executive Department	\$ 498,626.00	\$ (20,000.00)	\$ 478,626.00
001-539	Public Works Department	\$ 1,170,905.00	\$ (30,000.00)	\$ 1,140,905.00
001-572	Recreation Department	\$ 792,578.00	\$ (15,000.00)	\$ 777,578.00
001-519	General Government	\$ 1,989,920.00	\$ (208,000.00)	\$ 1,781,920.00
			\$ (273,000.00)	
			<b>IN</b>	
001-511	Legislative Department	\$ 132,378.00	\$ 43,000.00	\$ 175,378.00
001-512	Town Clerk Department	\$ 202,790.00	\$ 6,200.00	\$ 208,990.00
001-513	Finance	\$ 298,408.00	\$ 21,000.00	\$ 319,408.00
001-514	Legal Department	\$ 249,500.00	\$ 32,000.00	\$ 281,500.00
001-521	Police Department	\$ 3,009,922.00	\$ 70,000.00	\$ 3,079,922.00
001-524	Building Department	\$ 572,625.00	\$ 25,100.00	\$ 597,725.00
001-541	Roads and Streets	\$ 650,472.00	\$ 70,000.00	\$ 720,472.00
001-574	Resident Services Department	\$ 242,834.00	\$ 6,000.00	\$ 248,834.00
			\$ 273,300.00	

RESO# 2579.18 To adjust/amend year end budget by department.

Request by:

Finance Director:

Approved by Town Manager:



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** October 22, 2018

**To:** Alexander Diaz,  
Town Manager

**From:** Maria D. Camacho,   
Finance Director

**Subject:** Budget Transfer for Fiscal Year 2017-2018

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At fiscal yearend we analyze the departments and recommend transfers to departments that have exceeded budgeted amounts. The departments seeking approval for budget amendments are listed as follows:

- Legislative Department
- Town Clerk Department
- Finance Department
- Legal Department
- Police Department
- Building Department
- Roads and Streets Department
- Resident Services Department

It is recommended that we transfer from the departments that have not exceeded their budgeted amount in this fiscal year. These departments are listed in the attached Budget Transfer document. In order to transfer amounts from other departments the Council must approve the budget amendment.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 30, 2018

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

**From:** Alexander Diaz,   
Town Manager

**Subject:** Resolution No. 2580.18- Recognizing City Government Week  
October 22- 28, 2018

Item Number:

8

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2580.18 as presented.

### **Background:**

City Government Week provides a unique opportunity for city government officials and employees share to their understanding of public services and benefits. This week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people.

We will have an informational table at the Town's Halloween Party to educate the Town's Residents of all of our services.

### **Fiscal Impact:**

None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2580.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RECOGNIZING CITY GOVERNMENT WEEK OCTOBER 22-28, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.**

**WHEREAS**, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

**WHEREAS**, city government is administered for/by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**WHEREAS**, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

**WHEREAS**, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

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

**Section 1.** That the Town of Golden Beach does encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

**Section 2.** That the Town of Golden Beach does encourage educational partnerships between city government and schools.

**Section 3.** That the Town of Golden Beach does support and encourage all city governments to actively promote and sponsor "Florida City Government Week."

**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 Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 30<sup>th</sup> day of October, 2018.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 30, 2018

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

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2581.18- Authorizing Craig A. Smith &  
Associates to Perform the Work for the Center Island Pump  
Station

Item Number:

9

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2581.18 as presented.

### **Background:**

Currently Center Island is served by two gravity drainage systems with positive drainage to the Intra Coastal Waterway (ICWW). Center Island has two outfalls with backflow prevention devices to keep high tide water from directly entering the drainage system and flooding the streets and yards. However, Center Island is low in elevation and has limited positive head to gravity outfall during a high tide condition.

Tidal seepage (during periods of high tide) from the ICWW occurs and seeps through the ground which ultimately makes its way to the drainage system via overland flow. This occurrence cannot be deterred with the existing backflow prevention devices as the seepage bypasses the devices. To make matters worse during these high tide conditions, heavy rainfall can prolong street flooding until the tide recedes and the drainage system can outflow by gravity into the ICWW.

### **Recommendation:**

We are recommending the installation of a duplex stormwater pumping station that would be sized to reasonably handle a storm event when adverse tide conditions are prevalent. It is the intent of the proposed improvements to keep the existing gravity discharges to the ICWW as the primary outfalls for this island and to operate the station when tide conditions prevent gravity discharge during

a storm event. Basically, the pump station will come on when gravity discharge is not possible.

The existing gravity system would be connected to the station system containing a water quality treatment structure, a weir box, storm pipes, and pumping station with vault and force main. A stormwater pump station with a discharge capacity of 4,032 GPM (9 cfs) is recommended. The station would be a smaller version (in capacity) of the stations serving South & North Park. The addition of the pump station was analyzed and the results showed lowered peak flood stages and lowered flood durations. Flood durations are lowered because the pumps are not impeded by the tidal water to discharge stormwater.

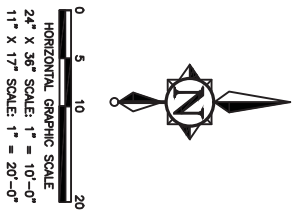
The location of the pump station would be in the Town's Right-of-Way on the north side of the street end at the Strand Boat Dock Area. The station and all equipment would be enclosed and screed off (See Attached Diagram).

**Fiscal Impact:**

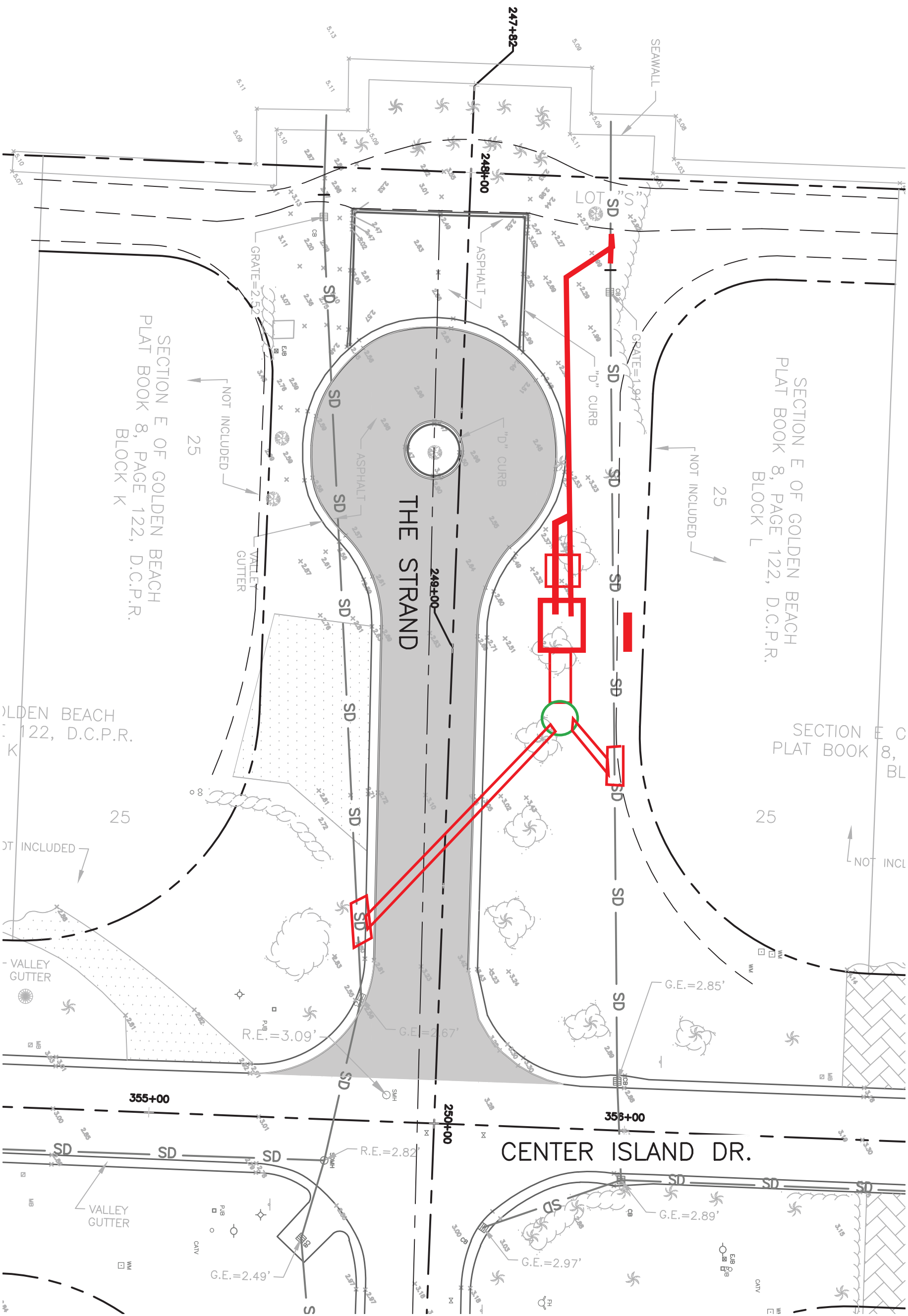
We anticipate that this project will cost between \$865,000 to \$916,000. We intend to secure funding from the State through a loan.

**TOWN OF GOLDEN BEACH STORMWATER IMPROVEMENTS  
CONCEPTUAL COST ESTIMATE FOR CENTER ISLAND 9 CFS PUMP STATION - ROADSIDE GREEN AREA  
INSTALLATION**

<b>ITEM No.</b>	<b>DESCRIPTION</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
1	Mobilization	5.0%	1	LS	\$ 27,927.40	\$ 27,927.40
2	Maintenance of Traffic	2.0%	1	LS	\$ 11,170.96	\$ 11,170.96
3	Survey Stakeout and As-Builts	1.0%	1	LS	\$ 5,585.48	\$ 5,585.48
4	Density Testing	2.0%	1	LS	\$ 11,170.96	\$ 11,170.96
5	Clearing and Stripping	1.0%	1	LS	\$ 5,585.48	\$ 5,585.48
6	Environmental Compliance	2.0%	1	LS	\$ 11,170.96	\$ 11,170.96
	<b>Structures (Include Full Restoration)</b>					
7	10' x 5' Weir Box			EA	\$ 8,500.00	\$ -
8	5' x 3' MH w/USF 580		2	EA	\$ 5,500.00	\$ 11,000.00
9	8' Diameter CDS Water Quality Structure		1	EA	\$ 58,500.00	\$ 58,500.00
10	Duplex Stormwater Pumping Station (10' x 10' x 10') & Vault with all piping & Electrical Components		1	EA	\$362,880	\$ 362,880.00
11	Generator		1	EA	\$50,000	\$ 50,000.00
	<b>Pipe (Include Full Restoration)</b>					
12	18" PVC Pipe			LF	\$ 54.00	\$ -
13	24" A2000 PVC		65	LF	\$ 72.00	\$ 4,680.00
14	36" A2000 PVC			LF	\$ 90.00	\$ -
15	48" RCP Pipe		8	LF	\$ 175.00	\$ 1,400.00
16	10" DIP Force Main		80	LF	\$ 60.00	\$ 4,800.00
17	30" DIP Force Main			LF	\$ 175.00	\$ -
	<b>Miscellaneous (Include Full Restoration)</b>					
18	Core Exist. Sea Wall & Connect FM			LS	\$ 15,000.00	\$ -
19	3-Phase Power/FPL		1	LS	\$ 36,288.00	\$ 36,288.00
20	Augered Piles (For Proposed Drainage Structures, Drainage Pipes & Force Main)		18	EA	\$ 1,500.00	\$ 27,000.00
21	Manatee Grate for FM			EA	\$ 5,000.00	\$ -
22	Remove Existing Pipe Sections and connect existing pipes to new structures (2)		1	LS	\$ 2,000.00	\$ 2,000.00
23	Core Exist. Structure and Connect Pipe			LS	\$ 500.00	\$ -
					<b>SUBTOTAL</b>	\$ 631,159.24
				10%	<b>CONTINGENCY</b>	\$ 63,115.92
					<b>PROBABLE CONSTRUCTION COST TOTAL</b>	\$ 694,275.16
	<b>Professional Surveying/Engineering Services</b>					
	Surveying	1%				\$ 6,311.59
	Civil Engineering Design	8%				\$ 50,492.74
	Electrical Engineering Design	2%				\$ 12,623.18
	Geotechnical Engineering	2%				\$ 12,623.18
	Permitting (MDC-RER)	2%				\$ 12,623.18
	Quantities/Cost Est/Bid Docs & Bidding	2%				\$ 12,623.18
	Engineering Services During Construction	4%				\$ 25,246.37
	Construction Observation Services	6%				\$ 37,869.55
		27%				\$ 170,412.99
					<b>TOTAL PROJECT COST</b>	\$ 864,688.16



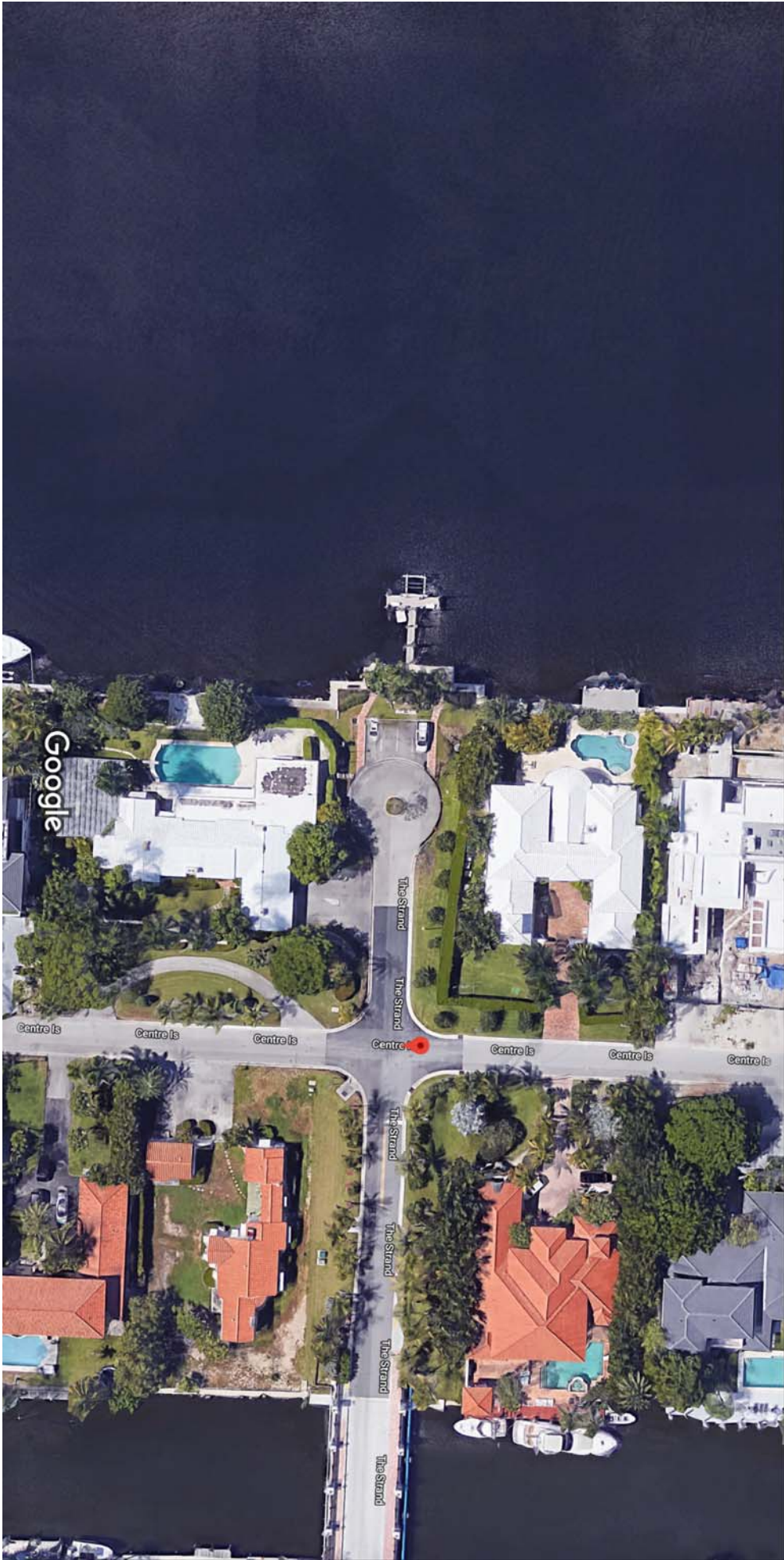
# INTRACOASTAL WATERWAY



TOWN OF GOLDEN BEACH

THE STRAND ROADWAY AND  
STORMWATER IMPROVEMENTS





Imagery ©2018 Google, Map data ©2018 Google 20 ft

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2581.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AND AUTHORIZING WORK BY CRAIG A. SMITH & ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATING TO STORMWATER IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, as part of a comprehensive Town-wide stormwater improvement plan, the Town wishes to construct a new pump station for Center Island; and

**WHEREAS**, the Town of Golden Beach (the "Town") is commencing a process of designing and constructing a new stormwater pump station facility for Center Island; and

**WHEREAS**, as part of the process, the Town wishes to direct the Town Engineer Craig A. Smith & Associates, Inc. to design and engineer the proposed pump station; and

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

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

**Section 2. Approval of Agreement.** The Town Council hereby authorizes the work within the October 12, 2018 Scope of Services and Fee Proposal by Craig Smith & Associates, Inc. in substantially the form attached hereto as Exhibit "A" (the "Proposal").

**Section 3. Implementation.** The Town Manager is hereby authorized to issue a directive to the Town Engineer for the work contained in the Proposal and to take all steps reasonably necessary to implement the work and 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 Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 30<sup>th</sup> day of October, 2018.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

**EXHIBIT “A”**

*(Attach Agreement between the Town and Craig A. Smith & Associates, Inc.)*

# **TOWN OF GOLDEN BEACH**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE**

**FOR**

**PROFESSIONAL ENGINEERING SERVICES**

**FOR**

**CENTER ISLAND PUMP STATION**

**DATED: October 12, 2018**

**CRAIG A. SMITH & ASSOCIATES**  
**Consulting Engineers • Planners • Surveyors**  
7777 Glades Road, Suite 410  
Boca Raton, FL33434  
(O) 561.314.4445  
(F) 561.314.4457

**CRAIG A. SMITH & ASSOCIATES**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE**

**FOR**

**CENTER ISLAND TIDAL PUMP STATION**

**PROJECT NAME:** TOWN OF GOLDEN BEACH

**PROPOSAL NO:** P3747

**PROJECT DESCRIPTION:** Providing professional engineering, design, permitting, surveying, utility location, and construction services for the design of a pumping station to provide limited flood relief during periods of high tide.

**OWNER:** Town of Golden Beach

**Attention:** Alexander Diaz, Town Manager

**Address:** 1 Golden Beach Drive  
Golden Beach, FL 33160

**Phone:** (305) 932-0744  
**FAX** (305) 933-3825

**GENERAL**

Craig A. Smith & Associates (CAS) proposes to accomplish the services as follows:

ITEM

NO.

**S86 SPECIFIC PURPOSE SURVEY/SUBSURFACE UTILITY MAP**

CAS Surveying will recover horizontal and vertical control relative to project datum as previously established. Surveying will then gather topographic information within the right of way of the Strand beginning approximately 50 feet west of Center Island Drive and running west to the end. One cross section will be taken on each side of the existing dock running west of the bulkhead out to the angle of repose. Utilities as surface marked by others will be located and shown on the Survey. A Map of Specific Purpose Survey will be prepared for the project adhering to Florida Statutes Chapter 472.027, Florida Administrative Code 5J-17 (Minimum Technical Standards for Surveying in the State of Florida)

**\$5,360.00**

**E74 &**

**E75 ONE CALL COORDINATION & EM / GPR LOCATING**

Coordinate with SSOCOF to ascertain approximate facility locations prior to vacuum excavation in accordance with FS 556. Perform project "White Lining" in accordance with FS 556. Maintain database of SSOCOF Tickets and responses. Perform EM / GPR locating to confirm information derived from review of as-builts and coordination with member operators, identify buried power, telecom, CATV, water, sewer and drainage facilities, identify potentially unknown/unclaimed facilities and supplement surface markings for collection by CAS Survey. Prepare sketch of identified facilities.

**Total for E74 & E75: \$1,550.00**

**E78 VACUUM EXCAVATION ("SOFT DIGS")**

Perform up to three (3) "soft digs" to identify the type, size, and material as well as depth to the top of potentially conflicting and / or newly identified or previously unknown facilities. Prepare Vacuum Excavation reports including location sketch with facility type, size, depth and composition. (Survey not included, see survey proposal for soft dig survey price). Additional soft digs above this amount will be charged at the rate of \$325.00 each, exclusive of survey. Provide coordination with CAS Survey and Engineering Departments to review subsurface utility information and review survey maps to ensure accurate depiction of located facilities.

**\$975.00**

**E53 PUMP STATION DESIGN AND ENGINEERING ANALYSIS**

Compile gathered information and provide stormwater pump station design utilizing the Hydraulic Institute Standards; force main sizing, wetwell & vault design, pump selection and component design. Hydrologic and Hydraulic analyses of the system. Coordinate with subconsultants (geotechnical and electrical) on the design of the station. Prepare construction plans with supporting electrical design plans. Provide plans sufficient to bid and construct the proposed pump station. Meetings with Town staff or requested presentation to Town Council will be billed hourly at the attached rates.

**\$38,550.00****E14 COST ESTIMATE**

Provide quantity take-off and an engineer's opinion of probable cost estimate for the proposed pump station. Coordinate with subconsultants on discipline specific quantities and costs.

**\$3,500.00****E61 PERMITTING**

Prepare and submit Miami-Dade County Regulatory Economic Resources Class II permit application with supporting documentation to secure the permit. This service will include up to one response to requests for additional information letters from the County. Permit fees are not included in this scope.

**\$3,500.00****E15 CONTRACT DOCUMENTS AND ASSISTANCE DURING BIDDING**

CAS will prepare contract documents and specifications and assist the OWNER in advertising for and obtaining bids to construct the system. CAS will run the pre-bid meeting as the OWNER's representative to discuss the project and answer questions from prospective bidders during the bid advertisement period. CAS will perform bid reviews, tabulate bids, perform reference checks, and assist the Owner in the evaluation of bids and submit bid award recommendation package to the OWNER.

**\$9,500.00****E56 ENGINEERING SERVICES DURING CONSTRUCTION**

CAS Engineer will conduct the pre-construction meeting and subsequent progress meetings, perform shop drawing reviews, respond to contractor's request for additional information, coordinate with CAS inspection staff and Town staff, perform site visits as appropriate, review as-builts, review pay applications and coordinate with the Town, conduct a final inspection with the appropriate agencies to determine if the work is acceptable, and provide construction certification to the appropriate agency. The fee for these services will be on a monthly basis billed at **\$ 7,280** per month and is based on 10 hours/week, for an estimated construction period of three (3) months.

**\$21,840.00**

**E57 CONSTRUCTION OBSERVATION SERVICES**

CAS will to continue act as the Owner's representative monitoring construction on a full time basis to ensure the project is being constructed substantially in accordance to the plans. As the Owner's representative, CAS will oversee required testing, review test results, provide weekly construction reports, and coordinate between engineers and contractor to resolve construction issues. The fee for these services will be on a monthly basis billed at \$ 19,420.00 per month and is based on 30 hours/week for an estimated construction period of three (3) months.

**\$43,680.00**

**E11 OPERATIONAL PHASE SERVICES**

During this task, CAS will attend and oversee the pump station start up, assist the OWNER in the closing of financial matters, review and submit a set of record prints showing as-built information (furnished to us by the Contractor) and provide certification to appropriate governmental agencies. CAS will visit the site with the OWNER and assist in resolving with the Contractor apparent defects or deficiencies.

**\$2,240.00**

**SUB1 GEOTECHNICAL ENGINEERING DESIGN AND CONSTRUCTION SERVICES**

Geotechnical engineering services in support of the pump station design will be provided by Terracon as a subconsultant to CAS. Terracon's proposal is attached.

**Geotechnical engineering : \$6,900.00**

**Post design services: \$1,200.00**

**Total Geotechnical Engineering Services: \$8,100.00**

**SUB2 ELECTRICAL ENGINEERING DESIGN AND CONSTRUCTION SERVICES**

Electrical engineering services in support of the pump station design will be provided by Bailey Engineering Consultants, Inc (BEC). as a subconsultant to CAS. BEC's proposal is attached.

**Electrical Engineering : \$12,000.00**

**Electrical Engineering Construction services: \$7,800.00**

**Total Electrical Engineering Services: \$19,800.00**

**SUMMARY OF COSTS**

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

SURVEYING	\$5,360.00
UNDERGROUND UTILITY LOCATION SERVICES	\$1,550.00
VACUUM EXCAVATION	\$975.00
PUMP STATION DESIGN AND ENGINEERING ANALYSIS	\$48,750.00
COST ESTIMATE	\$3,500.00
PERMITTING (Miami-Dade County)	\$3,500.00
CONTRACT DOCUMENTS & BIDDING SERVICES	\$9,500.00
ENGINEERING SERVICES DURING CONSTRUCTION	\$21,840.00
CONSTRUCTION OBSERVATION SERVICES	\$43,680.00
OPERATIONAL PHASE	\$2,240.00
SUBCONSULTANT - GEOTECHNICAL ENGINEERING	\$8,100.00
SUBCONSULTANT - ELECTRICAL ENGINEERING	\$19,800.00
<b>TOTAL</b>	<b>\$168,795.00</b>

**Additional Services**

Any service not specifically included in the final Agreement will be considered as an Additional Service. CAS will accomplish Additional Services upon proper written authorization of the CLIENT. The fees for Additional Services are at the attached hourly rates or at a mutually agreed upon Lump Sum Fee.

If this proposal is acceptable to you, please execute as indicated and return one executed copy to our office for our files.

Yours Sincerely,

**CRAIG A. SMITH & ASSOCIATES**



Stephen C. Smith, P.E.  
Senior Vice-President / COO

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**ACCEPTED BY:**

**TOWN OF GOLDEN BEACH**

**Corporation Name**

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**Signature**

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**Date**

---

**Name of Authorized Representative**

---

**Title of Authorized Representative**

October 12, 2018



Craig A. Smith & Associates, Inc.  
7777 Glades Road, Suite 410  
Boca Raton, FL 33434

Attn: Mr. Orlando A. Rubio, P.E.  
P: (561) 314 4445  
E: ORubio@craigasmith.com

Re: Proposal for Geotechnical Engineering Services  
Town of Golden Beach Center Island Pump Station  
West of Center Island Drive and The Strand  
Golden Beach, Florida  
Terracon Proposal No. PH8185073

Dear Mr. Rubio:

We appreciate the opportunity to submit this proposal to Craig A. Smith & Associates, Inc. (Craig A. Smith) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$6,200. Our fees for post design services during construction is estimated to be \$ 1,200. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

**Terracon Consultants, Inc.**

A handwritten signature in blue ink, appearing to read 'Rutu Nulkar', is written over a horizontal line.

Rutu Nulkar, P.E.  
Senior Engineer

Douglas S. Dunkelberger, P.E.  
Principal

Terracon Consultants, Inc. 16200 NW 59<sup>th</sup> Avenue, Suite 106, Miami Lakes, FL 33014  
P (305) 820 1997 F (305) 820 1998 [terracon.com](http://terracon.com)

Environmental



Facilities



Geotechnical



Materials

## AGREEMENT FOR SERVICES

This AGREEMENT is between Craig A. Smith & Associates ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Town of Golden Beach Center Island Pump Station project ("Project"), as described in Consultant's Proposal dated 10/12/2018 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

## PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: Terracon Consultants, Inc.  
 By: *Douglas S. Dunkelberger* Date: 10/12/2018  
 Name/Title: Douglas S. Dunkelberger, P.E. / Principal  
 Address: 16200 NW 59th Ave, Ste 106  
Miami Lakes, FL 33014-7541  
 Phone: (305) 820-1997 Fax: (305) 820-1998  
 Email: Doug.Dunkelberger@terracon.com

Client: Craig A. Smith & Associates  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: Orlando Rubio, P.E. /  
 Address: 7777 Glades Rd Ste 410  
Boca Raton, FL 33434-4193  
 Phone: (561) 314-4445 Fax: \_\_\_\_\_  
 Email: ORubio@craigasmith.com

## Proposal for Geotechnical Engineering Services

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida

October 12, 2018 ■ Terracon Proposal No. PH8185073



## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Craig A. Smith and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is located at West of Center Island Drive and The Strand in Golden Beach, Florida. (See Exhibit D)
<b>Existing Improvements</b>	Paved Roadway
<b>Current Ground Cover</b>	Asphalt paved roadway
<b>Existing Topography</b> (from images from Google Earth)	The site seems to be fairly level
<b>Site Access</b>	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment. We will setup MOT equipment while working in the street. However, any lane closure permits from the City will be provided by the Client.
<b>Expected Subsurface Conditions</b>	Our experience near the vicinity of the proposed development, specifically a 2004 study for a nearby, companion project, indicates subsurface conditions consist of surficial fill over 8 to 10 feet of soft, organic soil (peat) underlain by a limestone formation.

### Planned Construction

Item	Description
<b>Information Provided</b>	The information for the project was provided via email dated October 5, 2018 from Craig A. Smith
<b>Project Description</b>	The project consists of adding a new pump station to the existing drainage system to allow for positive discharge for the existing outfalls.
<b>Proposed Structure</b>	The pump station will be a below-ground, cast in place structure. The bottom depth of the structure is not known at this time but is expected to be approximately 10 feet below existing grade.
<b>Building Construction</b>	Below-grade, cast in place structure with storm pipe connections

## **EXHIBIT B - SCOPE OF SERVICES**

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### **Field Exploration**

The field exploration program consists of the following:

<b>Number of Borings</b>	<b>Planned Boring Depth (feet) <sup>1</sup></b>	<b>Planned Location</b>
2	30	Planned pump station

<sup>1</sup>. Below ground surface.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized.

**Subsurface Exploration Procedures:** We will advance soil borings with a truck-mounted drill rig using rotary drilling. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** We will backfill borings with soil cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess soil cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

## Proposal for Geotechnical Engineering Services

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida

October 12, 2018 ■ Terracon Proposal No. PH8185073



### Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Sunshine One Call. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are presented in the additional services section of the project. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

### Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Organic Content
- Wash -#200

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Boring log rock classification is determined using the Description of Rock Properties.

## **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended pump station foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for pipe support

## **Proposal for Geotechnical Engineering Services**

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida

October 12, 2018 ■ Terracon Proposal No. PH8185073



### **Post Design Services**

In addition, Terracon will provide post design services during construction. These services will entail

1. Review of Plans and Specifications - Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations
2. Respond to RFIs related to geotechnical work

### **Additional Services**

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## **EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE**

### **Compensation**

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

<b>Task</b>	<b>Lump Sum Fee</b>
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$6,200
Post Design Services during construction	\$1,200

Additional services not part of the base fee include the following:

<b>Additional Services (see Exhibit B)</b>	<b>Lump Sum Fee</b>	<b>Initial for Authorization</b>
Private Utility Locate Service <sup>1</sup>	\$700	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities..

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### **Project Schedule**

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

## Proposal for Geotechnical Engineering Services

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida

October 12, 2018 ■ Terracon Proposal No. PH8185073



<b>GeoReport® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
Project Planning	3-4 days
Site Characterization	8-9 days
Geotechnical Engineering	25 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

## EXHIBIT D – SITE LOCATION

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida  
October 12, 2018 ■ Terracon Proposal No. PH8185073

**Terracon**

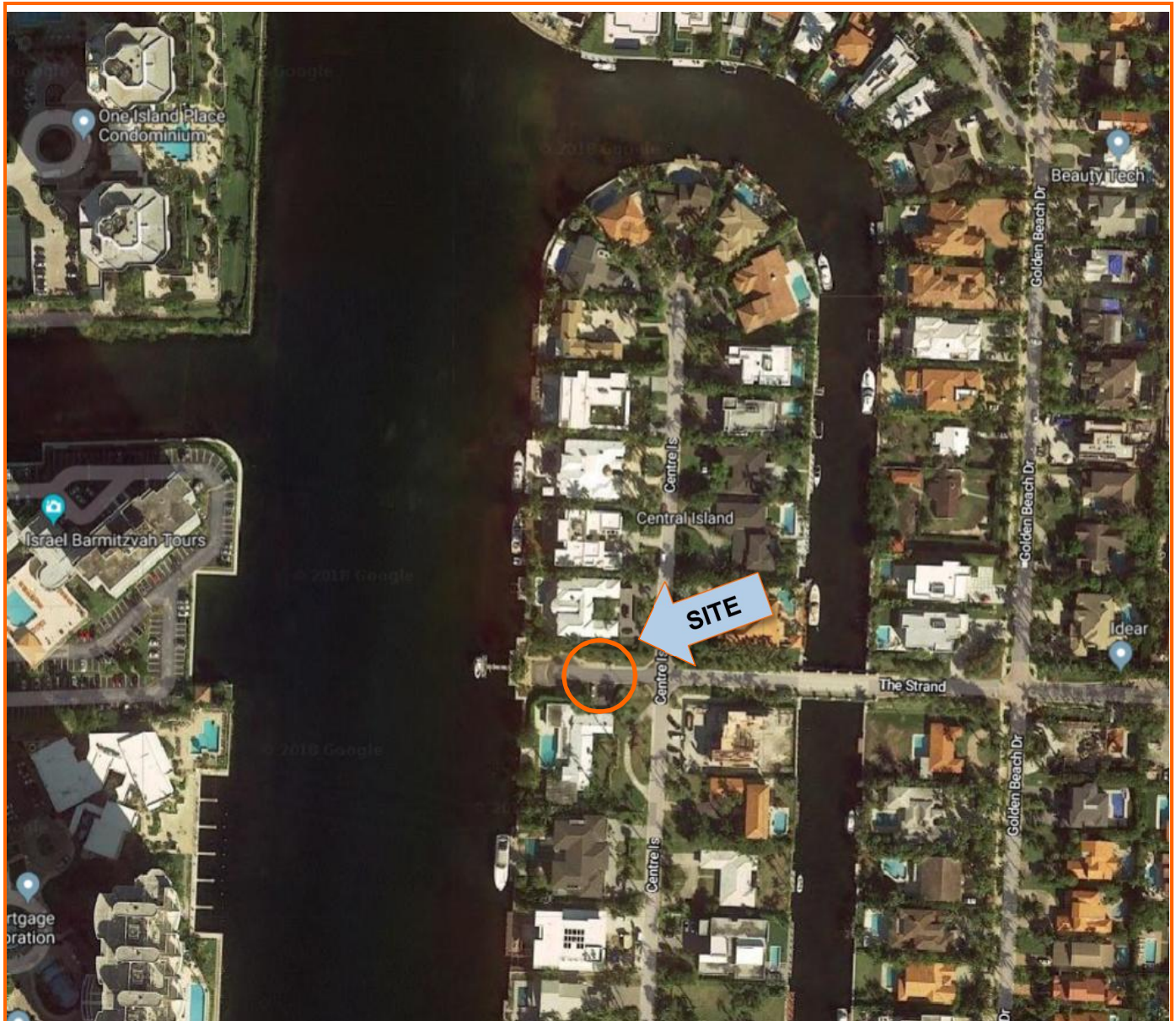
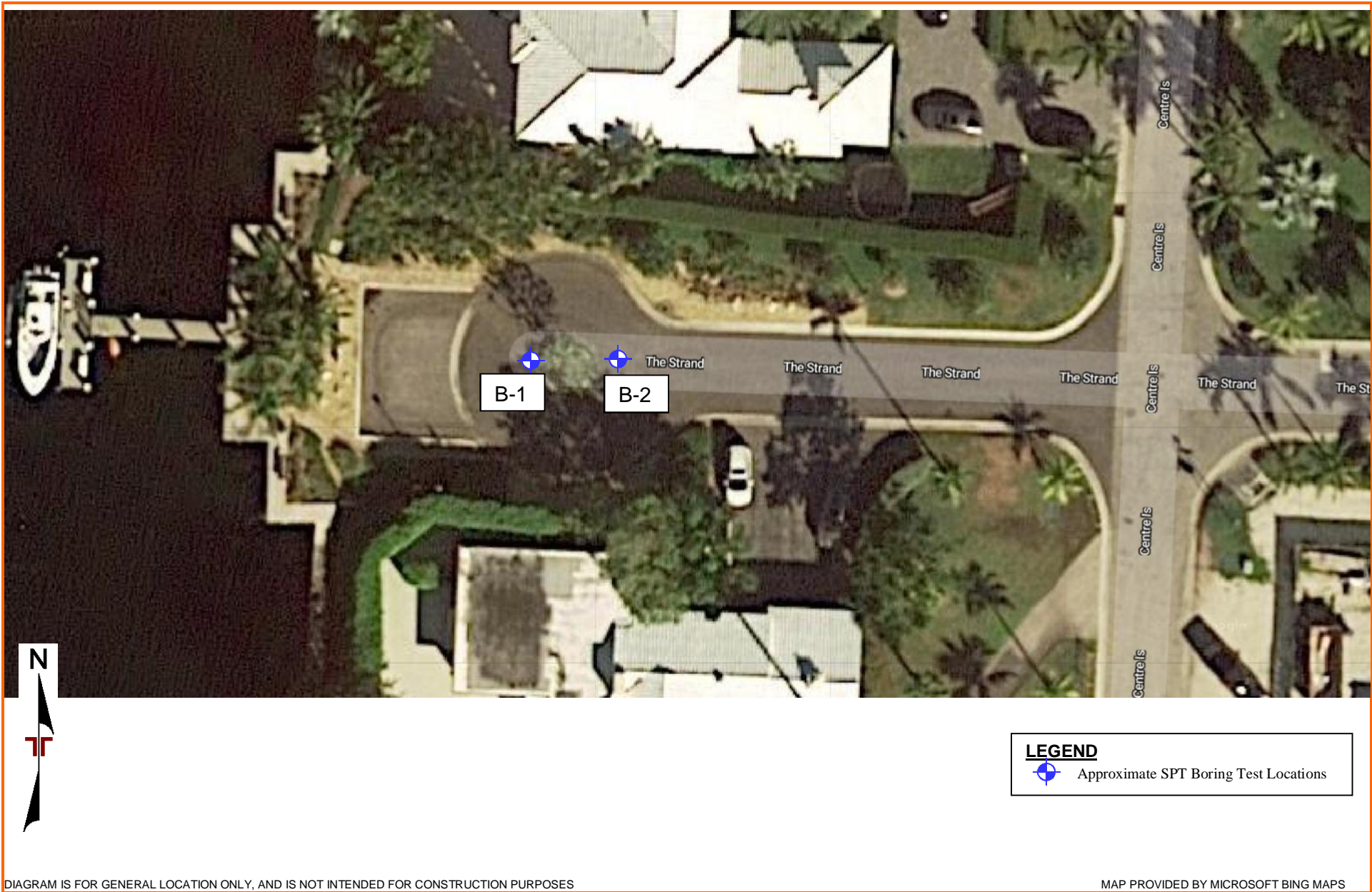


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**EXHIBIT E – ANTICIPATED EXPLORATION PLAN**

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida  
October 12, 2018 ■ Terracon Proposal No. PH8185073





October 12, 2018

Orlando A. Rubio, P.E.  
Craig A. Smith & Associates  
7777 Glades Road, Suite 410  
Boca Raton, Florida 33434

Re: Center Island Pump Station  
Town of Golden Beach, FL

Dear Mr. Rubio:

We are pleased to submit our proposal for electrical engineering services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project and provides the agreed upon lump sum fee proposal. Your signature on this agreement will serve as your letter of intent and official notice to proceed with the referenced work. Our scope of work will include the following:

**Task 1 - Design Services:**

1. Electrical design associated with the proposed stormwater pump station with portable generator.
2. BEC will visit the site and meet with the Owner in order to obtain any necessary information.
3. BEC will coordinate with the local Power Company and the Town of Golden Beach as required.
4. BEC will attend meetings to answer questions relating to our design.
5. Deliverables:
  - a. 100% Drawings and Specifications with 100% cost estimate
  - b. Bid Submittal, Drawings and Specifications with Bid cost estimate
6. BEC shall provide assistance during the permitting process, including but not limited to responding to questions from the building department and revising drawings as needed.