



**OFFICIAL AGENDA
FOR THE
MONDAY,
JUNE 17TH, 2019
SPECIAL TOWN COUNCIL
MEETING SCHEDULED
FOR
6:30 P.M.**

*** Please note date and time change ***



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Agenda for the MONDAY, June 17, 2019
Special Town Council Meeting called for 6:30 p.m.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

LEGISLATIVE UPDATE PRESENTED BY SENATOR JASON PIZZO

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

J. TOWN ATTORNEY REPORT

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

**1. An Ordinance of the Town Council Amending the Town's Code to
Revise Rooftop Activities.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH,
FLORIDA, AMENDING THE TOWN'S CODE OF
ORDINANCES TO REVISE CHAPTER 66, "ZONING," BY
AMENDING SECTION 66-261, "ROOFTOP ACTIVITIES",
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 588.19

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 588.19

M. QUASI JUDICIAL RESOLUTIONS

None

N. CONSENT AGENDA

- 2. Official Minutes of the May 21, 2019 Regular Town Council Meeting.**
- 3. A Resolution of the Town Council Approving A Mutual Aid Agreement between the Town and the Miami-Dade County Island Chief's "Mobile Force."**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN OF GOLDEN BEACH AND THE MIAMI-DADE COUNTY ISLAND CHIEF'S "MOBILE FORCE"; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2618.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2618.19

O. TOWN RESOLUTIONS

- 4. A Resolution of the Town Council Approving A Proposal from _____ for Milling and Resurfacing Golden Beach Drive.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM _____ FOR MILLING AND RESURFACING OF GOLDEN BEACH DRIVE; 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. 4
Resolution No. 2619.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2619.19

5. A Resolution of the Town Council Approving A Proposal for the Purchase and Installation of Electrical Generator Equipment.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY MILLS ELECTRIC SERVICE, INC. FOR THE PURCHASE AND INSTALLATION OF ELECTRICAL GENERATOR EQUIPMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2620.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2620.19

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz:
• Civic Center Masterplan Update

Q. ADJOURNMENT:

DECORUM:

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

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

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

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

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 17, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger

Item Number:

1

Subject: Ordinance No. 588.19 – Amending Code, Division 11,
“Accessory Building”, Section 66-261 – Rooftop Activities

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 588.19 as presented.

Background:

When the Town Council enacted an Ordinance allowing for roof top activities in Zone One the Ordinance did not differentiate between regular lots and undersized lots. This oversight has caused undersized lots to have diminished capacity of usable space in the area designated for roof top activities.

This Ordinance provides for a reasonable utilization of the area designated for rooftop activities to undersized lots by applying the ground floor set-backs to the rooftop areas. In doing so, the area of usable space will now afford the homeowners an area that has functionality.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 588.19

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REVISE CHAPTER 66, "ZONING," BY AMENDING SECTION 66-261, "ROOFTOP ACTIVITIES", PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

1 **WHEREAS**, the Town Council periodically studies land development trends
2 and issues and amends the Town's Land Development Regulations accordingly;
3 and

4 **WHEREAS**, on February 20, 2018, the Town Council adopted Ordinance No.
5 577.18, which among other things provided for the useable area of rooftop terraces
6 within Zone One; and

7 **WHEREAS**, the Town has determined that because a substantial number of
8 lots within Zone One [nineteen (19)] are below standard widths, the impact of the
9 regulations severely restricts the usable area of the roof for those lots; and

10 **WHEREAS**, The Town Council wishes to further amend the regulations to
11 allow for the reasonable use of all rooftops within Zone One; and

12 **WHEREAS**, a public meeting was held before the Local Planning Agency
13 (LPA) of the Town to review the proposed modifications to the Town's Land
14 Development Regulations; and

15 **WHEREAS**, the Town Council held duly advertised public meetings to
16 consider the proposed modifications to the Town's Land Development Regulations.

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

19 **Section 1. Recitals Adopted.** That the preceding “Whereas” clauses are
20 ratified and incorporated as a record of the legislative intent of this Ordinance.

21 **Section 2. Code Amended.** That the Town of Golden Beach Code is
22 hereby amended to modify Division 11. “Accessory Buildings,” of Article IV,
23 “Supplemental District Regulations,” of Chapter 66, “Zoning” as follows¹:

24 **CHAPTER 66 ZONING**

25 * * *

26 **ARTICLE IV. SUPPLEMENTAL DISTRICT REGULATIONS**

27 * * *

28 **DIVISION 11. ACCESSORY BUILDINGS AND USES**

29 * * *

31 **Sec. 66-261. – Rooftop activities.**

32
33 (a) Except as specified below in this Section, the use of the roof of a
34 residential structure for passive leisure activities, including, but not limited
35 to, entertainment and other leisure and recreational activities, is
36 prohibited.

37
38 (b) Within Zone One, the roof of the highest roofed structure may be used for
39 passive leisure activities, including entertainment and other passive
40 recreational / leisure uses subject to the following limitations:

41
42 (1) The lot must be at least 7,500 square feet in area.

43
44 (2) The usable area of the roof must be set back a minimum of ten
45 feet (10') from the edge of the roof in all directions except from the rear
46 (ocean front), where no setback is required; –however, for lots of less
47 than sixty four (64) feet in width, the useable area may be reduced to
48 seven and one half feet (7' 6") from the edge of the roof in all directions
49 except the rear (ocean front), where no setback is required.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~.

- (3) The rooftop area shall not be improved with any permanent structures or the placement of any temporary or permanent fixtures or equipment except a safety railing up to 48 inches in height. Outdoor furniture such as chairs, sofas, and tables, and pots and planters are permitted. Additionally, within the approval of the Building Regulation Advisory Board, a hot tub/spa may be placed on the rooftop.
- (4) No amplified or live music shall be permitted on the roof.
- (5) An elevator and any covered elevator vestibule serving the rooftop shall be limited to an area of no more than 110 square feet. Any elevator and any covered elevator vestibule, if permitted, shall be placed near the center of the rooftop, but not less than 7.5 feet from the edge of the roof on lots less than 75 feet in width, or less than 10 feet from the edge of the roof on lots 75 feet or more in width.
- (6) Staircases may extend from lower floors or the ground level to the rooftop, but must comply with the setback and yard projection provisions set forth in Sec. 66-141(b). Safety railings up to 48 inches in height for staircases are allowed, provided they meet the above setback and yard projections. Once at the rooftop railings must terminate at or connect directly to any railings surrounding the usable passive leisure activity area set forth in subsection (2) above. Any portion of a staircase railing constructed above the rooftop shall be designed with an open appearance (no walls).

* * *

Section 3. Code Amended. That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4. Codification. That it is the intention of the Town Council of Golden Beach, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Golden Beach Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish

such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Repealer. That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be in full force and take 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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED on first reading this 17th day of June, 2019.

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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED on second reading this ____ day of _____, 2019.

116 ATTEST:

117

118

119

120

121 _____
LISSETTE PEREZ

122 TOWN CLERK

123

124

125 APPROVED AS TO FORM
126 AND LEGAL SUFFICIENCY:

127

128

129

130 _____
STEPHEN J. HELFMAN

131 TOWN ATTORNEY

MAYOR GLENN SINGER




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 17, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Numbers:

2

Recommendation:

It is recommended that the Town Council adopt the minutes of the May 21, 2019 Regular Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the May 21, 2019 Regular Town Council Meeting called for 7:00 p.m.

A. MEETING CALLED TO ORDER

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

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Kenneth Bernstein, Councilmember Jaime Mendal, Councilmember Judy Lusskin, *Councilmember Bernard Einstein (arrived during Presentations/Town Proclamations)*

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Building Director Linda Epperson, Police Lt. Yovany Diaz, Resident Services Director Michael Glidden

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

PROCLAMATION PRESENTED TO ALETHA PLAYER OF FPL – proclamation tabled until the individuals arrived.

90TH ANNIVERSARY CAKE CUTTING – took place after good and welfare

SWEARING-IN OF PART-TIME OFFICER DANIEL LARREA – *** Mayor Singer swore in Officer Larea first.

**** Councilmember Einstein arrived after the swearing-in of Officer Larrea ****

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

Madison Berndt, 274 South Island Drive

Spoke on the violent events that occurred during Mother's Day weekend and the lack of information provided to residents to advise them of the dangerous situation that was

taking place in Sunny Isles. Also, expressed the need for the Town of Golden Beach to have social media accounts to be able to provide residents with information.

Barbara Shaheen, 416 Golden Beach Drive

Spoke on the attorney bills to Kluger, Kaplan, et. al that the Town owes for litigating a case against her. Stated that the Town Manager came to her when he started working here, met with her and stated that the Town was going to pay for it because it was the right thing to do since they forced her to remove her seawall to begin with. It has cost her almost \$700,000 to save her home. Upset about it and thinks the residents should be informed and they should be upset about it.

Town Manager stated what the purpose was behind the cake cutting ceremony taking place today. Stated it is to celebrate our 90th anniversary as an incorporated municipality. Also made residents aware that Friday May 24, 2019 is the official anniversary date and we will be celebrating with a cheese and wine social at the beach pavilion beginning at 7:00PM.

G. MAYOR'S REPORT

Congratulated the resident services department for the success on the 90th anniversary street fair – everyone had a great time. Stated that due to the heat, the next event will be starting a little later in the day. Stated that this year Memorial Day would be celebrated on Friday night. Commented on Mrs. Berndt's comments regarding social media. There are pros and cons to it, the Manager and he have had numerous conversations about it, and the Manager would address it during his comments.

H. COUNCIL COMMENTS

Councilmember Einstein

Congratulated the Town on putting together such a wonderful event and thanked the staff for their hard work.

Councilmember Mendal

Echoed the councilmember's sentiments. Congratulated Michael on putting on such a great event. Over the last several years, the Town has come a long way.

Vice Mayor Bernstein

Also stated that the events the Town is putting on have all been great. Only concern is the timing of these events. A lot to say about the civic center, but that will be addressed later. One thing that he discussed with the Town Manager are the transformers throughout Town and how unsightly they are and maybe landscaping them.

Councilmember Lusskin

Stated that a few residents have spoken to her about dogs being walked without a leash and maybe something can be placed in the newsletter regarding this. Inquired about the scholarship that was being offered by the police department and if anyone signed up for it. She was pleasantly surprised and glad that the Town had the police skybox there, there were police officers located at every corner of the event and it was spotless from beginning to end. Got incredible amount of feedback on how great it was. Congratulated the staff on putting the event together so well.

I. TOWN MANAGER REPORT

Thanked Miami Dade County parks and recreation, Miami-Dade fire rescue, and the City of Miami for their partnership in working on this event. There are still 27 more events left this year for the residents to participate in. He always likes to set the record straight when the record is not correct, the issue of social media has come up repeatedly throughout the years and this administration has been somewhat reluctant to participate in social media for many reasons. Two Sundays ago, there was a shooting in Sunny Isles and almost immediately we began receiving text messages from our residents asking why we do not have a social media account to let the community know what's going on. On a weekend, we have a total count of four staff members on duty, that is including lifeguard and police. We do not have a social media staff member here to keep on top of these things. He monitored Sunny Isles and printed out all of their posts during the event. Nothing was reported while the event was going on. Sunny Isles did not post anything until two hours after it had taken place. Even with numerous dedicated staff members, such as the City of Sunny Isles who has 42 employees working on a weekend, still they could not get it right – what makes you think the small Town of Golden Beach with the limited staff we have can? We will be creating social media accounts for the Town of Golden Beach, and we have already taken possession of all of our accounts, but our social media accounts will not provide emergency information, they will be to post pictures of our events. When there is an emergency situation, we will disseminate that information via the Codered system. Fair warning to the developer community as your going through your design review process, if the administration asks you for additional or new criteria it is because we are in the process of changing our code. Also stated that it is prom season and if a resident wants to host prom pictures for their son or daughter, they will need to take out a special events permit, if a large amount such as 200 of their child's closest friends are coming over to take their pictures.

Resident Madison Berndt inquired as to whether or not Sunny Isles employs the Codered system

Town Manager stated that he does not know if Sunny Isles uses the Codered system.

Vice Mayor Bernstein told Ms. Berndt to call him to discuss her concerns

**** At this point in time the Mayor recognized the special invited guests beginning with Dr. Martin Karp with the Miami-Dade County School Board. ****

**** He also presented Aletha Player with her proclamation for 45 years of service to the Town through her work at FPL. ****

**** Also presented Diana Rodriguez on behalf of Mayor Carlos Jimenez from Miami-Dade County with a proclamation. ***

J. TOWN ATTORNEY REPORT

None

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

1. A Resolution of the Town Council Approving A Variance Request for 120 South Island Drive.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 120 SOUTH ISLAND DRIVE, GOLDEN BEACH, FLORIDA 33160 1). TO PERMIT AN EXISTING SEAWALL TO REMAIN AS-BUILT ENCROACHING 2'-11" INTO THE ADJOINING GRAND CANAL WATERWAY WHEN THE CODE REQUIRES THE SEAWALL TO BE BUILT INSIDE THE PROPERTY LINES. 2. TO PERMIT VARYING ELEVATIONS IN THE SEAWALL HEIGHT FROM 4.69' TO 4.94' NAVD WHEN THE CODE REQUIRES A MAXIMUM HEIGHT OF 4.425' NAVD. 3. TO PERMIT THE DECK OF THE DOCK TO BE AT VARYING ELEVATIONS FROM 4.69' TO 4.94' NAVD WHEN THE CODE ALLOWS FOR A MAXIMUM HEIGHT OF 3.425 NAVD.

Exhibit: Agenda Report No. 1
Resolution No. 2610.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2610.19

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

Town Manager spoke on the item, stating that they are requesting three variances. One relates to where the seawall is, which is beyond the property line. Two, the height of the elevation of the cap, which exceeds our new code. Three, to allow the deck to remain parallel with the top of the seawall cap, which our code does not allow.

Nicholas Apathy, 224 Palermo Avenue, spoke on behalf of the applicant. Stated the main permit was issued in 2017 after the fact Golden Beach stated that in order to control Stormwater, a retention and drainage system needed to be put in at the property. In order to prevent this runoff we need to install a drainage system above the proposed height, and that is based on the soil condition. They gave an engineering report that says based on what the soil conditions are it would be nearly impossible without that elevation to put in this drainage system to prevent the Stormwater from running off the property. Not allowing this variance would deprive the applicant of rights commonly allowed to other residents in the Town. They do not believe that there is any detriment to the public by allowing this variance; it is actually beneficial because it will prevent the stormwater from running off into the canal.

Kirk Lofgren, Ocean Consulting, 340 Minorca Avenue stated it might be helpful to describe the three components of the project and we can divide the variances into those three. The seawall is in very good condition at this point. Because of the soil condition, the civil engineer is here to talk about what they need to be doing in order to retain the soil and the stormwater. They are proposing a seawall cap over pour. It is a two-foot cap on top of the existing seawall, at this point we are not recommending ripping out the seawall because it is in good condition. Just trying to do some sort of over pour to elevate it to take it to an elevation of 6.5, which is 6 inches higher, then what the code allows. In terms of where the property line is located, from that stand point of where the property line is they are one foot five inches from the edge of their wet face and the seawall cap extends an additional one foot six inches beyond that, so a total of two feet eleven inches beyond that property line. They are not unique in what they are proposing, immediately to the south of them at 124 South Island about two years ago, they were allowed to repair their seawall, extending it further in the water then they are, and elevate their seawall cap two feet above the specific height their going to, their dock is also elevated.

Town Manager stated that the town has 7-8 properties with seawalls that have been erected past the property line, which is an encroachment and taking of public lands that they are not paying taxes for. So what the administration and the BRAB is asking is that the seawall be removed whether or not it is in good condition and be put back to the property line and a new cap be poured under the new code. The new code says you are not allowed to have a deck over your seawall if you want to have a dock you will have to step down to your dock to get on your boat. What the council did not want when they enacted the five-foot and six-foot cap is to create viewing platforms in people's rear yards. What this applicant is asking for is that the seawall remain outside of the property line, that their cap be higher then what your new code allows, and that the deck be at the same level as the cap pipe, which you no longer wanted in your community. Granting this variance goes completely opposite to what the council enacted less than six months ago.

Mr. Lofgren stated that what they are trying to show here is that it is not unusual for the council to approve a repair to the seawall that does extend beyond the property. Not proposing a brand new seawall, just proposing a repair and there is precedence for that in that rule.

Vice Mayor Bernstein 56:35 inquired as to why they need a variance for this?

Town manager we determined that based on the scope of the work and in the other two cases he can not recall off hand, but on this particular property they ripped everything out and your code says when you rip everything out you should come into conformance.

Mr. Lofgren stated that this condition was not required when the permit was originally pulled for the home. Now the house is effectively built, the finishes still have to be done but the pool deck is already built in the back. You are talking about a significant hardship, and the marine contractor is here to justify what he is saying, they would have to actually have to tear out some of the pool deck that is there. This is all after the fact because there was not a condition that was built into the building permit process for the new home.

Town Manager stated when the applicant came in for permitting, that is when they caught the issues with the home. We may have caught when the house was in for design review, we do not pay particular attention to detail until that segment of work comes into permitting, and so at permitting is when we said we have objections to that. We would argue that if you bring a crane and do some sheet metal drives in front of the pool deck you do not have to mess with the pool deck. Stated you may have one contractor who says this will affect my property and another can say use a different means and method, means and methods is not what we dictate.

Mayor Singer asked if they left it the way it is, they do not have to put a cap and raise it, so why are they even touching it.

Mr. Lofgren stated that if he does not touch the seawall it remains nonconforming. What he is trying to push back on is if he is allowed to leave the seawall the way it is because it was not caught during the building permit process, theoretically he could put a retaining wall on the backside of that cap and elevate it so he can capture the stormwater as they are required to do by the Town.

Town Manager stated that the Town would be willing to withdraw its position on where the seawall is located if they are willing to withdraw the height of the cap and the height of the deck

Mayor Singer stated he understands the hardship of redoing the seawall and does not want to burden a new homeowner with that. At the same time that does not give you the ability to raise it and level it, he does have an issue with that.

Councilmember Mendal asked if he has any images of the neighbor to the north of them that he was referring to earlier.

Mr. Lofgren showed images and stated that they did an over pour.

Town Manager confirmed to the Mayor and Council that the cap is allowed to go over and the administration is not opposed to it. What the neighbors to the north and south have has no factor to this application. Whatever rights they received through the old code to enjoy, they will be corrected eventually when those homes go through changes.

Councilmember Mendal stated that he agrees with that to a certain extent, because we want the homes to look contiguous.

Mr. Lofgren stated under the new code those projects were approved that way.

Vice Mayor Bernstein asked if the Town was previously permitting this and if it was previously permitted under the code, why was it changed.

Town Manager stated that the property to the north was not permitted under the change of the code in 2018. In 2018, we asked for the seawall cap to be raised and we need to make sure that we are all speaking in the same language. We have no objection to them raising the seawall up to six feet. This council stated very decisively that it did not want to create a six-foot viewing platform. What they are seeing now is infinity edge pools all the way to the seawall cap and the council did not want that. The council wanted a pool deck, some grass area, a seawall and then a step down to you dock.

Mayor Singer asked the Town Manager to remind him what the negatives of a viewing platform was.

Town Manager stated many of the community members came out because they did not want people to have party platforms where they can have gatherings or worse be able to look into someone else's pool

Councilmember Einstein stated that they passed the new code so that BRAB does not feel like everything they said came to the Council and they reversed it, so the BRAB community starts to wonder why they even go to the meetings if the council is going to reverse the decision either way.

Resident Beth Geduld, 126 Golden Beach Drive & BRAB member, stated that she has a problem with this code. She took a hard look at it and it did not make sense to her because you cannot even tell that they are encroaching. She was the one on the board that was for the applicant and the rest of the community was against it. She cannot believe that we would be so strict to force a new homeowner to remove a beautiful \$100,000 seawall. As it relates to platforms, residents can have gatherings and parties on pool decks either way so it does not necessarily have to be a platform.

Mr. Apathy stated that the homeowner is not opposed for that to be assessed against his taxes.

Mr. Lofgren stated that what they were discussing with Alex is that they know that they need a retaining wall. What they are asking to do is allow them to do that right on the edge of the seawall cap so it does not extend beyond the property line as a compromise.

Town Manager stated that they are in favor of allowing them to put in that retaining wall behind the seawall, so long as we agree to the cap and we agree to the deck.

Mr. Lofgren asked that if he puts the retaining wall behind the seawall cap and not touch the seawall cap he could they go as high as they want.

Town Manager stated that that was correct. The Town does not have a retaining wall cap; it has a seawall height cap, so that retaining wall can go as high as they want.

Mayor Singer stated that he is proposing for them to not knock down the seawall, to leave it where it is. At the same time the cap cannot be raised but the retaining wall can go up to whatever they want.

Mr. Lofgren clarified that the seawall theoretically can be raised up to six-feet but cannot go past the property line

Raul Wainer, P.E., Tsur Consulting, 21011 NE 32 Avenue, Engineer on the property. Agrees with the Town Manager's recommendation to place the retaining wall behind the seawall cap. Stated that the six-feet is less than what the army corps of engineers is recommending.

Town Manager stated that the six-foot mark is what the Town feels comfortable with.

Mr. Wainer stated that the retaining wall would be six and a half feet high.

Town Manager stated that you are going to put in a retaining wall that can extend past six-feet where the deck is allowed but you will not be allowed to put a cap that is higher than the six-feet.

Mr. Lofgren stated that in terms of the deck itself that is coming over. Are they saying it is limited to plus six or plus five. Because if it's a six plus then it's a six inch standard step versus a plus five where they would have to build steps down to get to the dock. They would like to level the dock and deck, which they think, is consistent.

Town Manager stated you are allowed to dock outside of your seawall at your boat deck at five-feet and the wall at six-feet so you can step down. We no longer allow after the 2018 a parallel dock to your cap, period end of story.

Councilmember Einstein asked what the dimensions of the step down area is

Mayor Singer answered that it is pretty much the length of the property minus the set back

Mayor Singer proposed that they get to keep the seawall, but keep the cap at max six-feet, oppose the dock, and be required to do the retaining wall for the run off of the stormwater.

Mr. Lofgren, asked about the steps on the dock. He needs help on how he can transition from a six-foot seawall to a five-foot dock if he is not allowed to go above five-foot deck. A twelve-inch transition is not a comfortable step and does not meet the code anyway.

Town Manager stated he could have a couple of steps

Mr. Lofgren asked what the dimensions could be and where can he put them

Town Manager asked that the council to give the administration the authority to negotiate the terms with the applicant to accomplish the steps appropriately.

Councilmember Mendal asked if there are current guidelines

Town Manager stated no because those transitions are part of the Florida building code as it relates to steps.

Councilmember Einstein asked for clarification

Vice Mayor Bernstein also asked for clarification.

Town Manager stated that the variance has three components: one allowing the seawall to remain where it is; two, allowing for the sea wall cap to be installed at no more than six feet or whatever the NAGVD equivalent is; and three, allowing the dock to be put on no more than five feet or its equivalent in NAGVD. Allowing the administration to come up with a reasonable and acceptable transition between the seawall cap and seawall deck, the applicant on his own can put in a retaining wall and deal with whatever consequences come with that retaining wall so long as the retaining wall meets our current code.

A motion to approve the amended resolution was made by Councilmember Einstein, seconded by Mayor Singer.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

2. A Resolution of the Town Council Approving A Variance Request for 587 Ocean Boulevard.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 587 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE USABLE AREA OF THE ROOF TOP TERRACE SIDE SETBACKS TO BE SET AT A MINIMUM OF 7'-6" INSTEAD OF THE CODE'S CURRENT 10' ROOF TOP SIDE SETBACK REQUIREMENT.

Exhibit: Agenda Report No. 2
Resolution No. 2611.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2611.19

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

Town Manager stated that this variance relates to the rooftop setback requirements and nothing else. The administration will be bringing to you a code change asking for a greater setback as it relates to rooftop areas on undersized lots. Because this applicant is currently in the process of building this home, they have asked for a variance consistent with what the administration is going to ask you in the coming months. They are asking that instead of having a ten-foot setback for the area that is enjoyable on the roof that they go to a 7.5-foot setback similar to what they have on the ground level. Currently for undersized lots we allow a 7.5-foot setback on the ground, we did not apply that to the roof. What the applicant is asking for the administration is in favor of approving. In the interest of time, if his explanation of the request is satisfactory the applicant does not have to speak. Stated that there are letters of opposition to be read into the record.

Councilmember Einstein spoke on the item and wanted to go back in time and be sensitive to when they first did this and the residents who objected it.

Town Manager stated that the applicant has a court reporter and would like the council to speak one at a time and be mindful of that

Mayor Singer stated that the standard lot on Ocean is a 100-foot lot.

Councilmember Einstein asked if that means on a 75-foot lot they can also have a 7.5-foot setback.

Town Manager stated yes that is correct, and your height is capped at 27.5-feet not 30-feet. On any undersized lot in zones 1, 2, and 3 your side yard setback is 7.5 and your elevation height cap is at 27.5. The only zone that allows rooftop terraces is zone 1. In the other zones as it currently reads today you are allowed to have a rooftop terrace so long as you have a 10-foot setback on the sides.

Town Clerk read a letter into the record for residents Chris & Carolyn Gilson, 601 Ocean Boulevard.

Councilmember Mendal asked if there are any actually objections to the variance.

Town Manager stated yes, there is and they are in the audience

Attorney W. Tucker Gibbs spoke on behalf of his client, who owns 599 Ocean Drive, who objects to the approval of this variance. Referenced Michael Miller's report that specifically deals with each one of these and has stated that this is not a hardship. This is a self-created hardship. The applicant sought an approval and did not ask for the variance in 2017 when it was requested and got four other zoning variances. The Town's professional planner has found that the applicant did not meet all of the criteria required for a hardship. For those reasons, this variance should be denied. The Town's planner also said that the Town is giving a bonus to undersized lots. The law says if it is not a hardship, you cannot give the variance.

Mr. Kobi Karp, Architect, 2915 Biscayne Boulevard, who is the architect on the project stated that they are not changing the setbacks on the house. The setbacks on the house stay exactly where they are. The setback that he is seeking is on the rooftop only. Right now it is 7.5-feet from the north and 7.5-feet from the south, his desire is to make it 5- feet from the south and 5-feet north

Vice Mayor Bernstein stated that he was very confused.

Town Manager stated that our planners are required to respond to the criteria's set forth by your code and it cannot deviate from what those criteria's are. When we sit around the table and talk about the practicality and applicability of the code it does not make since. So even though there is no "hardship" as it relates to the criteria set forth from your code a 15-foot wide useable space on the roof becomes almost unusable so then you should have never enacted your code. The administration failed the residents by enacting a new set of rules without applying them as they relate to lot size so that its consistent and practical. That is why he has instructed the Town attorney to draft something that complies with that. When asked why go through the variance process if the code will be changing, it is because the ordinance process takes long and this house is in the process of begin built and they are on the final stage as it relates to the roof. Stated that they can hold off on construction until the code is enacted, but the administration feels that it is not practical.

Councilmember Einstein stated that when they had enacted the code the Town created this uproar about rooftop terraces.

Town Manager stated that in zones 2 and 3 you allow rooftop terraces as long as they are not on the roof. Also in zones, 2 and 3 there is no setback requirement.

Councilmember Einstein stated that they were speculating at the time that these would be 100-foot lots, which they would be in the rear of the homes; they were going to have an existing 10-foot setback, plus another 10-foot setback on the sidewall. Vice versa for the neighbors giving them a total of 40-feet separating the two in all likely hood. Now you have a situation where we are saying to him you only have 7.5-foot on his and so does his neighbor, then you are getting really close.

Town Manager stated that in zone 1, the rooftop terrace issue was decided when Councilmember Einstein was off the council. We just enacted it after Councilmember Mendal came on the board.

Mr. Karp spoke on the property stating they got the support of the adjacent neighbor and he believes that that neighbor to the north is conforming. Stated that if you look closely at the plans you will see that the house sticks out to the ocean a little further. What they did on the roof deck is they brought the rooftop deck a little bit closer to the east so, they are further away from the neighbor.

Attorney Gibbs stated that the manager made a comment that the Town planner cannot deviate from the code, and stated that the Council cannot either that is what the law says.

Mrs. Geduld, stated that she was shocked about this because she thought that it had to be a mistake. Stated she understands the problem that the neighbors are having, they have an older house and the new owners have a newer house so the elevation is higher. They are going to put much nicer landscaping, they are not an eyesore, and they are enhancing the beauty of Golden Beach. Being in the interior design business, 5-feet is not going to make a difference with the noise. It just does not make any sense and that is why she approved it on the BRAB.

Town Attorney stated that the manager can say what he wants, the planner can say what he wants, but the decision as to whether there is a hardship lies with the council and is to be made by the council.

Councilmember Einstein asked what is the address of this property and the property adjacent to it

Mayor Singer stated it is 587 Ocean and the property adjacent is 599.

Councilmember Einstein asked if what Kobi Karp stated earlier is that the adjacent property has no objections and consented to it.

Town Manager stated that on the original variances that were previously granted on the property there was a letter of no objection. However, as it relates to this application there is an objection from 599 to this variance. Mr. Karp cannot confuse the matter today because this is a quasi-judicial purpose. So Mr. Karp is incorrect there is an objection from 599, they object to this variance. Today the current legal representative from that property challenges whether or not the objection letter from a few years ago is even valid or signed by them.

Town Clerk read a letter into the record from Sandra Levy, 577 Ocean Boulevard.

Councilmember Lusskin stated that both the house to the south and north of this property object to the variance

Town manager stated that that is correct.

Resident Andrew Rabin, 587 Ocean Blvd. stated that the first letter from the house to the north of the property that was read was talking about other issues not related. At the end of their statement, they were asked specifically if they have any objections to this variance and they said no we want you to have it.

Councilmember Lusskin questioned if what he means is that the residents from the first objection letter said something different at the BRAB then in the letter that was submitted

Town Attorney stated no, what he is saying is that the objection is related to the cabana and not the rooftop setback issue.

Councilmember Mendal stated that either way he thinks this property does need the variance and either way the Town will be changing the code so he is for it.

N. CONSENT AGENDA

- 3. Official Minutes of the April 16, 2019 Local Planning Agency Hearing.**
- 4. Official Minutes of the April 16, 2019 Regular Town Council Meeting.**
- 5. A Resolution of the Town Council Authorizing the Use of LETF Monies to Make a \$5,000 Contribution to Teach for America.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES TO MAKE A \$5,000 CONTRIBUTION TO TEACH FOR AMERICA (TFA); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2612.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2612.19

- 6. A Resolution of the Town Council Authorizing the Payment of \$5,000.00 to the Alonzo and Tracy Mourning PTSA.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$5,000 TO THE ALONZO AND TRACY MOURNING PTSA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2613.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2613.19

7. A Resolution of the Town Council Authorizing the Surplus of Two Police Vehicles from the Town's Fleet.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE DONATION OF TWO SURPLUS POLICE VEHICLES FROM THE TOWN'S VEHICLE FLEET; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2614.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2614.19

8. A Resolution of the Town Council Authorizing the Surplus of Vehicles from the Town of Golden Beach Police Department.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SURPLUS OF A POLARIS 900 RANGER, POLARIS ACE SP900 AND FORD EXPLORER FROM THE GOLDEN BEACH POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2615.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2615.19

9. A Resolution of the Town Council Authorizing the Disposal of Surplus Equipment.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY SHOWN ON EXHIBIT "A" PURSUANT TO ARTICLE VIII, PERSONAL PROPERTY, OF THE CODE OF ORDINANCES OF THE TOWN OF GOLDEN BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2616.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2616.19

10. A Resolution of the Town Council Authorizing the Town to Become a Member of the American Flood Coalition.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, PROVIDING FOR THE TOWN TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2617.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2617.19

Consensus vote 4 Ayes, 0 Nays. Items N3 & N10 pass.

*** Councilmember Mendal stepped out during the vote.***

O. TOWN RESOLUTIONS

None

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz:
• Roads & Streets
• Civic Center

*** **Town Manager** withdrew his two discussion items from the agenda. ***

Briefly stated that he is waiting to get feedback and will hopefully bring to you at the June or the August meeting a design package to go out to bid. The Mayor and he have spoken to three different banks to secure some funding options, that does not mean that

is who they will go with. There has been some rewarding changes that have been added to the design criteria.

Mayor Singer thanked the council for their feedback, stated he went over it with them Town Manager and everyone had great suggestions and he believes they will be beneficial to the new Town hall.

Town Manager requested to move the June meeting to June 17, 2019 at 6:30pm

Q. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Mayor Singer seconded by Vice Mayor Bernstein.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 9:12 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 17, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2618.19 - Approving a Mutual Aid Agreement
with the Miami-Dade County Island Chiefs "Mobile Force"**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2618.19 as presented.

Background:

The Town of Golden Beach Police Department together with a number of other police departments in Miami-Dade County have determined that as individual governmental units with duties and responsibilities for the protection of our communities and the enforcement of criminal laws, they can make a more efficient use of their powers and resources by providing a higher quality of law enforcement services to the public through the coordination of existing units, pursuant to the Florida Mutual Aid Act. This Joint effort will be instrumental during unforeseen events such as large scale community unrest, **Dignitary protection**, crowd control, or other tactical situations.

These subscribed Law Enforcement Agencies each have their own field force units and have joined together in a multi-jurisdictional unit known as the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit intended to provide for operational assistance across jurisdictional lines within Miami-Dade County. By the Golden Beach Police Department entering into this agreement it will enable our Police Department to receive assistance from the Miami-Dade County Island Chiefs Regional Mobile Field Force and will also enable us to aid those agencies when they request assistance.

Fiscal Impact:

There is no initial cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2618.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN OF GOLDEN BEACH AND THE MIAMI-DADE COUNTY ISLAND CHIEF'S "MOBILE FORCE"; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a Mutual Aid Agreement (the "Agreement") with **Miami-Dade County Island Chiefs**, Florida, attached to this Resolution as Exhibit "A" between the Town and the Town of Surfside , described and outlined in the attached Agenda Item Report; and

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

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

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

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

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

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

Sponsored by **Town Administration**

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

Mayor Glenn Singer	_____
Vice-Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 17th day of June, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MIAMI-DADE COUNTY ISLAND CHIEFS
REGIONAL MOBILE FIELD FORCE
MULTI-AGENCY OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT

WHEREAS, the below-subscribed Law Enforcement Agencies have determined that as individual governmental units with duties and responsibilities for the protection of our communities and the enforcement of criminal laws, they can make a more efficient use of their powers and resources by providing a higher quality of law enforcement services to the public through the coordination of existing units, pursuant to the Florida Mutual Aid Act, Section 23.12 et seq., of the Florida Statutes; and

WHEREAS, the below-subscribed Law Enforcement Agencies each have their own field force units and have joined together in a multi-jurisdictional unit known as the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit intended to provide for operational assistance across jurisdictional lines within Miami-Dade County, Florida; and

WHEREAS, the below-subscribed Law Enforcement Agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into an operational assistance agreement for law enforcement cooperation and assistance that crosses jurisdictional lines within Miami-Dade County, Florida;

NOW THEREFORE, the parties agree as follows:

Each of the undersigned Law Enforcement Agencies approve, authorize and enter into this Miami-Dade County Island Chiefs Regional Mobile Field Force Multi-Agency Operational Assistance Mutual Aid Agreement ("Agreement") to implement within the jurisdictional and other limits as noted herein the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit ("Unit") for the purposes and goals indicated.

The following Law Enforcement Agencies are parties (collectively, the "Parties" or "Agencies" or individually a "Party" or "Agency") to this Agreement:

The City of Aventura Police Department
The Village of Bal Harbour Police Department
The Town of Bay Harbor Islands Police Department
The City of Coral Gables Police Department
The Town of Golden Beach Police Department
The City of Miami Beach Police Department
The Town of North Bay Village Police Department
The City of North Miami Police Department
The City of North Miami Beach Police Department
The Village of Key Biscayne Police Department
The City of Sunny Isles Beach Police Department
The Town of Surfside Police Department

Additional parties may enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the other Parties and the Florida Department of Law Enforcement.

UNIT PURPOSE AND ASSISTANCE TO BE RENDERED:

The purpose of this Agreement is declared to be the coordination of the Agencies' Law enforcement officers to the Unit. Each Agency shall undertake a strategic assessment of their operational capabilities to respond to major spontaneous incidents, special events, or other law enforcement emergency situations necessitating assistance. It is the intent of the Parties to agree upon common training and support functions. In order to provide for operational assistance, each of the Agencies hereby approves and enters into this Agreement whereby each of the Agencies may request and render law enforcement assistance, and providing their field force unit law enforcement officers to the other Agencies during major spontaneous incidents, special events, or other law enforcement emergency situations necessitating assistance that is reasonably necessary to ensure the safety of persons or property within Miami-Dade County, Florida.

The Parties to this Agreement are contributing law enforcement officers and resources in support of the Unit's efforts, with the operations of the Unit being coordinated by each Agency, the field force team Commander, and representatives of participating Unit Agencies.

PROCEDURE FOR REQUESTING AND AUTHORIZING OPERATIONAL ASSISTANCE

Execution of this Agreement and continued participation by one or more Agencies shall constitute a general reciprocal, continuing request for, and granting of, operational assistance between the Agencies of the Unit, which shall be considered authorized in accordance with the provisions of this Agreement and Florida Statutes.

- 1) A request for operational assistance shall be made by the incident commander of the requesting Agency, or his/her designee.
- 2) A responding Agency will provide operational assistance, only to the extent that such law enforcement officers and equipment are not required for the adequate protection of the responding Agency's jurisdiction. The Chief of Police of the responding Agency, or his/her designee, shall have the sole authority to determine the amount of law enforcement officers and equipment, if any, available for such operational assistance.
- 3) Whenever one of the Agency law enforcement officers are rendering aid to another Agency pursuant to the authority contained in this Agreement, such law enforcement officers shall have the same powers, duties, rights and immunities as if taking action within their employing police department's jurisdiction.
- 4) Law enforcement officers responding to an operational assistance request shall operate under the direction and authority of the commanding officer of the requesting Agency.
- 5) All wage and disability payments, pensions, workers' compensation claims and medical expenses of responding Agency's law enforcement officers shall be paid by his or her employing Agency, unless the requesting Agency is reimbursed by other Agencies, authorities, persons, or political entities

specifically for the same. However, when the Agency directing the operational assistance is negligent in the command of the situation or the law enforcement officers, the directing Agency will be responsible for costs arising out of any injury to other Agency's law enforcement officers.

6) Each Agency shall be responsible for bearing any costs associated with the loss or damage of its equipment or property used during a Unit operation. However, when the Agency directing the operational assistance is negligent in the command of the situation, the law enforcement officers, or the equipment or property, the directing Agency will be responsible for the costs of loss or damage to responding Agency's equipment or property.

7) Each Agency shall bear all costs associated with any negligent act taken by law enforcement officers of their Agency, unless such act was ordered by the officer directing the operational assistance request. In that case, any civil liability that might arise will be the responsibility of the requesting Agency whose officer was directing the operational assistance situation.

JURISDICTION, ORGANIZATION, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal site of Unit activity shall be in Miami-Dade County, only within the jurisdictional boundaries of the Agencies. Law enforcement officers providing services to the Unit shall enjoy full jurisdictional authority anywhere within the jurisdictional bounds of the Agencies, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement only when engaged in Unit operations. Law enforcement officers operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers, unless specifically engaged in approved Unit activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the boundaries of their employing Agency is by reason of this Agreement as provided by the "Florida Mutual Aid Act" and applicable Florida State Statutes. Pursuant to Section 23.127(1), of the Florida State Statutes, designated law enforcement officers of the Agencies participating in the Unit shall, when engaging in authorized mutual cooperation and operational assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as when performing duties inside the political subdivision in which the law enforcement officers is normally employed.

The resources assigned by the responding Agency shall be under the immediate command of a supervising law enforcement officer designated by the responding Agency. Such supervising officer shall be under the command of the commanding officer of the requesting Agency. Wherever a law enforcement officer renders assistance pursuant to this Agreement, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, use of force policies, general orders and standard operating procedures of his/her own Agency. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting Agency, then such rule, regulation, policy, general order or standard operating procedure of the responding Agency shall control and shall supersede the direct order of the superior officer of the requesting Agency. The conflict should be relayed immediately to the superior officer.

A. Advisory Board

An advisory board ("Advisory Board") shall be created for the Unit. Upon execution of this Agreement, the Advisory Board will consist of the Chief of Police or his/her designee of each Agency. Each Agency will only have one vote on the Advisory Board. Representation of at least two thirds (2/3) of the

Agencies must be present to have a quorum. The Advisory Board, each year, shall elect an Advisory Board chair person. The chair person will be tasked with creating the meeting agenda and presenting the needs and potential changes for the Unit. The Advisory Board shall oversee the coordination of training of the Unit as well as developing agreed upon standards for the Unit. The Advisory Board shall meet a minimum of two (2) times each year with notice of meetings delivered at least ten (10) days in advance to each Advisory Board member.

B. Personnel

Each Agency shall retain full responsibility for compensation, including, but not limited to: liability insurance, retirement benefits, workers' compensation, and discipline of their own law enforcement officers assigned to the Unit.

LIABILITY AND COST-RELATED ISSUES:

Each Agency engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Agency's own law enforcement officers while such law enforcement officers are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

Each Agency agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Agency to this Agreement in order to affect the purposes of the Unit and agrees to bear the cost of loss or damage to such equipment, vehicles, or property, except as set forth above and below. The Agencies understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, except under circumstances in which damage or property loss is a result of negligence by the Agency directing the operational assistance and in command of the situation as set forth above and below.

Each Agency furnishing aid pursuant to this Agreement shall compensate its law enforcement officers during the time such aid is rendered and shall defray the actual expenses of its law enforcement officers while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such law enforcement officers are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an law enforcement officers of an Agency when performing the law enforcement officer's duties within the territorial limits of the law enforcement officer's Agency shall apply to the law enforcement officers to the same degree, manner, and extent while such law enforcement officers act under this Agreement.

Each Agency agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Agency to adequately insure such Agency's liability assumed herein. In no event shall such coverage be less than the statutory waiver of sovereign immunity.

COMPLAINTS AGAINST UNIT MEMBERS:

Whenever a complaint has been lodged as a result of the Unit's efforts, a designee of the Unit shall ascertain at a minimum:

The identity of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint and supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity of the Unit participant(s) accused and the Agency(ies) of the participant(s) accused.

The information will be promptly provided to each affected Agency for administrative review and appropriate handling or disposition by the respective Agency that the complaint was lodged against.

COPY TO EACH PARTICIPATING AGENCY:

When this Agreement is fully executed, a copy shall be provided to each participating Agency so that each Agency shall be fully aware of the powers, limitations, and expectations applicable to the Unit and law enforcement officers.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Agency upon execution by one or more participating Agencies. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be executed in counterparts for dissemination to all Parties, and such counterparts shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Florida Department of Law Enforcement, Mutual Aid Coordinator, P.O. Box 1489, Tallahassee, Florida 32302.

This Agreement shall remain in full force and effect as to all participating Parties until April 1, 2024, unless earlier terminated in writing. Any party may withdraw from this Agreement upon providing written notice to the other Parties, upon sixty (60) day notice.

This Agreement may be renewed by Agreement of the Participating Agencies and execution of a new Agreement. Any written cancellation or extension shall be forwarded to FDLE at the address identified above.

MIAMI-DADE COUNTY ISLAND CHIEFS REGIONAL MOBILE FIELD FORCE MULTI-AGENCY OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT

City of Aventura

Ronald J. Wasson
City Manager

Date: _____

Byran Pegues, Chief
Aventura Police Department

Date: _____

ATTEST:

Teresa M. Soroka
City Clerk
Aventura, Florida

Date: _____

Village of Bal Harbour

Jorge Gonzalez
Village Manager

Date: _____

Raleigh Flowers, Chief
Bal Harbour Police Department

Date: _____

ATTEST:

Dwight Danie
Clerk
Bal Harbour, Florida

Date: _____

Town of Bay Harbor Islands

Juan Jimenez
Town Manager

Date: _____

Sean Hemingway, Chief
Bay Harbor Islands Police Department

Date: _____

ATTEST:

Marlene Siegel
Town Clerk
Bay Harbor Islands, Florida

Date: _____

City of Coral Gables

Peter Iglesias
City Manager

Date: _____

Edward Hudak, Chief
Coral Gables Police Department

Date: _____

ATTEST:

Billy Urquia
City Clerk
Coral Cables, Florida

Date: _____

Town of Golden Beach

Alexander Diaz
Town Manager

Date: _____

Rudy Herbello, Chief
Golden Beach Police Department

Date: _____

ATTEST:

Lissette Perez
Town Clerk
Golden Beach, Florida

Date: _____

City of Miami Beach

Jimmy Morales
City Manager

Date: _____

Daniel Oates, Chief
Miami Beach Police Department

Date: _____

ATTEST:

Rafael Granado
City Clerk
Miami Beach, Florida

Date: _____

Town of North Bay Village

Ralph Rosado
City Manager

Date: _____

Brian Collins, Chief
North Bay Village Police Department

Date: _____

ATTEST:

Elora Riera
Town Clerk
North Bay Village, Florida

Date: _____

City of North Miami

Larry Spring Jr.
City Manager

Date: _____

Larry Juriga, Chief
North Miami Police Department

Date: _____

ATTEST:

Michael Etienne
City Clerk
North Miami, Florida

Date: _____

City of North Miami Beach

Esmond Scott
City Manager

Date: _____

William Hernandez, Chief
North Miami Beach Police Department

Date: _____

ATTEST:

Pamela Latimore
City Clerk
North Miami Beach, Florida

Date: _____

Village of Key Biscayne

Andrea Agha
City Manager

Date: _____

Charles Press, Chief
Key Biscayne Police Department

Date: _____

ATTEST:

Jennifer Medina
Village Clerk
Key Biscayne, Florida

Date: _____

City of Sunny Isles Beach

Christopher Russo
City Manager

Date: _____

Dwight Snyder, Chief
Sunny Isles Beach Police Department

Date: _____

ATTEST:

Mauricio Betancur
City Clerk
Sunny Isles Beach, Florida

Date: _____

Town of Surfside

Guillermo Olmedillo
City Manager

Date: _____

Julio Yero, Chief
Surfside Police Department

Date: _____

ATTEST:

Sandra Novoa
Town Clerk
Surfside, Florida

Date: _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 17, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger

Item Number:

5

Subject: Resolution 2619.19 – Approving the Proposal from
to Resurface Golden Beach Drive in its
entirety excluding parkways, side streets and islands.

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2619.19 as presented.

Background:

The Town last milled and resurfaced Golden Beach Drive in June of 2012 as part of the Capital Improvement Projects. Since that time, there have been a number patches installed on Golden Beach Drive as part of work needed to be performed.

We will be engaging Stantec to provide engineering evaluation and construction services during the project.

At the meeting we will have a conversation on what action the Council wishes for us to take and select vendor and scope after the discussion. We will be recommending that we mill and resurface the areas identified in the attached proposals (for discussion). The entire length of Golden Beach Drive will be milled and resurfaced. We are not including the parkways, side streets or the islands. We have proposals to seal coat the areas excluded from the project (for discussion).

Preparing a bid package, advertising a bid and going through a formal bid process for this scope of work is both impractical and very costly. We do believe in competitive bidding, but saving resources is also vital to our ability to add additional programs and projects.

We did however, get two proposals and are working on a third one from companies that we have utilized and have been through our formal bid process in the past. Both also currently have existing contracts with other cities and we know them to be responsible vendors.

Fiscal Impact:

Total Price of Project is \$_____.00 Milling and Resurfacing

Total Price of Project is \$_____.00 Seal Coating Excluded Areas

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2619.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM _____ FOR MILLING AND RESURFACING OF GOLDEN BEACH DRIVE; 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.

WHEREAS, the Town Council of the Town of Golden Beach, Florida ("Town") has identified the need to resurface Golden Beach Drive in its entirety (not the side streets, parkways or Islands) ("Project"); and

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

WHEREAS, the Administration did receive three proposals for the project to ensure competitive pricing, copies attached hereto as Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida this 17th day of June, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

PROPOSAL

CTL# 5597

Arrow Asphalt & Engineering, Inc.

3051 N.W. 129 Street Opa Locka, FL 33054
(305) 688-8686 Voice (305) 688-8484 Fax

PROPOSAL SUBMITTED TO:

Date: Thursday, June 13th, 2019

Client Information

Alexander Diaz
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160
(305) 932-0744 Email: alexdiaz@goldenbeach.us

Job Site Information

Street Milling and Paving
Golden Beach Drive
Golden Beach, FL

We hereby submit specifications and estimates to perform work at the above job site:

1. Mobilization and General Conditions.....\$ 2,500.00
2. Mill 1" of Asphalt on entire roadway. Load and dispose of debris. Apply RC 70 tack coat. Pave damaged areas with 1" thick type S-3 hot plant mix asphalt. Compact new asphalt with 5 ton roller. Approx. 106,660 SF.....*11851 sy*.....\$ 117,326.00
3. Key Joint Milling.....Saving.....<\$ 6,000.00>
4. Repaint all Temporary markings to existing format using DOT approved latex traffic paint...\$ 3,703.20
5. Install thermo plastic pavement markings to plan format 30 days after completion.....\$ 6,138.00
6. Brick Paver protection with 10 mill plastic and sand.....\$ 5,950.00
7. MOT.....\$ 4,950.00
8. Clean-up and Restoration.....Included

Total: \$ 140,567.20

[Add cost of permit to total if required, any additional work will be an extra]

We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of:

One Hundred Fourty Thousand, Five Hundred Sixty Seven Dollars and 20/100 (\$140,567.20) with 50% deposit, and remaining balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. We have reviewed the important Disclosures and have provided any special billing instructions on the reverse side. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

AUTHORIZED SIGNATURE:

Signature: _____

Arrow Asphalt & Engineering, Inc

Date: _____

IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

Disclosures:

- 1.) Bid does not include fees for permits, bonds, engineering stakes layouts, as-builds or densities. A fee of \$500.00 will be added if Arrow Asphalt & Engineering Inc. is to apply and be responsible for procurement of permit. No import or export, excess fill or deteriorious materials included unless noted (cap-rock, muck, grass, trees, ect.) Not responsible for errors and/ or omissions by engineer or surveyor. **BID PRICE VALID FOR THIRTY (30) DAYS.**
- 2.) A 50% deposit is required upon signed contract to schedule work proposed, balance will be due upon job completion. **DEPOSIT IS NON-RE FUNDABLE**
- 3.) All material guaranteed to be specified, and the above work to be preformed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
- 4.) We guarantee our work not to flake, crack or unravel for a period of one year. We are not responsible for the wearing off of the material from the top of the asphalt aggregate due to traffic wear.
- 5.) Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the contract. Bid is based on today's market price for materials. Any increase in material price at start of job will be extra cost. All agreements contingent upon strikes, accidents or delays beyond our control.
- 6.) Prices given without plans and specs are subject to price change when plans are available. Final payment will be based on actual quantities installed which will be verified by field measurements.
- 7.) Arrow Asphalt and Engineering is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
- 8.) Arrow Asphalt and Engineering is not responsible for damage to underground sprinklers or utilities, sod , landscaping, dust removal, painting or stucco, during the normal course of construction.
- 9.) Claims for property damage must be made in writing 24 hours after the completion of the work. Job related complaints must be made within 48 hours of completion.
- 10.) Tree hedges and grass to be trimmed prior to the commencement of work.
- 11.) Seal Coating and striping to be completed in one mobilization. Additional mobilizations are additional costs to the contract. Additional mobilizations are \$900.00 per mobilization.
- 12.) Arrow Asphalt and Engineering is not responsible for the following but not limited to the tracking of the sealer on pavers, driveways, sidewalks or any other areas besides roadway. Sealed areas will be blocked off until dry.
- 13.) A 1.5% finance charge per month shall be added to any invoice 30 days past due.
- 14.) This proposal is based on work being completed during the hours of 8am- 5pm, Monday - Friday excluding Holidays and Weekends. No warranties are honored unless payment is made in full. Arrow Asphalt & Engineering will provide a one (1) year warranty on material and workmanship. Normal wear and tear is not covered under this warranty.

Initial _____

Paving Commercial/ Owner Responsibility & Conditions

1.) Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15am unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and be on call to remove cars from the scheduled work area. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$2,500.00

2.) Site service: The management company / property owner is responsible to notify all landscapers and garbage companies to not show up in the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.

3.) Rain: If it is raining the day of scheduled service, assume we will not be coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact our representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas any areas where sealer has not bonded.

4.) Sprinklers: Should be off 24 hours prior and 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.

5.) Drainage: Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

6.) Asphalt Over-Runs: Will be billed to owner at \$125.00 per ton.

Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton.

7.) Reflective Cracking: Arrow Asphalt and Engineering will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked conditions of the existing asphalt pavement.

8.) Driving on surface: Once you start driving on paved/ sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on freshly paved/ sealed asphalt surface, scuffing and turn marks will be evident, no worries in time they will blend with surrounding surface.

Other Terms and Conditions:

1.) 90% of contract amount and change orders must be paid prior to completing punch list items and/ or any changes for additional work required by cities or municipalities.

2.) Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at the commencement of the work will be relocated on site and billed to the Owner/Authorized Agent

3.) Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by management/ Board President/ Building Owner (whichever applies.)

4.) Arrow Asphalt and Engineering will not be responsible for paint adhesion to car stops that have not been pressure cleaned.

5.) Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.

8.) Additional mobilization to be billed at \$900.00 each for sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Other/ Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.

Initial _____

9.) Additional mobilizations to be billed at \$2,300.00 each for Concrete Services. This charge may be billed due to, but not limited to site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing.

10.) Additional mobilizaions to be billed at \$1,500.00 for paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work to due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing. Arrow Asphalt and Engineering will provide a schedule to be approved by Owner prior to any additional mobilizations.

11.) Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

Special Billing Instructions:

Please fill out the information below:

Specify Billing Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Purchase Order: _____

Provide email for eBilling: _____

Please note any particular forms, documents, and/or procedures required prior to release of payment:



GOLDEN BEACH: 1" MILLING AND RESURFACING

ATT: Mr. ALEX DIAZ, TOWN MANAGER

DATE: June 5th, 2019

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>UP</i>	<i>Total</i>
1	GENERAL CONDITIONS AND MOBILIZATION GENERAL CONDITIONS AND MOBILIZATION COSTS (Additional Mobs \$2,500)	1	LS	5,000.00	5,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	3,500.00	3,500.00
3	MILL & RESURFACE (1") GOLDEN BEACH DRIVE Include mill, load and dispose of debris, apply tack coat and 1"thick SP 9.5 Asphalt	11,990 107,910 SF	SY	15.00	179,850.00
4	PAVERS PROTECTION Include sand for protection, cleaning and dispose	3,210	SY	4.00	12,840.00
5	PAVEMENT MARKINGS (THERMO)	1	LS	9,800.00	9,800.00
6	CLEAN-UP AND RESTORATION	1	LS	9,500.00	9,500.00
TOTAL PRICE					220,490.00

EXCLUSIONS AND CLARIFICATIONS:

All work described above must be performed under one mobilization.

Final contract amount will be based on completed and accepted quantities based on above unit prices.

Performance bond not included. Add 2.75% if required.

All work to be performed during daylight hours. Add 1.5 x labor costs for night work.

Fees for plant opening at night not included.

Permit fees by owner.

If needed, Town to provide for police services at no cost to SEC.

Owner to provide staging area.

Cost of restoration work (other than sod) of affected areas to be priced by SEC and approved by the Town prior SEC performing the restoration work.

Testing by owner.

Minimum charge for milling is \$6500.00 per day.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 17, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

5

**Subject: Resolution 2620.19 – Approving the Proposal from Mills
Electric Service For The Purchase and Installation of Electrical
Generator Equipment**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2620.19 as presented.

Background:

Following Hurricane Irma in 2017 it became evident that the Town's Stormwater Pump Station System were vulnerable in that the back-up generators had to be manually started so that the pumps would run.

During the months following Irma the Town applied to FEMA for funds to install Automatic Transfer Switches for the generators at the North and South Park Stormwater Pump Stations. The Town has received a preliminary award of approximately \$60,250.00 for this project.

After attaining proposals from three vendors, the most competitive and responsible vendor submitted a proposal for \$84,500.00. We are seeking approval to finalize the grant award with FEMA and authorize the work to be performed by Mills Electric Inc.

Fiscal Impact:

Total Price of Project is \$84,500.00 of which FEMA will be funding \$60,250.00. The balance will be paid from by our Storm Water Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2620.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY MILLS ELECTRIC SERVICE, INC. FOR THE PURCHASE AND INSTALLATION OF ELECTRICAL GENERATOR EQUIPMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to improve the power generation system for two (2) pump stations by installing automatic transfer switches and related equipment; and

WHEREAS, the Town Manager obtained three (3) quotes for such services in accordance with Section 2-266 of the Town Code Ordinances; and

WHEREAS, the Town Council has determined that the Estimate/Quotation submitted by Mills Electric Service, Inc., attached hereto as Exhibit "A," is acceptable and will well serve the needs of the Town residents.

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

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

Section 2. Purchase Approved. The Estimate/Quotation attached as Composite Exhibit "A" are hereby approved.

Section 3. FEMA Assistance. This approval is subject to and contingent upon the Town receiving funding assistance/grant award from FEMA (through the State of Florida) for the cost of the equipment and work.

Section 4. Implementation. The Town Mayor and Town Manager are hereby directed to take all steps necessary to implement this Resolution, including the execution of the proposals/quotations.

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

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

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 17th day June, 2019

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



830 Northwest 57th Court, Fort Lauderdale, Florida 33309
Telephone (954) 640-5262 Fax (954) 640-5263 Email - generalmail@millselec.com

ESTIMATE FOR ELECTRICAL SERVICES

Date: March 21, 2019
Submitted to: ATT: Al Caruso
Craig A. Smith Associates
21045 Commercial Trail
Boca Raton, FL 33486
561-314-4454

Submitted for: **Town of Golden Beach**
North and South Park ATS Installation

Mills Electric Services proposes to provide labor and material for the scope of work listed.

Work listed below will be done at both sites

- Provide and install two new stainless steel racks per detail for ATS and Generator connection box
- Provide and install one new 200 amp ATS NEMA4X per specs
- Provide and install one new generator connection box from Sta-Con
- Provide and install 2 1/2" rigid conduit with three 3/0 and one #1 ground from new ATS to existing main disconnect, from ATS to new generator connection box, and from ATS to existing control panel
- Connect new wiring to existing main disconnect and existing control paneling
- Provide and install one 3/4" flex conduit with six #14 wires from new generator connection box to existing generator housing.
- Provide and install two new 3/4" conduits with three #12 wires from new generator connection box to control panel
- Provide and install one new 3/4" conduit with eight #14 wires from generator connection box to new ATS
- Provide and install 12-3 SO cord from new generator connection box to existing generator per plans

Estimated Total Cost = \$84,500

General Notes Concerning this Project

- Mills Electric Service is not responsible for the condition of the existing circuits or equipment at these sites
- Work to be performed during business hours 7am to 4pm.
- All work to be done in a professional manner.
- Provide daily cleanup to Owner furnished dumpster.
- All concrete work is **by others**
- All asphalt cutting and patching is **by others**



830 Northwest 57th Court, Fort Lauderdale, Florida 33309

Telephone (954) 640-5262 Fax (954) 640-5263 Email - generalmail@millselec.com

EXCLUSIONS / QUALIFICATIONS

The above mentioned price does not include the following:

Permits and/ or fees that maybe applied to this project by any office that might have jurisdiction over this project, including but not limited to local, state or federal agencies.
Management of pedestrian and/or vehicular traffic.

We appreciate the opportunity to offer you a proposal for this project. If you have any questions or require further information on this project, please contact me at (954) 640-5262.

Sincerely,
Joshua Johnson

Joshua Johnson
Mills Electric Service

Signature of qualified representative on this document constitutes acceptance of this proposal.
Please return this document to the attention of Joshua Johnson in our office via Fax. (954-640-5263)
Accepted by:

Joshua Johnson

Mills Electric Service, Inc.

Accepted by: _____

Print: _____

Golden Beach Stormwater Pump Stations ATS Addition						
Miami-Dade County, Florida						
100% Opinion of Probable Costs						
February 6, 2019						
Items:	Units	Qty	Material	Extension (\$)	Labor (hours)	Extension (hours)
Electrical						
Power Distribution						
ATS	Ea	2	\$ 15,000.00	\$ 30,000.00	25.00	50.00
Duplex Receptacle W/ Cover	Ea	2	\$ 200.00	\$ 400.00	2.00	4.00
Generator Receptacle	Ea	2	\$ 1,600.00	\$ 3,200.00	2.00	4.00
Generator Connection Cabinet	Ea	2	\$ 8,500.00	\$ 17,000.00	24.00	48.00
Generator Modifications	Ea	2	\$ 5,000.00	\$ 10,000.00	25.00	50.00
Ground Rods	Ea	2	\$ 60.00	\$ 120.00	2.00	4.00
Conduit and Wire						
3#3/0 & 1#2GND-2 1/2"	Lf	200	\$ 26.89	\$ 5,378.40	0.34	68.26
8#14-3/4"	Lf	100	\$ 3.05	\$ 305.04	0.15	14.59
2#12 & 1#12GND-3/4"	Lf	170	\$ 2.38	\$ 403.92	0.11	18.28
6#14-3/4" Flex	Lf	50	\$ 2.66	\$ 132.84	0.11	5.70
120V WP Cable W/ 2#12 & 1#12 GND	Lf	50	\$ 2.68	\$ 133.80	0.11	5.38
#2 bare copper ground	Lf	40	\$ 5.58	\$ 223.20	0.04	1.79
Instrumentation						
PCP Modifications	Ea	2	\$ 500.00	\$ 1,000.00	40.00	80.00
Misc @ 15%	Ea	1	\$ 10,244.58	\$ 10,244.58	18.13	18.13
Total Material Cost:				\$ 78,541.78		
Total Labor Hours:						372.13
Rate per Hour:				\$ 70.00		
Total Labor Cost:					\$	26,048.99
Overhead & Profit (15%)					\$	15,688.62
Total estimate:					\$	120,279.39

April 16, 2019

Craig A. Smith & Associates
21045 Commercial Trail
Boca Raton, Florida 33486
Attn: Al Caruso

RE: Town of Golden Beach (North and South Park ATS Installation

Work to Include:

1. Furnish and install new ATS for existing pump station per plans provided on 4/2/19 via email.
2. Furnish and install new generator connection box on rack as per plans.
3. Provide all the necessary conduit and wiring to complete work listed in items 1 and 2.
4. Coordinate with FPL for all connections and/or disconnections as required.
5. All permitting and inspections as required.
6. All testing as specified.
7. All documentation and as-builts as required.

Proposal Does Not Include:

- Temporary bypass or pumping.
- Telemetry or communication.
- New control panel, meter/meter can, disconnect (installation or replacement)
- Work inside wet well of any kind.
- Floats, Monitoring Devices, Hooks or Rails
- Surveying, Delineation or Mapping
- Connection to the flow meter or metering system.
- Any FPL (transformer/primary wiring), Telecommunication, and Security pole work (from transformer to FPL pole).
- Generator or Appurtenances
- X-Ray of existing slabs
- Concrete cutting or coring.
- Access panels of any kind.
- Overtime is not included (Work hours from 7:30am to 3:30pm)
- A.C., Security or Telephone, equipment, cabling or installation of any kind (except for those items listed in item #4).
- Underground obstructions, utilities & dewatering
- Painting of any kind.
- Damages to hidden underground utilities
- Landscaping including sod, trees, plants, mulch, etc.
- Patching, repairing or painting of asphalt and concrete, parking lots, walls or floors

- Fire caulking/sealing of any conduits and equipment
- Required dewatering or pressure vacuuming

NOTES:

- All underground utility companies must be given 48 hours to locate before digging.
- Material lead time is 3-4 months after submittal approval.
- Must be given 2 weeks notice prior to commencement.
- Price included for wires in this proposal is based on copper prices at the time work was proposed. If an increase in price should occur at the time the material for aforementioned work is ordered, the price of said material shall be adjusted to cover the difference

North Park Pump Station Total \$98,500.00

South Park Pump Station Total \$94,500.00

Total \$193,000.00

- This proposal is valid for 30 days.
- Payment Breakdown: Deposit-20% of Total Upon Approval
 - 40% Once All Equipment and Materials Are Delivered
 - 20% Upon Substantial Completion.
 - 20% Upon 100% Completion and Acceptance

Respectfully,

Armando Bernal

Armando Bernal
 A. Bernal Services Corp. (ABS Corp)
 6910 Main Street #251
 Miami Lakes, FL 33014
 (786) 299-6806

TO ACCEPT:

_____ Print Name and Title

_____ Signature

_____ Date

Please email to armando@abernalservicescorp.com