



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Agenda for the November 19, 2019
Regular Town Council Meeting called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

RECOGNITION OF TOWN'S 5K COMMITTEE

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

**1. An Ordinance of the Town Council Amending the Town's Code
Chapter 14, Section 14-86 Lawn Mowers and Power Tools.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH,
FLORIDA, AMENDING THE TOWN'S CODE OF
ORDINANCES TO REVISE CHAPTER 14,
"ENVIRONMENT," BY AMENDING SECTION 14-86, "LAWN
MOWERS AND POWER TOOLS", PROVIDING FOR
CODIFICATION; PROVIDING FOR CONFLICTS; AND
PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 590.19

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 590.19

L. ORDINANCES - FIRST READING

2. An Ordinance of the Town Council Amending the Town's Code Chapter 46, Section 46-85 Height of Seawalls and Docks.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING ARTICLE IV OF CHAPTER 46 ENTITLED WATERWAYS, SEC. 46-85. HEIGHT OF SEAWALLS AND DOCKS AND EXTENSIONS OF DECKS OF DOCKS; TO ALLOW THE DECK OF A DOCK TO BE CONSTRUCTED AT THE A MINIMUM SEAWALL HEIGHT OF 3,425 NAVD-88 OR AT MAXIMUM SEAWALL HEIGHT OF 4,425 NAVD-88; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Ordinance No. 591.19

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 591.19

M. QUASI JUDICIAL RESOLUTIONS

None

N. CONSENT AGENDA

- 3. Official Minutes of the September 17, 2019 Local Planning Agency Hearing**
- 4. Official Minutes of the September 26, 2019 Final Budget Hearing and Special Town Council Meeting.**
- 5. A Resolution of the Town Council Approving a Mutual Aid Agreement between the Town and the Village of Miami Shores.**

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

Exhibit: Agenda Report No. 5
Resolution No. 2654.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2654.19

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

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

Exhibit: Agenda Report No. 6
Resolution No. 2655.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2655.19

O. TOWN RESOLUTIONS

7. A Resolution of the Town Council Authorizing the Issuance of Tax-Exempt Bonds or Notes for up to \$4,000,000.00 to Finance the Costs of A New Civic Center.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, INDICATING THE OFFICIAL INTENT OF THE TOWN TO ISSUE TAX-EXEMPT BONDS OR NOTES IN THE AMOUNT OF UP TO \$4,000,000 TO FINANCE THE COSTS OF CONSTRUCTION, INSTALLATION AND FURNISHING OF A NEW CIVIC CENTER WITHIN THE TOWN AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS OR NOTES TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2656.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2656.19

8. A Resolution of the Town Council Authorizing the Issuance of a Capital Improvement Revenue Note Series 2019 to Finance the Costs of a New Civic Center.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN

OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2019, OF THE TOWN OF GOLDEN BEACH, FLORIDA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$4,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION, INSTALLATION AND FURNISHING OF A NEW CIVIC CENTER COMPLEX MASTERPLAN, AND PAYING COSTS OF ISSUANCE OF THE NOTE; AWARDING THE SALE OF THE NOTE TO CITY NATIONAL BANK OF FLORIDA; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING OTHER PROVISIONS RELATING TO THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2657.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2657.19

9. A Resolution of the Town Council Approving An Employment Agreement with Ingrid Gooden.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING an EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE INGRID GOODEN TO PROVIDE ACCOUNTING SERVICES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2658.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2658.19

10. A Resolution of the Town Council Appointing Members to the Civic Center Complex Masterplan Selection Committee.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING MEMBERS TO THE CIVIC CENTER COMPLEX MASTERPLAN SELECTION COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2659.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2659.19

P. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

- Individual Properties Ground Saturation

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
None Requested

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: November 19, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manger

Subject: **Ordinance No. 590.19 – Amending The Town’s Code To Revise
Chapter 14, Amending Section 14-86, Lawn Mowers and Power
Tools.**

Item Number:

1

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 590.19 as presented.

Background:

At the August Town Council meeting a discussion was held pertaining to limiting the hours that Landscaping can take place on the weekends. Per your direction, the ordinance proposed changing the hours in which landscaping is allowed on the weekend from 8:00 a.m. to 8:00 p.m., to 10:00 a.m. to 8:00 p.m.

There were no changes recommended during first reading.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 590.19

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REVISE CHAPTER 14, "ENVIRONMENT," BY AMENDING SECTION 14-86, "LAWN MOWERS AND POWER TOOLS", PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the current Code provisions of the Town and found that certain modifications are necessary and desirable to further regulate the use of lawn mowers and power tools; and

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

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

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

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

Section 2. Code Amended. That the Town of Golden Beach Code is hereby amended to modify Article III. "Noises", Division 1. "Generally" of Article II "Nuisances," of Chapter 14, "Environment" as follows:¹

CHAPTER 14 Environment

* * *

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

20 **ARTICLE III. NOISES**

21 * * *

22 **DIVISION 1. GENERALLY**

23
24 * * *

25 **Sec. 14-86. – Lawn mowers and power tools.**

26
27 It shall be unlawful for any person to operate any power lawn mower or power
28 tools for landscaping purposes ~~outside an enclosed building~~ between the hours of
29 8:00 p.m. and 8:00 a.m. the following day except when the following day
30 is Saturday, Sunday or a holiday, then the restricted hours shall be extended to
31 10:00 a.m.

32
33 * * *

34
35 **Section 3. Code Amended.** That is any section, paragraph, sentence or word
36 of this Ordinance or the application thereof to any person or circumstance is held invalid,
37 that the invalidity shall not affect the other sections, paragraphs, sentences, words or
38 application of this Ordinance.

39 **Section 4. Codification.** That it is the intention of the Town Council of Golden
40 Beach, and it is therefore ordained, that the provisions of the Ordinance shall become and
41 be made a part of the Town of Golden Beach Code of Ordinances, that sections of this
42 Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the
43 word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

51 The Motion to adopt the foregoing Ordinance was offered
52 by Councilmember Lusskin, seconded by Councilmember Einstein, and on roll call
53 the following vote ensued:

54	Mayor Glenn Singer	<u>Aye</u>
55	Vice-Mayor Kenneth Bernstein	<u>Aye</u>
56	Councilmember Judy Lusskin	<u>Aye</u>
57	Councilmember Jaime Mendal	<u>Aye</u>
58	Councilmember Bernard Einstein	<u>Aye</u>

59
60 **PASSED AND ADOPTED** on first reading this 17th day of September,
61 2019.

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

64	Mayor Glenn Singer	_____
65	Vice-Mayor Kenneth Bernstein	_____
66	Councilmember Judy Lusskin	_____
67	Councilmember Jaime Mendal	_____
68	Councilmember Bernard Einstein	_____

69
70 **PASSED AND ADOPTED** on second reading this ____ day of _____, 2019.

71

72 ATTEST:

MAYOR GLENN SINGER

73

74

75

76

77 _____
LISSETTE PEREZ

78 TOWN CLERK

79

80

81 APPROVED AS TO FORM
82 AND LEGAL SUFFICIENCY:

83

84

85

86 _____
STEPHEN J. HELFMAN

87 TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

2

Subject: Ordinance No. 591.19– Amending Code, Chapter 46 to Amend
Ordinance 581.18, Height of the deck of the dock.

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 591.19 as presented.

Background:

At the October 15, 2019 Regular Town Council meeting, the Mayor and Town Council directed staff to amend the code as it relates to decks of docks. The Council's desire is to allow for the deck of docks to be at the same elevation of seawall caps should the property owner desire to do so.

This Ordinance amends the code to allow for said to be achieved.

We will now allow for decks of docks and seawall caps to be at a maximum height of 4.425 NAVD-88, this Ordinance is changing the allowable maximum height of the deck of the dock to be at the maximum allowable seawall height of 4.425 NAVD-88.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH

ORDINANCE NO. 591.19

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING ARTICLE IV OF CHAPTER 46 ENTITLED WATERWAYS, SEC. 46-85. HEIGHT OF SEAWALLS AND DOCKS AND EXTENSIONS OF DECKS OF DOCKS; TO ALLOW THE DECK OF A DOCK TO BE CONSTRUCTED AT THE A MINIMUM SEAWALL HEIGHT OF 3,425 NAVD-88 OR AT MAXIMUM SEAWALL HEIGHT OF 4,425 NAVD-88; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the current Code provisions of the Town and find that certain modifications are necessary and desirable to update various requirements for construction of a dock; and

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

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

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

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

Section 2. Code Amended. That the Town of Golden Beach Code is hereby amended to modify Chapter 46 - Waterways of the Code of Ordinances as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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 19th day of November, 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.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT “A”

**The Town of Golden Beach, Florida Code of Ordinances
is hereby amended as follows:**

CHAPTER 46 WATERWAYS

ARTICLE IV. SEAWALLS AND DOCKS

Sec. 46-85. Height of seawalls and docks and extensions of deck of dock.

No seawall and no deck of any dock shall exceed an elevation of ~~3.425~~ 4.425 feet above the North American Vertical Datum of 1988 (NAVD-88) No cover shall be permitted to be erected in connection with any dock. The minimum elevation of the top of any seawall shall be 3.425 feet above NAVD-88 and the maximum elevation shall be 4.425 feet NAVD-88. For general historical information only, the May 8, 2018 amendment to this section, converted measurements from N.G.V.D. to NAVD resulting in revised seawall heights from a minimum of four feet N.G.V.D. to a minimum of five feet N.G.V.D. and from a maximum of five feet N.G.V.D. to a maximum of six feet N.G.V.D.




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: **Town Council Minutes**

Item Numbers:

3 & 4

Recommendation:

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

- September 17, 2019 Local Planning Agency Hearing
- September 26, 2019 Final Budget Hearing and Special Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the September 17, 2019 Local Planning Agency Hearing called for 8:30 P.M.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:07 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Kenneth Bernstein, Councilmember Jaime Mendal, Councilmember Judy Lusskin, Councilmember Bernard Einstein

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Police Chief Rudy Herbello

C. ADOPTION OF AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS

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

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

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. An Ordinance of the Town Council Amending the Town's Code to Adopt A New Chapter 62 Floods.

AN ORDINANCE BY THE TOWN COUNCIL AMENDING THE TOWN OF GOLDEN BEACH CODE OF ORDINANCES TO REPEAL LAND DEVELOPMENT REGULATIONS CHAPTER 62 FLOODS; TO ADOPT A NEW CHAPTER 62 FLOODS; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Ordinance No. 589.19

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 589.19

A motion to approve was made by Councilmember Luskin, 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 Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

D. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Mayor Singer seconded by Councilmember Luskin.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:33 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Minutes for the September 26, 2019
Final Budget Hearing & Special Town Council Meeting called for 6:00 P.M.**

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:04 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Councilmember Jaime Mendal, Councilmember Judy Lusskin, Councilmember Bernard Einstein, Vice Mayor Kenneth Bernstein (*arrived during Good and Welfare*)

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Police Chief Rudy Herbello, Finance Director Maria Camacho

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. ADOPTION OF FINAL MILLAGE AND FINAL BUDGET FOR FISCAL YEAR 2019/2020 (TIME CERTAIN ITEM)

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2019 through September 30, 2020.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2644.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2644.19

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

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye (Voted upon arrival)</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 Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2019 through September 30, 2020.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2645.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2645.19

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 (Voted upon arrival)</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

Mayor Singer stated there were no changes made since the last council meeting. The financial impact and general fund revenues and expenditures are \$9,618,811.00, the capital budget revenues and expenditures are \$342,553.00, the proposed millage rate for the Town for the fiscal year commencing October 1, 2019 through September 30, 2020 will be fixed at a rate of 7.5780 mils which is 7.5780 dollars per \$1,000 of assessed property value within the Town. The roll back rate is 7.3323, and the proposed millage rate is 7.4800 mils.

Town Attorney stated the council will conduct the hearing on both items, the public can participate, and when we come back we will vote on the millage prior to the budget.

Town Manager stated as the Mayor just discussed the combined millage rate of 8.4 mills is the same millage rate that we have had for the past couple years. He knows that you hear two different numbers tonight, one is our debt service millage rate one is our general fund millage, but the combined millage rate is still set at 8.4 mills. Tonight, they are asking the council to fund your government operations. We have five funds; put into record what those funds are.

E. PRESENTATIONS / TOWN PROCLAMATIONS

**** Presentations moved to after Town Manager report ****

A1A CORRIDOR STUDY FINDINGS – Landscape Architect Kathy O’Leary Richards gave a presentation on her findings.

Town Manager introduced what the presentation will be about. Stated the study is to find ways to enhance Ocean Boulevard, and that Kathy O’ Leary will go through her presentation, and we will speak after about how we plan on implementing her findings.

Town Manager stated what we are hoping to achieve with this study. We asked Kathy to look at each individual home and come up with minor recommendations of things that the Town can do or the homeowner. Similar to what we do with Golden Beach Drive to try and keep the corridor of Golden Beach Drive as aesthetically appealing as it is today. Allow the Town to be able to add things such as a coconut tree that will add value to the corridor.

Councilmember Einstein asked about the financial impact.

Town Manager stated we will be working with Mainguy to get a rough estimate on what it will cost for the immediate stuff, such as shrubs in front of fences and empty lots and taking down of non-natives. We will get the estimate and bring it back to you. Some of it will be done under his spending authority. Before we take this initiative, he needs to know that the council wants us to prioritize enhancing the right of way on Ocean Boulevard and wants us to start getting compliance on private properties that we feel need to do more TLC to make the corridor look grander.

Councilmember Einstein asked how many homes will need to have work done.

Mayor Singer stated about 80% of the homes.

Councilmember Einstein asked for an estimate on the cost.

Town Manager stated he believes it will be anywhere between \$60,000-\$80,000.

Mayor Singer stated that the Town Manager brings up a good point that we already do this to the residents on Golden Beach Drive

Town Manager stated we just spent so much time and money on Golden Beach Drive, we just feel it is time to enhance Ocean Boulevard. We will be looking at the homes on a case-by-case basis.

Mayor Singer mentioned needing to replace the different mailboxes on Ocean Boulevard so we can have some uniformity.

Town Manager stated this is how we are going to implement the study, Mr. Glidden will begin to reach out to the homeowners once we finalize what we want from each of the homes to begin a dialogue to try and encourage our residents to take this on as a project that they want to see done. As it relates to the right-of-way, we are going to start working on that right away. Spoke about the need for bus shelters in the north and south sides of Town because the county has been sending us money for it. That will be revisited in February or March of next year. We will try to get some preliminary numbers by the February meeting.

Councilwoman Lusskin asked if the residents on Ocean Boulevard would be notified when the work starts, even though the work will be done on the Town's right-of-ways.

Town Manager stated yes, they will be notified

Councilmember Mendal stated as long as we can keep the cost down, he is not a fan of spending another \$100,000 on maintenance again.

Town Manager stated he will definitely be cost conscious. In closing, he stated that this is a project Councilmember Lusskin brought to the administration. Have set some money aside in the budget to make this happen. Have taken a seed and really morphed a good project and a good starting point. Thanked Kathy for the leadership and assistance her and her team have provided with this project.

Mayor Singer asked for a vote to allow the Town manager to move forward.

Consensus vote 5 Ayes, 0 Nays

F. MOTION TO SET THE AGENDA

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

Councilmember Einstein asked to discuss dock heights and Halloween under discussion items.

Consensus vote 4 Ayes, 0 Nays

G. GOOD AND WELFARE

Peter Manners, 198 Ocean Boulevard

Spoke on the design build for the new town hall and how he feels it should still have that old feel.

April Snyder, 487 Center Island Drive

Spoke on the issues with water intrusion in Center Island. Stated that knowing that it is the lowest point in Golden Beach she does not understand why a pump station has not been installed there. Also spoke about the electronic sign and how inefficient it is for giving residents important information.

Town Manager stated he will be talking about the flooding on Center Island in his report

Town Manager took a point of personal privilege to recognize his mother and the Mayor's future mother-in-law.

H. MAYOR'S REPORT

Spoke on the budget process and what a smooth process it was thanks to the Town staff for all their hard work. Spoke on the new Town Hall and how it will be a great new amenity for the Town. Mentioned that the current drawings we have for the new Town Hall are not the final drawings, they are just the starting point and we do not anticipate it to look like that. Knows that with the milling and resurfacing it's a pain. Appreciates everyone's patience on this. It will take several more weeks, but once it's complete you will be wowed.

Town Manager stated that Vice Mayor Bernstein had joined the meeting. Asked Vice Mayor if he would like to enter a vote for the millage rate and budget.

Vice Mayor Bernstein stated yes, and he would like to enter an "Aye" vote

I. COUNCIL COMMENTS**Councilman Einstein**

Stated ten years ago, you did not see modern homes going up at the rate they're going up today, for the most part Mediterranean was the look – modern was not here. For the most part, 80% of the homes going up now are modern. There is going to be a challenge and a meeting of the minds as to what the final rendition of what the new building will be. Everyone will have a voice if you come out, we'll listen. You're our neighbors. The water issue – we addressed Golden Beach Drive because it was horrible, and we know Center Island is a huge problem and we will discuss it. Your words have not gone on deaf ears. We have been tremendously conscience of that. Great job on the budget. For a Town our size to put something together this cohesive, it's just great.

Vice Mayor Bernstein Couldn't agree more with Mr. Manners on his comments about the design of the new Town Hall. He sat with the Town Manager and expressed how it looks like a car port to him and not what we want in front of Golden Beach. Just like everyone said this is going to be a review process and we will have the ability to talk about it. Stated in terms of Mrs. Snyder he thinks we do not need that extra sign.

Councilmember Lusskin

Agreed with Mrs. Snyder stating she believes her area is the only area that didn't benefit at all from the CIP project in terms of the flooding, she will let the Town Manager address it. During the milling, when a car is parked on Golden Beach Drive it really is hellacious. It's ten times worse. Asked about the medjools on A1A that have been completely damaged.

Town Manager stated they are being replaced.

Councilmember Mendal Spoke on the flooding issue stating that we are going to get some financing to fix that issue – will let the Town Manager elaborate on that. Couldn't agree with Mr. Manners more. We are going to let the architect do something that makes sense for the community. Asked the police to be mindful of the Jewish holidays coming up and to be mindful of the residents that will be walking to Chabad and to make sure that the locks are open.

J. TOWN MANAGER REPORT

Gave an update as it relates to the Center Island flooding. Stated that the council approved the design and engineering of the pump station. It has been fully designed and fully permitted, and has gone to the state for permitting. On November 13th, he and the Finance Director will be flying up to Tallahassee to try and acquire funding for the pump station project. If the state does not allow us to use that funding towards the project the Mayor and he have already spoken about using commercial funding. It'll be an actual pump station on Center Island and basically what we'll be doing is recycling water.

Mrs. Snyder asked where the pump station will be located.

Town Manager stated that it will be located where the boat dock is. The canal maintenance project is finally going to start. DERM approved the staking out, you will start to see dredging work in the canals. As it relates to road work, it is going to be very difficult because we do not have parking areas. Just finished the seal coating process. Now we are going to mill all of Golden Beach Drive. We will do seven sections of asphalt, when we do the asphalt in your section, there is no driving on that asphalt for at least twenty-four hours. For the residents asking why not do one lane first than the other lane. He reminded the residents when you do it that way you get the ugly center seam that you see in every other community. The reason we tell you the night before is because it is weather permitting. He is not approving the seal coat process that was applied on Center Island so they will be redoing that section. For the South Island residents, the south side of the bridge will be done again because of the flooding. Just this week we started putting in the new drains in Tweddle Park for the tennis courts, the pickleball court will follow soon after. The roof work at both the Public Works building and Town Hall are completely done. We have some issues with the stormwater system in North Park, so you are seeing some construction there, bear with us. There is an over-whelming number of residents who are having issues with their water bills. The North Miami Beach water department will be at the October meeting to talk about what they are doing as it relates to water bills. Mr. Glidden is currently working on seventy active cases of where homes feel that they are being over billed. As a reminder to residents, whenever you host a special event in Town it is imperative that you make Town Hall aware and pull a special event permit because parking can be a big issue in Town. If you are expecting more than twenty guests at your house your code requires you to pull a permit. Thanked the council and residents for the staff's bonuses. Thanked the Finance Director and the Town Clerk for all their hard work.

Vice Mayor Bernstein asked about the seal coating schedule.

Town Manager stated that the milling will commence on Wednesday. Once the milling crew goes through, there's an asphalt crew that comes in and begin to asphalt in sections. You'll get noticed the night before that your section is being done. You'll be asked the morning of to move your car and you won't be able to drive back in for 24 hours. Depending on where you live will determine what gate you're going to be exiting and entering from. We're trying to do everything we can to minimize the impact to you. It takes 24 hours and we're going to help you through it.

Vice Mayor Mendal asked where the residents would be parking

Town Manager stated it all depends on which section they are on

Councilmember Bernstein asked how long this project will take

Town Manager stated that we are hoping the disruption is for only two weeks, we are not doing this intentionally it takes twenty-four hours and we will do everything to help you out.

*****Moved back to the Presentations*****

K. TOWN ATTORNEY REPORT

None

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

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

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

Exhibit: Agenda Report No. 3
Resolution No. 2646.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2646.19

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

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

Exhibit: Agenda Report No. 4
Resolution No. 2647.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2647.19

Consensus vote 4 Ayes, 0 Nays. Items O3-O4 pass. (**** Councilmember Mendal stepped out during the vote ****)

P. TOWN RESOLUTIONS

5. A Resolution of the Town Council Approving the Issuance of A Request for Proposals (RFP) for the New Town Civic Center, Including Design Criteria.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A DESIGN-BUILD PROJECT FOR THE NEW TOWN CIVIC CENTER, INCLUDING THE APPROVAL OF DESIGN CRITERIA FOR THE CIVIC CENTER COMPLEX MASTERPLAN PROJECT.

Exhibit: Agenda Report No. 5
Resolution No. 2648.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2648.19

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>Nay</u>

Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

The motion passed.

Town Manager put into record concerning the A1A Corridor that the Police Chief does not want anything that will obscure the police visibility from being able to see the property, and of course we will take that in to account.

Town Manager spoke on the item. Stated although this may not be the building we get, the design criteria does call for a building that looks like this. So, we need to talk about how a design criteria formulates and molds to what you are looking for. The residents have asked for four things, build something without raising our taxes, keep the design to scale with the community, design the project that also provides a new amenity to our residents, and explore the possibility of using the existing site as a possible funding source or repurpose. Two things are not going to happen, residents will not have a chance to give feedback in terms of what the building should look like or what we are to build. The way a design criteria design build team project works is we set forth the basic elements of what we want in terms of programming, and use. You will get a building on stilts you will get a minimum square footage of offices as outlined in the criteria package we gave to you. Those are the minimum elements the responders have to respond to. All responders will submit their proposals to us, a design plan with floor plans, site plans and costs. You will appoint a selection committee to rank the respondents. Once the respondents are ranked the Mayor and he will make a recommendation with Lissett's input in terms of which was most responsible and delivered the minimums set forth in your designing criteria. There is no feedback, we may tweak a window or wall but in terms of what they present, we will select the most responsive. After we select a firm than we sit down and start to design, we can tweak what is being recommended.

Councilmember Lusskin stated that he is making it sound like they are stuck with stilts whether they like it or not.

Town Manager stated if the respondents don't respond to the design criteria that they set tonight, they could reject all of the responses.

Town Attorney stated that you should put within your request for proposals, if you have a preference of architectural design so that people understand a style that we may be looking for. Does not want you to think you have no input. The design criteria primarily is your program, the details and the methods you decide. From an aesthetic standpoint, if you want to tell these proposers that you're looking for a more modern design or not.

Town Manager stated that all of these questions you're asking, you already resolved. At your April meeting, we discussed all of these details.

Councilmember Einstein stated that this building is going to have a flat roof, which by nature is a modern design. Understands that we need parking, there's a minimum square footage, and has to have a flat roof.

Mayor Singer stated as well that what he discussed with the Town Manager and Lissett is that the reason it is on stilts is sea level rise

Vice Mayor Bernstein stated that he doesn't like it.

Town Manager stated that they spoke about creating a parking deck or parking on the roof but because of budgetary constraints we took it off the table. It's not that we didn't hear you.

Vice Mayor Bernstein stated that it's not that they didn't hear him, but he voiced these complaints before.

Town Manager stated that the residents will be invited, there is an oral presentation by each of our respondents that is required. You are allowed to have feedback on the final selection, there will be minor tweaks, but in essence your giving us the shell and the footprint of what you want. If a design build company comes in and can give me a building with a parking deck and it's on the ground level for less than \$5 million dollars, we will accept that, but the budget drives your design and drives what you get delivered. The \$5.2 million is for three sites and five projects.

Vice Mayor Bernstein stated he doesn't know how accurate that it would cost another \$2 million to add parking without the building being on stilts. Asked if they have met with companies to see how much it would cost

Town Manager stated that they have met with six individual companies that have provided feedback on what a parking deck would cost and it looks like it would cost another couple million dollars.

Mayor Singer stated that people have asked time and time again for a space to have events and the point is to create a rooftop area where they can have functions and not a parking lot.

Councilmember Lusskin asked what we are going to end up with

Town Attorney stated that hopefully you're going to end up with proposers who come forward meeting your criteria and are really talented architects who want to be involved because this is a public building.

Vice Mayor Bernstein asked if whatever the criteria is today that if this is the extent of this councils involvement, then we will have a committee that will decide from that, then present it to the Mayor and Manager

Town Attorney stated that the first part of the process, although its combined, is the qualifications process, that is to weed out the people that are most qualified and who have presented a sufficient package in terms of giving us what it is that we are asking for. There is another element of it which is the actual architectural design that you guys are focused on and want some input on. You are going to have three proposers ranked; we have to have at least three. You do not have to have the number one ranked firm you can pick which ever design you like best. Just because they put in a conceptual design does not mean you're stuck with that design. There will be a process of

negotiating the contract, coming up with parameters, and an actual design that we will refine through that process that will go to contract with. It is not like they come in and that's it. There is a prebid meeting where everyone can ask questions. Everyone will submit after the Prebid meeting their final proposal. Then we have a committee who will go through these things, do they have five years of experience, do they have the insurance coverages they need, do we like their design team, do they have a principal in charge of the project that is workable, and are they bondable because it is a public project. We will go through all of that and weed out the ones who are qualified, then your committee will rank them. You will have at least three people to choose from to then engage in a contract negotiation with. They know going into it if they can give you all of the things you want for \$5 million.

Councilmember Lusskin asked if there will be any change orders mid-way through

Town Manager stated that is the reason we are going with a design build, they will give us a pallet to start with, we cannot go too radical from that pallet because we are trying to negotiate an all in, no change order for \$5.2 million. We can initiate a change order but they cannot. If they miss something that is on them.

Vice Mayor Bernstein asked if once the three bidders have been ranked, are we going to be able to have a meeting where the public can look at the three and then the council will decide on it

Town Attorney stated yes you will.

*****Lissett Rovira continued with the presentation*****

Vice Mayor Bernstein stated he is not comfortable making this decision today. He understands the administration's position, but he did not realize that we will be voting today on the design criteria. He had a family emergency, and this was not his biggest priority. This is such a big thing and he is uncomfortable voting for this and saying this is the criteria he is comfortable with. He did not realize today was the only day to put out the input and that all of the stages will be based off of today. He would like to defer this to be able to scrutinize it better.

Councilmember Mendal asked if we are voting on this item tonight

Town Attorney stated yes

Town Manager stated that in terms of your design criteria we have sent that to your resident experts, and they have each been individually responding to him with their feedback and we have been incorporating the comments that we feel are important. Somethings they are not in consensus on.

Councilmember Mendal asked if he can tell them as they go through it tonight where there was not a consensus

Town Manager stated yes

Councilmember Einstein asked if there is a consequence if they delay making a vote tonight

Town Manager stated no there is no consequence at all, also stated that administration is not the one driving the time schedule, the council is. Stated that when he sat down and talked about the budget to the council four out of the five stated they wanted it on right away.

Councilmember Lusskin state that is true

Town Manager stated that he wanted you to, during the individual meetings, critique it and tell us what works and what doesn't.

Councilmember Einstein stated yes but it is a different scene when they are all together than when they met individually

Town Manager stated this is your only venue, you are not allowed to privately speak to each other

Vice Mayor Bernstein stated he agrees with him, but he would have liked for it to be a longer meeting where we start at 6 and not have presentations but instead only discuss this item. He pointed out the safety detail issue, but this is just one of his concerns.

Mayor Singer stated that he knows that the Town Manager has been pounding the Vice Mayor to look at it for weeks and he has not

Vice Mayor Bernstein stated he just needs more time

Town Manager stated that there is one criteria for the council chambers dais, we do want an L shaped dais. This administration does not believe that the administration should be a part of the main dais with the council. Asked if the councilmembers agree.

*****Councilmembers agreed*****

Councilmember Einstein asked how many square feet is the EOC

Lissett Rovira stated about 550 square feet

Councilmember Einstein asked if there will be an alternate use of the bunker while it is not being used as an EOC

Town Manager stated it will be strictly for staff but primarily a bunker/storage room

Councilmember Mendal asked if there is a cost difference if they choose to go with or without a bunker

Town Manager stated very minimal, because if we take it out we would have to put windows instead so that would cost the same

Councilmember Bernstein asked if the backup generator will service the entire building or just certain areas

Lissett Rovira stated there will be a generator for the entire building and a smaller generator for the bunker

Councilmember Einstein asked about what is going to be wireless

Town Manager stated for government we have to be hardwired to limit the exposure we have for possible hacking

Councilmember Mendal asked what the reason is as to why we are using such expensive windows as our minimum choice

Town Manager stated they are more cost efficient and more green

Town Manager asked the council where they feel that we are wasting money on this project

Councilmember Einstein stated no one is saying we are wasting money. Questioned how we are going to maintain the new building.

Town Manager stated we set aside in our budget x number of dollars for operating, maintenance, and debt service. The rate today shows that we are going to have enough excess in our debt service allocation to meet our operational needs.

Mayor Singer stated if you look at the bid document we are at the stage where we need to go to the next level.

Councilmember Mendal asked about the committee that will be formed for this, who will be picking them

Town Manager stated the council will be in charge of it

Town Attorney stated Lissett Rovira will be part of the committee

Town Manager asked if the Vice Mayor still wants to delay the vote

Vice Mayor Bernstein stated yes, he would like to postpone it for another month for him to be able to look over the package again, he did not realize this was his one chance to have a say in the bid

Councilmember Einstein asked if we go forward tonight what is the cost we're spending to go forward

Town Manager stated if they approve the RFP and design criteria as it is tonight. He and the Town Clerk will work together to issue an RFP by next Friday. It will go out to bid, the bidding community will meet with him by October 29, 2019 for a mandatory prebid meeting. There is no cost.

Vice Mayor Bernstein stated he would like the opportunity to have an extra thirty days to take a look at it to have the ability to raise any issues he may have with the council.

Councilmember Lusskin stated she liked that we were able to go through it from beginning to end. But she doesn't know if she will be able to know or do anything more at a later date than today.

Town Attorney stated that you can make a motion to differ

Councilmember Mendal stated he personally doesn't feel like there is anything else he can contribute to the specifics, he is ready to vote. He made the assumptions and clarified tonight that they have done the studies, and consultations with the experts.

Town Attorney stated he thinks they should make a motion to differ.

A motion to differ was made by Vice Mayor Bernstein, seconded by Councilmember Einstein.

On roll call, the following vote ensued:

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

The motion failed.

**** *The Mayor now called for a roll call vote on the original motion.* ****

On roll call, the following vote ensued:

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

The original motion passed.

Mayor Singer stated he respected the Vice Mayors opinion

Vice Mayor Bernstein stated he does not like the way this happened and does not like the fact that he spoke to the Manager five months ago and he finds out five days again that most of it was not approved.

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

- Update on Funding for the Civic Center Complex Masterplan

Town Manger stated in addition to the funding he wanted to remind the Council of the timeline that was attached to the item. Was there any feedback that they were willing to provide us. On October 4, 2019 we plan on releasing the RFP on Demand Star and using a series of emails we

collected from neighboring cities. October 29, 2019 is the mandatory prebid meeting. December 6, 2019 by noon the RFPs are due.

Town Attorney asked how much time they are giving to people to respond.

Town Manager stated that it would be only 6 weeks.

Town Attorney stated that he felt that that wasn't enough time for you to get a good amount of respondents.

Mayor Singer stated to push the timeline by thirty days

Councilmember Mendal stated if we are going to do that than we might as well give Vice Mayor Bernstein the extra thirty days

Town Manager stated to make everyone happy how bout instead of giving thirty days what if we do an additional fifteen days. Also, stated that the timeline put together for this was the same timeline that Dania Beach put together for their project of similar scope.

Town Attorney stated that you could lose people who would say I would normally respond to this, but I don't have the time to put the bid together.

Town Manager stated we are just going to shift everything by two weeks and require the RFP's to be due to us by the end of January. Stated we will give the Council and Town until the October 15, 2019 meeting. If there is a substantial change to design criteria we will take a revote.

Town Attorney stated that at the next meeting you can make a motion for reconsideration.

Town Manager stated if nothing changes tonight's vote stands.

Mayor Singer asked if nothing changes when will it go out out bid

Town Manager stated October 19, 2019 and he would want it back at the end of January.

Councilmember Mendal asked when will the selection committee be picked

Town Manager stated they will be appointed at the November meeting

Mayor Singer stated that the Manager and him met with six banks and narrowed the list down to three. Next meeting he will bring those three proposals and we will go from there.

Vice Mayor Kenneth Bernstein:
None Requested

Councilmember Judy Luskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Bernard Einstein:

Asked about the ordinance that now allows seawalls to be 6-5 feet NGVD and if the docks need to be lower, he would like to revisit those ordinances. Also, asked about the Halloween party and stated that some Golden Beach residents have complained that during

Halloween maybe we want to potentially limit the cars that come in to Golden Beach to residents only and potentially two guest passes per resident.

Town Attorney state that they will bring back a revision at the next meeting for that ordinance

Town Manager stated that last year the residents became very upset about the Halloween event with the number of people at the event and the amount of cars. He has made it abundantly clear that he is not turning anyone away. Trying to find a way to limit the amount of vehicles coming into Town. During the event you can either uber or walk into the Town. It is not set in stone that is why it is up for discussion tonight.

Mayor Singer stated that he thinks if they do what they did last year it is sufficient, he would hate to turn people away.

Councilmember Lusskin stated that there was a tremendous amount of traffic last year after the Halloween party and she took an unbelievable amount of complaints. Thinks that there needs to be some element of control.

Vice Mayor Bernstein stated that kids want to go where their friends are. Now we have a good party coming and they all want to come over here.

Town Attorney stated that at cocoa plum the police at some point in time made a determination when there were too many people that they would not allow any more cars in.

Councilmember Mendal stated that he did get a lot of complaints after last year that there were too may people.

Town Manager stated that we believe our event should be open to everyone, however, limit the vehicular traffic. We could let vehicles go south and park at the south side, or we can make them park in Hallandale or Sunny Isles and walk in. We are not going to check IDs or do wrist bands. People who come here are not random they are either residents or have been invited by a resident. Stated the Mayor, Chief , and he will come up with some suggestions for the October meeting.

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Mayor Singer seconded by Councilmember Mendal.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 10:27 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Resolution No. 2654.19 - Approving a Mutual Aid Agreement
with the Village of Miami Shores Police Department

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2654.19 as presented.

Background:

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

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

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2654.19

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

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the Village of Miami Shores Police Department, Florida, attached to this Resolution as Exhibit “A” between the Town and the City of North Miami, 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 19th day of November, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



"Dedicated To Your Safety"

Miami Shores Police Department

9990 N.E. Second Avenue
Miami Shores, Florida 33138
(305) 759-2468
(305) 795-2212 Fax

Kevin Lystad
Chief of Police

October 25, 2019

Chief Rudy Herbello
Golden Beach Police Department
1 Golden Beach Drive
Golden Beach, Florida 33160

Re: Mutual Aid Agreement

Dear Chief Herbello:

The Mutual Aid Agreement, which exists between the Miami Shores Police Department and the Golden Beach Police Department, is set to expire. We have enclosed two original Mutual Aid agreements for your review and approval by your appropriate authorities to ensure continued mutual support as described in Chapter 23, Florida Statutes, Florida Mutual Aid Act.

If the enclosed Mutual Aid Agreements meet the requirements of your municipality, please effect the execution, as appropriate, of the two original documents. Please retain one original copy of the agreement for your record and return one original signed document to:

Jennifer Spotts
Miami Shores Police Department
9990 N.E. 2nd Avenue
Miami Shores, FL 33138

Upon receipt of the executed agreement, it will be considered effective as described in the document and will supersede all prior mutual aid agreements with our agency. Our agency shall file the necessary paperwork with the Florida Department of Law Enforcement as required by Florida Statute. If you have any questions concerning the mutual aid agreement, please contact my Executive Assistant, Jennifer Spotts, at (305) 759-2468.

Sincerely,



Kevin Lystad
Chief of Police

MUTUAL AID AGREEMENT

Between Miami Shores Village
and the Town of Golden Beach

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

Whereas, Miami Shores Village and the Town of Golden Beach are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under § 252.34, Florida Statutes; and,

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

Whereas, Miami Shores Village and the Town of Golden Beach have the authority under § 23.12, Florida Statutes, *et seq.*, the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, Miami Shores Village, a Florida municipal corporation, and the Town of Golden Beach in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: SHORT TITLE: Mutual Aid Agreement

SECTION II: DESCRIPTION

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

SECTION III: DEFINITIONS

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

supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- b. Agency or participating law enforcement agency: Either the Miami Shores Police Department or the Golden Beach Police Department.
- c. Agency Head: Either the Chief of the Miami Shores Police Department, or Chief's designees; and the Chief of the Golden Beach Police Department, or the Chief's designees.
- d. The participating police department: The police department of any municipality in the State of Florida that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION IV: OPERATIONS

- a. In the event that a party to this agreement is in need of assistance as set specified in the applicable joint declaration, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.
- b. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. The agency head's decision in these matters shall be final.
- c. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid, as determined by the furnishing party.
- d. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency. However, each employee shall also be subject to the personnel rules, regulations, procedures, and policies applicable to his or her employing agency.

- e. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.
- f. Whenever an officer or other employee is rendering assistance pursuant to this agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.
- g. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
 - 1. The identity of the complainant.
 - 2. An address where the complaining party can be contacted.
 - 3. The specific allegation.
 - 4. The identity of the accused employee(s) without regard to agency affiliation.

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

SECTION V: POWERS, PRIVILEGES, IMMUNITIES, COSTS

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

Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- e. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- f. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.
- g. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

SECTION VI: INDEMNIFICATION

- a. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement, agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes.
- b. Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, Florida Statutes.

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

SECTION VII: FORFEITURES

- a) In the event that a participating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- b) All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action.

SECTION VIII: CONFLICTS

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

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2025. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon sixty (60) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.

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



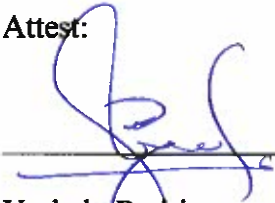
Thomas Benton
Village Manager
Miami Shores Village, FL

Date: 10-30-19

Alexander Diaz
Town Manager
Town of Golden Beach

Date: _____

Attest:



Ysabely Rodriguez
Village Clerk
Miami Shores Village, FL

Attest:

Lissette Perez
Town Clerk
Town of Golden Beach

Approved as to form
and legal sufficiency:

Approved as to form
and legal sufficiency:



Richard Sarafan
Village Attorney
Miami Shores Village, FL

Stephen Helfman
Town Attorney
Town of Golden Beach

Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, P.O. Box 1489, Tallahassee, FL 32302, attention: mutual aid, or fax to 904-488-1760.

**JOINT DECLARATION OF THE CHIEF OF THE
MIAMI SHORES POLICE DEPARTMENT
AND THE CHIEF OF THE GOLDEN BEACH POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

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

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

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

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

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

DATE: 10/29/2019



Kevin Lystad
Chief of Police
Miami Shores Police Department

ATTEST:



Village Clerk

DATE: 11/7/2019



Rudy Herbelle
Chief of Police
Golden Beach Police Department

ATTEST:

Town Clerk




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2019

To: Honorable Mayor Glenn Singer &
Town Council Member

From: Alexander Diaz, 
Town Manager

Subject: Resolution No. 2655.19 – Approving an Agreement between
the Town of Golden Beach and the State Attorney's Office

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2655.19 as presented.

Background:

The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney prosecution of town ordinances is approved in the form attached as Exhibit "A" ("Agreement").

In order for the State Attorney to prosecute an Ordinance Violation (if it were ever needed) requires this formal agreement.

Fiscal Impact:

There is no fiscal impact to the Town at this time.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2655.19

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

WHEREAS, in order for the State Attorney of the Eleventh Judicial Circuit of Florida to prosecute municipal ordinances which are not ancillary to a felony Section 27.34(1), Florida Statutes, requires the Town to enter into a contract for these prosecutions; and

WHEREAS, the Town and the State Attorney wish to have the State Attorney prosecute these cases.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement Approved. The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney Prosecution of town ordinances is approved in the form attached as Exhibit "A" ("Agreement").

Section 3. Implementation. The Town Mayor is authorized to execute the Agreement on behalf of the Town.

Section 4. Effective Date. This Resolution shall be effective immediately upon approval by the Town Council.

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 19th day of November, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**AGREEMENT BETWEEN TOWN OF GOLDEN BEACH AND THE STATE OF
FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL
CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE
ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE
_____ CODE**

This agreement is entered into this _____ day of _____, 2019, by and between Town of Golden Beach, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2019 through September 30, 2020. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II

Terms

This agreement shall expire on September 30, 2020, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.



ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.



Please Recycle

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days' notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.



IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

City Commission

By: _____
POSITION

By: _____

ATTEST

State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration



Please Recycle



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2019

To: Honorable Mayor Glenn Singer and
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

Subject: Resolution No. 2656.19 - Authorizing the Issuance of a Capital Improvement Revenue Note Series 2019 to Finance the Costs of a New Civic Center

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2656.19 as presented.

Background:

This Item is required under the Internal Revenue Service (IRS) rules, should the Town wish to use the new note to cover pre-borrowing expenditures.

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2656.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, INDICATING THE OFFICIAL INTENT OF THE TOWN TO ISSUE TAX-EXEMPT BONDS OR NOTES IN THE AMOUNT OF UP TO \$4,000,000 TO FINANCE THE COSTS OF CONSTRUCTION, INSTALLATION AND FURNISHING OF A NEW CIVIC CENTER WITHIN THE TOWN AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS OR NOTES TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") has determined that it is necessary and in the best interest of the Town to finance the construction, installation and furnishing of a new civic center (the "Project"); and

WHEREAS, the Town intends to issue tax-exempt bonds or notes (the "Bonds") for the purpose of financing the costs of the Project; and

WHEREAS, a portion of the costs of the Project may be paid from internal funds of the Town before the Bonds are issued in anticipation of the reimbursement of such expenditures from proceeds of the Bonds; and

WHEREAS, Section 1.150-2 of the Federal income tax regulations requires the Town to officially declare its intent to use proceeds of the Bonds to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes;

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 is hereby adopted, confirmed and incorporated herein.

SECTION 2. EXPRESSION OF INTENT. The Town Council intends to issue tax-

exempt Bonds in the amount necessary to finance the costs of the Project. The maximum principal amount of the Bonds expected to be issued for this Project is \$4,000,000. This Resolution is adopted solely for the purposes of complying with the requirements of the Code of Federal Regulations, Title 26, §1.150-2, and no Bonds are being issued hereby.

Section 3. 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 19th day of November, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2019

To: Honorable Mayor Glenn Singer and
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

8

Subject: Resolution No. 2657.19 - Authorizing the Issuance of Tax-Exempt
Bonds to Finance the Costs of A New Civic Center

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2657.19 as presented.

Background:

The attached term sheet and note serve as the funding instruments for the Town's Civic Center Complex Master Plan.

Fiscal Impact:

\$4-million dollar note drawn as a line of credit.

Cost will vary depending on draw schedule, repayment and varied interest rate after initial 10-year lock.

October 24, 2019

Maria Camacho
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160

Sent via email: mcamacho@goldenbeach.us with cc: AlexDiaz@goldenbeach.us

Ref: Town Hall Financing

Dear Ms. Camacho:

City National Bank of Florida ("Bank") is pleased to provide you with the following Term Sheet which outlines the basic terms and conditions currently being contemplated for the proposed extension of credit to the Town of Golden Beach.

Borrower: Town of Golden Beach, Florida (the "City")

Lender: City National Bank of Florida (the "Bank")

Type of Financing: Fixed Rate Bank Qualified Loan (the "Loan" or "Note")

Loan Amount: \$4,000,000.00

Purpose: The proceeds of the "Note" will be for construction of a Town Hall.

Collateral/Security: Covenant to Budget and Appropriate from all legally available non-Ad valorem revenue.

Repayment Terms: The Loan will have a 20-year term and 20-year amortization as follows:

- **Fixed:** Interest-only paid semi-annually for 30 months for construction, followed by the remainder of 10-year term fixed rate period based on a 20-year amortization.
- **Floating:** Following the 10-year term fixed rate period, the rate will change to the floating rate as per the Rate Indexing below for the remainder of the 20-year term.

Following the Interest-only period of 30 months abovementioned, repayment on annual Principal Payment Dates (beginning 12/1/22) and semi-annual Interest Payment Dates (beginning 6/1/20).

Closing: Expected November 20, 2019

Interest Rate: Fixed: Bank Qualified Tax Exempt (BQ) rate of currently 2.84% determined by Rate Indexing below 4 business days prior to close presumably 11/14/19.
Floating: Bank Qualified Tax Exempt (BQ) rate of currently 2.96% determined by Rate Indexing below after initial 10 year fixed rate term.

Rate Indexing:	<p><u>Fixed</u>: The rate is currently indicative and can change daily. Rate will be fixed at closing using the following formula: 10 year US Treasury Rate (currently 1.75%) plus 1.85% x (0.79 for BQ) or currently 2.84%.</p> <p><u>Floating</u>: The rate is currently indicative and can change daily. Rate will be floating after initial 10 year fixed rate term using the following formula: 10 year US Treasury Rate (currently 1.75%) plus 2.00% x (0.79 for BQ) or currently 2.96%. Rate set on a semi-annual basis following initial 10-year fixed rate term.</p>
Bank Qualification:	Borrower reasonably anticipates that the Loan will be Bank Qualified.
Pre-Payment:	The Town can pre-pay the loan at any time with no pre-payment penalty. The Town is expecting to prepay approx. \$2MM from DOJ assets recovered within 24 months of close.
Loan Fee:	None.
Authorized Signors:	Borrower's governing board shall provide Lender with its resolution or ordinance authorizing this Agreement and shall designate the Individual(s) to execute all necessary documents used therein.
Legal Opinion:	Borrower's counsel shall furnish Lender with an opinion covering the Note, the documents used herein, that the portion of payments designated as and constituting interest paid by Borrower and received by Lender is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State personal income taxes and that such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. This opinion shall be in a form and substance satisfactory to Lender.
Documentation:	Documentation will be furnished by Borrower's counsel and will be in a form and substance satisfactory to the parties. Borrower will also provide board resolutions, incumbency certificates and other documentation required by Lender.
Treatment:	The Lender intends to treat the Note as a privately placed loan versus a publicly traded security and will therefore be issued as a single obligation equal to the amount of the borrowing. The Note will not be assigned a CUSIP, registered with the DTC, feature certain transfer restrictions between bank affiliates or institutional buyers and cannot be marketed via an offering document.
Disclosure:	Lender is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and does not provide financial or tax advice.
Proposal Expiration:	November 20, 2019 unless extended by Bank

Financial Covenants: The Loan Documents will include monitored financial covenants that are customary for lending transactions of this type and appropriate in the judgment of Bank, including at a minimum:

Minimum Debt Service Coverage Ratio $\geq 1.25x$, tested annually.

All accounting terms used, unless otherwise defined differently herein, shall be construed in accordance with Generally Accepted Accounting Principles ("GAAP").

Credit Due Diligence: Additional information may be requested during the underwriting process. This term sheet is a summary regarding the financing transaction on the general terms and conditions outlined herein. This term sheet is not intended to and does not create any binding legal obligation on the part of either party. Credit, legal and investment approval have not yet been obtained for the amount or other aspects of the proposed financing, and after obtaining the same, any commitment will be subject to the negotiation, execution and delivery of final legal documentation acceptable to all parties and their counsel. Lender may change the terms or cease future consideration of the financing at any time without liability to Borrower. In any event, the terms and conditions of this term sheet, shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this proposed transaction. This term sheet does not purport to summarize all of the terms and conditions upon which the Note are to be based, which terms and conditions would be contained fully in final documentation, and indicates only the principal term and conditions under which the transaction will be considered.

Conditions Precedent to Closing:

In addition to the usual and customary conditions for lending transactions of this type, any obligation of the Bank to provide financing is subject to satisfaction of the following conditions at or prior to the Closing Date or prior to disbursement of funds as indicated on a basis satisfactory to the Bank:

1. Completion of due diligence and analysis up to the date of closing.
2. Bank receipt and satisfactory review by Banks outside legal counsel of the organizational documents of Borrower.
3. Bond counsel opinion on qualifying for tax-exempt financing.
4. Borrower's Counsel Opinion substantially in the form approved by Bank and its Counsel.
5. Subject to such other terms and conditions requested by Bank and/or its counsel.
6. Borrower to open and maintain a depository account with minimum balances of USD\$1,000,000 with Bank at close.
7. Borrower to establish and maintain its main banking services with Bank within a reasonable time after close.

Events of Default: The Loan Documents will contain Events of Default that are usual and customary for lending transactions of this type, subject to limitations and exceptions to be agreed upon, including, but not limited to, defaults based upon non-payment of

any principal, interest, fees or other charges when due under terms of the Loan Documents, misrepresentations, breach of covenants, insolvency or bankruptcy of any Borrower or Guarantor, non-compliance with law, entry of certain judgments, change of control and cross defaults with respect to other debt for borrowed money.

Bank Counsel Fees: None.

It is a pleasure to offer this financing proposal to the Town. We hope that our genuine excitement regarding the opportunity shines through in our response. As always, please don't hesitate to reach out with any questions.

Very truly yours,



Lance Aylsworth
Senior Vice President
City National Bank of Florida
lance.aylsworth@citynational.com

**Agreed to and Accepted by:
The Town of Golden Beach**

X

Authorized Signor Name:


Glenn Singson

Mayor

Title of Authorized Signor

10/29/19

Date of Term Sheet Execution

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2657.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2019, OF THE TOWN OF GOLDEN BEACH, FLORIDA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$4,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION, INSTALLATION AND FURNISHING OF A NEW CIVIC CENTER COMPLEX MASTERPLAN, AND PAYING COSTS OF ISSUANCE OF THE NOTE; AWARDING THE SALE OF THE NOTE TO CITY NATIONAL BANK OF FLORIDA; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING OTHER PROVISIONS RELATING TO THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 15, 2019, the Town Council (the "Council") of the Town of Golden Beach, Florida (the "Town") adopted Resolution No. 2651.19 (the "Initial Resolution") which among other things, determined that it is necessary and in the best interest of the Town to finance a portion of the cost of construction, installation and furnishing of a new civic center complex masterplan (the "Project"), and to select City National Bank of Florida (the "Bank") as having the best proposal to finance the Project; and

WHEREAS, pursuant to the Initial Resolution, the Mayor and Town Manager have met with the Bank, and desire to set forth the details of the Loan from the Bank and the Note to be purchased by the Bank evidencing the Loan herein;

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 is hereby adopted, confirmed and incorporated herein.

Section 2. **Authorization of Note.** Pursuant to the provisions of this Resolution and the Initial Resolution a revenue note of the Town to be designated “Town of Golden Beach, Florida Capital Improvement Revenue Note, Series 2019” (the “Note”), is hereby authorized to be issued in a principal amount not to exceed \$4,000,000 for the purpose of financing a portion of the costs of the Project and paying costs of issuance of the Note.

Section 3. **Terms of the Note.**

(a) **General Provisions.** The Note shall be issued in fully registered form without coupons as a draw down Note. The principal of and interest on the Note shall be payable when due in lawful money of the United States of America by wire transfer or by certified check delivered on or prior to the date due to the registered Owner of the Note (“Owner”) or its legal representative at the address of the Owner as it appears on the registration books of the Town. Payments shall be made in immediately available funds by no later than 2:00 p.m., Eastern time, on the date due, free and clear of any defenses, set-offs, counterclaims, or withholdings or deductions for taxes. If any payment required to be made hereunder is not paid within ten (10) days of when due, the Town shall pay to the Owner a late charge equal to five percent (5%) of the late payment. In addition, during the period in which an Event of Default shall have occurred or be continuing hereunder, the Note shall bear interest at a rate of three percent (3%) in excess of the interest rate immediately prior to the occurrence of such Event of Default (the “Default Rate”).

The Note shall be dated the date of delivery and shall be issued as one Note in the denomination of not to exceed \$4,000,000. The first draw shall be made on

the date of delivery in the amount of \$250,000.00 (the "Initial Draw"). The Note shall mature on December 1, 2039 (the "Maturity Date"). Draws will be permitted to be made on the Note from time to time, up to an aggregate maximum principal amount of \$4,000,000, in accordance with Section 4 hereof.

THE NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE TOWN OR A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY PROVISION OF THE CONSTITUTION OF THE STATE OF FLORIDA, BUT SHALL, INSTEAD, BE PAYABLE FROM AND SECURED EXCLUSIVELY BY LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF THE TOWN, AS DEFINED AND TO THE EXTENT PROVIDED IN THIS RESOLUTION. THE ISSUANCE OF THE NOTE SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFOR NOR SHALL THE NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE TOWN, AND THE OWNER OF THE NOTE SHALL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION.

(b) Interest Rate. Subject to adjustment as provided below, the Note shall bear interest initially at a fixed rate for the first ten (10) years calculated based on the amount drawn from time to time, and outstanding principal balance from the date of such draw and payable semiannually on each December 1 and June 1, (each an "Interest Payment Date"), commencing on June 1, 2020, at an interest rate equal to 2.9467% (the "Fixed Rate") per annum, through December 1, 2029 (the "Fixed Rate Period"); thereafter the Note shall bear interest at a floating rate equal to the (10 year U.S. Treasury Rate plus 2.00%) x (0.79) (the "Floating Rate") to be set on a semiannual basis commencing December 1, 2029, and reset on each Interest Payment Date thereafter to be paid on the next succeeding Interest Payment Date, until the Maturity Date or prepayment in full (the "Floating Rate Period").

(i) Adjustment of Interest Rate for Full Taxability. Upon a Determination of Taxability (as defined below) during the Fixed Rate Period, the Fixed Rate of interest on the Note shall be adjusted upward to 3.73% per annum (the "Fixed

Taxable Rate”) during the Fixed Rate Period and the Floating Rate of interest on the Note shall be adjusted upward to the 10 Year U.S. Treasury Rate plus 2.00% (the “Taxable Floating Rate”) to be set on a semiannual basis during the Floating Rate Period on each Interest Payment Date until the Maturity Date or prepayment in full, retroactive as of the date of the Determination of Taxability event. In addition to the payments of principal and interest on the Note required to be paid pursuant to the terms of this Resolution and the Note, the Town hereby agrees to pay to the Owner an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code of 1986, as amended (the “Code”)) owed by the Owner as a result of the occurrence of a Determination of Taxability. All such interest, penalties on overdue interest, and additions to tax shall be paid by the Town on the next succeeding Interest Payment Date following the Determination of Taxability. A “Determination of Taxability” shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any Note is or was includable in the gross income of an Owner of the Note for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Town has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Note, and until the conclusion of any appellate review, if sought.

(ii) Adjustment of Interest Rate for Loss of Bank Qualified Status. So long as no Determination of Taxability shall have occurred, upon the occurrence of a Loss of BQ Status (as defined below), and for as long as the Note remains outstanding, the interest rate on the Note shall be converted to the Adjusted BQ

Rate (as defined below). In addition, upon a Loss of BQ Status, the Town shall pay to the Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Note during the period of time from the date of issuance of the Note to the next succeeding Interest Payment Date, and (B) the amount of interest that would have been paid during the period in clause (A) had the Note borne interest at the Adjusted BQ Rate, and (ii) an amount equal to any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such as a result of the Loss of BQ Status.

A certificate of the Owner as to any such additional amount or amounts, in the absence of manifest error, shall be final and conclusive. In determining such amount, the Owner may use any reasonable averaging and attribution methods.

As used in the preceding paragraph:

“Adjusted BQ Rate” shall mean, upon a Loss of BQ Status, the interest rate per annum that shall provide the Owner with the same after tax yield that the Owner would have otherwise received had the Loss of BQ Status not occurred, taking into account the increased taxable income of the Owner as a result of such Loss of BQ Status. The Owner shall provide the Town with a written statement explaining the calculation of the Adjusted BQ Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Town; and

“Loss of BQ Status” shall mean a determination by the Owner that the Note is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code (or any successor provision).

(c) Prepayment Provisions.

(i) Mandatory Prepayment. The principal of the Note shall be subject to mandatory prepayment in annual installments on each December 1, commencing December 1, 2022, in the amount set forth in the Amortization Schedule attached to the Note, until prepayment in full or upon the Maturity Date.

(ii) Optional Prepayment. The Note is subject to optional prepayment without penalty or premium in whole or in part prior to December 1, 2022 at any time, and on or after December 1, 2022, in part on any Interest Payment Date in amounts not less than \$100,000, upon ten (10) days written notice to the Owner specifying the principal amount to be prepaid, the date of such prepayment, and if in part, on or after December 1, 2022, requesting a new amortization schedule be prepared reflecting such partial prepayment. Any partial prepayments shall be applied to installments of principal on a pro rata basis and shall not postpone any due dates of, or relieve the amounts of scheduled installments of principal, except to the extent prepaid. Upon any prepayment the Bank shall prepare a new amortization schedule which shall be attached to the Note, demonstrating the pro rata application of such prepayment of principal.

Section 4. Procedure For Making Draws On The Note.

(a) Draw Limitations. The total principal amount outstanding on the Note shall never exceed \$4,000,000. The Initial Draw and subsequent draws on the Note shall be at least \$250,000. Draws may be made until December 1, 2022. No more than one draw on the Note per week shall be permitted. Any undrawn amounts on the

Note not exceeding \$4,000,000 may be drawn on December 1, 2022 (the "Final Draw"). Amounts drawn and repaid may not be reborrowed.

(b) The Town shall provide to the Bank at least three (3) Business Days prior to any draw (except for the Initial Draw), a draw certificate in the form provided in Exhibit "A" attached hereto and made a part hereof. On December 1, 2022, the Bank shall provide a new amortization schedule for the Note.

Section 5. Execution Of Note. The Note shall be signed in the name of the Town by the Mayor, or in his absence, the Vice Mayor, and the Town Clerk, or in her absence, the Deputy Town Clerk, and its seal shall be affixed thereto or imprinted or reproduced thereon. The signatures of the Mayor or Vice Mayor and Town Clerk or Deputy Town Clerk on the Note may be manual or facsimile signatures, provided that the signature of one of such officers shall be a manual signature. In case any one or more of the officers who shall have signed or sealed the Note shall cease to be such officer of the Town before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed and sealed such Note had not ceased to hold such office. Any Note may be signed and sealed on behalf of the Town by such person as at the actual time of the execution of such Note shall hold the proper office, although at the date of such Note such person may not have held such office or may not have been so authorized.

Section 6. Negotiability, Registration And Cancellation. The Town shall serve as Registrar and as such shall keep books for the registration of Note and for the registration of transfers of the Note. The Note may only be transferred or exchanged upon the registration books kept by the Town, upon delivery to the Town of evidence that such

transferee is an "Accredited Investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the Town and with guaranty of signatures satisfactory to the Town, along with the social security number or federal employer identification number of any transferee. The Note may be exchanged in whole but not in part for a Note of the same aggregate principal amount and maturity. No transfer or exchange of any Note shall be effective until entered on the registration books maintained by the Town.

The Town may deem and treat the person in whose name any Note shall be registered upon the books kept by the Town as the absolute Owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as they become due and for all other purposes. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

In all cases in which the Note is transferred or exchanged in accordance with this Section, the Town shall execute and deliver a Note in accordance with the provisions of this Resolution. All Notes surrendered in any such exchanges or transfers shall forthwith be cancelled by the Town. There shall be no charge for any such exchange or transfer of the Note, but the Town may require the payment of a sum sufficient to pay any third party tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The Town shall not be required to transfer or exchange Note for a period of 15 days next preceding an Interest Payment Date on such Note.

All Notes, the principal of and interest on which have been fully paid, either at or

prior to maturity, shall be delivered to the Town when such payment is made, and shall thereupon be cancelled.

Section 7. Note Mutilated, Destroyed, Stolen Or Lost. In case any Note shall become mutilated or be destroyed, stolen or lost, the Town may in its discretion issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in the case of a mutilated Note, in exchange and substitution for such mutilated Note upon surrender of such mutilated Note or in the case of a destroyed, stolen or lost Note in lieu of and substitution for the Note destroyed, stolen or lost, upon the Owner furnishing the Town proof of his ownership thereof, satisfactory proof of loss or destruction thereof and satisfactory indemnity, complying with such other reasonable regulations and conditions as the Town may prescribe and paying such expenses as the Town may incur. The Town shall cancel all mutilated Note that are surrendered. If any mutilated, destroyed, lost or stolen Note shall have matured or be about to mature, instead of issuing a substitute Note, the Town may pay the principal of and interest on such Note upon the Owner complying with the requirements of this paragraph.

Any such duplicate Note issued pursuant to this section shall constitute original, additional contractual obligations of the Town whether or not the lost, stolen or destroyed Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the extent as all other Note issued hereunder.

Section 8. Form Of Note. The text of the Note shall be of substantially the tenor set forth in Exhibit "B" hereto, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this Resolution.

Section 9. Covenant To Budget And Appropriate. The Town hereby

covenants to budget and appropriate in its annual budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues (as defined in this Section) in each fiscal year, beginning each October 1 through and including September 30 (each a "Fiscal Year"), sufficient moneys to pay the principal of and interest on the Note coming due in such Fiscal Year, and each Fiscal Year thereafter until the Note is paid in full. "Legally Available Non-Ad Valorem Revenues" means all revenues of the Town derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note, but only after provision has been made by the Town for payment, to the extent not otherwise provided for by ad valorem taxes, of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town, or which are legally mandated by applicable law (those services are as shown in the audited financial statements of the Town under the table "Statement of Revenues, Expenditures and Changes in Fund Balance" as expenses for General Government and Public Safety).

Such covenant and agreement on the part of the Town to budget and appropriate such amounts shall be cumulative to the extent not paid, and shall continue until Legally Available Non-Ad Valorem Revenues or other available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Town, the Town does not covenant to maintain any services or programs now provided or maintained by the Town, which generate Legally Available Non Ad-Valorem Revenues. So long as there are Legally Available Non-Ad Valorem Revenues, the Town may not fail to budget and appropriate debt service in order to balance its budget. The foregoing covenant to budget and appropriate shall be deemed to require appropriation, in the manner set forth above, of

Legally Available Non-Ad Valorem Revenues ratably to pay the obligations hereunder and all other Additional Covenant Debt as defined below. The Town will not enter into any covenant to budget and appropriate from Legally Available Non-Ad Valorem Revenues which is in any manner prior or senior to its obligations hereunder. "Additional Covenant Debt" shall mean indebtedness of the Town heretofore or hereafter issued which contains a covenant by the Town to budget and appropriate from Legally Available Non-Ad Valorem Revenues an amount sufficient to pay the principal, interest and premium, if any, on such debt as same becomes due and payable, all in a form similar to the covenant described herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Available Non-Ad Valorem Revenues, nor, except as provided in Section 16 hereof, does it preclude the Town from pledging in the future a particular source or sources of non ad-valorem revenues. Such covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by Section 16 hereof) entered into, including but not limited to the payment of debt service on the Note and other debt instruments. However, the covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Available Non-Ad Valorem Revenues and placing on the Town a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder, subject however, in all respects to the terms of this Resolution and the restrictions of Section 166.241(2), Florida Statutes which provides, in part, that the governing body of each municipality make

appropriations for each Fiscal Year which, in any one Fiscal Year, shall not exceed the amount to be received from taxation or other revenue sources.

Section 10. Note Fund. There is hereby created a fund entitled “Town of Golden Beach, Florida Capital Improvement Revenue Note, Series 2019 Note Fund” (the “Note Fund”), to be established with the Bank. There shall be deposited into the Note Fund no later than each date on which principal or interest is due sufficient amounts of Legally Available Non-Ad Valorem Revenues as specified in Section 9 hereof which, together with the amounts already on deposit therein, will enable the Town to pay the principal of and interest on the Note on each such date or other date when principal or interest may be due. Moneys in the Note Fund shall be applied on each such date to the payment of principal of and interest on the Note coming due on each such date. Subject to Section 13 hereof, funds in the Note Fund may be invested in the Authorized Investments (as defined in Section 11), maturing at or before the time such funds may be needed to pay principal of or interest on Note.

Section 11. Application Of Note Proceeds.

The proceeds received upon the sale and Initial Draw of the Note, and each subsequent draw on the Note shall be deposited in the “Town of Golden Beach, Florida Capital Improvement Revenue Note, Series 2019 Project Fund” (the “Project Fund”), established with the Bank and used only in connection with the Project.

Subject to Section 13 hereof, funds in the Project Fund may be invested in the following investments, maturing not later than the date or dates on which such proceeds will be needed for purposes of this Resolution, to the extent such investments are legal for investment of municipal funds (“Authorized Investments”):

- (i) The Local Government Surplus Funds Trust Fund;

(ii) Negotiable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States Government at the then prevailing market price for such securities;

(iii) Interest-bearing time deposits or savings accounts in banks organized under the laws of the State of Florida (the "State"), in national banks organized under the laws of the United States and doing business and situated in the State, in savings and loan associations which are under State supervision, or in federal savings and loan associations located in the State and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;

(iv) Obligations of the federal farm credit banks; the Federal Home Loan Mortgage Corporation, including Federal Home Loan Mortgage Corporation participation certificates; or the Federal Home Loan Bank or its district banks or obligations guaranteed by the Government National Mortgage Association;

(v) Obligations of the Federal National Mortgage Association, including Federal National Mortgage Association participation certificates and mortgage pass-through certificates guaranteed by the Federal National Mortgage Association;

(vi) Securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized

custodian; or

(vii) Any other investments that at the time are legal investments for municipal funds and are permitted by the duly approved investment policy of the Town.

Subject to Section 14 hereof, any income received upon such investment shall be retained in the Project Fund and applied to costs of the Project or, at the option of the Town, deposited in the Note Fund and used to pay interest on the Note until completion of the Project. Subject to Section 14 hereof, after the completion of the Project, any remaining balance in the Project Fund shall be deposited into the Note Fund and used solely to redeem, or pay the principal of, the Note.

The Project Fund shall be kept separate and apart from all other funds of the Town and the moneys on deposit therein shall be withdrawn, used and applied by the Town solely for the purposes set forth herein. Pending such application, the Project Fund shall be subject to the lien of the Owners of the Note for the payment of the principal of and interest on the Note.

The registered Owner shall have no responsibility for the use of the proceeds of the Note, and the use of such Note proceeds by the Town shall in no way affect the rights of such registered Owner. The Town shall be obligated to apply the proceeds of the Note solely as provided herein. However, the Town shall be irrevocably obligated to continue to pay the principal of and interest on the Note notwithstanding any failure of the Town to use and apply such Note proceeds in the manner provided herein.

Section 12. Funds. Each of the funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. The money in such funds and accounts shall be continuously secured in the same manner as deposits of Town funds are authorized to be secured by

the laws of the State of Florida. Except as otherwise provided herein, earnings on any investments in any amounts on any of the funds and accounts herein established and created shall be credited to such respective fund or account.

The designation and establishment of the funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Town for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

Section 13. Investments And Use Of Proceeds To Comply With Internal Revenue Code Of 1986. The Town covenants to the Owner of the Note that it will take all actions and do all things necessary and desirable in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Note, and shall refrain from taking any actions that would cause interest on the Note to be included in gross income for federal income tax purposes. In particular, the Town will not make or direct the making of any investment or other use of the proceeds of the Note which would cause such Note to be a “private activity bond” as that term is defined in Section 141 (or any successor provision thereto) of the Code or “arbitrage bond” as that term is defined in Section 148 (or any successor provision thereto) of the Code, and all applicable regulations promulgated under the Code, and that it will comply with the applicable requirements of Sections 141 and 148 of the Code and the aforementioned regulations throughout the term of the Note.

Section 14. Arbitrage Rebate Covenants. There is hereby created and established a fund to be held by the Town, designated the “Town of Golden Beach,

Florida Capital Improvement Revenue Note, Series 2019 Rebate Fund” (the “Rebate Fund”). The Rebate Fund shall be held by the Town separate and apart from all other funds and accounts held by the Town under this Resolution and from all other moneys of the Town.

Notwithstanding anything in this Resolution to the contrary, the Town shall transfer to the Rebate Fund the amounts required to be transferred in order to comply with the Rebate Covenants, if any, attached as an Exhibit to the Tax Certificate to be delivered by the Town on the date of delivery of the Note (the “Rebate Covenants”), when such amounts are so required to be transferred. The Town Manager shall make or cause to be made payments from the Rebate Fund of amounts required to be deposited therein to the United States of America in the amounts and at the times required by the Rebate Covenants. The Town covenants for the benefit of the Owner of the Note that it will comply with the Rebate Covenants. The Rebate Fund, together with all moneys and securities from time to time held therein and all investment earnings derived therefrom, shall be excluded from the pledge and lien of this Resolution. The Town shall not be required to comply with the requirements of this Section 14 in the event that the Town obtains an opinion of nationally recognized bond counsel that (i) such compliance is not required in order to maintain the federal income tax exemption of interest on the Note and/or (ii) compliance with some other requirement is necessary to maintain the federal income tax exemption of interest on the Note.

Section 15. Designation Under Section 265(B)(3) Of The Code. The Town hereby designates the Note as qualified tax-exempt obligations under Section 265(b)(3) of the Code, and shall make all necessary filings in order to effectuate such election. The Town represents that neither the Town nor any subordinate entities or entities issuing tax-

exempt obligations on behalf of the Town within the meaning of Section 265(b)(3) of the Code have issued tax-exempt obligations during calendar year 2019 and neither the Town nor any such entities expect to issue tax-exempt obligations during calendar year 2019, other than the Note.

Section 16. Special Covenants.

(a) The Town shall, while the Note is outstanding, within two hundred ten (210) days of the end of each Fiscal Year of the Town, deliver to the Owner a copy of the annual audited financial statements of the Town for such Fiscal Year. Within sixty (60) days of its final adoption, the Town shall deliver to the Owner a copy of the operating budget for each upcoming Fiscal Year of the Town. The Town shall provide the Owner with any other information it may reasonably request in writing.

(b) The Town shall open and maintain a depository account with the Bank with a Minimum balance of \$1,000,000.00 at or prior to the issuance and Initial Draw on the Note and maintain such account during the term of the Note.

(c) The Town, within six months after the Initial Draw, is to establish its main non-exclusive banking services relationship, including depository and treasury management with the Bank, to the extent deemed in the best interests of the Town.

(d) (i) In each Fiscal Year in which the Note is outstanding hereunder, Legally Available Non-Ad Valorem Revenues shall be at least 125% of the maximum annual debt service on the Note, (assuming the Note has been drawn for the full amount of \$4,000,000 and taking into consideration any prepayments that have actually been made) and all Additional Covenant Debt (including all long-term financial obligations appearing on the Town's most recent annual audited financial statements) secured by Legally Available Non-Ad Valorem Revenues or secured and/or payable in the same

manner as the Note (as specified in Section 9 hereof). For purposes of this covenant, the Town's Stormwater debt shall not be considered to be secured by Legally Available Non-Ad Valorem Revenues or secured and/or payable in the same manner as the Note (as specified in Section 9 hereof).

(ii) Prior to the incurrence of Additional Covenant Debt secured and/or payable in the same manner as the Note (as specified in Section 9 hereof), the Legally Available Non-Ad Valorem Revenues, shall be at least 125% of the maximum annual debt service on the Note (assuming the Note has been drawn for the full amount of \$4,000,000 and taking into consideration any prepayments that have actually been made) and Additional Covenant Debt (including all long-term financial obligations appearing on the Town's most recent annual audited financial statements) plus the new debt proposed to be issued secured by Legally Available Non-Ad Valorem Revenues or secured and/or payable in the same manner as the Note (as specified in Section 9 hereof).

(e) In addition, the Town will not issue any Additional Covenant Debt secured and/or payable in the same manner as the Note (as specified in Section 9 hereof) unless (A) no Event of Default exists hereunder, (B) any such Additional Covenant Debt secured by Legally Available Non-Ad Valorem Revenues and/or payable in the same manner as the Note (as specified in Section 9 hereof) will be on parity with the Note, with no preference given to any particular issuance of debt, and (C) the other covenants of the Town contained herein will continue to be met.

(f) For purposes of the foregoing tests, maximum annual debt service on any outstanding variable rate debt will be assumed to bear interest at 1% per annum over the actual interest rate borne by such debt for such interest rate period preceding the

date of calculation. For purposes of the foregoing tests, maximum annual debt service on any additional variable rate debt proposed to be issued will be assumed to bear interest at 1% per annum over the actual interest rate borne by such debt on the date of issuance of such Additional Covenant Debt.

(g) For purposes of the foregoing tests, if any Additional Covenant Debt of the Town, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, maximum annual debt service on such debt shall be determined assuming that the final payment due thereunder is amortized over five (5) years on an approximately level debt service basis. As used herein, "Balloon Indebtedness" means debt of the Town, twenty percent (20%) or more of the original principal amount of which matures during any one Fiscal Year.

Section 17. Covenants Binding On Town And Successor. All covenants, stipulations, obligations and agreements of the Town contained in this Resolution constitute a contract between the Town and the Owner of the Note and shall be deemed to be covenants, stipulations, obligations and agreements of the Town to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time and upon the officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Town Council or officer, agent or employee of the Town in his or her individual capacity, and neither the members of the Town Council nor any officer, agent

or employee of the Town executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 18. Events Of Default. Each of the following events is hereby declared an “Event of Default”:

(a) payment of the principal of or amortization installments on the Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note shall not be made when the same shall become due and payable; or

(c) the Town shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in the Note or in this Resolution (except for a default described in subsection (a) or (b) of this Section) on the part of the Town to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Town by any Owner of any Note; provided that it shall not constitute an Event of Default if the default is not one that can be cured within such thirty (30) days, as agreed by the Owner and the Town, and the Town commences within such thirty (30) days action to correct such default and such default is corrected within one hundred twenty (120) days after the written notice; or

(d) any representation or warranty made in writing by or on behalf of the Town in this Resolution or in any closing certificate furnished by the Town to the Owner shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(e) the Town becomes unable, or admits in writing its inability, to pay its debts generally as they become due, or becomes insolvent or the subject of insolvency

proceedings, or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(f) any proceeding shall be instituted with or without the consent of the Town under federal bankruptcy laws or other federal or state laws affecting creditors' rights or any proceeding shall otherwise be instituted for the purpose of effecting a composition between the Town and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted and any such proceeding shall not have been dismissed with prejudice within thirty (30) days after the institution of the same; or

(g) a default occurs under any other Additional Covenant Debt obligation of the Town secured and/or payable in the same manner as the Note (as specified in Section 8 hereof) or any other loan with the Bank.

Section 19. Remedies; Rights Of Owners.

Upon the occurrence and continuance of any Event of Default specified in Section 18 hereof, the Note shall bear interest at the Default Rate and except for Events of Default under (c) or (d) in Section 18 hereof, the Owner of the Note may declare all payments of principal and accrued interest to be immediately due and payable, whereupon the same shall become immediately due and payable.

In addition, upon the occurrence and continuance of any Event of Default specified in Section 18 hereof, the Owner of the Note may pursue any available remedy by suit, at law or in equity, to enforce the payment of the principal of and interest on the Note then outstanding.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be waiver of

any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 20. Sale Of Note. Based upon the uncertainty of the interest rate environment if sale of the Note is delayed, and the immediate need by the Town for funds required to complete the Project, the Town hereby determines the necessity for a negotiated sale of the Note. The Town has been provided all applicable disclosure information required by Section 218.385, Florida Statutes. The negotiated sale of the Note is hereby approved to the Bank at a purchase price of par.

Section 21. Authority Of Officers. The Mayor, or in his absence, the Vice Mayor, the Town Clerk, or in her absence, the Deputy Town Clerk, the Town Manager, the Town Attorney and any other proper official of the Town, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transaction contemplated by this Resolution and the other documents identified herein.

Section 22. Severability. In case any one or more of the provisions of this Resolution or of the Note issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Note, but this Resolution and the Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Note is issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

Section 23. Payments Due On Saturdays, Sundays And Holidays. In any case where the date of maturity of interest on or principal of the Note shall not be a Business Day, as defined below, then payment of such interest or principal need not be made by the Town on such date but may be made on the next succeeding Business Day, and payment on such day shall have the same force and effect as if paid on the nominal date for payment. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which the banks in the State of Florida are required, or authorized or not prohibited, by law (including executive orders) to close and are closed.

Section 24. Repealing Clause. All resolutions or parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

Section 25. Modification, Amendment Or Supplement. After the issuance of the Note, no modification, amendment or supplement of this Resolution or of any resolution amendatory hereof or supplemental hereto, or of the Note may be made without the consent in writing of the Owner.

Section 26. No Third-Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Bank and a subsequent Owner of the Note issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Bank and any Owner from time to time of the Note issued hereunder.

Section 27. Applicable Law. The laws of the United States and the laws of the State of Florida shall govern the transactions contemplated hereunder and the Note.

Section 28. Waiver of Jury Trial. BANK AND TOWN HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS RESOLUTION OR THE NOTE AND ANY AGREEMENT TO BE CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK IN PURCHASING THE NOTE.

Section 29. Effective Date. This Resolution shall take effect immediately upon its passage and 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 19th day of November, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT "A"

FORM OF DRAW CERTIFICATE

DRAW NO. _____

The undersigned officer of the Town of Golden Beach, Florida (the "Town")
DOES HEREBY CERTIFY THAT:

1. This certificate is being provided to City National Bank of Florida (the "Bank") in accordance with Section 4 of Resolution No. ____ adopted by the Town on November 19, 2019 (the "Resolution"), in order to permit the Town to make a draw on the Town of Golden Beach, Florida Capital Improvement Revenue Note, Series 2019, in favor of the Bank as registered Owner (the "Note").

2. The Town hereby requests a draw on the Note in the amount of \$_____. The proceeds of the draw shall be deposited in the Project Fund held by the Bank no later than _____, 20____, and such proceeds will be used to pay the costs of the Project as described in the Resolution.

3. After such draw the total outstanding principal amount on the Note will be \$_____. The amount available to be drawn on the Note will be \$_____.

4. As of the date hereof, the undersigned is the duly appointed, qualified and acting Town Manager of the Town, and as such is authorized to execute this certificate on behalf of the Town.

WITNESS my hand and the corporate seal of the Town of Golden Beach, Florida, this _____ day of _____, 20____.

[SEAL]

TOWN OF GOLDEN BEACH, FLORIDA

By: _____

Name: _____

Title: Town Manager

EXHIBIT "B"
FORM OF NOTE

No. R- 1

Not to exceed
\$4,000,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF GOLDEN BEACH, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE
SERIES 2019

<u>Dated Date</u>	<u>Initial Interest Rate</u>	<u>Stated Maturity Date</u>
November 20, 2019	2.9467%	December 1, 2039

Registered Owner: CITY NATIONAL BANK OF FLORIDA

Principal Amount: Not to Exceed Four Million Dollars

FOR VALUE RECEIVED the Town of Golden Beach, Florida (hereinafter referred to as the "Town"), a municipal corporation of the State of Florida hereby covenants and promises to pay to the order of the Registered Owner identified above, or its registered assigns or legal representatives, at 25 West Flagler Street, Miami, Florida 333130, or at such other place as the Registered Owner may designate to the Town, to the extent and from the sources provided therefor, as described herein, Payments shall be made in immediately available funds by no later than 2:00 p.m., Eastern time, on the date due, free and clear of any defenses, set-offs, counterclaims, or withholdings or deductions for taxes. If any payment required to be made hereunder is not paid within ten (10) days of when due, the Town shall pay to the Registered Owner a late charge equal to five percent (5%) of the late payment.

A. Interest Rate: Subject to adjustment as provided below, this Note shall bear interest initially at a fixed rate for the first ten (10) years calculated based on the amount drawn from time to time, and outstanding principal balance from the date of such draw and payable semiannually on each December 1 and June 1, (each an "Interest Payment Date"), commencing on June 1, 2020, at an interest rate equal to 2.9467 % (the "Fixed Rate") per annum, through December 1, 2029 (the "Fixed Rate Period"); thereafter the Note shall bear interest at a floating rate equal to the (10 year U.S. Treasury Rate plus 2.00%) x (0.79) (the "Floating Rate") to be set on a semiannual basis commencing December 1, 2029, and reset on each Interest Payment Date thereafter to be paid on the next succeeding Interest Payment Date, until the Maturity Date or prepayment in full (the "Floating Rate Period").

(i) Adjustment of Interest Rate for Full Taxability. Upon a Determination of Taxability (as defined below) during the Fixed Rate Period, the Fixed Rate of interest on the Note shall be adjusted upward to 3.73% per annum (the "Fixed Taxable Rate") during the Fixed Rate Period and the Floating Rate of interest on the Note shall be adjusted upward to the 10 Year U.S. Treasury Rate plus 2.00% (the "Taxable Floating Rate") to be set on a semiannual basis during the Floating Rate Period on each Interest Payment Date until the Maturity Date or prepayment in full, retroactive as of the date of the Determination of Taxability event. In addition to the payments of principal and interest on the Note required to be paid pursuant to the terms of this Resolution and the Note, the Town hereby agrees to

pay to the Owner an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code of 1986, as amended (the "Code")) owed by the Owner as a result of the occurrence of a Determination of Taxability. All such interest, penalties on overdue interest, and additions to tax shall be paid by the Town on the next succeeding Interest Payment Date following the Determination of Taxability. A "Determination of Taxability" shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any Note is or was includable in the gross income of an Owner of the Note for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Town has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Note, and until the conclusion of any appellate review, if sought.

(ii) Adjustment of Interest Rate for Loss of Bank Qualified Status. So long as no Determination of Taxability shall have occurred, upon the occurrence of a Loss of BQ Status (as defined below), and for as long as this Note remains outstanding, the interest rate on this Note shall be converted to the Adjusted BQ Rate (as defined below). In addition, upon a Loss of BQ Status, the Town shall pay to the Registered Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid on this Note during the period of time from the date of issuance of this Note to the next succeeding Interest Payment Date, and (B) the amount of interest that would have been paid during the period in clause (A) had this Note borne interest at the Adjusted BQ Rate, and (ii) an amount equal to any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such as a result of the Loss of BQ Status.

A certificate of the Owner as to any such additional amount or amounts, in the absence of manifest error, shall be final and conclusive. In determining such amount, the Owner may use any reasonable averaging and attribution methods.

As used in the preceding paragraph:

"Adjusted BQ Rate" shall mean, upon a Loss of BQ Status, the interest rate per annum that shall provide the Owner with the same after tax yield that the Owner would have otherwise received had the Loss of BQ Status not occurred, taking into account the increased taxable income of the Owner as a result of such Loss of BQ Status. The Owner shall provide the Town with a written statement explaining the calculation of the Adjusted BQ Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Town; and

"Loss of BQ Status" shall mean a determination by the Owner that this Note is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code (or any successor provision).

B. Prepayment Provisions:

(i) Mandatory Prepayment. The principal of this Note shall be subject to mandatory prepayment in annual installments on each December 1, commencing December 1, 2022, in the amount set forth in the Amortization Schedule attached to this Note, until prepayment in full or upon the Maturity Date.

(ii) Optional Prepayment. The Note is subject to optional prepayment without penalty or premium in whole or in part prior to December 1, 2022 at any time, and on or after December 1, 2022, in part on any Interest Payment Date in amounts not less than \$100,000, upon ten (10) days written notice to the Owner specifying the principal amount to be prepaid, the date of such prepayment, and if in part after December 1, 2022, requesting a new amortization schedule be prepared reflecting such partial prepayment. Any partial prepayments shall be applied to installments of principal on a pro rata basis and shall not postpone any due dates of, or relieve the amounts of scheduled installments of principal, except to the extent prepaid. Upon any prepayment the Registered Owner shall prepare a new Amortization Schedule which shall be attached to this Note, demonstrating the pro rata application of such prepayment of principal.

C. Procedure For Making Draws On This Note:

(i) Draw Limitations. The total principal amount outstanding on this Note shall never exceed \$4,000,000. The Initial Draw and subsequent draws on this Note shall be at least \$250,000. Draws may be made until December 1, 2022. No more than one draw on this Note per week shall be permitted. Any undrawn amounts on this Note not exceeding \$4,000,000 may be drawn on December 1, 2022 (the "Final Draw").

(ii) The Town shall provide to the Registered Owner at least three (3) Business Days prior to any draw (except for the Initial Draw), a draw certificate in the form provided in Exhibit "A" attached to the Resolution. On the date of such Final Draw the Registered Owner shall provide a new amortization schedule for this Note. Amounts drawn and repaid may not be reborrowed.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE TOWN OR A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY PROVISION OF THE CONSTITUTION OF THE STATE OF FLORIDA, BUT SHALL, INSTEAD, BE PAYABLE FROM AND SECURED EXCLUSIVELY BY LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF THE TOWN, AS DEFINED AND TO THE EXTENT PROVIDED IN THIS RESOLUTION. THE ISSUANCE OF THIS NOTE SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFOR NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE TOWN, AND THE OWNER OF THIS NOTE SHALL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION.

D. Negotiability, Registration and Cancellation: The Town shall serve as Registrar and as such shall keep books for the registration of this Note and for the registration of transfers of this Note. This Note may only be transferred or exchanged upon the registration books kept by the Town, upon delivery to the Town of evidence that such transferee is an "Accredited Investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the Town and with guaranty of signatures satisfactory to the Town, along with the social security number or federal employer identification number of any transferee. This Note may be exchanged in whole but not in part for a Note of the same aggregate principal amount and maturity. No transfer or exchange of any Note shall be effective until entered on the registration books maintained by the Town.

The Town may deem and treat the person in whose name any Note shall be registered upon the books kept by the Town as the absolute Owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as they become due and for all other purposes. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

In all cases in which this Note is transferred or exchanged in accordance with this Section, the Town shall execute and deliver a new Note in accordance with the provisions of the Resolution. All Notes surrendered in any such exchanges or transfers shall forthwith be cancelled by the Town. There shall be no charge for any such exchange or transfer of this Note, but the Town may require the payment of a sum sufficient to pay any third party tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The Town shall not be required to transfer or exchange this Note for a period of 15 days next preceding an Interest Payment Date on this Note.

This Note, the principal of and interest on which have been fully paid, either at or prior to maturity, shall be delivered to the Town when such payment is made, and shall thereupon be cancelled.

In case any Note shall become mutilated or be destroyed, stolen or lost, the Town may in its discretion issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost in accordance with the provisions of the Resolution.

E. Security And Payment Provisions: Pursuant to Section 9 of the Resolution the Town has covenanted to budget and appropriate in its annual budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues (as defined in the Resolution) in each Fiscal Year (as defined in the Resolution), sufficient moneys to pay the principal of and interest on this Note coming due in such Fiscal Year, and each Fiscal Year thereafter until this Note is paid in full.

There shall be deposited into the Note Fund (as described in the Resolution) no later than each date on which principal or interest is due sufficient amounts of Legally Available Non-Ad Valorem Revenues which, together with the amounts already on

deposit therein, will enable the Town to pay the principal of and interest on this Note on each such date or other date when principal or interest may be due.

F. Default Interest Rate: All principal and installments of interest shall bear interest from the date that said payments are due and unpaid or from the date of occurrence of any other Event of Default (as hereinafter defined) under this Note shall bear interest at a rate of three percent (3%) in excess of the interest rate on this Note immediately prior to the occurrence of such Event of Default (the "Default Rate").

G. Late Charges: If any payment required to be made hereunder is not paid within ten (10) days of when due, the Town shall pay to the Registered Owner a late charge equal to five percent (5%) of the late payment to cover the extra expense involved in handling delinquent payments, provided that collection of said late charge shall not be deemed a waiver by the Registered Owner of any of its rights under this Note. Notwithstanding the foregoing, there shall be no grace period or late charges for payments due on the outstanding principal balance due on the Stated Maturity Date or upon acceleration, as set forth in Section H below, but such outstanding balance shall accrue interest at the Default Rate. The late charge is intended to compensate the Registered Owner for administrative and processing costs incident to late payments. The late charge payments are not interest. The late charge payment shall not be subject to rebate or credit against any other amount due. Any late charge shall be in addition to any other interest due.

H. Default and Remedies: If any of the following "Events of Default" occur (except under (3) or (4) below), at the Registered Owner's option, exercisable in its sole discretion, all sums of principal and interest under this Note shall be accelerated and become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character, and the Registered Owner shall be immediately entitled to exercise all of its available remedies under the Resolution and this Note:

- (1) payment of the principal of or amortization installments on this Note shall not be made when the same shall become due and payable; or
- (2) payment of any installment of interest on this Note shall not be made when the same shall become due and payable; or
- (3) the Town shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in this Note or in the Resolution (except for a default described in subsection (1) or (2) of this Section) on the part of the Town to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Town by the Registered Owner of this Note; provided that it shall not constitute an Event of Default if the default is not one that can be cured within such thirty (30) days, as agreed by the Registered Owner and the Town, and the Town commences within such thirty (30) days action to correct such default and such default is corrected within one hundred twenty (120) days after the written notice; or

- (4) any representation or warranty made in writing by or on behalf of the Town in the Resolution or in any closing certificate furnished by the Town to the Registered Owner shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
- (5) the Town becomes unable, or admits in writing its inability, to pay its debts generally as they become due, or becomes insolvent or the subject of insolvency proceedings, or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
- (6) any proceeding shall be instituted with or without the consent of the Town under federal bankruptcy laws or other federal or state laws affecting creditors' rights or any proceeding shall otherwise be instituted for the purpose of effecting a composition between the Town and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted and any such proceeding shall not have been dismissed with prejudice within thirty (30) days after the institution of the same; or
- (7) a default occurs under any other Additional Covenant Debt (as defined in the Resolution) obligation of the Town secured and/or payable in the same manner as this Note (as specified in Section 9 of the Resolution) or any other loan with the Registered Owner.

Upon the occurrence and continuance of any Event of Default specified in this Note, this Note shall bear interest at the Default Rate and except with respect to (3) and (4) above, the Registered Owner of this Note may declare all payments of principal and accrued interest to be immediately due and payable, whereupon the same shall become immediately due and payable.

In addition, upon the occurrence and continuance of any Event of Default specified in herein, the Registered Owner of this Note may pursue any available remedy by suit, at law or in equity, to enforce the payment of the principal of and interest on this Note then outstanding.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

I. Jurisdiction: The laws of the State of Florida shall govern the interpretation and enforcement of this Note. In the event that legal action is instituted to

collect any amounts due under, or to enforce any provision of, this instrument, the Town consents to, and by execution hereof submit themselves to, the jurisdiction of the courts of the State of Florida, and, notwithstanding the place of residence of any of them or the place of execution of this instrument, such litigation may be brought in or transferred to a court of competent jurisdiction in and for Miami-Dade County, Florida.

J. Non-Waiver: The failure at any time of the Registered Owner to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of the Registered Owner shall be cumulative and may be pursued singly, successively or together, at the option of the Registered Owner.

K. THE REGISTERED OWNER AND THE TOWN HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE RESOLUTION OR THIS NOTE AND ANY AGREEMENT TO BE CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR REGISTERED OWNER IN PURCHASING THIS NOTE.

This Note is and has all the qualities and incidents of, an investment security under the Uniform Commercial Code-Investment Securities Law of the State of Florida.

IN WITNESS WHEREOF, the Town of Golden Beach, Florida, has issued this Note and has caused the same to be signed by its Mayor and attested by its Town Clerk, either manually or with their facsimile signatures, and its seal to be affixed hereto or a facsimile of its seal to be reproduced hereon, all as of the Dated Date stated above.

TOWN OF GOLDEN BEACH, FLORIDA

(SEAL)

By: _____
Mayor

ATTESTED:

By: _____
Town Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor") hereby sells, assigns and transfers unto _____ (the "Transferee") (PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF TRANSFEREE) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to register the transfer of the within Note on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common	UNIF GIF MIN ACT - _____, (Cust.)
		Custodian for _____, (Minor)
TEN ENT -	as tenants by the entirety	under Uniform Gifts to Minors Act of _____. (State)
JT TEN -	as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the list above.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2658.19 – Employment Agreement with Ingrid Gooden

Item Number:

9

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2658.19 as presented.

Background:

Mrs. Ingrid Gooden has assisted the Finance Department due to a personnel shortage during the last six months. Ingrid has been instrumental in assisting the Finance Director in the day-to-day functions such as accounts payable, accounts receivable and end of fiscal year closing, which includes implementing a paperless filing option. Upon the return of the Town's staff this contracted position will assist with updating the Town's assets management system, assist in preparing the RFP for the upcoming fiscal year audit, and assembling the audit committee.

We also anticipate that this contracted employee will be tasked with other special projects that we need assistance with to achieve. These other projects consist of collecting outstanding funds, assisting Code Compliance in closing out violations, and creating an accounting environment that is less paper dependent.

Fiscal Impact:

The contract calls for an hourly rate of \$35 per hour, and health insurance coverage provided in the same manner as afforded to non-contracted employees.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2658.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE INGRID GOODEN TO PROVIDE ACCOUNTING SERVICES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Ingrid Gooden (the "Contractor") to provide accounting assistance in the finance department on a contract basis, and;

WHEREAS, the Contractor desires to provide her special expertise to the Town for the benefit of the Finance Department, and;

WHEREAS, the Town Council finds that it is in the best interest of the Town to engage the Contractor under the terms of the Agreement for Accounting Contract Services (the "Agreement") as attached as Exhibit "A".

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

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

Section 2. Approval of Agreement. The Town Council hereby approves the Agreement attached as Exhibit "A" to this Resolution.

Section 3. Implementation. The Town Council authorizes Mayor to execute the Agreement and the Mayor and Town Manager to take all action necessary to implement the Agreement.

Section 4. Effective Date. That 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 19th day of November, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF
GOLDEN BEACH AND INGRID GOODEN FOR
ACCOUNTING CONTRACT SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 ("Effective Date") by and between the TOWN OF GOLDEN BEACH, a municipal entity ("TOWN") and INGRID GOODEN ("CONTRACT EMPLOYEE").

WITNESSETH:

WHEREAS, TOWN has the need to utilize the services of a Contract Employee as an independent contractor to provide Accounting Assistance in the Finance Department; and

WHEREAS, Contract Employee asserts that she is competent, trained and qualified currently to perform the duties of an Accounting Assistant; and

WHEREAS, the parties desire to enter into this Agreement to outline the duties and responsibilities of the parties,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Contract Employee is hereby retained on a bi-weekly basis, to provide accounting assistance in the Town of Golden Beach Finance Department.

1.2. Professional Practices. All professional services to be provided by CONTRACT EMPLOYEE pursuant to this Agreement shall be provided by personnel identified in the Proposal and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional CONTRACT EMPLOYEE in similar fields and circumstances in accordance with sound professional practices. CONTRACT EMPLOYEE also warrant that they are familiar with all laws that may affect its performance of this Agreement and shall advise TOWN of any changes in any laws that may affect CONTRACT EMPLOYEES' performance of this Agreement.

1.3. Warranty. CONTRACT EMPLOYEES warrant that they shall perform the services required by this Agreement in compliance with all applicable Federal and Florida employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. CONTRACT EMPLOYEES shall indemnify and hold harmless TOWN from and against all claims, demands, payments, suits,

actions, proceedings, and judgments of every nature and description including reasonable attorneys' fees and costs, presented, brought, or recovered against TOWN for, or on account of any liability under any of the above-mentioned laws, arising from or related to CONTRACT EMPLOYEES' performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, CONTRACT EMPLOYEE shall not engage in, nor permit their officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. CONTRACT EMPLOYEE acknowledge that TOWN may enter into agreements with other CONTRACT EMPLOYEE for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of TOWN.

1.7. Conflicts of Interest. During the term of this Agreement, CONTRACT EMPLOYEE shall at all times maintain a duty of loyalty and a fiduciary duty as to the TOWN and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the TOWN.

2. **TERM**. The term of this Agreement shall begin on October 1, 2019 and terminate at midnight on October 1, 2020.

3. **COMPENSATION AND EXPENSES**. For the term of this Agreement, Contract Employee shall be compensated for her services at \$35 an hour. Contract Employee shall not be entitled to any compensation, leave accruals, retirement or other benefits beyond the aforementioned hourly rate of pay and the health insurance. The Town shall provide the CONTRACT EMPLOYEE with the same health insurance as its regular employees.

The premium paid by the Town shall be 100% of the full single coverage premium for the employee, including any increases in said premium during the term of this Agreement.

The Town will offer dependent health insurance coverage to its regular full-time employees. The Town will pay 50% of the premium for dependent coverage for those employees who elect said coverage. The health insurance company shall be selected by the Town in its sole discretion, and the Town may change insurance companies at its discretion. In the event the Town changes insurance companies, the Town will attempt to provide sixty (60) days' notice prior to any change in health insurance companies. In the event the Town decides to change insurance companies, the Town will request the new company to cover all employee pre-existing conditions.

4. **TERMINATION.** Under the terms of this Agreement, Contract Employee serves in an "at will" capacity and may be terminated at any time, with or without cause, and Contract Employee may resign at any time. Nothing in this Agreement shall be construed as creating any vested right in the position of Accounting Assistance Contract Employee or in employment with the TOWN.

5. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. Any correspondence, letters, documents, or discussions leading up to this Agreement or in any way made between the parties or their agents are replaced and superseded by this Agreement.

6. **COMPLIANCE WITH LAWS.** The parties hereto shall comply with applicable laws of the United States of America, the State of Florida, and all other applicable laws.

7. **GOVERNING LAW.** This Agreement shall be enforced and interpreted under the laws of the State of Florida.

8. **ATTORNEY'S FEES.** In any litigation relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees. The cost, salary, and expenses of the Town Attorney and members of his/her office in enforcing this contract on behalf of the TOWN shall be considered "attorney's fees" for the purposes of this paragraph.

9. **SEVERABILITY.** If any portion of this Agreement is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Agreement or any provision hereof shall not be affected.

10. **WAIVER.** Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

11. **AMENDMENT.** This Agreement may only be amended by a written instrument executed by the parties hereto, and may not be amended by oral agreement.

12. **ASSIGNMENT.** This Agreement shall not be assigned by Contract Employee, without prior written consent of the Town.

13. **INDEMNIFICATION AND HOLD HARMLESS.** CONTRACT EMPLOYEES shall protect, defend, indemnify and hold harmless TOWN and its elected and appointed official, boards, commissions, and officers, attorneys, agents and employees from any and all claims, losses, demands suits, administrative actions, penalties, liabilities and expenses, including reasonable attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not limited to, all civil claims or workers' compensation claims arising from or in any way related to CONTRACT EMPLOYEES performance under this Agreement, except when caused solely by the Town's negligence.

1. 14. **INDEPENDENT CONTRACTOR STATUS.** CONTRACT EMPLOYEE is a Contract Employee and not a regular employee of the Town of Golden Beach. The Contractor Employee has no rights, benefits, or privileges on any other labor organization. The CONTRACT EMPLOYEE shall be a "FINANCE DEPARTMENT ASSISTANT" for the Town of Golden Beach Finance Department for accounting services for the Town of Golden Beach. The Finance Department, however; shall determine the CONTRACT EMPLOYEE's methods and types of production. The CONTRACT EMPLOYEE's compensation is based upon performing and completing work and upon time spent in completing any particular assignment. As a convenience to the CONTRACT EMPLOYEE, the TOWN shall be responsible for the payment of income taxes, social security-payments, Medicare obligations, as well as all other financial obligations incumbent upon the CONTRACT EMPLOYEE because of compensation under this AGREEMENT.

15. **CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACT EMPLOYEE must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the CONTRACT EMPLOYEE or any relative of CONTRACT EMPLOYEE, or any person, firm or entity doing business with or soliciting business from the TOWN. A "conflict of interest" means

any business relationship or other situation where a reasonable person might perceive that the CONTRACT EMPLOYEE or any of their relative could lead to disregard the interest of TOWN

The CONTRACT EMPLOYEE must not disclose procurement information or proprietary CONTRACT EMPLOYEE information to any person, firm or entity not employed by the TOWN during any TOWN procurement process.

16. **RESPONSIBILITY FOR ERRORS.** CONSULT ANTS shall be responsible for their work and results under this Agreement. CONTRACT EMPLOYEES, when requested, shall furnish clarification and/or explanation as may be required by the TOWN's representative, regarding any services rendered under this Agreement at no additional cost to TOWN. In the event that an error or omission attributable to CONTRACT EMPLOYEES occurs, then CONTRACT EMPLOYEES shall, at no cost to TOWN, provide all other CONTRACT EMPLOYEES professional services necessary to rectify and correct the matter to the sole satisfaction of TOWN and to participate in any meeting required with regard to the correction.

17. **PROHIBITED EMPLOYMENT.** CONTRACT EMPLOYEES shall not employ any current employee of TOWN to perform the work under this Agreement while this Agreement is in effect.

18. **COSTS.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

19. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of TOWN and CONTRACT EMPLOYEE and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF
BEACH AND INGRID GOODEN FOR
ACCOUNTING CONTRACT EMPLOYEE SERVICES**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and date first above written.

Date: _____, 2019

By: _____
Name

Date: _____, 2019

TOWN OF GOLDEN BEACH

By: _____
Name
Town Manager

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

By: _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

10

Subject: Resolution No. 2659.19 – Appointing Members to the Civic
Center Complex Masterplan Selection Committee

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2659.19 as presented.

Background:

As part of scoring and evaluating proposals that are submitted in response to the Town's issued Request for Proposals for the Design-Build for the new Town Civic Center, we are recommending the following individuals to serve on the Committee:

Linda Epperson (Town Staff), Dean Mealy (Procurement Director, Town of Palm Beach), Residents: Madison Berndt, Laura Rose, Michael Klinger, Chris Masciatti, Jessie Mendal, and Peter Manners to serve as members of the Committee and Jerry Hollo, Judy Mimoun, and Eric Cohen to serve as alternate members of the Committee.

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2659.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA; APPOINTING MEMBERS TO THE CIVIC CENTER COMPLEX MASTERPLAN SELECTION COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the Special Town Council Meeting on September 26, 2019 the Town Council was presented with a Memorandum outlining the Civic Center Preliminary Planning Schedule (attached as Exhibit “A”); and

WHEREAS, in that Memorandum it is stipulated that scoring will be completed by a selection committee of the Town Council’s choosing; and

WHEREAS, the Town finds that it is in the best interest to establish a Civic Center Complex Masterplan Selection Committee (the “Committee”);

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

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

Section 2. Appointment. That the Town Council hereby appoints Linda Epperson, Dean Mealy, Madison Berndt, Laura Rose, Michael Klinger, Chris Masciatti, Jessie Mendal, and Peter Manners to serve as members of the Committee and Jerry Hollo, Judy Mimoun, and Eric Cohen to serve as alternate members of the Committee.

Section 3. Implementation. That the Committee shall participate in the Oral Presentations by bidders and will make a recommendation to the Town Council for

selection of a responsible bidder on RFP 2019-01 Design-Build Services for the Town's Civic Center Complex Masterplan.

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

Sponsored by **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor 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 19th day of November, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Civic Center Preliminary Planning Schedule

As we continue to further the goals and objectives of our Civic Center Complex Masterplan, below is a VERY preliminary planning schedule.

2019:

April	Provide Preliminary Design Criteria to Town Council
May	Council Comments/Feedback due to Administration
May	Prepare Boiler Plate Bid-Documents
September 26	Council Approval of Final Bid Documents and Design Criteria
October 4	Release Request for Proposals (Bid)
October 29	Mandatory Pre-Bid Meeting
December 6	Request for Proposals (Bid) due by noon
December 11/12	Oral Presentations
December 18	Selection Committee Scoring

2020:

January	Council Approves Successful Respondent
February	Final Negotiations on Design
July	Final Construction/Permit Set Required
August	Ground Breaking