



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the February 15, 2022
Regular Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 852 9212 2955 Password: 951077

For Dial In Only: Call 929.205.6099 Meeting ID: 852 9212 2955

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, FEBRUARY 15, 2022.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

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. CORONAVIRUS UPDATE

I. COUNCIL COMMENTS

J. TOWN MANAGER REPORT

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

- 1. An Ordinance of the Town Council Amending the Town of Golden Beach Employees' Pension Plan To Provide a Pre-Retirement Death Benefit for the Beneficiary of A Vested Member.**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY" AND CREATING SECTION 24-40 "TRANSFERS FROM GENERAL EMPLOYEE MEMBER TO POLICE OFFICER MEMBER"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 599.22

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 599.22

N. QUASI JUDICIAL RESOLUTIONS

None

O. TOWN MAJOR PROJECTS UPDATE

- Center Island Pump Station and Roadway Report
- Civic Center Construction Update
- Special Assessment Setting by SCS Engineers

P. CONSENT AGENDA

2. **Official Minutes of the January 18, 2022 Regular Town Council Meeting**
3. **A Resolution of the Town Council Authorizing the Purchase of Software to Assist the Town's Police Department with Dispatch Operations.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF MOBILE ARCHITECTURE FOR COMMUNICATIONS HANDLING (MACH) SOFTWARE TO ASSIT THE TOWN'S POLICE DEPARTMENT WITH DISPATCH OPERATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2797.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2797.22

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

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

Exhibit: Agenda Report No. 4
Resolution No. 2798.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2798.22

5. A Resolution of the Town Council Authorizing the Sale of One Surplus Police Vehicle And One Polaris Ranger from the Town's Vehicle Fleet.

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

Exhibit: Agenda Report No. 5
Resolution No. 2799.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2799.22

6. A Resolution of the Town Council Approving the Proposal from Southeastern Engineering for curbs, gutters and pavement repairs on North Parkway.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR ROADWAY IMPROVEMENTS WITHIN NORTH PARKWAY; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2800.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2800.22

7. A Resolution of the Town Council Approving the Proposal from Southeastern Engineering Contractors, Inc. for Stormwater System Improvements within Town.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR STORMWATER SYSTEM IMPROVEMENTS WITHIN TOWN; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2801.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2801.22

8. A Resolution of the Town Council Establishing a Personnel Board.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ESTABLISHING A PERSONNEL BOARD, PURSUANT TO SECTION 3.04 OF THE TOWN OF GOLDEN BEACH CHARTER; PROVIDING FOR INTENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2802.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2802.22

Q. TOWN RESOLUTIONS

9. A Resolution of the Town Council Approving the Construction of Privacy Walls on Massini and Terracina Avenues.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A PROPOSAL FROM PERMACAST WALLS FOR THE CONSTRUCTION OF A PRIVACY WALL ON MASSINI AND TERRACINA AVENUES; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2803.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2803.22

10. A Resolution of the Town Council Assigning Each Councilmember the Duty to Inquire Into the Operation of a Particular Area of Town Operation.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ASSIGNING EACH COUNCILMEMBER THE DUTY TO INQUIRE INTO THE OPERATION OF A PARTICULAR AREA OF GOVERNMENTAL RESPONSIBILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2804.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2804.22

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Kenneth Bernstein:

None Requested

Town Manager Alexander Diaz
None Requested

S. 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: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Item Number:

1

Subject: Ordinance No. 599.22 – Amending Code, Chapter 24, “Personnel,” Article II, “Retirement,” Division 1 “General Employees” By Amending The Town of Golden Beach Employees’ Pension Plan at Section 24-33 “Benefit Amounts and Eligibility,” and Creating Section 24-40 “Transfers from General Employee Member to Police Officer Member.”

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 599.22 as presented.

Background:

The Town maintains a retirement benefit plan for its employees, which is known as the Town of Golden Beach Employees’ Pension Plan (the “Plan”), and which is codified in Chapter 24 of the Town’s Code of Ordinances.

The proposed change allows someone moving from general employee to police member to get credit for their years of service as a civilian. In particular, their years will be factored into the pension benefit by: (1) calculating their years of civilian service at the lower civilian rate, which will be combined with their years of officer service (at the higher rate); and (2) the civilian years of service will be used for vesting purposes. However, the years of civilian service cannot be used to reach 55/10 or 52/25.

Currently a general employee who wished to further their career with the Town by becoming a Police Officer would lose their years of service for vesting purposes and would have to leave the Town’s pension and re-join (re-setting the vesting period) as a Police Officer. This practice does not promote an organization that facilitates advancement for its employees.

The proposed change, allows for employees to keep their vesting rights, earned multiplier and transition into the new classification within the Town's pension.

The proposed ordinance also provides for a death benefit for all employees. Currently, a vested employee's family will only receive a survival benefit if the member has retired or if the death of the employee occurs while the employee is engaged in work related activities.

The proposed change also provides a death benefit for those who are vested and die in a manner not connected to the job before reaching retirement. There is already a death benefit for those that die connected to the job. This proposed change gives the beneficiary an immediate benefit as if the employee qualified for early retirement before dying, but is limited to 10 years. We have reviewed death benefits offered by other agencies and the following were common:

- Treating the employee who died as if he/she qualified for early retirement, but limiting the duration of the benefit.
- Treating the employee who died as if he/she qualified for early retirement, but limiting the amount of the benefit (e.g., 50% of the benefit)
- Providing a monthly benefit based on a percentage of the annual earnings (e.g., 2/3 of the member's annual earnings)
- We are recommending the first one: calculate a monthly death benefit as if the member retired via early retirement, but limit the duration or the amount.

Fiscal Impact:

Though an actuarial impact statement had been produced relative to some of the changes, an updated actuarial impact statement will be provided between first and final reading by the Fund's actuary.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 599.22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY" AND CREATING SECTION 24-40 "TRANSFERS FROM GENERAL EMPLOYEE MEMBER TO POLICE OFFICER MEMBER"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida ("Town Council") has established the Town of Golden Beach Employees' Pension Plan (the "Plan") for members of the Plan as defined in Section 24-31 of the Town's Code of Ordinances ("Members"); and

WHEREAS, the Town Council desires to allow Members who transfer from general employee membership to police officer membership to port their accrued credited service; and

WHEREAS, the Town Council desires to provide a pre-retirement death benefit for the spouse or non-spousal beneficiary of a vested Member who dies in a manner unrelated to his or job duties before reaching normal retirement; and

WHEREAS, to accomplish the pension reform goals of not adversely impacting Members upon transferring, as well as granting a pre-retirement death benefit in the event a Member dies in a manner unrelated to providing services, it is necessary to adopt an ordinance amending the Plan as set forth in Chapter 24, Article II of the Code of Ordinances; and

WHEREAS, the Town Council finds that adopting this Ordinance is in the best interest of the Town of Golden Beach, Florida (the "Town").

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, HEREBY ORDAINS AS FOLLOWS:¹

Section 1. Recitals Adopted. Each of the above recitals is hereby adopted and incorporated as if fully set forth in this Section.

Section 2. Code Amended. That Section 24-33 "Benefit amounts and eligibility" of Division 1 "General Employees" of Article II "Retirement" of the Town Code is hereby amended to read as follows:

Sec. 24-33. Benefit amounts and eligibility.

(d) *Death Benefits.*

- (1) *Death Prior to Retirement as a result of performing job duties.* In the event of the death of a Member prior to his Normal Retirement Date and as a result of the performance of his duties as an Employee, the Member's Spouse shall be paid from the Fund an amount equal to the Member's Accrued Benefit commencing on the first day of the month following his date of death. This benefit may not be less than 12 percent of the Member's monthly Earnings nor more than the Member's Accrued Benefit in effect on the date of death. In the event that there is no Spouse surviving the Member, the benefit shall be paid to each surviving child in equal shares until each attains his 18th birthday. The benefit shall be paid to the Spouse until the Spouse's death. In the event that a Member dies on or after his Normal Retirement Date but before his actual retirement, a death benefit shall be paid from the Fund to his Beneficiary. The amount of the benefit shall be computed as though the Member had retired on his date of death and had chosen a 100 percent joint and last survivor option, as specified in section 24-34.
- (2) *Death Prior to Retirement unrelated to performing job duties.* In the event of the death of a Member prior to his Normal Retirement Date, which was not a result of the performance of his duties as an Employee, the Member's Spouse shall be paid an immediate benefit reduced in the same manner as for early retirement, which benefits shall be computed based upon the assumption that the Member had retired on the date of death and had elected the 100 percent joint and survivor

¹Additions to existing code text are shown by underline; deletions from existing code text are shown by ~~strikethrough~~. Changes between first and second reading are indicated with **highlight**.

optional form of benefit as specified in section 24-34. The Spouse shall be paid the benefit for ten (10) years. In the event that there is no Spouse surviving the Member, the benefit shall be paid to each surviving child in equal shares for ten (10) years.

- (3) The spousal beneficiary may, in lieu of any benefit provided for in subsection (2) above, elect to receive a refund of the deceased Member's accumulated contributions, if any.
- (4) If there is no surviving beneficiary as of the Member's death, and the estate is to receive the benefits, the actuarial equivalent of the Member's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
- (5) The Uniform Lifetime Table in Treasury Regulations § 1.401(a)(9)-9 shall determine the payment period for the calendar year benefits commence, if necessary to satisfy the regulations.
- (6) ~~(2)~~ *Death Subsequent to Retirement.* In the event of the death of a retiree, death benefits, if any, shall be paid in accordance with the form of benefit chosen at the time of retirement.

Section 2. Code Amended. That Section 24-40 "Transfers from general employee Member to police officer Member" of Division 1 "General Employees" of Article II "Retirement" of the Town Code is hereby created to read as follows:

Sec. 24-40. Transfers from general employee member to police officer member

- (a) In the case of a General Employee Member who transfers from a position of civilian employment that is covered by this Division to a Police Officer Member covered by Division 2, the Member's retirement benefits with respect to his or her service shall be based on the following:
 - (1) Average Monthly Earnings shall be calculated using the combined service as a General Employee Member and a Police Officer Member, with the multiplier for the years of Credited Service as a General Employee Member based on Section 24-33(a)(1)(b)-(d) and the multiplier for the years of Credited Service as a Police Officer Member based on Section 24-33(a)(1)(e)-(f).
 - (2) Vesting shall be based on service credit earned under both as a General Employee Member and a Police Officer Member;

- (3) The years of service requirement for Normal Retirement of a Police Officer Member shall be based only on years of eligibility service and Credited Service earned while a Police Officer Member.
- (4) Members shall contribute all contributions set forth in section 24-35.
- (b) Notwithstanding any other plan provisions to the contrary, General Employee Members who transfer from a position of civilian employment that is covered by this Division to a Police Officer Member covered by Division 2 shall nevertheless have the option to elect benefits otherwise payable in this Division 1. In such case, the Member's retirement benefits with respect to his or her service shall be based on the following:
- (1) Benefit accrual in this Division shall cease but vesting credit shall continue to accrue for both the benefits covered by this Division and the benefits covered as a Police Officer Member.
- (2) Benefits, vesting and retirement eligibility for retirement as a Police Officer shall be based on the Member's service as a Police Officer Member if the Member elects benefits payable in this Division.
- (3) Upon the commencement of a service retirement, the Member shall receive payment for services covered by this Division in an amount based on the Credited Service accrued as a General Employee Member. In addition, the Member shall be eligible for a benefit for services as a Police Officer Member, as appropriate, based on the years of Credited Service as a Police Officer Member and other applicable requirements therein.
- (c) Notwithstanding any other plan provisions to the contrary, General Employee Members who transfer from a position of civilian employment that is covered in this Division to a Police Officer Member covered by Division 2 shall have the option of a refund of Member contributions paid while in this Division. In such case, vesting shall be based on service credit earned under both as a General Employee Member and a Police Officer Member, but benefits and retirement eligibility shall be based on the Member's Credited Service as a Police Officer Member.

Section 3. Repealer. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they

shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Town Council, and hereby ordained, that the provisions of the Ordinance shall become and be made a part of the Code of the Town of Golden Beach; that the sections of this Ordinance may be re-numbered and/or re-lettered to accomplish such intentions; and that the word, "Ordinance," shall be changed to "Section" or such other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

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

PASSED AND ADOPTED on first reading this _____ day of February, 2022.

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

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

PASSED AND ADOPTED on second reading this ____ day of _____ 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: Town Council Minutes

Item Numbers:

2

Recommendation:

It is recommended that the Town Council adopt the following attached minutes of the January 18, 2022 Regular Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the January 18, 2022
Regular Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 876 0722 6485 Password: 734544

For Dial In Only: Call 929.205.6099 Meeting ID: 876 0722 6485

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, JANUARY 18, 2022.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:06 p.m.

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Police Chief Rudy Herbello, Town Clerk Lissette Perez, Finance Director Maria Camacho (via zoom), Building and Zoning Director Linda Epperson (via zoom), Resident Services Director Michael Glidden (via zoom), Capital Improvement Projects Director Lisett Rovira (via zoom).

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

PRESENTING MAYOR SINGER AND COUNCILMEMBER EINSTEIN WITH YEARS OF SERVICE PLAQUES- Shwanda Burnett with the Florida League of Cities presented Mayor Singer and Councilmember Einstein with plaques for their 20 years of public service (via zoom).

HOTWIRE PROGRESS REPORT AND UPDATE- Joe Ferst and his team made a presentation updating the Council on the status of the installation.

***The manager suspended the presentation in order to continue with the agenda before losing quorum. Hotwire will brief the Manager, he will brief the Council, and at the February meeting, they will come back.

E. MOTION TO SET THE AGENDA

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

Town Manager requested the following changes: immediately after setting the agenda for Council to hear items Q4, Q6, CIP project update, and Mayor's report, and then continue with the regular order of the agenda.

***Consensus vote 5 Ayes, 0 Nays.

*** **Mayor Singer** stepped out to sign documents. **Madam Vice Mayor Luskin** took over the gavel. **Vice Mayor** continued with item #Q4.

*****Mayor Singer** re-entered the meeting on item #Q6.

F. GOOD AND WELFARE

None

G. MAYOR'S REPORT

Wished everyone a happy and healthy new year. Hats off to the Town for giving the residents such great gifts. Got a lot of compliments on the gifts and they were very well thought out. Great job on the New Year's Eve party. COVID has not yet left. Encourages everyone to be smart, considerate, respectful and to continue to wear a mask. If you are sick, stay home. If you test positive stay home. The Town Manager went over everything in detail, progress is exciting. There is a lot of construction going on in Town. There is hotwire installation, there is road construction, there is new construction, there is renovation construction. Three things, one you have to drive slowly, two you got to listen to people directing traffic and the third thing is do not be on your cell phone. Very excited about this year. 2022 is going to be a huge year for the Town of Golden Beach. I think that our values will continue to go up.

H. CORONAVIRUS UPDATE

I. COUNCIL COMMENTS

Councilmember Einstein

Asked what the rules are about children riding scooters on the roadways. Nobody is wearing a helmet. Feel it is a duty of our Town to try to educate the residents. Not suggesting arresting a kid because he's on his motorbike on the street, but when they're riding them on the sidewalk and not paying attention to everyone else around them, it's just a little too cavalier. Would like to bring it up and just trying to avoid a dangerous situation from happening.

Town Manager responded saying that the rule is 30 cc's. If your vehicle is less than 30 cc's you're allowed to use it without a driver's license or tag on the vehicle. The responsibility lies with parents and parents taking ownership. The burden does not fall with the Administration or the Town. Florida is not a mandatory helmet state so we cannot cite people not wearing helmets, but we all know the effects of people who do not wear helmets. The Chief is aware of it and we are doing outreach, especially to our parents.

Town Manager stated we are seeing many delivery people and we are trying to be more aggressive in that are as well. Keep in mind that we never enacted the one side road only parking.

Vice Mayor Lusskin

Spoke on her work on Memorial Day and Veteran's Day. In addition, showed a special flag she received from the Guards of the Tomb of the Unknown Soldier in Arlington National Cemetery.

Councilmember Bernstein

Spoke on how great the New Year's Eve party was. A lot of people's sod is being torn up and wanted the Manager to address if the Town is doing something about that. The fire pit at the beach has been out for a while and a few people have mentioned it to him. Was not sure if there is anything that they should be doing to assist Hotwire to get more responses. Mentioned that he would like to start a wine night again in Town when people start feeling safe with covid again. Gives his support to making the Town better while being financially responsible.

J. TOWN MANAGER REPORT

- Film Permit Fees Collected in 2021

Town Manager stated that we had 38 film shoots in Town and collected over \$30,000 in fees.

K. TOWN ATTORNEY REPORT

Updated the Council on the Shaheen case, the court entered an order finding that the property has been and is currently a nuisance. Would like to have an executive session to see where we go from here.

Town Manager asked if it is legal for them to have a zoom session for that.

Town Attorney stated that considering the circumstances, he believes that they can. So long as everyone is within a private space and no one else is in the room.

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. TOWN MAJOR PROJECTS UPDATE

- Center Island Pump Station and Roadway Report

- Civic Center Construction Update
- Perkins & Will Contracts Overview
 - Interior Design for Civic Center Building
 - Wellness and Community Center Building Conceptual Design and Rendering
 - Civic Center Site Masterplan to Include Recreational Facilities and Site Development
- Special Assessment Setting by SCS Engineers
- Pump Station #1 Alternative Location Study and Report

Town Manager spoke on all of the projects. We just finished paving Center Island Drive. We are still waiting on the Center Island pump station control panel, we have a redundancy plan in place and we have our back up generators in place should we need them. It is not the contracts fault, the Florida Department of Environmental Protection has given us a waiver knowing some of the issues we are having are global issues.

As it relates to the Civic Center as you can see we are pouring the third floor and the structure is going up very aggressively. There has been some owner driven requests. We will be bringing Council items to ratify these owner driven changes, most of them have been under his spending threshold and he has been approving them. As you know that project guarantees the delivery of two tennis courts, one pickle ball court, and one basketball court in that footprint as part of the project. During the course of the last couple of months, we have been listening to our residents and they would rather not have us try to fit a square box into a round hole. They would like us to look at everything from the tot lot to the back of the building, up to the corner of public works to see how we can maximize what we can build in our community as it relates to recreational amenities. We need to look at it with two sets of eyes; one the possibility of moving the pump station, two with looking at the current Town Hall and knowing it might not meet the current code but there might be a viable option to try to salvage this because there is some history. Over the last couple of months, the Mayor and he have approved three contracts with an internationally renowned architectural firm Perkins & Will. Some of their recent projects are the community center off of 163rd street in Sunny Isles. When he visited that center for a managers meeting it is what led him to say we need to stop what we are doing and think. The first contract we signed calls for us to look at the interior spaces of the new civic center and how to make it feel like a \$10-million facility even though it is only a \$5-million facility. Second contract is to take the east area and give us some ideas of what we can do with a conservative number to repurpose this site. The third contract is for some idea of what kind of wellness, community health building we can build if we can locate it wherever we want and will go hand in hand with the new civic center. If we want our community to be world class than we need to start offering well-planned, well thought-out facilities and amenities and not just try to make ends meet. Our plan is to look at all our revenue sources and see what our capacity is as a community. Given the needs of our community, one of the things we are looking at is asking our voters to allow us to issue new debt while holding our debt service. As you know we paid down over \$7-million of our GO Bond and may be asking this Council if they wish to do so, to allow us to redraw that balance so we can use those dollars for projects like the wellness center.

We are starting to look at advanced security needs on both the Intercoastal and on Ocean and looking at how to fund that. We are exploring all the demands that are now being placed on this Administration as it relates to security. Nothing is set in stone, what

we are asking this Council is to allow this Administration to explore all the options and bring to them recommendations. Should you choose not to move forward will accept that, but what is important for us to understand is we need to start looking at what is the future of Golden Beach. What are the new demands that we are hearing from our new residents? Over 55% of our residents are new residents, since 2019 based on our lien search letters alone. Seen an increase in cars being stolen, jet skis being stolen and people coming over people's seawalls. We would like to mimic the waterway security that Indian Creek has. It is our job in our community to safeguard all of the recent investments that we have seen. In addition, the Mayor and I will be bringing as early as February and no later than March an item to build the wall at Massini Avenue. What we started to do was to speak to each of you independently because we cannot lose momentum. Therefore, if there is a consensus from all of you in terms of which projects are to become priorities that you want to move forward, we will be adaptive to meet those needs. May even ask the community as early as April and May to allow us to take on new debt so we can lock in these historically low rates. Tonight asked the Council to approve a financial advisor to come in and work with him. He knows he has thrown a lot at you tonight. Here is what I do not want. We do not want any member of our Council to feel like they have not been a part of this vision planning that we are doing today. Therefore, as I meet with each of you independently you need to be honest, open, and feel free to share with me if the path that we are trying to take the community in will work.

There is another thought, he hates to even talk about it because he doesn't want the residents to even think we are even exploring this right now, but it is a rate increase to our millage. The challenge he has with increasing our millage rate, which I am not proposing or advocating, is that we make a promise to our community that we will try to live within our means. Stated 8.4 mills is one of the highest combined millage rates in the state. Would like us to keep our minds open to all the possibilities available to us. We will be sitting with our police department, hopefully no later than March, to begin our contract negotiations. To be blunt what we pay our police officers, which we were in the middle of the pact, now puts us at the bottom of the barrel, so we will need to make some significant changes if we want to retain quality staff. We have lost four police officers to other cities because of our non-competitive rates. We have not talked about modernizing the signage on A1A, modernizing the furniture on the beach, updating the mailboxes, and the list goes on and on. Just know that we are trying to balance the future of Golden Beach.

Vice Mayor Luskin asked in what way the Town is having staffing issues.

Town Manager stated that the Town is being impacted by the national staffing issues. We need to be cognizant that we are seeing our overtime budget go up because he needs to bring officers in overtime to meet our staffing obligations. We wanted to make sure we did not have a single incident occur over the holidays, and we did not have a single incident occur.

Vice Mayor Luskin asked if the suggestions that Perkins & Will will be making for the interior design of the civic center obviously would not have anything to do with the fixed items that come from the design and build.

Town Manager stated yes and no, we would receive the credit for what we paid for.

Councilmember Einstein stated that there are some residents who look at the tax bill and do not really care. And if you raise their taxes, they might not even care. Not saying to do that, but the mindset is changing. If we could lobby and get a tax reduction for these people that would be a completely different thing. Stated you have some people paying \$1-million in real estate taxes in Golden Beach. These new residents they want things and they do not look so closely at the price tag.

Town Manager stated that the Mayor and him do care about the 45% that remain, and we have to be careful with wanting to do too much. We just want to make sure that we are being current and modernized and we want to make sure that we are being forward thinking and future focused and we do not want anyone on the dais or resident to feel that they are not a partner in all of these items.

Vice Mayor Lusskin stated she does not understand why he would think that, when everything has been open in the sunshine and discussed at meetings. They may not all agree on things but she truly believes that.

Mayor Singer stated we are not making any decisions without the full Council's approval and everyone in agreement.

Town Manager stated that we know there are residents that will never be happy with anything we are doing. As we move let's not be too afraid of having to tell someone that the answer is we are still moving forward even though you do not agree.

P. CONSENT AGENDA

- 1. Official Minutes of the November 16, 2021 Regular Town Council Meeting**
- 2. A Resolution of the Town Council Authorizing the Purchase of Four Chevrolet Tahoe Police Vehicles.**

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

Exhibit: Agenda Report No. 2
Resolution No. 2792.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2792.22

- 3. A Resolution of the Town Council Authorizing the Town to Join the State of Florida As A Participant in the Memorandum of Understanding for Allocation and Use of Opioid Litigation Settlement Proceeds.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN OF GOLDEN BEACH TO JOIN THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS; APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2793.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2793.22

Consensus vote 3 Ayes, 0 Nays. Items P1 – P3 pass.
(*Councilmembers Mendal and Bernstein absent*)

Q. TOWN RESOLUTIONS

4. A Resolution of the Town Council Amending the Employment Agreement with Silvia Drobiarz.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE SILVIA DROBIARZ TO PROVIDE ADMINISTRATIVE ASSISTANT SERVICES IN THE CODE COMPLIANCE DEPARTMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2794.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2794.22

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager spoke on the item stating that this is a similar agreement to the one you approved at the November meeting. We found that there are financial savings by us contracting employees to provide part time services.

5. A Resolution of the Town Council Approving a Professional Services Contract between the Town and Estrada Hinojosa & Company, Inc. for Financial Advisory Services.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF GOLDEN BEACH AND ESTRADA HINOJOSA & COMPANY, INC., CONCERNING FINANCIAL ADVISORY SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2795.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2795.22

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager spoke stating that in order for us to see what our debt capacity is, under the FCC rules no financial team can engage with us unless we have them on a retainer. This is an agreement on an hourly basis. Estrada, Hinojosa have been our financial planners, they know our resources, and they know our community. We trust them. In addition, we ask you to allow us to continue our relationship with them.

Councilmember Einstein asked if they are our bond counsel.

Town Manager stated that bond counsel serves in a different capacity. Continued stating that we will not be able to reissue our current debt. Not advantageous for us to try to retire that. We're going to keep that debt. What we are looking at is our debt with City National Bank, our debt capacity and could we tolerate a new issuance combining the debt. What you are allowing him to do is to continue the dialogue.

6. A Resolution of the Town Council Providing for the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments for High Speed Internet Services.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, PROVIDING FOR THE UNIFORM METHOD OF LEVYING, COLLECTING AND ENFORCING NON-AD VALOREM ASSESSMENTS FOR HIGH SPEED INTERNET SERVICES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, F.S. THROUGHOUT THE INCORPORATED AREA OF THE TOWN FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING AND TRANSMITTAL OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2796.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2796.22

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

On roll call, the following vote ensued:

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

The motion passed.

Town Attorney spoke on the item. Stated this is part of the overall process of imposing a special assessment for all of our Hotwire activities. This sets in place the actual collection process. So that when you pass a special assessment, that assessment will appear on the tax bill. State law and county requires that we pass this resolution publicly as a condition to putting those charges on the tax bill.

Town Manager spoke on the item. Stating that tonight they would not get into what the rate is going to be. Not ready tonight to talk about what that rate is going to be. Would like to keep that rate as low as possible. Asked the Town Attorney about the timeline, by when does the Council have to vote on the dollar amount.

Town Attorney stated that the only thing that is restricted by time is this resolution. In terms of getting the county the rate that needs to go on the tax bill, its similar to the regular notice to the tax assessor which he believes is sometime in July.

Town Manager asked if we need to enact an ordinance for this.

Town Attorney said yes.

Town Manager stated that it is clear now that there will be an assessment for our obligations under the Hotwire agreement. What that number is, is still to be determined. All the Councilmembers have made it clear that that number cannot be too large. It just needs to meet our financial obligations and be responsible. Wants residents to know that the Town of Golden Beach will now have an assessment.

Councilmember Einstein asked if they would have voted it down would it have come out of the general fund.

Town Manager stated yes.

Councilmember Einstein stated that for some reason non ad valorem taxes are collected on a different basis than ad valorem- one is fiscal year and the other calendar year. How does that apply to us?

Town Attorney stated that is not very true, you are paying your assessment there will be proration as there is with taxes. If the seller has lived there and paid for half the year than the buyer will assume the second half. That can be a contract issue with the seller and buyer.

Town Manager stated that they still have to, as a community, decide what are they doing about this first year. Have always said from day number 1 for the first year we may have to bill our residents directly ourselves, not through the tax roll. We have done this in the past.

Councilmember Bernstein stated one of the big selling things to him is that they are getting better service for less pay. Even though they are doing it through special assessments, it is basically a special assessment instead of paying directly.

Town Manager stated it is important to educate the residents that if residents select our one gig internet at the rate we set and you get there digital premier package and nothing else, on average today our cable payers will see a savings of \$142.00. What he is most concerned about tonight is the 159 non-respondents. We are obligated to pay a minimum number of homes; our current number of 182 does not meet our minimum. We have to get a little more aggressive with the 159 that have not responded.

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz
• Veteran's Memorial Plaque Selection

Town Manager stated that there is a section that we are going to put a perpetual plaque – not with names, but a plaque to recognize the men and women who have served. We have given you three plaques to choose from. Take a look at it. Let me know which one of the three you like. In addition, if you have something different that you like, let us know. However, since there is no quorum, they will wait until February to discuss. Stated there were a couple of Councilmember who expressed that they were not aware that there was a meeting tonight and had schedule conflicts. Reminded the Council that our meetings are the third Tuesday of every month. The Council has asked that we host them at 6:00 P.M. instead of 7:00 P.M. Asked the Council to block the date on their calendars, and he will try to not move any of them. Stated we will continue to provide testing for staff and council attending the meeting.

S. ADJOURNMENT:

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

Consensus vote 3 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

3

Subject: Resolution No. 2797.22 – Authorizing Purchase of Mobile Architecture for Communications Handling (MACH) software to assist the Town's police department with dispatch operations.

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2797.22 as presented.

Background:

The Town wishes to purchase the Mobile Architecture for Communications Handling (MACH) software to assist the police department with dispatch operations. This software will keep dispatch records in a cloud-based server, replacing the department's current manual functions. This system will provide enhanced report generating to provide accurate a detailed information pertaining to crime statistics and job performance within the department. This software will provide for added functionality and efficiency for the department to complete police related Information Reports.

Fiscal Impact:

The initial term of this Agreement will be for the 2022 calendar year, and then renew annually for one-year terms. The cost is a \$50.00 monthly subscription fee per the 25 department computers, for a total monthly fee of \$1,250.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2797.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF MOBILE ARCHITECTURE FOR COMMUNICATIONS HANDLING (MACH) SOFTWARE TO ASSIST THE TOWN'S POLICE DEPARTMENT WITH DISPATCH OPERATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the "Town") Police Department (the "Police Department") utilizes an outdated, archaic method of keeping dispatch logs; and

WHEREAS, accurate dispatch logs are critical to the daily functions and the creation of reports with statistical data for Police Department; and

WHEREAS, the Mobile Architecture for Communications Handling (MACH) software will keep dispatch records in a cloud-based server, replacing the Police Department's current manual functions; and

WHEREAS, MACH will provide enhanced report generating to provide accurate and detailed information pertaining to crime statistics and job performance within the department; and

WHEREAS, the Town Council wishes to enter into an agreement with Technology Enterprise Group, Inc. ("TEG"), which provides the cloud-based server that will maintain the Police Department's dispatch records, attached hereto 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. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Agreement. The Town Council hereby authorizes and approves the Agreement in substantially the form attached hereto as Exhibit "A" (the "Agreement").

Section 3. Implementation. The Town Mayor is authorized to execute the Agreement and the Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement the Agreement and this Resolution.

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

Sponsored by **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 15th day of February, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT “A”

(Attach Agreement between the Town and TEG)

SUBSCRIPTION AGREEMENT

This AGREEMENT ("Agreement") is made this **1st day of February 2022** ("Effective Date") by and between Technology Enterprise Group, Inc., a Pennsylvania corporation having an address of P.O. Box 564, Harmony, Pennsylvania 16037 ("TEG") and

Golden Beach Police Department

having an office at

**1 Golden Beach Dr.
Golden Beach, FL 33160**

("Subscriber").

TEG and Subscriber are also referred to herein as "Party" and collectively as "Parties".

Recitations

1. TEG is the owner of certain client and server software known as "Mobile Architecture for Communications Handling" and by the acronym "MACH", which is collaborative command and control software for use by public safety agencies.
2. Subscriber desires to use MACH for public safety purposes.

Provisions

In furtherance of the above-stated recitations, which are hereby incorporated into this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. TEG shall provide client software ("Client Software") to Subscriber for use on the computers identified in Paragraphs 2 herein and shall make MACH available to those computers identified in Paragraph 2 herein.
2. TEG hereby grants to Subscriber a nonexclusive license to use MACH on **25** computers owned by or under the control of Subscriber for public safety purposes during the term of this Agreement via the Client Software.
3. The initial term of this Agreement shall be from the Effective Date to **March 31, 2022**, but this Agreement shall automatically renew first for nine months until December 31, 2022 (first renewal term) and then for additional periods of one year each unless a Party provides the other Party written notice of termination at least thirty calendars days prior to the termination date of the then-current term. At the termination of this Agreement, Subscriber shall destroy all copies of the Client Software in its possession or control.

4. Subscriber shall pay to TEG a monthly subscription fee of **\$0.00** per computer for the number of computers identified in Paragraph 2 above for the initial term of this Agreement. For the first renewal term of this Agreement, Subscriber shall pay to TEG a monthly subscription fee of **\$50.00** per computer for the number of computers identified in Paragraph 2 above. For each additional renewal term of this Agreement, TEG shall give Subscriber notice at least sixty calendar days prior to the termination date of the then-current term as to the amount of the subscription fees for the then-upcoming renewal term as well as the subscription fees for adding additional computers throughout the term. If no such notice is given by TEG, the subscription fees for the then-upcoming renewal term will remain the same as the then-current renewal term.

(a) For each renewal term, Subscriber will notify TEG at least thirty days prior to the termination date of the then-current term of any changes to the number of computers identified in Paragraph 2 above for the renewal term so that TEG can make the appropriate adjustments to the subscription fees that are due for the renewal term.

(b) If Subscriber wishes to add to the number of computers identified in Paragraph 2 above during the term of the Agreement, Subscriber shall pay TEG a monthly subscription fee of **\$50.00** per additional computer prorated based on the remaining months left in the then-current term.

5. The subscription fees shall be paid in a single lump sum within thirty calendar days of the Effective Date for the initial term and within thirty calendar days of any renewal date or change in the number of computers. In the event that Subscriber fails to timely pay a subscription fee, TEG may, at its exclusive discretion, suspend all access to MACH until the payment is made in full and the time of any such suspension shall be counted against the period of the then-current term.

6. Subscriber shall not without the prior written consent of TEG:

(a) Remove or obscure any proprietary notices including, but not limited to, any and all copyright, trademark and patent designations contained in MACH;

(b) Upload, post, email, transmit, publish, re-publish, distribute, display or otherwise make available the Client Software to any third parties;

(c) Outside the term of this Agreement, store the Client Software in any electronic, magnetic, optical or other format now known or later developed;

(d) Assign, rent, lend, lease, sell, sublicense, transfer, export from the United States, copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, extract components or create derivative works of MACH or the Client Software; or

(e) Interrupt, or attempt to interrupt, the operation of MACH in any way.

7. Subscriber shall at all times comply with all applicable laws, rules, and regulations with respect to Subscriber's use of MACH.

8. TEG has the right to terminate Subscriber's use of MACH if Subscriber violates any provision of this Agreement, provided that TEG has given notice of any such violation to

Subscriber and Subscriber has not cured such violation within seven calendar days of the receipt of such notice. Any termination of use under this Paragraph shall not in any way affect Subscriber's obligations under this Agreement.

9. DISCLAIMER OF WARRANTIES: TEG STATES THAT THE MACH AND THE CLIENT SOFTWARE, INCLUDING ALL HARDWARE, CONTENT, SOFTWARE AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF, IS DISTRIBUTED ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT, INCLUDING, BUT NOT LIMITED TO WARRANTIES: (A) THAT THE FUNCTIONS OF MACH SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (B) THAT MACH WILL MEET SUBSCRIBER'S REQUIREMENTS, (C) THAT ANY DEFECTS IN MACH SHALL BE CORRECTED, (D) THAT MACH SHALL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY OR (E) THAT MACH ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, THE UNIFORM COMMERCIAL CODE AND THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT SHALL NOT APPLY TO THIS AGREEMENT.

10. LIMITATIONS ON LIABILITY: THE PARTIES AGREE THAT USE OF MACH IS AT THE USER'S SOLE RISK; THE USER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USER'S DOWNLOADING OR OTHER USE OF THE LISTED ITEMS; THE OTHER PARTY AND ITS AFFILIATES, AGENTS, LICENSORS, AND ANY LICENSOR OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR LICENSOR SHALL NOT BE LIABLE TO THE PARTY OR ANYONE ELSE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, ATTORNEY'S FEES, DAMAGES FOR LOSS OF PROFITS, GOODWILL OR OTHER INTANGIBLE LOSSES OR SIMILAR DAMAGES, EXCEPT WHERE SUCH LIMITATION IS UNCONSCIONABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Subscriber agrees that it has no ownership right or interest in MACH or the Client Software and that this Agreement shall not be construed to convey, transfer to, or vest in Subscriber or in any other person any ownership right or interest in the ownership of MACH or the Client Software.

12. Subscriber acknowledges that Subscriber's use of MACH will result in data ("Subscriber's Data") being stored on devices which may be under the control of TEG or others. TEG agrees that it has no ownership right or interest in Subscriber's Data and that this Agreement shall not be construed to convey, transfer to, or vest in TEG or in any other person any ownership right or interest in the ownership of Subscriber's Data. Subscriber hereby consents to TEG's use of Subscriber's Data to provide Subscriber use of MACH. Subscriber agrees to TEG's disclosure of Subscriber's Data to comply with any subpoena, court order, process, or governmental or regulatory body request. If TEG is obligated to respond to a

subpoena, court order, process, or request described above, Subscriber shall reimburse TEG for TEG's costs, including reasonable attorneys' fees, if any, incurred in responding to the subpoena, court order, process, or request. TEG shall promptly notify Subscriber of TEG's receipt of any such court order, process, or request.

13. Subscriber agrees that MACH and the Client Software contain elements which are confidential and proprietary to TEG and/or which are protected by copyright, trademark, trade secret, and unfair competition laws and that Subscriber will make no disclosure of the confidential or proprietary elements of MACH or the Client Software to anyone without TEG's written permission.

14. Each Party agrees that it shall assume full responsibility for compliance with all applicable United States export control laws and regulations related to its exercise of any license it receives under this Agreement.

15. A Party shall not transfer any of its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, without the prior written consent of the other Party, but such consent shall not be unreasonably withheld. For any transfer permitted by this Paragraph, this Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors, and assigns of the transferring Party.

16. If any provision of this Agreement is found by any tribunal of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

17. The waiver by a Party of a breach or default in any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of a Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

18. All notices required by or relating to this Agreement shall be in writing and shall be sent to the other Party at its address set forth below. The Parties may from time to time amend the address to which such notices are to be sent by sending a notice to the other Party's then-effective notice address no less than thirty calendar days prior to the date on which the change is to become effective. All such notices shall be given by a form of conveyance which provides a return receipt. A notice shall be effective on its delivery date as confirmed by its return receipt.

TEG:

Technology Enterprise Group, Inc.
P.O. Box 564
Harmony, PA 16037

Attention: Tadd Geis, President

SUBSCRIBER:

Golden Beach Police Department
1 Golden Beach Dr.
Golden Beach, FL 33160

Attention: Chief Rudy Herbello

19. Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties.

20. The rights and obligations of the Parties that would by their nature or context be intended to survive the expiration or termination of this Agreement shall so survive, including without limitation, the provisions of this Agreement of Paragraphs 6, 7, 9, 11, 16, and 21-24.

21. If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, terrorism, earthquake, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of that party, that Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes; provided, however, that if such period of force majeure last more than thirty days, then the other Party may terminate this Agreement.

22. This Agreement shall be construed under the laws of Pennsylvania, excluding its choice of law provisions, and shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

23. The Parties agree that all disputes between them arising from or related in any way to this Agreement shall be resolved by binding arbitration before a single arbiter unless otherwise agreed to in a writing signed by both Parties.

24. The Parties agree that this Agreement comprises the entire agreement between the Parties relating to its subject matter and that this Agreement supersedes all prior and contemporaneous oral and written understandings, representations, and agreements between the Parties concerning the same subject matter and that modifications to this Agreement shall only be effective if and when they are made in a writing signed by both Parties. The Parties agree that they have had an equal opportunity to negotiate the terms and conditions of this Agreement and that this Agreement is to be neutrally construed without favor to either Party. This Agreement may be executed in counterparts, each of which shall constitute a complete original of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly and duly authorized officers or representatives:

TEG

SUBSCRIBER

By: _____
Tadd Geis, President

By: _____ (Sign)
Chief Rudy Herbello

Date: _____

Date: _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Member

From: Alexander Diaz,
Town Manager

Item Number:

4

Subject: Resolution No. 2798.22 – Approving an Agreement between
the Town of Golden Beach and the State Attorney's Office

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2798.22 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) this formal agreement is required.

Fiscal Impact:

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

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2798.22

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of February, 2022.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100

December 14, 2021

TOWN MANAGER

JAN 9 2022

RECEIVED

Mr. Alexander Diaz
Town Manager
Town of Golden Beach
One Golden Beach Drive
Golden Beach FL 33160

Dear Mr. Diaz:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1, 2021 through September 30, 2022. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at donlhorn@miamisao.com.

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By: 

Don L. Horn

Chief Assistant State Attorney for Administration

DLH/cj

Enclosures

**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 _____, 2021, 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, 2021 through September 30, 2022. 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, 2022, 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 _____.

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

5

Subject: Resolution No. 2799.22- Recommended Surplus of One Police Vehicle and One Polaris Ranger 900 XP UTV from the Town Fleet

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2799.22 as presented.

Background:

Police Vehicle #164 2011 Chevrolet Tahoe 1GNLC2E04BR227593 white in color, #216 2019 and Polaris Ranger 3NSRTE874KE751317 Tan in color. were used by the Police Department for patrol. The Chevrolet Tahoe has visible damage to the driver side due to a traffic accident and the Polaris Ranger is not mechanically operational. The Staff requests authorization to auction the above mentioned vehicles and return the proceeds to the Town's General Fund.

Financial Impact:

The value of the vehicles is uncertain due to age, damage, mechanical and inoperable conditions. Whatever proceeds are obtained from the sale of the vehicles will be placed in the General Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2799.22

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

WHEREAS, under Florida State Statutes, the Town's Ordinances under Sec. 2-306 and 2-308, provide for the Town to sell or donate surplus property, and;

WHEREAS, Town Police Chief, Rudy Herbello evaluated Police Vehicle #164 2011 Chevrolet Tahoe 1GNLC2E04BR227593 white in color, #216 2019 Polaris Ranger 3NSRTE874KE751317 Tan in color;

WHEREAS, the above referenced department head determined the Vehicle and equipment are no longer cost effective for the Town to maintain and operate and are surplus to the needs of the Town;

WHEREAS, the above referenced department head reported this determination to Town Manager Alexander Diaz; and

WHEREAS, Town Manager Alexander Diaz has reviewed their determination regarding the Vehicle and concurs in their assessments and;

WHEREAS, the Town Council finds that the surplus of these Vehicles is in the best interest of the Town.

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

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

Section 2. Authorization to Donate. The Vehicles are hereby declared surplus to the Town's needs in accordance with Section 2-308 of the town's Code if Ordinances, is hereby authorized and approved.

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

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

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of February, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2800.22 – Approving the proposal from
Southeastern Engineering Contractors for repairs to curbs,
gutters, and pavement along southern end of North Parkway**

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2800.22 as presented.

Background:

Over the years, the southern end of North Parkway has settled in the opposite direction, directing the water away from the catch basins along Golden Beach Drive. This has caused flooding and damage to the roadway in this area. The recommendation from our engineering contractors has been to adjust the slope of the road and gutters to allow water to flow towards the basins along the southern end of North Parkway. The adjustment will prevent standing water and allow proper drainage from the roadway.

This project also calls for new gutters and new roadway along the entire length of the south side of North Parkway from Golden Beach Drive to the cul-de-sac.

We are asking that you approve the attached proposal. In doing so, we are using the contractor who initially performed all of the streetscape work as part of the original CIP.

Fiscal Impact:

The cost for this scope of work as proposed by Southeastern Engineering Contractors is \$39,976.00. Funds will come from the 541- 465 Roads and Streets Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2800.22

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR ROADWAY IMPROVEMENTS WITHIN NORTH PARKWAY; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Southeastern Engineering Contractors, Inc. ("Southeastern") to perform certain roadway improvements to the area known as North Parkway, which improvements consist of new curbs, gutters and roadway (the "Work"), for an amount not to exceed \$39,976.00; and

WHEREAS, Southeastern has agreed to perform the Work; and

WHEREAS, the Town and Southeastern wish to enter into a contract for the Work, pursuant to the terms of the proposal attached hereto as Exhibit "A" to this Resolution (the "Proposal"); and

WHEREAS, the Work is exempt from competitive bidding under Florida law, and it is otherwise impractical to competitively bid the Work; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to make the roadway improvements, and to approve a contract with Southeastern;

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

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

Section 2. Authorization and Approval. The Town Council hereby authorizes and approves a contract with Southeastern pursuant to the terms of the Proposal attached hereto as Exhibit "A," authorizes the Mayor to execute the contract on behalf of the Town once approved as to form and legal sufficiency by the Town Attorney, and authorizes the expenditure of funds as detailed in the attached Proposal.

Section 3. Waiver of Competitive Bidding. Pursuant to the Town's Ordinance No. 540.09, the Town Council hereby finds that it is impractical to competitively bid the Work and not in the best interests of the Town.

Section 4. Implementation. The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions.

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

Sponsored by **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of February, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

Subject: Resolution No. 2801.22 – Approving the proposal from
Southeastern Engineering Contractors for the adjustment of
catch basins along Golden Beach Drive

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2801.22 as presented.

Background:

In an effort to alleviate standing water throughout Town, we are lowering a number of catch basins. As we all know the settlement of the ground continues to occur at a rate of approximately ¼ inch per year. This causes our gutters to settle, while the catch basins do not as they are on piles. In order to maintain the proper slope to allow the flow of stormwater to our catch basins along Golden Beach Drive, we will be lowering catch basins.

We are asking that you approve the attach proposal and authorize the work.

This proposal is \$6,000 over my spending authority, requiring your approval.

Fiscal Impact:

The cost for this scope of work as proposed by Southeastern Engineering Contractors is \$31,406.00. Funds will come from the 410 Stormwater Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2801.22

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR STORMWATER SYSTEM IMPROVEMENTS WITHIN TOWN; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Southeastern Engineering Contractors, Inc. ("Southeastern") to perform certain Stormwater improvements throughout Town, which improvements consist of new curbs, gutters and lowering of catch basins (the "Work"), for an amount not to exceed \$31,406.00; and

WHEREAS, Southeastern has agreed to perform the Work; and

WHEREAS, the Town and Southeastern wish to enter into a contract for the Work, pursuant to the terms of the proposal attached hereto as Exhibit "A" to this Resolution (the "Proposal"); and

WHEREAS, the Work is exempt from competitive bidding under Florida law, and it is otherwise impractical to competitively bid the Work; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to make the roadway improvements and to approve a contract with Southeastern;

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

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

Section 2. Authorization and Approval. The Town Council hereby authorizes and approves a contract with Southeastern pursuant to the terms of the Proposal attached hereto as Exhibit "A," authorizes the Mayor to execute the contract on behalf of the Town once approved as to form and legal sufficiency by the Town Attorney, and authorizes the expenditure of funds as detailed in the attached Proposal.

Section 3. Waiver of Competitive Bidding. Pursuant to the Town's Ordinance No. 540.09, the Town Council hereby finds that it is impractical to competitively bid the Work and not in the best interests of the Town.

Section 4. Implementation. The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions.

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

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of February, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

8

Subject: Resolution No. 2802.22 – Establishing Procedures for
Conducting Employee Appeal Hearings Before the Town's
Personnel Board

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2802.22 as presented.

Background:

The Town's Charter calls for the Town Council to establish a personnel appeals board to hear the appeal of any employee or department head subject to appointment and removal by the Mayor for any disciplinary order, suspension or removal.

The attached Resolution establishes both the Personnel Appeals Board and the rules that govern the proceedings.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2802.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ESTABLISHING A PERSONNEL BOARD, PURSUANT TO SECTION 3.04 OF THE TOWN OF GOLDEN BEACH CHARTER; PROVIDING FOR INTENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.04 of the Charter of the Town of Golden Beach provides for the Town Council to establish a Personnel Board at the first regular Council meeting after each general election; and

WHEREAS, the Council wishes to immediately take the action necessary to establish the Personnel Board; and

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. Establishment of Board. Pursuant to Section 3.04(f) of the Town Charter, the Council hereby establishes the Personnel Board the membership of which shall consist of the Vice Mayor, Councilmember Kenneth Bernstein and Councilmember Bernard Einstein.

Section 3. Intent. It is the intent of this Resolution to establish the Personnel Board as of March 16, 2021.

Section 4. Effective Date. This Resolution shall be effective as of February 15th, 2022.

Sponsored by Town Clerk.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of February, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT A

PROCEDURES FOR CONDUCTING EMPLOYEE APPEAL HEARINGS BEFORE THE BOARD PURSUANT TO SECTION 3.04 OF THE TOWN CHARTER

- A. Any Town employee who is subject to the appointment and removal of the Mayor (other than the Town Manager) who is terminated, demoted or suspended by the Mayor may appeal such disciplinary action to the Board.
- B. Such appeal must be in writing and submitted to the Town's Human Resources Director within five (5) working days after the issuance of the challenged termination, demotion or suspension.
- C. Upon receiving a request for appeal of the disciplinary action referenced above, the Human Resources Director shall review the request and set a hearing date.
- D. An employee shall receive at least thirty (30) calendar days notice of the hearing on his/her appeal. The notice of hearing should include the time, date, and place of the hearing. Hearings may be continued by the Board for good cause shown.
- E. The Board shall conduct an evidentiary hearing and may sustain, reverse, or modify the disciplinary action taken by the Mayor.
- F. At the hearing, the Vice Mayor shall act as Chairman. The Chairman shall rule on any objections raised by either party.
- G. The Town Attorney shall act as advisor to the Board and shall provide advice as to all legal and procedural matters.
- H. An employee is entitled (but not required) to obtain legal representation for the hearing.
- I. The Town may retain counsel to act as prosecutor on its behalf at the hearing.
- J. The hearing shall be tape recorded. If either party desires the presence of a court reporter or a transcription of the hearing, such party is responsible for bearing the costs related to such services.
- K. At the outset of the hearing, any unresolved matters including motions or procedural questions shall be addressed and resolved or ruled upon by the Board.

- L. After any preliminary matters are raised and addressed, the parties may make opening statements, with the Town proceeding first.
- M. The Town shall then present its case-in-chief providing evidence to substantiate the disciplinary action taken against the employee.
- N. After the Town presents its case-in-chief, the employee shall present his or her case-in-chief to refute the Town's allegations.
- O. Both parties may cross-examine each other's witnesses. Re-cross and re-direct examination are allowed.
- P. Both parties are permitted to present rebuttal witnesses.
- Q. Testimony shall be taken at the hearing under oath or affirmation.
- R. The rules of evidence will not be strictly adhered to during the hearing. Hearsay evidence may be offered and accepted—at the discretion of the Board—to supplement or explain other evidence. Irrelevant evidence shall be excluded.
- S. At the close of all the evidence, both parties may provide a closing argument.
- T. After the presentation of closing arguments, the Board shall deliberate in public.
- U. In its deliberations, the Board will be charged with determining whether, based on the evidence presented by the parties; the Mayor had a good faith basis for the disciplinary action taken.
- V. The decision of the Board shall be final except as otherwise stated in the Collective Bargaining Agreement between the Town and the Florida State Lodge, Fraternal Order of Police as relates to bargaining unit members.
- W. If the employee fails to appear at the hearing, the Board shall enter an order dismissing the appeal.
- X. If the terms of a collective bargaining agreement or contract provide a Town employee with different procedural rules for a disciplinary appeal than those contained herein, any conflicting rules contained herein shall be superseded by the conflicting terms of such agreement or contract.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, Town Manager *Alex B*

Subject: Resolution No. 2803.22 – Approving the construction of a
privacy wall on Massini and Terracina Avenues

Item Number:

9

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2803.22 as presented.

Background:

On the Town's Capital Projects list, the installation of a wall along Massini Avenue from Ocean Boulevard to the Intercoastal has always been a project the Town has tried to undertake. After close to 15 years, we are recommending that this project move forward.

A goal of this project is to improve the security at the perimeter of Town. While enhancing security, we will also improve the aesthetics of the Town, and of our neighbors to the north and south. The Town is working with the homeowners association and the City of Hallandale to ensure the project is delivered with minimal delays.

We are proposing using a precast wall system, this system is cost effective and allows for a less destructive installation. We are also proposing installing a new wall on the easternmost stretch of Terracina Avenue. The wall on Terracina will start at the South Gate and extend east to the entry of the new Civic Center Building.

Fiscal Impact:

The Town solicited proposals from a variety of vendors and we are recommending that we accept the proposal from Permacast Walls. The cost for the scope of work as proposed by Permacast Walls is \$317,328.00. We are asking for a Project Budget of \$360,000 from the un-allocated reserves that will be used for restoration, street sealing and lighting as needed. A Budget Amendment will be presented at a later time.

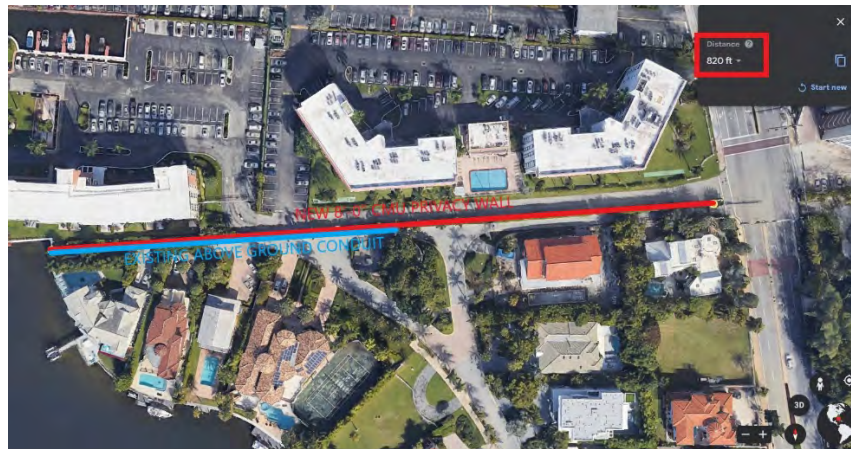


TOWN OF GOLDEN BEACH

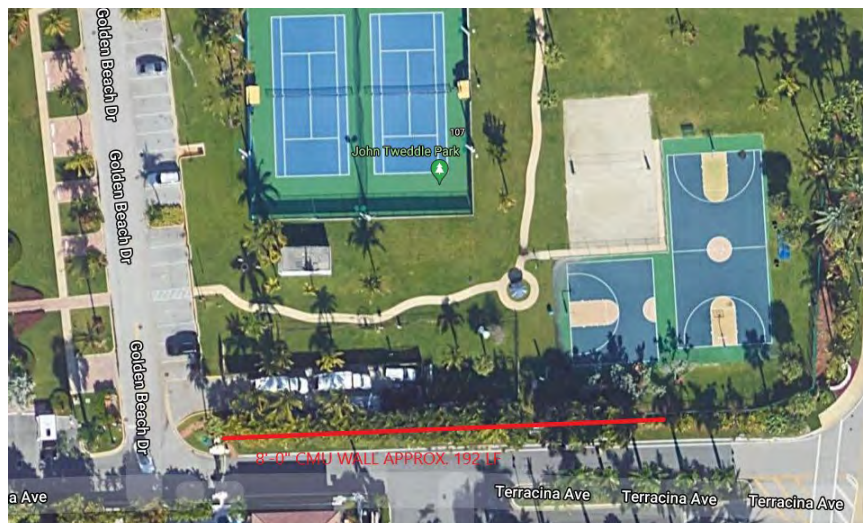
One Golden Beach Drive
Golden Beach, FL 33160

Precast Wall Project Locations

The wall on Massini Avenue will span the entire length from the Intercoastal to Ocean Blvd.



The wall on Terracina Avenue will start at the South Gate and extend east to the entry of the new Civic Center Building.



TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2803.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM PERMACAST WALLS FOR THE CONSTRUCTION OF A PRIVACY WALL ON MASSINI AND TERRACINA AVENUES; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida ("Town") has identified the need to improve the security at the perimeter of Town; and

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

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

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

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

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

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

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

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

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

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

Section 5. Authorization. The Town Manager is authorized to enter into an agreement with the Contractor that is consistent with the Proposal in an amount not to exceed \$360,000.00, subject to the approval of the Town Attorney as to form, content, and legality.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida this 15th day of February, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



September 1, 2021

Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160

Attn: Ms. Lissett Rovira
Director of Capital Improvement Projects

**RE: Geotechnical Engineering Report
Massini Avenue Privacy Wall
Golden Beach, FL
Miami-Dade County
TSF Project No.: 7111-21-320**

Dear Ms. Rovira:

TIERRA SOUTH FLORIDA, Inc. (TSF) has performed a geotechnical study for the proposed privacy wall in Massini Avenue, Golden Beach, Florida. The results of exploration program and subsequent geotechnical recommendations are presented in this report

If you have any questions or comments regarding this report, please contact our office at your earliest convenience.

Sincerely

TIERRA SOUTH FLORIDA, INC.

Raj Krishnasamy, P.E.
President
FL P.E. License No. 53567

N. Manoharan, Ph.D.
Senior Specialist

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APPENDIX: Boring Location Plan and Soil Profiles

1.0 PROJECT DESCRIPTION

The project will include installation of 8 feet high privacy wall along Massini Avenue in Golden Beach, Florida.

The purpose of this study was to provide geotechnical (i.e. soils and groundwater) input to the design team to assist in the foundation design.

2.0 SCOPE OF SERVICES

The study was performed to explore the subsurface conditions at the wall location and provide geotechnical recommendations to guide the design. The following services were provided:

1. Performed a geotechnical field study that included five (5) Standard Penetration Test (SPT) borings to a depth of 30 feet below existing grades.
2. Visually classified and stratified the samples in the laboratory using the Unified Soil Classification System (USCS).
3. Prepared this formal engineering report, which summarizes the field and laboratory data generated, the subsurface conditions encountered and the geotechnical recommendations for the design.

These Geotechnical Services were performed in general accordance with FDOT Soils and Foundations Handbook.

3.0 FIELD EXPLORATION

Subsurface conditions at the wall location were explored by SPT borings (5 borings to 30 feet deep). Approximate locations of the borings are presented in the Appendix. Boring locations were located in the field by TSF personnel using a handheld GPS system. The SPT borings were drilled using truck mounted drill rigs and mud rotary procedures. Samples of the in-place materials were obtained continuously in the upper 10 feet and at a 5-foot interval thereafter. The SPT sampling was performed in accordance ASTM D 1586. The soil samples were returned to our laboratory for classification by a geotechnical engineer.

4.0 SUBSURFACE CONDITIONS

4.1 Soil Boring Results

The results of the soil test borings performed are presented in the Appendix. Subsurface conditions encountered in the borings generally consisted of sandy soils up to about 10 feet deep below existing grades underlain by layers of limestone and sandy soils. Soil stratification is based on a visual examination of the recovered soil samples coupled with interpretation of field boring logs by a geotechnical engineer. The stratification lines represent the approximate boundaries between soil types of significantly different engineering properties. The actual transition may be gradual. In some cases, small variations in properties not considered pertinent to our engineering evaluation may have been abbreviated or omitted for clarity.

Borings performed did not encounter unsuitable organic soils. However, based on our experience, unsuitable organic soils (peat) might be present at locations where it was not completely removed during previous construction.

4.2 Groundwater

The groundwater level was measured at the boring locations following termination of drilling. The groundwater table measured at each boring location is presented on the boring profiles in the Appendix.

Groundwater conditions will vary with low and high tide cycles, environmental variations and seasonal conditions, as well as man-made influences. Fluctuation should be anticipated. We recommend that the contractor determine the actual groundwater levels at the time of construction to determine groundwater impact on his construction procedure.

4.3 Environmental Classification

Since the site location is adjacent to the intracoastal waterway an extremely aggressive condition should be considered in the wall design.

5.0 EVALUATION AND RECOMMENDATIONS

5.1 Privacy Wall Foundation

Based on the subsurface conditions encountered in the borings, standard foundation design provided in FDOT Standard Plans for Road Construction Index 534-250 Perimeter Walls can be used in the design of proposed privacy wall foundations. The standard design includes various foundation options (30-inch diameter auger cast piles, T-footing and trench footing). A nominal wall height of 8 feet above finished grade has been considered in the standard design. For T-footings located at swale areas we recommend a minimum one foot of soil cover above the footing top. It should be noted that FDOT Standard Design for perimeter walls are not designed for vehicle impact loads.

If a special foundation design is required, then the following soil parameters may be used in the design:

Soil type: Sand
Soil friction angle = 30 degrees
Cohesion = 0
Submerged unit weight = 50 pcf
Assume design water level at grade (i.e. submerged soil condition)
Subgrade modulus for pile lateral load analysis = 25 pci
Allowable bearing capacity for shallow footings = 2,500 psf
Coefficient of friction between footing and soil = 0.35
(Sliding friction will not develop at footing bottom for uplift conditions).

For auger cast piles adjacent to sloping ground, include the portion of the pile with less than 2.5D soil cover (face-of-shaft to face-of-slope) in the unsupported length, and design the portion of the pile with more than 2.5D soil cover as though founded in level ground.

For T-and trench footing adjacent to sloping ground, ignore any passive resistance from sloping ground in front of the footing.

5.2 Foundation Construction

In general, the existing subsurface conditions encountered in the borings are suitable for supporting the proposed privacy wall after proper subgrade preparation. Site preparation should consist of normal clearing and grubbing followed by compactions of subgrade soils. Any buried organic and plastic soils, debris, or unsuitable fills encountered during construction, which are not shown on the boring profiles should be removed and replaced with clean, compacted, sandy soils. Underground utilities and foundation remnants, if any, should be removed within the area of the proposed construction. Buried pipes that will be abandoned should be filled with flowable fill.

Subgrade shall be compacted to at least 95 percent of maximum dry density (ASTM D 1557) to a depth of at least 12-inches below grade. Structural fill used to raise the site to structure bottom levels should consist of clean sand and/or sand and gravel, with a maximum of 12 percent passing the U.S. Standard No. 200 sieve. The structural fill should be placed in thin lifts (12-inch thick loose measure), near the optimum moisture content for compaction, and be compacted to at least 95 percent of maximum dry density (ASTM D 1557). Near existing structures and pools (within 50 feet), compaction operations should be performed in non-vibratory mode. Ground vibrations induced by the compaction operations should be closely monitored to assess if there is a potential impact on the existing structures. In restricted areas where a small compactor must be used and/or compaction to be performed in non-vibratory mode the lift thickness should be reduced to 6 inches.

Auger cast pile construction should be performed in accordance with Section 455 of the most recent copy of the FDOT Standard Specifications for Road and Bridge Construction.

The contractor should anticipate difficult foundation installation due to the presence of very dense to very loose soil conditions and limestone. The presence of difficult soil conditions may occur at varying depths below the ground. The contractor should anticipate potential cave-in of the soils and limestone, difficult auger cast pile installation, and difficult excavation conditions.

5.3 Monitor Existing Structures

Vibration producing construction activities such as pile installation, sheet pile installation and extraction, drilled shaft casing installation and extraction, drilled shaft excavations, compaction with vibratory rollers can cause vibration and vibration induced settlement and damages to the adjacent structures. Hence, inspection and settlement and vibration monitoring of existing structures is recommended. Monitoring of existing structures should be performed in accordance with Section 108 of FDOT Standard Specifications for Road and Bridge Construction.

6.0 REPORT LIMITATIONS

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This company is not responsible for the conclusions, opinions, or recommendations made by others based on this data.

The scope of the investigation was intended to evaluate soil conditions within the influence zone of the foundations. The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the condition encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed structure.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

APPENDIX

Boring Location Plan and Soil Profiles



BORINGS LOCATION PLAN

Approximate Location of SPT Boring

DRAWN BY:
NG

CHECKED BY:
KV

APPROVED BY:
RK

DATE:
8/30/2021

ENGINEER OF RECORD:
RAJ KRISHNASAMY, P.E.
FLORIDA LICENSE NO.:
53567



TIERRA SOUTH FLORIDA
2765 VISTA PARKWAY, S-10
WEST PALM BEACH, FL 33411

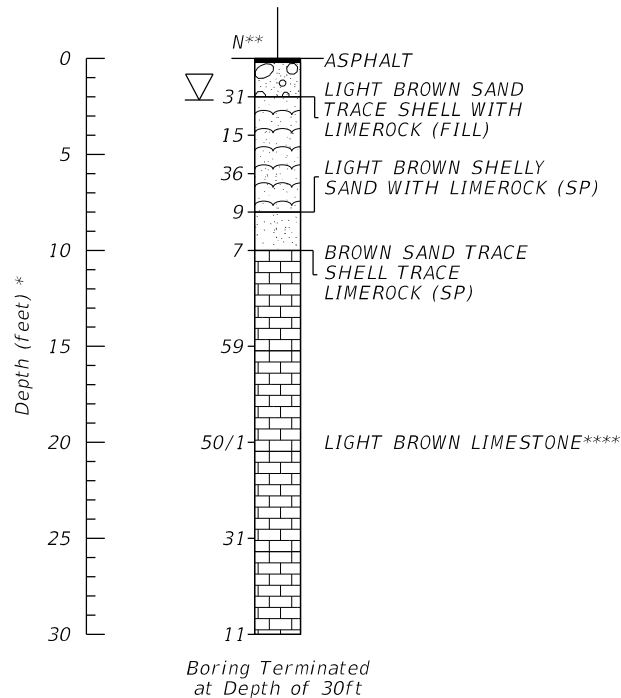
SCALE:
NTS

PROJECT NUMBER:
7111-21-320

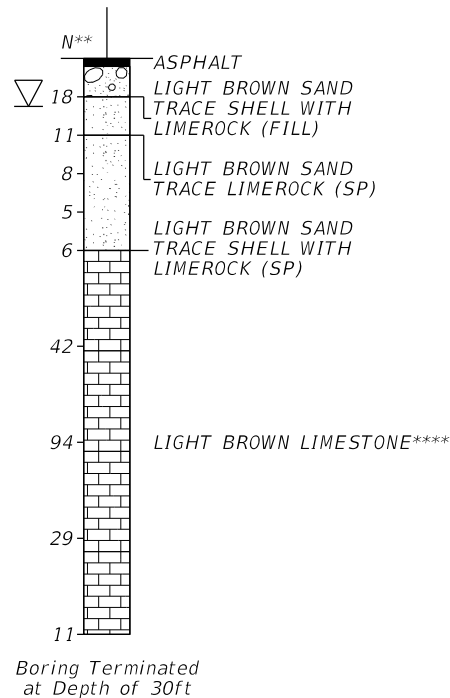
BORING LOCATION PLAN
MASSINI AVENUE PRIVACY WALL
GOLDEN BEACH, FLORIDA

Sheet:
1

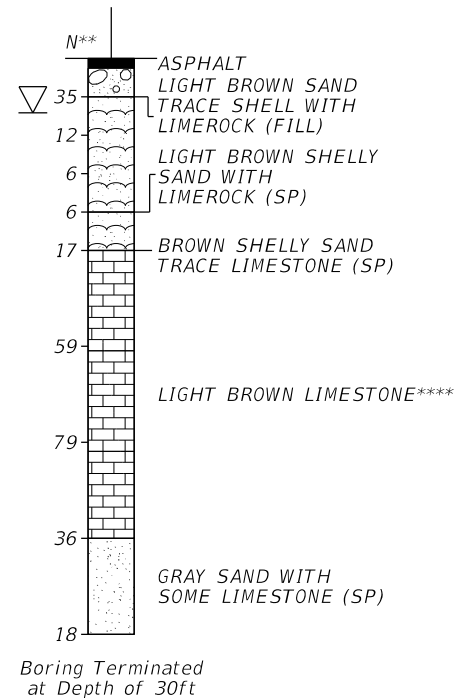
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DATE 8/18/2021
HAMMER Auto
RIG CME-55
***LATITUDE 25.975091
***LONGITUDE -80.121901



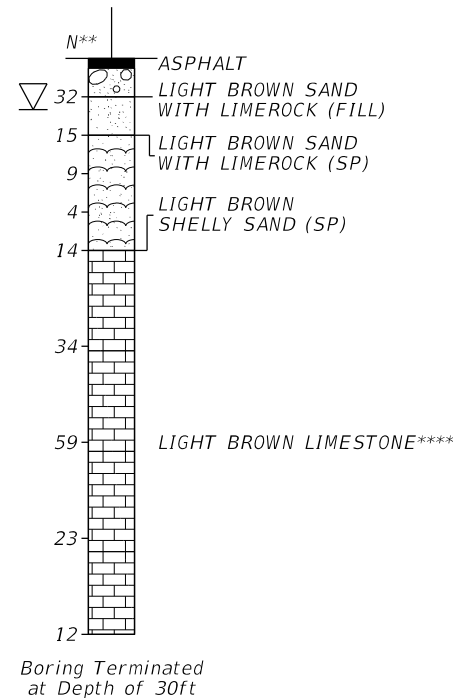
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***LONGITUDE -80.121332



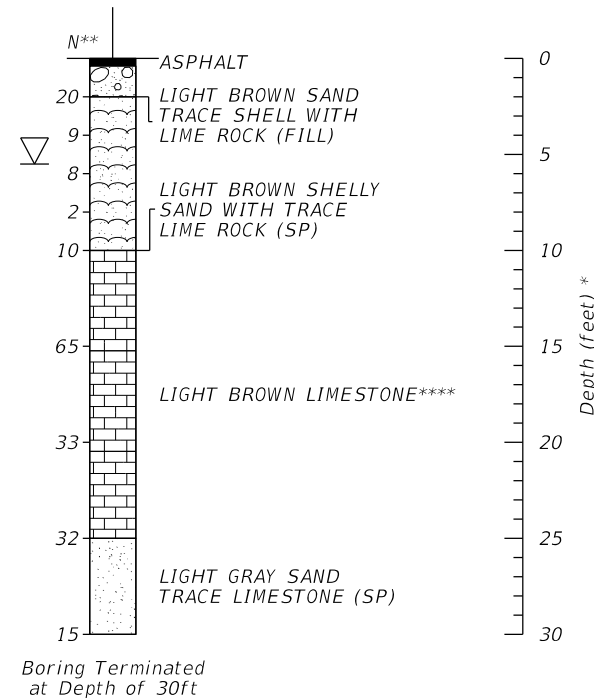
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DATE 8/18/2021
HAMMER Auto
RIG CME-55
***LATITUDE 25.975115
***LONGITUDE -80.120756



BOR # B-4
DATE 8/18/2021
HAMMER Auto
RIG CME-55
***LATITUDE 25.975142
***LONGITUDE -80.120169



BOR # B-5
DATE 8/18/2021
HAMMER Auto
RIG CME-55
***LATITUDE 25.975162
***LONGITUDE -80.119732



Legend

- ▽ Encountered Groundwater Table
- Asphalt
- Gravelly Sand
- Shelly Sand
- Sand
- Limestone Hard

NOTES

- * DENOTES DEPTH IN FEET FROM EXISTING GROUND SURFACE
- ** SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. GENERALLY DESIGN CORRELATIONS AND PROGRAMS USE SAFETY HAMMER N-VALUES. HENCE, THE ABOVE N-VALUES NEED TO BE MULTIPLIED BY 1.24 TO OBTAIN EQUIVALENT SAFETY HAMMER N-VALUES FOR DESIGN PURPOSE.
- *** LATITUDE AND LONGITUDE ARE APPROXIMATE, BASED ON HANDHELD GPSMap GARMIN 78s. ACTUAL BORING LOCATIONS COULD VARY
- **** THE LIMESTONE STRATA ENCOUNTERED WITHIN THE PROJECT SITE CORRESPOND TO ROCK FORMATION THAT TYPICALLY OFFER HIGH RESISTANCE TO EXCAVATION AND DRILLING. SPECIAL EQUIPMENT AND BREAKING TOOLS ARE TYPICALLY REQUIRED TO EXCAVATE AND DRILL WITHIN THESE LIMESTONE LAYERS. THESE LIMESTONE LAYERS ARE ALSO DIFFICULT TO DEWATER DUE TO ITS HIGH POROSITY AND PERMEABILITY.

DRAWN BY:
NG

CHECKED BY:
KV

APPROVED BY:
RK

DATE:
8/30/2021

ENGINEER OF RECORD:

RAJ KRISHNASAMY, P.E.
FLORIDA LICENSE NO.:
53567



TIERRA SOUTH FLORIDA
2765 VISTA PARKWAY, S-10
WEST PALM BEACH, FL 33411

SCALE:

NTS

PROJECT NUMBER:

7111-21-320

SOILS PROFILE

MASSINI AVENUE PRIVACY WALL

GOLDEN BEACH, FLORIDA

Sheet:

2



State License #: CBC 1256823

Project Name: Massini & Terracina Wall
Project #: 3107

Quotes Number: 00001498
Expiration Date: February 18, 2022

Permacast Walls Contact Information

Sales/PM: Jason Downs
Email: jason@permacastwalls.com
Phone: (888) 977-9255
Mobile: +1 3522016783

Sales Manager: Steven Hatcher
Email: steven@permacastwalls.com
Phone: (888) 977-9255
Mobile: +1 8137204720

Job Site Address & Main Contact

Job Site Street: One Golden Beach Drive
Job Site City: Golden Beach
Job Site State: FL
Job Site Zip Code: 33160

Contact Name: Lissett Rovira
Phone: +1 305-932-0744
Email: lrovira@goldenbeach.us

Billing Information

Bill To Name: Town of Golden Beach
Bill To Address: 1 Golden Beach Dr, Golden Beach, FL 33160

Description: Install 1,102' of 10'H PermaWall 1.0 Sand Finish.

Quote Line Items

Product Name	Line Item Description	Quantity	Sales Price	Total Price
PermaWall 1.0 - Custom - Sand	Furnish & Install 10'H (8' over 2') PermaWall1.0(10' O.C.)Sand Finish	1,012.00	\$290.00	\$293,480.00
Column - 8.5x14	8.5"x14" Standard Columns included in wall LF price.	104.00	INCLUDED	INCLUDED
Cap - 8.5x14 - Standard	Standard Column Cap (please ask about our additional cap options)	104.00	\$30.00	\$3,120.00
Standard Paint - One Color	Permacast Specified Paint - Spray Application (applied on site after installation)	1,012.00	\$19.00	\$19,228.00
Engineering Fee	Engineered Shop Drawings required for local building dept. permit approval	1.00	INCLUDED	INCLUDED
Initial Permit Running Fee	Processing fee and actual permit fees up to \$1000 any additional fees paid by owner at cost via CO.	1.00	\$1,500.00	\$1,500.00
SonoTube - Custom	Foundation requires sleeving because of collapsing soil. - Included if needed.	104.00	INCLUDED	INCLUDED
Concrete Pump Needed	Concrete pumping or conveying(2hr min.)- Included if needed.	1.00	INCLUDED	INCLUDED

Totals

Grand Total: \$317,328.00

Wind Load	Exposure
160	D

Per LF Base Price is based on*:

- Should actual rating be determined higher than estimated, buyer is responsible for associated cost difference.



**Pictures shown are for illustration purpose only. Actual product may vary due to specific products ordered.*



Column Caps Illustration

Permacast Scope of Services

1. This proposal must be executed and attached as an addendum or exhibit to any additional contract for this work. Permacast Scope of Services supersedes and/or overrides contractual verbiage as a condition of agreement.
2. Please view Table A below for number of occurrences included in this proposal as well as the values of each item should they exceed the agreed upon occurrences.
3. No work can be changed without a Change Order. Change Orders must be given prior to change. Authorized signatures are required on change order.
4. Permacast is not responsible for grading or site preparation before or after wall is installed. Buyer agrees to set stakes every 50 LF marking the center line of wall to designate clearly the Starting points, Ending and Turning points of all wall lines. Final grade marks and elevation changes are required to be marked on stakes. Cut & Fill marked stakes are NOT acceptable. Site work by others, that requires removing or adding Fill / Soil must be done in advance of mobilization. Bottom of Retaining Walls must be clearly marked, cleared and accessible from both sides of wall line for installation of Permacast Machinery. Access from 1 side only may require a pump (See Table A)
5. Buyer shall provide a minimum 25' wide, clear level & stable access corridor to all wall locations & parallel to the entire length of the wall that is capable of supporting semi and concrete truck traffic and standard Permacast machine operations required to install the wall. This is subject to site inspection by Permacast prior to mobilization for work commencement and must be maintained for the duration of Permacast Access requirements. Ferrying material or access not provided will be billed extra time and labor at \$595 per hour. **Standard Permacast Machinery includes: Telehandler & Skid Steer**
6. Buyer agrees that the proposed wall line location will have no conflicts with trees, vegetation, underground lines, overhead roof eaves, overhead utilities, poles or guide wires, fire hydrants, manhole covers, telecom boxes, irrigation lines / heads / boxes. Furthermore, Permacast is not responsible for damage to sidewalks, curbs, ramps, driveways, asphalt, grass/sod, right of way, easements, said on-site underground utilities, irrigation pipes, wires or conduit, private electrical systems / low voltage, television, cable lines, fiber optic lines, drain fields, septic tanks, French drains, sewer drainage pipes, or any material that are not flagged or located by either the locate company or Buyer.
7. It is the sole responsibility of the owner/GC to de-energize any powerlines that interfere with the legal installation of the wall. Osha mandated clearances will be enforced, and this clause must be a part of all contracts.
8. Any on site changes or modifications to the layout, design or material that may necessitate less footage than originally contracted for are subject to a base rate adjustment as well as remobilization, transportation, and 35% restocking fees. This not a "LUMP SUM" proposal and is subject to site inspection and field measured quantities, actual charges will be for the exact amount of wall installed. Material returns will incur a 35% Restocking fee of original base linear foot cost. This includes material handling, shipping, machinery & logistics. Returns must commence on original crew and machine mobilization. No credit will be given for deduction of specialty orders.
9. Buyer agrees that price quoted does not include sleeving of foundations. If foundations require sleeving due to: collapsing soils, water intrusion, any subsurface or unknown & unforeseen condition causing the need for diameter and depth of foundation to be stabilized; Sleeving will be charged extra per Table A. Materials, means and methods of sleeving applied is at the sole discretion of Permacast.
10. Geo fabric, rock, sand or any material or combination that may be required for drainage above or below ground is not included in quote unless otherwise noted in Table A.
11. Buyer certifies to Permacast that minimum soil bearing capacity is 2,000 p.s.f. and at least 95% compaction. If soils do not meet required density, Permacast is not responsible for settling or cracking in walls, columns, foundations. Ground conditions for the work, travel & staging zones must be of stable, dry and acceptable driving conditions for machines and vehicles to carry and maneuver with heavy material.
12. Permacast shall not be responsible for the removal, spreading, or disposal of any dirt, rock or other debris which may result from the excavation of foundations necessary to install the wall, unless otherwise noted in Table A.
13. Permacast will not be responsible for the clean-up of minor excess concrete used for the installation of the wall.
14. Buyer agrees that the price quoted includes one mobilization for installation and one mobilization for painting crew unless otherwise noted in Table A. Expenses incurred for extra mobilizations will be charged to buyer.
15. This proposal excludes expenses incurred for heavy machinery including but not limited to: (Excavator, Cranes, Drill Rig, Vacuum Trucks) concrete pumping, conveying of concrete, traffic control, panel cuts for shortened panels, single columns, as well as associated costs and additional concrete for differing site conditions unless noted in Table A. Estimated amount of hours needed are due to the following: Concrete Company/Driver Discretion, Safety Conditions included but not limited to weather & ground conditions for accessibility of a concrete truck to the foundation holes.
16. This proposal includes 1 base Engineering Fee. Any Changes or modifications needed to the layout, system design, Custom connections / brackets, foundations, site conditions, material, or requirements of others that differ from Permacast's Original base submittal, including additional inspections or certifications that may be required will be billed extra and accordingly.
17. Small surface holes caused by air bubbles ("bug holes"), normal concrete variations, normal form joint marks, minor chips, minor imperfections, surface finishes, minor waving, indentation, and exposed fibers will be considered acceptable. Bug holes that appear at the time of form removal that are larger than 1/2" in any direction and bug holes between 1/4" - 3/8" in width that occur in a highly concentrated area shall be filled. Normal concrete expansion and

contraction surface cracks that do not affect the structural integrity of the product will be considered acceptable. Precast products have inherent imperfections and are not an architectural finish product. Columns have smooth steel form finish, Plus hand float / trowel finish. Requirements exceeding this will incur additional costs.

18. All spaces between wall components are engineered to function as control joints which allow for the natural contraction and expansion of the various components in a controlled manner. Accordingly, these spaces will not be filled in. Space created in column keyways due to grade/elevation changes, i.e. "Stair Steps", will not be filled unless otherwise noted & agreed by Permacast.
19. Buyer is responsible to supply and pay for all concrete dumpsters prior to Permacast mobilization. If concrete dumpster is not available prior to crew departure, buyer assumes responsibility for debris left onsite.
20. A copy of the Notice of Commencement & any applicable permits must be included with the signed proposal. If a full set of site plans has not previously been provided, such plans must be provided to Permacast upon signed proposal.
21. Any retainage shall be paid to Permacast within 30 days of completion of Permacast's work.
22. Buyer hereby acknowledges and agrees that the price quoted does not include the cost of additional labor, materials or equipment that may be required due to conditions, hindrances, obstructions, or obstacles which may be encountered in the field resulting in the need, for hand-dug holes, drilling or destruction of rock, concrete, asphalt or buried debris, removal of fence, cutting/sawing through above and underground tree roots/stumps or a change in standard methodology of installation of the Permacast fence wall, all as determined by Permacast in its sole discretion, unless otherwise noted in Table A. Permacast agrees to make reasonable efforts to notify Buyer prior to the commencement of any such work, if possible. Buyer shall be solely responsible for any such additional costs.
23. Painting crew will not mobilize until the fence line is cleared so that painters can reasonably apply paint in a safe and professional manner. Specific Sherwin Williams paint codes and color themes must be provided to Permacast by Buyer. A minimum amount of overspray on any and all foliage, plants, shrubs and trees will be considered acceptable. Any additional landscaping that is installed after the wall is installed and before painting, will null and void the original paint price and require execution of a change order for additional time, preparation and/or hand-rolling.
24. If Buyer chooses integrally colored concrete, buyer agrees and understands that samples are for reference only and finished product appearances may vary. Permacast makes no claims or guarantees as to exactness of final hue and/or tint of color. Shade variations of cement, aggregates, plus variations in the volume of water, the addition of admixtures, and the differing day-to-day temperature and weather conditions can affect and cause hue and tint inconsistencies. Variations in finished color will be deemed acceptable.
25. If Buyer chooses not to paint, it is understood that certain material will have patching areas of darker discoloration, dunnage marks from shipping / handling, and Imperfections from a plant-run grey Portland concrete & non architectural product. Painting is always recommended.
26. This proposal includes standard employee wage rates based on a 40-hour work week.
27. Time is of the Essence (Owner / Buyer caused delays): Any Change in scope of work, deficient site readiness or access as determined by Permacast in its sole discretion, will be subject to additional costs to be borne by Buyer for downtime delays, standby time, or further need to remobilize personnel or equipment. If for any reason other than our own we are forced to leave the jobsite, there will be a remobilization charge per table A.
28. Permacast is not responsible for any delays or work stoppages caused by Buyer or other person or entity in commencing or completing Permacast's scope of work. Buyer agrees to indemnify and hold harmless Permacast for any delays that result in increased costs or expenses to Permacast. In the event any work stoppage if for any reason other than Permacast Walls LLC, responsibly on the subject project, regardless of duration, the pricing set forth herein shall be subject to reasonable adjustment based upon additional expenses incurred by Permacast and/or lost opportunities as a result of any such stoppages or delays in the subject project.
29. The pricing set forth in this contract remains valid for ninety days (90) days following execution of this contract. If buyer has not authorized Permacast to commence its work within ninety (90) days following execution of the contract, the pricing set herein is subject to reasonable adjustment based upon increased labor, shipping and/or material costs.
30. In the event of a material breach by buyer of any of its obligations under this Contract, including non-payment, Permacast shall be entitled to payment of its reasonable attorney's and paralegals' fees and costs by Buyer which are incurred before, during, and after any lawsuit is filed, in appellate proceedings, and in bankruptcy.
31. Any litigation or disputes between the parties related to this contract shall only be brought or maintained in Manatee County, Florida.
32. Buyer agrees to photography and/or video recording of wall line and surrounding landscape in view by Permacast for marketing purposes.
33. This proposal is based on Florida building code construction requirements for Wall Structures (Not Fences).
34. Final construction walkthrough inspection will be available after construction and paint application. It is Buyer's responsibility to be on site for project acceptance as Permacast completes its scope of work. Any outstanding items not provided and agreed upon during final walkthrough inspection will be subject to remobilization fees as noted in Table A.

"Table A" shows the number of occurrences for each of the listed services that are included in the above quoted price. If unforeseen work/services are necessary for the proper installation of the wall, then the price per occurrence is also listed in Table A and will be added as an addendum to this proposal.

Table A

Items included in proposal	Occurrences	Values if Occurrences Exceed Allowances	Details
Hand digging. Foundations deeper than 5' cannot safely be hand dug and therefore they will not be.	0	\$500.00	per foundation up to 24" in diameter
Spreading of spoils from foundation holes along wall line (approximate even spread, not exact grading.)	0	\$4.00	per linear foot
Non-standard length panels with extra foundations and columns. & Non-standard machinery needed due to utilities, cap rock, boulders, tree roots, or other.	0	\$500.00	per instance
Panel cuts for non-standard length panels or column cuts.	3	\$300.00	per cut
Sleeving: Foundation requires sleeving Per #9 of scope of services.	0	INCLUDED	per foundation up to 24" in diameter
Concrete pumping or conveying	0	INCLUDED	per hr (2 hr min.)
Site visits before installation per buyer's request.	1	\$2,000.00	Visit
Engineering / Pay APP Certification or other Site visit Inspections	0	\$1,000.00	Per Occurrence
Mobilization of installation crew	1	\$6,000.00	per mobilization
Mobilization of painting crew	1	\$3,000.00	per mobilization
Traffic control		Price available as needed	per day

Terms: ■ **33% Material / Stored materials deposit due upon acceptance of this proposal.**

■ **Progress payments for delivered material and installed wall due on invoice.**

■ **Balance due on completion.**

- **NOTE : Customer recognizes that the construction industry is currently experiencing price and availability volatility with regard to the materials & freight used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products or freight charged to Permacast in excess of five percent (5%) subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to Permacast. Permacast will submit written documentation of the increased charges to the Customer upon request.**

■ **An interest rate of 1.5% / month prorated will be applied to billings past due.**

I hereby agree to all specifications, terms, and conditions of this proposal for contract.

Sold by: Permacast LLC

Jason Downs

Date

Authorized by: _____

Signature

Date



Estimate Summary

Project Name:
Town of Golden Beach
Privacy Wall @ Massini Ave

Gross Area (GSF): 820

Job Number
F000xxx

Estimate Status: Conceptual Estimate

Estimate Date: 24-Sep-21

Addenda: 0

Line No.	Bid Ticket	Trade Description	Current Estimate	Comments	Costs per Sqt
1	01A	General Conditions	\$ 104,650		\$ 127.62
2	01B	Testing/QC/Survey	\$ 11,695		\$ 14.26
3	04A	Masonry	\$ 533,000		\$ 650.00
4	09A	Stucco & Plaster	\$ 111,520		\$ 136.00
5	09K	Painting	\$ 15,744		\$ 19.20
6	26A	Electrical	\$ 9,800		\$ 11.95
7	31A	Earthwork	\$ 32,500		\$ 39.63
	31C	Dewatering	\$ -		\$ -
8	31D	Piling	\$ 265,140		\$ 323.34
	32A	Paving, Curbing & Signage	\$ -		\$ -
	32B	Pavers & Walks	\$ -		\$ -
	32C	Site Improvements / Furnishings	\$ -		\$ -
9	32D	Landscape & Irrigation	\$ 55,000		\$ 67.07
10	40A	Civil Engineer	\$ 5,000		\$ 6.10
11	40B	Landscape Engineer	\$ 6,000		\$ 7.32
12	40C	Architect	\$ 20,000		\$ 24.39
13	40c	Structural	\$ 35,000		\$ 42.68
	SUBTOTAL		\$ 1,205,049		\$ 1,469.57
	Permits		By Owner		
	General Liability Insurance	0.330%	\$ 4,524		
	Builders Risk Insurance	0.350%	\$ 4,798		
	Performance Bond	1.280%	\$ 17,547		
	Contractor Contingency	4.000%	\$ 49,277		
	Construction Fee	7.000%	\$ 89,684		
	TOTAL PROJECT		\$ 1,370,879		
	Cost Per GSF		\$ 1,671.80		

PROPOSAL					
PROJECT DESCRIPTION:		TOWN OF GOLDEN BEACH		DATE: 02/10/2021	
FINANCIAL PROJECT ID:		Golden Beach 1,012 If Privacy Wall on Massini & Terracina			
PROJECT NO.:		N/A			
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
1	Mobilization and General Items	LS	1.00	6,900.00	6,900.00
	Mob				
	Tempor. Fencing				
	Lay-out of work				
	Soil Testing				
2	Clearing and Grubbing	LS	1.00	5,500.00	5,500.00
	Clearing and Grubbing				
	Remove irrigation, landscaping and trees (By Owner)				
	Remove existing fence (By Owner)				
	Remove electrical panels and security system, (By Owner) Power Conduits to be determinated				
3	Excavation Footer and Preparation	LS	1.00	60,940.00	60,940.00
	Excavacion				
	Stabilization				
4	Wall Construction Formed and Pour in Place (Standard Finish)	LS	1.00	393,800.00	393,800.00
	Based on the Sketch attached				
	Backfill (both sides)				
				TOTAL	467,140.00
	Alternate:				
A-1	Milling and Resurfacing at Massini ST @ \$27/sy (Approx. \$24,030.00)				
	Milling				
	Tack & 1" Asphalt (approx 890sy)				
A-2	Curb Reconst. Possibly needed aprox 800lf @ \$32/LF(Approx \$25,600.00)				
	Sawcut asphalt at Massini				
	Curb removal				
	Prepare grade				
	D Curb				
A-3	Augured Piles if Needed @ Unit Price \$2,250.00 (TBD)				

Payment Terms:

The price(s) quoted here are based on the quantities/measurements stated above. Any change in measurement or quantity may result in a price adjustment. Customer agrees to pay interest on past due payments at the highest rates allowed by law from when payment is due until payment is received by Southeastern. Customer agrees to pay all costs of collections due to non payment and reasonable attorney fees of the contractor in any effort to collect moneys under this agreement. All prices quoted are good for 30 days.

Exclusions: Permit fees unless specifically accounted for above, HOA fees, landscape restoration or any other work not specifically listed or described in this proposal. If you do not see an item of work described above please do not assume that it is accounted for.

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

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

No restoration or repairs work such as landscaping, irrigation, etc., etc. is included in above items.

Minimum charge for concrete is \$2,800

Submitted by: **Southeastern Engineering Contractors, Inc.**
911 NW 209th Avenue, Suite 101
Pembroke Pines, FL 33029

Accepted by:

Town of Golden Beach




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 15, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Resolution No. 2804.22 – Assigning Councilmember's The
Duty To Inquire Into The Operation Of A Particular Area Of
Town Operation

Item Number:

10

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2804.22 as presented.

Background:

Section 3.05 of the Town Charter calls for the Town Council to be assign the duty to inquire into the operation of a particular area of governmental responsibility for a period of six months in order for the Councilmember to become informed as to the objectives of the government of the Town.

The current assignments are as follows:

Mayor Singer	<u>Finance Department</u>
Vice-Mayor Lusskin	<u>Building & Zoning Department</u>
Councilmember Bernstein	<u>Public Works Department</u>
Councilmember Mendal	<u>General Government</u>
Councilmember Einstein	<u>Police Department</u>

We propose the following assignment through the next Town Elections:

February 2022 to August 2022

Mayor Singer	<u>General Government</u>
Vice-Mayor Mendal	<u>Public Works Department</u>
Councilmember Bernstein	<u>Police Department</u>
Councilmember Lusskin	<u>Finance Department</u>
Councilmember Einstein	<u>Building & Zoning Department</u>

September 2022 to February 2023

Mayor Singer	<u>Police Department</u>
Vice-Mayor Mendal	<u>Building & Zoning Department</u>
Councilmember Bernstein	<u>Finance Department</u>
Councilmember Lusskin	<u>General Government</u>
Councilmember Einstein	<u>Public Works Department</u>

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2804.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ASSIGNING EACH COUNCILMEMBER THE DUTY TO INQUIRE INTO THE OPERATION OF A PARTICULAR AREA OF GOVERNMENTAL RESPONSIBILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.05 of the Town Charter of the Town of Golden Beach, Florida, the Town Council shall assign each Councilmember the duty to inquire into the operation of a particular area of governmental responsibility for a period of six months in order for the Councilmember to become informed as to the objectives of the government of the Town; and

WHEREAS, for added efficiency the Council would also like to assign each Councilmember the duty to inquire into the operation of a particular area of governmental responsibility for the following six month period; and

WHEREAS, the Council finds that the assignments as specified herein are in the best interest of the Town.

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

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

Section 2. Assignments. That in accordance with Section 3.05 of the Town Charter, the following assignments are hereby approved and shall remain in effect for a period of six months, from February 2022 to August 2022:

Mayor Singer	<u>General Government</u>
Vice-Mayor Mendal	<u>Public Works Department</u>
Councilmember Bernstein	<u>Police Department</u>
Councilmember Lusskin	<u>Finance Department</u>
Councilmember Einstein	<u>Building & Zoning Department</u>

And the following assignments are hereby approved and shall remain in effect for a period of six months, from September 2022 to February 2023:

Mayor Singer	<u>Police Department</u>
Vice-Mayor Mendal	<u>Building & Zoning Government</u>
Councilmember Bernstein	<u>Finance Department</u>
Councilmember Lusskin	<u>General Government</u>
Councilmember Einstein	<u>Public Works</u>

Section 3. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon its adoption.

Sponsored by Town Administration.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida,
this 15th day of February, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

STEPHEN HELFMAN
TOWN ATTORNEY