



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the November 22, 2022
Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 852 1409 1354 Password: 759464

For Dial In Only: Call 929.205.6099 Meeting ID: 852 1409 1354

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, NOVEMBER 22, 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. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

J. TOWN ATTORNEY REPORT

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

- 1. An Ordinance of the Town Council Amending the Town of Golden Beach Employees' Pension Plan To Provide for Updated Definitions and Optional Forms of Benefits.**

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 24-31 "DEFINITIONS, AND SECTION 24-34 "OPTIONAL FORMS OF BENEFITS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 603.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 603.22

M. QUASI JUDICIAL RESOLUTIONS

None

N. TOWN MAJOR PROJECTS REPORT/UPDATE

- Civic Center Construction Update

O. CONSENT AGENDA

2. **Official Minutes of the September 13, 2022 First Budget Hearing**
3. **Official Minutes of the September 28, 2022 Final Budget Hearing & Special Town Council Meeting**
4. **Official Minutes of the October 25, 2022 Special Town Council Meeting**
5. **A Resolution of the Town Council Approving the Donation of \$10,000 to Best Buddies International.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$10,000.00 TO BEST BUDDIES INTERNATIONAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2846.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2846.22

6. **A Resolution of the Town Council Approving A Contract with Oliva Paving & Associates for Roadway Improvements to South Island Drive.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH OLIVA PAVING & ASSOCIATES FOR ROADWAY IMPROVEMENTS WITHIN SOUTH ISLAND DRIVE; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2847.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2847.22

7. A Resolution of the Town Council Approving the Site Plan for the Re-Imagined Tweddle Park & New Wellness Center.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE SITE PLAN FOR THE RE-IMAGINED TWEDDLE PARK AND WELLNESS CENTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2848.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2848.22

8. A Resolution of the Town Council Approving An Agreement for Professional Services with Keith & Associates, Inc. for the Redesign of Tweddle Park and the New Wellness Center.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A CIVIL ENGINEERING AGREEMENT WITH KEITH & ASSOCIATES, INC. FOR THE RE-IMAGINED TWEDDLE PARK AND NEW TOWN WELLNESS CENTER AT THE CIVIC CENTER COMPLEX; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2849.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2849.22

P. TOWN RESOLUTIONS

9. A Resolution of the Town Council Approving An Agreement for Professional Services with Martin Architectural Group for the Redesign of Tweddle Park and the New Wellness Center.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A DESIGN AGREEMENT WITH MARTIN ARCHITECTURAL GROUP FOR THE RE-IMAGINED TWEDDLE PARK AND NEW TOWN WELLNESS CENTER AT THE CIVIC CENTER COMPLEX; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2850.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2850.22

10. A Resolution of the Town Council Awarding a Request for Proposal for Civic Center Furniture and Equipment to Compass Office Solutions.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDED RFP 2022-001 CIVIC CENTER OFFICE FURNITURE AND EQUIPMENT TO COMPASS OFFICE SOLUTIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2851.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2851.22

11. A Resolution of the Town Council Approving A Proposal from Hotwire Communications for a Town-Wide Camera System.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE TERMS OF A PROPOSAL FROM HOTWIRE COMMUNICATIONS FOR A TOWN-WIDE SECURITY CAMERA/SURVEILLANCE SYSTEM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 11
Resolution No. 2852.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2852.22

12. A Resolution of the Town Council Approving the Third Amendment to the Town Manager's Employment Agreement.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12
Resolution No. 2853.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2853.22

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Jaime Mendal:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

DECORUM:

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

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

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

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

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 22, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Ordinance No. 603.22 – Amending Code, Chapter 24,
“Personnel,” Article II, “Retirement,” Division 1 “General
Employees” By Amending The Town of Golden Beach
Employees’ Pension Plan at Section 24-31 “Definitions,” and
Section 24-34 “Optional Forms of Benefits.”

Item Number:

1

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 603.22 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 Town Council voted unanimously at the April 19th, 2016 Regular Town Council Meeting, to allow the Town Manager to join the Town’s Employee Pension Plan.

This Ordinance as presented states that the Town Manager Member shall be eligible for normal retirement upon the completion of 20 years of Credited Service. It further provides that the Town Manager Member may participate in the Town’s DROP plan upon completion of 20 years of Credited Service irrespective of age.

Fiscal Impact:

Currently the Town is required to contribute 32.16% of payroll to the pension. The Town has budgeted for the 2022-2023 fiscal year 35% of payroll for the

MEMO ORD. 603.22

RE: Normal Retirement Date for Town Manager

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pension. If the Manager were to join the Pension the Town would be required to contribute 33.31% (an increase of 1.15%), well within the budgeted 35%.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 603.22

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 24-31 "DEFINITIONS, AND SECTION 24-34 "OPTIONAL FORMS OF BENEFITS"; 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, consistent with the Town Council's negotiation with the Town Manager regarding amending his employment agreement, the normal retirement date will be changed to reflect retirement eligibility and DROP participation upon the completion of twenty (20) years of service, irrespective of age; and

WHEREAS, to codify the negotiated retirement provisions, it is necessary to adopt an ordinance amending the Plan as set forth in Chapter 24, Article II of the Town Manager's 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

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

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 24-31 “Definitions” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-31. - Definitions.

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Normal Retirement Date means for each Member the first day of the month coincident with or next following the attainment of his 65th birthday if a General Employee, or if a Police Officer age 55 with ten years of Credited Service or age 52 with 25 years of Credited Service. Provided that effective October 1, 2006 ~~the Town Manager Member or Police Officer Members~~ shall be eligible for normal retirement upon attainment of age 52 and completion of 20 years of Credited Service. Effective [INSERT SECOND READING], the Town Manager Member shall be eligible for normal retirement upon the completion of 20 years of Credited Service. A Member may retire on his Normal Retirement Date or on the first day of any month thereafter.

Section 3. Code Amended. That Section 24-34 “Optional forms of benefits” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

- (6) *Option 6—Deferred Retirement Option Plan for Town Manager Member.* The Town Manager Member may elect to participate in the Deferred Retirement Option Plan (DROP) on the same terms and conditions as the DROP Plan for Police Members, except that the Town Manager Member may participate upon completion of 20 years of Credited Service irrespective of age. The DROP Plan for the Town Manager Member shall become part of the Plan and shall be administered by the Board as established herein.

Section 4. 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 5. 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 6. 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 7. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

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

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

PASSED AND ADOPTED on first reading this ____ day of November, 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 Jaime Mendal | _____ |
| Councilmember Judy Lusskin | _____ |
| Councilmember Kenneth Bernstein | _____ |

Councilmember Bernard Einstein _____

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: November 22, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: **Town Council Minutes**

Item Numbers:

2 -4

Recommendation:

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

- September 13, 2022 First Budget Hearing
- September 28, 2022 Final Budget Hearing & Special Town Council Meeting
- October 25, 2022 Special Town Council Meeting



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the September 13, 2022
First Budget Hearing called for 6:00 P.M.

Zoom Room Meeting ID: 895 3774 9224 Password: 114969

For Dial In Only: Call 929.205.6099 Meeting ID: 895 3774 9224

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, SEPTEMBER 13, 2022.

A. MEETING CALLED TO ORDER

Vice Mayor Mendal called the meeting to order at 6:08 p.m.

B. ROLL CALL

Councilmember's Present: Vice Mayor Jaime Mendal, Councilmember Judy Lusskin, Councilmember Kenneth Bernstein, Councilmember Bernard Einstein (via zoom).

Councilmember's Not Present: Mayor Glenn Singer

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman (via Zoom), Assistant Town Manager Linda Epperson, Chief Rudy Herbello, Finance Director Maria Camacho, Lt. Leila Perez (via Zoom), Asst. to the Town Clerk Sallam "Destiny" AbuJarour.

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. ADOPTION OF PROPOSED COMBINED MILLAGE AND PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2022/2023 (TIME CERTAIN ITEM)

1. **A Resolution of the Town Council Adopting the Proposed Millage Rate for the Fiscal Year Commencing October 1, 2022 through September 30, 2023.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO

ADOPT THE MILLAGE RATE; PROVIDING FOR AN
EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2837.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2837.22

A motion to approve was made by Councilmember Luskin, seconded by Councilmember Bernstein

On roll call, the following vote ensued:

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

The motion passed.

Town Manager stated that we take great pride in putting together the budget every year with team of Finance Director, Department Directors, and Town Clerk. We will hold combined millage rate at 8.40 mills for seventh consecutive year. Reminded the public that the millage rate has reduced 3 times since becoming Manager 16 years ago. Will never plan for the Millage rate to go above 8.50 mills.

Town Manager began the presentation with the millage rate since it allows us to set our budget. 2 parts to the millage funds. First is the general operating budget which is city expenses and city funds. The second is a millage rate imposed by the residents. They decide what GO bond process they are willing to add to the millage rate that is going to cover the bonds they have approved. There is a current bond that was approved in 2008 and refinanced in 2016. The next budget (2023/2024) will see a second GO approved bond which allows for a GO approved debt millage. The commitment from this Council was to keep the combined 8.40 millage rate. We can only budget 95% of revenues generated by millage rate of 7.735 mills.

Town Manager started going over the General Fund Balance to determine sufficiency of millage rate and fiscal health. In adopting the 2021 financial audit statements, the General Fund balance was at \$5.2 Million. It is expected we are going to have at least a \$700,000 savings to bring the new fund balance this year to \$5.9 Million. Of the \$5.9 Million you have restricted certain dollars and they may be unrestricted through council action and reallocate them. Currently restricted to \$330,000 for the Building Department, \$1.1 Million for Capital Projects, \$210,000 for Pension Plan Liability (rainy day funds), \$135,000 for Insurance Liability, \$90,000 unassigned to Building Department, \$1 Million unassigned to the General Fund. We are making two allocations to the Fund Balance in this year's budget. One goes directly to the General Fund of \$650,000 and directly from the fund balance to the 330 fund of \$1.9 Million leaving the proposed fund balance of

approximately \$3.3 Million. Of the \$3.3 Million, \$2.3 Million was due to the Stormwater fund. Pleased to announce that although council considered increasing the Stormwater rate earlier in the year, after consulting the members of the community and the council of the needs of the community, we have decided to not increase the Stormwater fee. The Town currently has 3 outstanding debts from the Bond Issue Series refinanced in 2016 at \$12.1 Million, FDEP Stormwater feed at \$1.4 Million, and the City National Bank Note at \$2.6 Million. We will be drawing the balance of City National Bank this Fiscal Year. We do believe that the 8.4 mills meets all of our debt obligations. Our assessed value has increased to \$1.4 billion and expect that number to grow next year and flatten out. The operating millage of 7.735 will generate to the town in the 100% value of \$11.1 million. In the General Fund, we're going to have \$10.5 million for budgeting purposes because we can only allocate to the 95% number. We currently have \$64.3K in the Debt Service Fund Balance. We did set aside \$200,000 in the General Fund Budget for purposes of needing a potential new bond issuance of \$7 million, which was approved by the residents last month.

2. A Resolution of the Town Council Adopting the Tentative Budgets for the Fiscal Year Commencing October 1, 2022 through September 30, 2023.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE TENTATIVE BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2838.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2838.22

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

On roll call, the following vote ensued:

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

The motion passed.

E. PRESENTATIONS / TOWN PROCLAMATIONS

2022-2023 Fiscal Year Budget Presentation

Town Manager stated that we made a couple of assumptions and commitments that the Council took related to the future of the community. The biggest assumption is that we need to fully complete the Civic Center Project. We increased the budget by \$5-million in the last meeting to make some improvements. This year, a lot of the new money in the budget goes to building. We have also increased the salary for police officers, which was approved at the last council meeting by the Council, which was a much needed and deserved increase of \$600,000. We also had to put money in for outfitting the new Civic Center. We have allocated \$705,000 secured by this Administration by securing grants that the residents will never have to pay back. We have been able to bring over \$38 million in free money. We are taking \$1.9 million dollars from our reserves and into the building. It calls for an additional \$720,000 for the new Civic Center for furniture and equipment. It also calls for money for new expanded CCTV system. We will not rush through a contract for CCTV that isn't fully vetted. Of all of our roads in town, South Island Drive has the worst conditions today. Golden Beach Drive will get a new road, however, being paid for with \$1.2 Million by Miami-Dade Water and Sewer as part of forced main negotiations.

Vice Mayor Mendal asked if it included the islands.

Town Manager responded that we worked on Center Island last year, we are doing South Island this year, and North Island is all that would be left and it has the best driving surface.

Councilmember Lusskin asked if we did anything to the main force line when we did these projects in 2007.

Town Manager answered no because the Town has a system called a gravity system assisted by pumps for the sewer system and the county wanted to increase the size of the pump because of the water infiltration in the system.

Town Manager requested that we start the process of going through each department to see where each of the increases are per department.

Town Manager began with the executive department. We went from \$448,937 to \$523,286 under personnel services because of the insurance where we went from \$88K to \$115K. The legislative account went from \$98K to \$106K due to the insurance increases. In the expenditure line, we went from \$51,056 to \$51,586 because of the 1%, which brings the department total from \$149K to \$158K. Under the Town Clerk Department personnel went from \$205,558 to \$250,392, which is the 5.5% cost of living increase, 34% pension and 15% insurance. The expenditure side has an increase because of the upcoming election from \$81,255 to \$90,218. The Finance Department went from \$248,798 to \$292,367. We are looking to fill the vacancy for an Assistant to the Finance Director as we see the increasing value of the Finance Department as well as keeping the contracted employee during the audit. The expenditure line went from \$90,951 to \$91,860 taking the department total from \$339,749 to \$384,227. Moving on to Legal, which is a department that we keep flat at \$179,500 and we welcome the Town Attorney to use his budget. We thank him for staying under budget, but do continue to encourage and urge him to use the money. The General Government budget has gone from \$2,400,000 to \$2,300,000. There is a decrease because we

decided to put all the money directly into the 330 Fund instead of putting it into the General Fund. Did not want to inflate the general fund. Restricted CIP growth went to 720. We increased our reserves from \$297,000 to \$332,000. There is a new line for Resident Communication Services at \$194,400.00, which is our Hotwire obligation. The Law Enforcement Department personnel costs have gone from \$2,969,352 to \$3,771,688. On the Operating side, we did have a hiccup due to the increased fuel costs and went over budget. We went from \$467,812 to \$501,000 and the increase came from the fuel line and the purchases of Tahoe's. In the Building Department, we will be bringing in a new Director or Official for the Building Department. The increase there is from the additional position we created, the salary line items went from \$356,000 to \$624,000. On the Operating side, we went from \$292,000 to \$364,000 because we had to bring up all of our inspectors to what the market is considering compensation for inspections and inspection services. The operating expenditure budget for the Public Works department went from \$323,000 to \$333,000. The personnel budget went from \$937,188 to \$1,015,802. Roads and Streets, although not in this budget, is also where we have the second attrition position. The salaries have gone from \$112,825 to \$121,639 and expenditures have gone from \$657,000 to \$633,000. Recreation personnel has gone from \$383,000 to \$396,000. Operating has gone from \$583,000 to \$626,000 with the majority of that increase is for landscaping. Resident Services has gone from \$232,000 to \$278,000. Festivities have stayed at \$228,000. The General Fund Budget has a total of \$13,109,000.00. The Law Enforcement Trust Fund we call to allocate personnel costs to be \$139,000 to \$172,000. The expenditure is being called from \$68,000 to \$284,000, which this increase is for the CCTV system. The Debt Service Fund went from \$899,000 to \$1,100,000 because we added \$200,000 for the potential debt issuance. Capital Projects salaries went from \$107,000 to \$121,000 and funding went from \$6,130,000 to \$5,757,000. This is seed money for the Wellness Center, reimagined Tweedle Park and all of our obligations with the new Civic Center. In the Stormwater Fund, we see the big increase from \$468,000 to \$968,000. The grand total is \$21,514,387, which is the largest budget in our Town's history. This budget will be immediately amended after the first of the year to \$28,914,000 because we will be adding whichever debt service plus any premiums we earn into the budget. There are a total of 5 vacant positions in this year's budget 3 of which must be filled at the liberty of the design of the new building. 2 of the filled positions will eventually go away as a part of our attrition program. In the police department, positions will go away as a part of our attrition program. As we see the need for our LETF Obligations to go down, we'll reduce the personnel for our police department. We have allocated \$2,000,000 in potential dag funding for the year. We currently have an executed balance in excess of \$5,000,000.00.

Town Manager explained the difficult decision to add a \$960 charge for the assessment with Hotwire as a part of the telecommunications bill regardless of whether or not the residence chooses to use Hotwire as their internet provider.

Vice Mayor Mendal asked about the allocated amount for the building department for technological advancements for the Civic Center.

Town Manager clarified about the cognizance of the Town and explained that the States changed that we now charge the fees associated with running the building department and limiting the reserve. We reduced the fund balance last year because we can no longer continue to create more revenues than we have in expenditures.

F. MOTION TO SET THE AGENDA

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

G. TOWN RESOLUTIONS

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

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

Exhibit: Agenda Report No. 3
Resolution No. 2839.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2839.22

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

On roll call, the following vote ensued:

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

The motion passed.

H. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Councilmember Bernstein seconded by Councilmember Lusskin.

Consensus vote 3 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:34 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Minutes for the September 28, 2022
Final Budget Hearing & Special Town Council Meeting called for 6:00 P.M.**

Zoom Room Meeting ID: 876 9317 5269 Password: 745824

For Dial In Only: Call 929.205.6099 Meeting ID: 876 9317 5269

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. WEDNESDAY, SEPTEMBER 28, 2022.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:07 p.m.

B. ROLL CALL

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

Councilmember's Not Present:

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Lt. Leila Perez, Asst. to the Town Clerk, Sallam "Destiny" AbuJarour.

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. ADOPTION OF PROPOSED COMBINED MILLAGE AND PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2022/2023 (TIME CERTAIN ITEM)

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2022 through September 30, 2023.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO ADOPT THE MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2840.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2840.22

A motion to approve was made by Councilmember Bernstein, seconded by Councilmember Einstein, and on roll call the following vote ensued:

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

The motion passed.

Town Manager stated that the combined millage rate is staying at 8.4 mills and as of July, the Town is worth \$1.4 billion. The 8.4 millage rate fully funds and meets all of our financial obligations.

2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2022 through September 30, 2023.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2841.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2841.22

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

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

The motion passed.

E. PRESENTATIONS / TOWN PROCLAMATIONS

NONE

F. MOTION TO SET THE AGENDA

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

Town Manager asked to pull Item #4 out of the consent agenda and move it to the regular agenda. Requested to have a brief conversation on recreational spaces.

G. GOOD AND WELFARE

NONE

H. MAYOR'S REPORT

Spoke on the Town being fortunate with the case of Hurricane Ian and continues to encourage and urge residents to always be prepared. We got lucky that it did not get us and thanked the Police Department and Public Works for a great job in helping the Town prepare for the worst. Congratulated the Police Department on the passing of the Bond Referendum. The Town submitted a full report and Town Manager and I had a call explaining where the Town is financially as well as what we plan on doing and what we've done in the past. We're limited on a revenue source because we're a small Town, so to get a Aa2 rating is amazing. Thanked Maria and Town Manager for a phenomenal job. Working with the Town Manager tonight on creating a Site plan for the new park and Wellness Center as well as the amenities. The new walls have created an added security. The Town is still working on maintenance projects throughout the Town. Congratulations to the Town Manager and Town Staff for 2022/2023 budget.

I. COUNCIL COMMENTS

Councilmember Bernstein complimented the Town Manager and Police Chief on how they handled hurricane preparation.

Councilmember Lusskin spoke about the wall, it makes a huge difference for security and how many compliments we're getting for it. Thanked Town Manager and Staff for new pumps.

Councilmember Einstein extended his thanks on the budget and the hurricane preparation.

Vice Mayor Mendal spoke on the building department. Mentioned that he did speak to Lourdes Abadin from Estrada and went over the numbers. The Town's real cost is actually lower than the range she was mentioning at that time. Should be at least half a point lower for our real costs moving forward.

Mayor Singer stated that just a few days ago they asked for an update.

J. TOWN MANAGER REPORT

Could not be prouder of the work done by the Police Department and Public Works teams with the late nights and early mornings they dedicated with preparing for the hurricane. We will be offering our assistance to the communities west of us and sending our personnel to go and assist them. Due to the storm, we had to cancel the accreditation conference next week in Sanibel Island. Wanted to recognize the Chief where he would have led a group of six at the conference where the Town had been nominated and recommended for reaccreditation because he was the Lieutenant when the Town was first accredited. Would have been the fourth reaccreditation. Do not know when it is going to be moved to. Congratulations to Maria and the finance team on the Aa2 rating. Informed the residents that change is afoot as the projects continue moving forward and we need to become ready to accept change. None of Capital Projects take away funding from our Maintenance Projects. Will be saving comments about Civic Center and Wellness Center for when we get to that part of the agenda.

K. TOWN ATTORNEY REPORT

NONE

L. ORDINANCES – SECOND READING

NONE

M. ORDINANCES - FIRST READING

NONE

N. QUASI JUDICIAL RESOLUTIONS

NONE

O. TOWN MAJOR PROJECTS UPDATE

- Civic Center Complex Masterplan
 - **Town Manager** spoke on the item. Building is on schedule and on budget. We have shifted. I will bring to you at your October meeting a site plan as it relates to the facilities. There seems to be a greater push from the council individually for more pickle ball courts and not clay courts. If there seems to be no desire for a clay court in our community anymore, I do not want to spend time and money on that design.
 - **Mayor Singer** stated that he thinks that two tennis courts and two pickle ball courts is sufficient.
 - **Town Manager** stated that the other issue is the ongoing maintenance of a clay court. Not saying to eliminate it, can bring plans to show them.
 - **Councilmember Einstein** stated that clay courts are a tremendous amount of upkeep. They're nicer to play on when you're older, but from an economic point they are very expensive.
 - **Councilmember Bernstein** stated that it's the one thing that he requested on there. Very adamant about keeping a clay court, because as you have

an older population in golden beach that are looking to play on clay. This was the amenity that he asked for. The only thing he asked for in the entire package.

- **Vice Mayor Mendal** asked what's the difference.
 - **Mayor Singer** stated that it's softer and less impact on the knees.
 - **Town Manager** stated that what they could do is one hard, one clay and two pickle.
 - **Town Manager** stated that the tennis court would be striped for pickle ball courts.
 - **Mayor Singer** stated serious tennis players will not like to see the pickle ball striping, it is very confusing. Tennis courts and pickle ball courts cannot be combined.
- Center Island Pump Station
 - Fiber Project
 - Address of New Civic Center
 - **Town Manager** spoke on the item, stating that the location of the new Civic Center would require an address change. We would be on Ocean Boulevard.

Town Attorney stated that we could co-designate it.

P. CONSENT AGENDA

3. Official Minutes of the August 30, 2022 Local Planning Agency Hearing

4. A Resolution of the Town Council Authorizing the Expenditure of Up To \$60,000.00 for Individual Promotional and Premium Purchases.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP TO \$60,000 FOR INDIVIDUAL PROMOTIONAL AND PREMIUM PURCHASES; PROVIDING FOR AUTHORIZATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2843.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2843.22

Consensus vote 5 **Ayes**, 0 **Nays**. Items P3-P4 pass.

Q. TOWN RESOLUTIONS

5. A Resolution of the Town Council Approving the Proposal from Mobile SandDust Blasting SoFI for sand blasting on Ocean Boulevard.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH,
FLORIDA, AUTHORIZING AND APPROVING A
CONTRACT WITH MOBILE SANDDUST BLASTING SOFL
FOR SAND BLASTING ON OCEAN BOULEVARD;
PROVIDING FOR WAIVER OF COMPETITIVE BIDDING;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2842.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2842.22

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager clarified that although the resolution stated a waiver of competitive bidding, it does not mean that we do not get a number of quotes before making a recommendation.

Two years ago, pre-covid. We sandblasted all of our curbs and gutters on Golden Beach Drive. If you look at Ocean Boulevard today we have painted and repainted curbs. And a lot of our curbs have been hit with tire marks and skid marks and it's pretty blighted. It has been 16 years since we have done anything as it relates to curb and gutter maintenance on Ocean Boulevard because it is a state road. Recommending we do the same thing we did on Golden Beach Drive. Let us sand blast all of the curbs and gutters, the entire length of Ocean Boulevard and we start our process of painting all over again and try to maintain that. Will it last? My goal is that we show our Ocean Boulevard residents that we think of them the same way we do our Golden Beach Drive residents.

If Council has no desire to do this, we will walk away from it. My job to bring you ideas to keep our town pristine.

Mayor Singer stated that it is filthy and does need upkeep. Asked if the Town can use the tax money we receive for the bus benches.

Town Manager answered no, because that money is being used towards transportation.

Councilmember Bernstein asked about DOT because are not these DOT roads.

Town Manager stated that DOT doesn't consider scuff marks the roads being blighted.

Councilmember Einstein stated that he did drive out when he saw this item on the agenda to look at the scuff marks. A great part of it is not so much the materials, it's the manpower to stage every day and stop traffic and move traffic. Seems like a lot of money to me. Stated that he spoke to the manager to ask if the money was being given up there to make something esthetically look better instead of allocating it towards something that could really use it.

Town Manager stated that the Town has a dedicated source for roads and streets. We never try to put something off to do something else. Do we put off something that could give us an immediate result. Like to do little projects to show our residents that we're not just spending money on food trucks.

Councilwoman Lusskin stated that maintaining the Town is very important. Everyone of us drives on Ocean Boulevard to get home. Thinks you have got to keep the Town clean. Every corner of it.

6. A Resolution of the Town Council Approving Amendment #1 and Awarding Employee Bonuses.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2021-2022 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSES OF AWARDING EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2844.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2844.22

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

On roll call, the following vote ensued:

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

The motion passed.

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

None Requested

Vice Mayor Jaime Mendal:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz
None Requested

Town Manager wanted to set the dates for the October and November meetings stating that the October meeting is scheduled for October 25th and asked that the November meeting be moved to November 22nd.

Council agreed.

S. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:20 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the October 25, 2022
Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 849 1898 2824 Password: 049162

For Dial In Only: Call 929.205.6099 Meeting ID: 849 1898 2824

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, OCTOBER 25, 2022.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:12 p.m.

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, CIP Director Lissett Rovira, Resident Services Director Michael Glidden, Office Assistant, Kaitlyn Dziedzic.

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

MIAMI-DADE FIRE CHIEF RAIED "RAY" JADALLAH SERVICE DELIVERY
REPORT FOR GOLDEN BEACH

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

Lord Levenfiche, 690 Massini Avenue spoke on the security in Town and how grateful he is for the great security provided to the Town by the police department.

G. MAYOR'S REPORT

Tonight we are going to accomplish 3 things: deciding the amenities we're going to put in the park, figure out the design of the park and where things are going to go and what

amenities are we going to offer in the Wellness Center. I want to thank everyone who came last week to the discussion meeting, we heard your voices and are going to implement a lot of what was said. Halloween Event is on Monday in North Park and I urge anyone who's going to drive through, especially in the evening to go slow to be careful of kids walking around in the dark.

H. COUNCIL COMMENTS

Vice Mayor Mendal

None

Councilwoman Lusskin

Spoke on the Veteran's Day event and how this year it lands on a Friday night at 5 p.m. and asked all of the residents to please attend.

Councilman Bernstein

Extended compliments to the Town Staff on the efforts and work towards the parks and Civic Center.

Councilman Einstein

Reserve his comments for the Wellness Center item.

I. TOWN MANAGER REPORT

Thanked Councilman Bernstein for his comments. Sometimes I get frustrated because I assume everyone knows what is going on and it is one of my shortcomings. Never been my goal to be difficult. We do this because we take pride in working in Golden Beach. So if I or staff members have become short it is because of the pride we have with working here.

Tonight we are going into this with a very open mind. Goal is we come up with something that we can work on.

Next Monday is Halloween. Halloween is for our residents and your invited guests. Your guests must be at your home by 5 p.m. if they are not at your home by that time, they will not be able to attend, as we will close the entrance. Only people who are expecting a delivery will be allowed into our community. The Strand will be closed and some roads at north park will be closed. The party is from 5 to 8 p.m. this year.

Are aware of the flooding on South Island Drive. Have seen the flooding alleviated. Are going to begin the milling and resurfacing of south island roadway, will have it resurfaced by the holidays. Have already started doing some of the major cleanup in the town and if you have not driven to the north side of town to see our new wall, you should go check it out.

Encourage all residents to read the magazine that is delivered to your homes. We communicate to you three ways – through email, the magazine, and our town website www.goldenbeach.us.

Over the course of the last week in a half, we have seen a few rings of juvenile car thieves that have stolen two cars from town. We were able to recover both cars thanks to our police department. Make sure to lock your cars and do not leave your key fobs in your cars. Do your part, and lock your cars.

Mayor Singer added that if a resident sees something that looks unusual please notify the guardhouse.

Councilwoman Lusskin added that everybody always lock the door leading from the garage to the main house.

J. TOWN ATTORNEY REPORT

None

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

None

N. TOWN MAJOR PROJECTS REPORT/UPDATE

- G.O. BONDS, SERIES 2022 Official Statement
Town Manager stated that we do need more money, our projects are expected to cost more than \$7-million. However, what was important to the Mayor and Council that we not take on debt that will impact our millage rate as we already have one of the highest millage rates in the state. The bond packet is available online for our residents. We were able to successfully close on our bonds.
- Civic Center Construction Update
Well underway. Taking delivery of the windows this week. There are a couple of structural issues that we're working on. The goal is that by the first quarter of next year we will be in the new building. Did have a meeting last month with MDWS – forcemain scheduled to be replaced early next year. Golden Beach Drive will be disrupted from Singer Park to Terracina. We will be getting a new Golden Beach Drive at a higher elevation.
If you are a South Island resident and you do not have TECO gas and you wish to have TECO gas service in the future – this is the time to put in your utilities for future work. So as we redo golden beach drive and south island drive, this is the time to do this work.
Working on getting the new pedestrian gates installed on the north and south sides of town.

O. CONSENT AGENDA

- 1. Official Minutes of the August 30, 2022 Special Town Council Meeting**
- 2. A Resolution of the Town Council Approving the Donation of \$5,000 to the JAFCO Annual Chanukah Miracles Luncheon.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND
APPROVING THE DONATION OF \$5,000.00 TO THE

JEWISH ADOPTION AND FAMILY CARE OPTIONS
(JAFCO) ANNUAL CHANUKAH MIRACLES LUNCHEON
EVENT; PROVIDING FOR IMPLEMENTATION; AND
PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2845.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2845.22

Consensus vote _5___ **Ayes**, _0___ **Nays**. Items O1-O2 pass.

P. TOWN RESOLUTIONS

None

Q. TOWN COUNCIL DISCUSSION ON RE-IMAGINED TWEDDLE PARK & WELLNESS CENTER

The Town Council will be discussing various aspects of the Project, such as:

- Site Planning
- Recreational Facility Selections
- What Amenities will be Offered
- What will be Included

** A straw vote will be taken on each of the items. **

Mayor Singer gave a brief introduction. Reminded the public of the space we are dedicating in order to fit everything is 2.1 acres including the new Town Center and the Wellness Center.

Vice Mayor Mendal stated that he wishes for 2 tennis courts, 2 pickleball courts, junior basketball court, tot lot and dog park. Open to idea of expanding in the future if the need presents itself.

Councilmember Einstein his wish list is 3 tennis courts, if we could have clay great, 3 pickle ball courts, basketball court, dog parks, trellises and seating areas around the tennis courts. The parking and the access points – creating enough access points to get to the wellness center and the tot lot from the main building.

In terms of the tot lot – heard from a number of people that they really want coverage on top of the tot lot. Green space still seems like there's a huge perimeter of green space there. Kind of would differ with the Vice Mayor as to the pickleball courts – as to whether we go with 2 or 3. Last thing, if the beach tennis can be incorporated somewhere – great. And the muscle beach station – did see somebody using it in Town and it's on his wish list too.

Councilmember Lusskin her wish list not very different from everyone else's. Thinks the shade is really important. Don't see anywhere where there's a real shaded area.

The clay courts – agree we need tennis courts and pickleball courts. Do know one thing, I am not convinced that if we had a clay court do not know that we can monitor it correctly. Did do some research online and saw that there are artificial clay courts. Would like to see swings.

Councilmember Bernstein stated that if money was not an issue, I would like to activate the park as much as possible while leaving enough green space. Based on one of the plans he saw thinks that there's enough space to accommodate 3 pickle ball courts, 3 tennis courts, basketball court, a tot lot with shade, space to accommodate kids parties with the Wellness Center and big space for the dog park. We need a lot of green space for drainage. If you are going to provide the space for it, we might as well build it now.

Additionally, we have an exclusive community. Just think that is something that we should do. Makes more sense to do the grass court than the clay.

If the gym has a second floor, we really start cutting into that space. If we are tight on money, it is something to think about. We can leave that second floor empty and build for the future, but the first floor is more efficient, especially if we are on a limited budget. Did have a major concern always with parking. Gyms usually require one space for every 300 square feet. Was trying to figure out a way to utilize all the parking that we have by the city hall. If we move everything over, just concerned about the parking.

Mayor Singer stated that it needs to be special. First wanted only 2 tennis courts, but now after speaking with everyone his wish list is 3 tennis courts and one being fake grass and to forget the clay. Thinks they should do 3 pickleball courts, tot lot needs to be special, needs to be accessible and usable by the little kids and the bigger ones. Dog park should have some shade, some seating area. Junior basketball court – think we all agree on that. Shade is important also. The tot lot and even a little shade where the dog park is very important.

Lord Levenfiche, 690 Massini Avenue – Why do we need a dog park?

Mayor Singer explained that it is an area where you can let your dog lose to socialize with other dogs. All the other parks in town require you to have your dog on a leash.

Tamy Berg, 126 Golden Beach Drive – if you overcrowd, thinks that it won't look as elegant or prestigious as we all want Golden Beach to be. Consideration for the houses around the park. Number of amenities, I know you will all figure them out. Thought the parking could be reduced and given more space to the dogs and shaded area.

Tania Murciano, 405 Center Island Drive – vote for 3 regular tennis courts, instead of 2 and 1 grass. Would also agree with less parking spots. Regarding the wellness center, would vote for a second floor.

Mrs. Batta, 625 Golden Beach Drive – is a tennis player and has played on a synthetic court and thinks its great to have it.

Town Manager spoke on the project and the process. Florida law prohibits the council members from speaking to each other. Throughout the course of this project, he has met and spoken to each of them individually. The way he has always worked is that if he has 3 votes he moves forward. Council allows the Administration to deal with the day-to-day details. If Council would get involved with the day-to-day this community

would never be able to build anything. We take a different approach. We bring to Council ideas that are fully flushed out. Sometimes it seems to you that we are trying to rush something through.

Tonight for your consideration, here is what the Administration is recommending to the Council.

We believe we have the budget and space to build 3 pickle ball courts, 2 hard surface courts, and an artificial turf grass court as an alternative to the clay courts. We truly believe that the dog park needs to be ample enough to provide enough green space to buffer the roadway and houses from the rest of the park. A junior basketball court is more than sufficient to meet the needs of our community. The tot lot needs to be bigger than the current tot lot and should have a water feature, but not to become a water park. We do believe and agree with you that the parking for our Wellness Center should be for our residents. 20 spaces is more than enough. We are going to have additional parking spaces behind the building. And we'll still have Terracina to provide for additional parking on the right of way. This site plan that you see on the screen right now, this gives you we believe the best alternative. It helps keep the noise away from the residents living on Golden Beach Drive and reduces the impact for these residents. We are going to put in a sound barrier wall so that the resident that lives on 137 Golden Beach Drive is not too affected by the noise on the basketball court. There is currently a wall on the East side of that lot, so we are going to mirror that. There is a lot of green space that buffers the roadway from recreational amenities. It also provides enough space for future planning if we wish to make the tot lot bigger.

This provides everything for everyone. It creates a beautiful gateway to the recreational complex of the civic center. Know that in terms of costs, the courts are between \$20,000 to \$35,000 – if we needed to dive into our current budget to find money for the courts and not buy a police car we will do that. The surface stuff is the least costly.

Councilmember Bernstein stated that the wow factor is very important to him. With regards to parking though, in his opinion these parking spaces are restricted to residents. Thinks it's short sighted to get rid of all of those parking spaces near the wellness center. Thinks these 15 parking spaces are sufficient for what we have now, but if we build up then these spaces will not be sufficient.

Mayor Singer stated that you say you want the wow factor but cannot have the wow factor and add more parking.

Councilwoman Lusskin asked that if by putting in a third tennis court and pickle ball court, what does this take away?

Town Manager said green space and parking.

Town Manager stated that because the Wellness Center is required to be at 9 NAVD and is elevated, the building will be the welcoming wow factor. While you drive up, the beacon of the street is the wellness center.

Councilmember Einstein congratulated the Staff and the Administration for getting the bond out in 9 months – truly amazing. Has experience with particularly Omni court, a type of grass court, which was a nightmare. Asked what was the difference between the 2 site plans.

Town Manager said that the different site plans are iterations for you to decide what is and is not important. This plan (SP 15) puts the basketball court further away from the houses and does not affect anyone but us. It also creates more space between the tot lot, the pump stations and the tennis courts.

Lissett Rovira said it creates a V towards the pump station and gives more area for our stormwater system that is currently running through there.

Town Manager said that in this Site Plan (SP 14), the basketball courts are further away and we know it will get less use than the tennis courts. Site Plan 14 is not our preferred selection because we want to limit the frequency of noise that we hear from tennis by moving the courts away from the neighbors. While SP 14 is an iteration of what can be done, it is not the best one because of where it places the courts. Pickle ball is not as loud and is not being played at the strange hours that tennis is being played. We have to put the noise somewhere, which is why we are asking to put a 12-foot wall at that property line to abate the noise.

Councilmember Einstein stated that if you are asking which site plan he's leaning towards is site plan 6.

Lydia Eskenazi, 660 Golden Beach Drive – stated that she likes study 6. Do we know how many feet that first pickleball court is from the road?

Annabella Garcia, Martin Architectural Group stated that there is 30 feet.

Mrs. Eskenazi asked about the lighting?

Mayor Singer stated that the pickleball and tennis courts will be lit.

Mrs. Eskenazi stated that she agrees with Councilmember Einstein. Stated that the clay courts are messy. Cannot maintain the hard courts now.

Mrs. Eskenazi asked how many parking spots do we have right now? We are forgetting that everyone is going to be parking on the other side, so I don't think we need that many parking spaces. Loves study 6.

Mrs. Berg, commented to provide a budget for landscaping.

Mayor Singer stated that landscape is key. One for the wow factor and two is for noise.

Mr. Alex Goldstein, 469 Golden Beach Drive – stated that nobody's mentioned the dog parks . Looks like a lot of the space of this plan is the dog parks. It's a massive amount of space. That's an area that you can probably cut that footprint in half. It's gigantic. That footprint is bigger than all three of the tennis courts combined.

Mayor Singer stated that they can start looking at study #6 as the layout and you have direction on the amenities.

Town Manager stated that although we have a \$7 million budget, each department has allocated \$600,000 for construction and maintenance for projects.

Straw Vote Roll call 5 Ayes, 0 Nays

Town Manager asked if they could state if there is anything missing? Because we would like to bring you for your November meeting an item for approval on the project.

Mayor Singer asked for the wish list now for the wellness center.

Councilmember Einstein stated that if they can he would like to deliver a two-story center incorporating a kid's room, multi-function room and a card room/multi-purpose room and a beverage station.

Councilmember Bernstein stated that his wish list is a gym, yoga/meditation room, a game room, a lounge area, small multi-purpose room. If just doing a first floor go with a luxury fitness room and a yoga room.

Councilmember Lusskin stated that she is good with it all.

Vice Mayor Mendal stated that this was the primary purpose for the bond. First and foremost this has to be a gym. Thinks we should have a second floor there and could put in some multi-purpose rooms, but this has to be a gym.

Mayor Singer stated that the wellness center will be a gym. Everyone wants the taj mahal, but we can't have it all.

Town Manager stated that the idea of the Wellness Center was born of the Administration. We have always planned to do a Wellness Center that will wow our residents. There is more to wellness than your physical well-being, your mental well-being is just as important. It is not just a gym, it is a gathering place for our residents to come together and socialize as their going through their emotional and physical struggles. We believe that the space that we build will achieve both of those objectives. If we cannot go vertical, we will go horizontal. Which means less green space. Give us a few months to work on this, and we will have something for you at the beginning of the year

Mayor Singer thanked everyone for their opinion in the conversation and that we're making tremendous progress.

Town Manager reminded council that the November meeting is scheduled for November 22nd, 2022 at 6 p.m.

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Jaime Mendal:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz
None Requested

S. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:15 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 22, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2846.22 – Authorizing and Approving Donation
of \$10,000.00 to Best Buddies International**

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2846.22 as presented.

Background:

This resolution approves the donation made to Best Buddies International. This donation will support the work Best Buddies performs to establish a global volunteer movement to create opportunities for individuals with disabilities.

Fiscal Impact:

If approved by Council the amount authorized will be \$10,000.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2846.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$10,000.00 TO BEST BUDDIES INTERNATIONAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Best Buddies International is a licensed, 501(c)(3) non-profit agency serving people with Down syndrome, autism, Fragile X, Williams syndrome, cerebral palsy, traumatic brain injury, and other undiagnosed disabilities; and; and

WHEREAS, the mission of Best Buddies is to establish a global volunteer movement that create opportunities for on-to-one friendships, integrated employment and leadership development for people with intellectual and developmental disabilities (IDD); and

WHEREAS, Best Buddies is the world's largest organization dedicated to ending the social physical and economic isolation of the 200-million people with IDD; and

WHEREAS, the Town Council finds that a contribution in the amount of \$10,000.00 to Best Buddies 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. That the payment of \$10,000.00 to Best Buddies 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 become effective immediately upon approval of the Town Council.

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida,
this 22nd day of November, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

• BEST BUDDIES •

Miami Gala

BEST BUDDIES®



• BEST BUDDIES • *Miami Gala*



TOP: ROMERO BRITTO AND STEVE AOKI AT THE 2015 *MIAMI GALA*
MIDDLE: ANTHONY K. SHRIVER AND 2013 GALA HONOREE CARLOS SLIM
BOTTOM: *MODERN FAMILY* STAR NOLAN GOULD, MISS UNIVERSE DEMI-LEIGH NEL-PETERS, MISS USA SUMMER ROSE SUMMERS, ACTRESS LIZ GODWIN, ACTOR JASON LEWIS AND SEAN RODRIGUEZ AT THE 2018 *MIAMI GALA*

BEST BUDDIES INTERNATIONAL

WHO WE ARE

Best Buddies® is a nonprofit 501(c)(3) organization dedicated to establishing a global volunteer movement that creates opportunities for one-to-one friendships, integrated employment, leadership development, and inclusive living for people with intellectual and developmental disabilities. Founded in 1989 by Anthony K. Shriver, Best Buddies is a vibrant organization that has grown from one original chapter to nearly 2,900 middle school, high school, and college chapters worldwide. Today, Best Buddies' nine formal programs — *Middle Schools, High Schools, Colleges, Citizens, e-Buddies®, Jobs, Ambassadors, Promoters and Inclusive Living*— engage participants in each of the 50 states and in 56 countries, positively impacting the lives of nearly 700,000 people with and without disabilities around the world. In many cases, as a result of their involvement with Best Buddies, people with intellectual and developmental disabilities secure rewarding jobs, live on their own, become inspirational leaders, and make lifelong friendships.

MISSION

To establish a global volunteer movement that creates opportunities for one-to-one friendships, integrated employment, leadership development and inclusive living for people with intellectual and developmental disabilities (IDD).

VISION

To put Best Buddies® out of business.

• BEST BUDDIES • *Miami Gala*

BEST BUDDIES MIAMI GALA & CHAMPION OF THE YEAR

WHAT

The 24th Annual Best Buddies Miami Gala and Champion of the Year is a spectacular and impactful event. Through 8-12 weeks of raising funds and awareness for Best Buddies, our Champions will generate countless opportunities for friendships, jobs, and leadership development for people with intellectual and developmental disabilities. At the campaign's conclusion, 500 loyal Best Buddies supporters — including business leaders, political dignitaries, sports figures, and celebrities — will gather for an exclusive event featuring a gourmet dinner, dazzling entertainment, and a top-notch auction. The auction will feature a range of items including fine art, dining, sports memorabilia, vacations & staycations, health & fitness, accessories and one-of-a-kind VIP experiences. Proceeds from the event will go towards supporting people with intellectual and developmental disabilities (IDD) who are routinely misjudged and ignored.

WHEN

Friday, November 18, 2022

WHERE

Ice Palace Studios
Miami, Florida

GOAL

The fundraising goal for this year's Gala is \$2.5 million in revenue from sponsorships, live and silent auctions.



ABOVE: SCENES FROM THE 2018
MIAMI GALA

• BEST BUDDIES • *Miami Gala*

BEST BUDDIES MIAMI GALA SUPPORTERS



From left: Linda Coll and Romero Britto at the 2016 *Miami Gala*; Jan Risi & Jim Field; Andy Barowsky and Melanie Damien enjoy the *Miami Gala*; Lisa Luttoff-Perlo and Andre Perlo at the 2017 *Miami Gala*



From left: Miss Teen USA Karlie Hay, *Modern Family* Star Nolan Gould and Miss USA Deshauna Barber; *Miami Gala* host committee on stage; Anthony Kennedy Shriver with Patricia & Emmitt Smith; James Ferraro, Megan Ferraro, James Ferraro, Jr. and Chris Froome



From left: Hip-hop artist Flo Rida and Patrick Schwarzenegger at the 2018 *Miami Gala*; NBA Hall of Famer Alonzo Mourning and Anthony K. Shriver; North Bay Village Commissioner Julianna Strout; Christian Vande Velde and George Hincapie pose with Gala performers.

• BEST BUDDIES • *Miami Gala*

HIGH-PROFILE GUESTS

Past Performers & Attendees

- .38 Special
- Marc Anthony
- Steve Aoki
- Ashanti
- Iggy Azalea
- The B-52's
- Babyface
- The Bangles
- The Beach Boys
- Natasha Bedingfield
- Black Eyed Peas
- Blondie
- Blues Traveler
- Bono
- Chris Brown
- Capital Cities
- Cheap Trick
- Ciara
- Jason Derulo
- Dennis Deyoung
- Earth, Wind & Fire
- En Vogue
- Don Felder
- Dropkick Murphys
- Far East Movement
- Flo Rida
- Gloria Gaynor
- Go-Go's
- Goo Goo Dolls
- Macy Gray
- Bruce Hornsby
- Wyclef Jean
- Joan Jett
- Kesha
- Gladys Knight
- KC and The Sunshine Band
- Kool & The Gang
- Cyndi Lauper
- LMFAO
- Michael McDonald
- Willie Nelson
- Sean Paul
- Plain White T's

- The Pointer Sisters
- Jay Sean
- Smash Mouth
- Rick Springfield
- Sugar Ray
- Temptations
- Third Eye Blind
- Carlos Vives
- Bebe Winans

Celebrities/Notable Guests

- Tom Arnold
- Mel B
- President Joe Biden
- Jamie Brewer
- Romero Britto
- Gisele Bündchen
- David Caruso
- Michael Chiklis
- Cindy Crawford
- Joan Cusack
- Robert De Niro
- Patrick Duffy
- Clint Eastwood
- Dakota Fanning
- Elle Fanning
- Guy Fieri
- Kate Flannery
- Greg Fitzsimmons
- Vivica A. Fox
- Kaia Gerber
- Presley Gerber
- Nolan Gould
- Linda Gray
- Savannah Guthrie
- Harry Hamlin
- David Hasselhoff
- Carlos Slim Helú
- Cheryl Hines
- Ron Howard
- Kelly Hu
- Nick Jonas

- Ethel Kennedy
- Jason Lewis
- Rob Lowe
- Austin Mahone
- Marlee Matlin
- Norm Macdonald
- Maureen McCormick
- Charlotte McKinney
- Nancy O'Dell
- Artemis Pebdani
- Sean Penn
- Lauren Potter
- Lisa Rinna
- Fred Savage
- Katherine Schwarzenegger
- Patrick Schwarzenegger
- Ryan Seacrest
- Charlie Sheen
- Maria Shriver
- Gene Simmons
- Verne Troyer
- Anna Wintour

Athletic Superstars

- Muhammad Ali
- Bill Belichick
- Brie & Nikki Bella
- Drew Bledsoe
- Barry Bonds
- Tom Brady
- Tedy Bruschi
- Mario Chalmers
- Julian Edelman
- Evander Holyfield
- Kyrie Irving
- Caitlyn Jenner
- Michelle Kwan
- Carl Lewis
- Alonzo Mourning
- Shaquille O'Neal
- Emmitt Smith
- Sammy Sosa



TOP: TOM BRADY AND GISELE BÜNDCHEN WITH BUDDY KATIE MEADE

MIDDLE: AUSTIN MAHONE, COLIN WATSON, KATHERINE DAVIS, ROMERO BRITTO, IGGY AZALEA AND JOHN WINTER

BOTTOM: ANTHONY K. SHRIVER, CLINT EASTWOOD, MARIA SHRIVER, AND KENNY G

• BEST BUDDIES • Miami Gala



TOP: ACTOR ROCCO AMARADIO
AND HIP-HOP ARTIST FLO RIDA
MIDDLE: CYCLIST GEORGE HINCAPIE
AND MELANIE HINCAPIE
BOTTOM: IGGY AZALEA PERFORMS
AT THE 2017 MIAMI GALA

SPONSORSHIP BENEFITS

FRIENDSHIP SPONSOR \$100,000

(\$92,000 TAX DEDUCTIBLE)

- Thirty (30) invitations to attend event
- Executive speaking role within the event program
- A full-color, two-page spread in the digital Gala program book and an ad on the back cover
- Name/Corporate logo incorporated into the front cover design of the digital program book and Miami Gala invitation
- Prominent display of Name/Corporate logo throughout event
- Direct link to sponsor webpage on the Miami Gala and Auction websites
- Listing in major donors section of annual report
- Recognized as Friendship Sponsor in all event materials and advertisements
- Four (4) invitations to attend another Best Buddies event in 2023
- Complimentary car service for the evening of the Gala

All benefits based on availability and date of commitment.

EMPLOYMENT SPONSOR \$50,000

(\$43,600 TAX DEDUCTIBLE)

- Twenty (20) invitations to attend event
- Full-page, full-color ad in the digital Gala program book
- Name/Corporate logo on the Miami Gala invitations
- Prominent display of Name/Corporate logo
- Direct link to sponsor webpage on the Miami Gala and Auction websites
- Listing in the major donors' section of annual report
- Recognized as Employment Sponsor in all event materials and advertisements
- Two (2) invitations to attend another Best Buddies event in 2023

All benefits based on availability and date of commitment.

• BEST BUDDIES • Miami Gala

SPONSORSHIP BENEFITS

LEADERSHIP SPONSOR \$25,000

(\$21,800 tax deductible)

- Ten (10) invitations to attend event
- Full-page, full-color ad in the digital Gala program book
- Display of Name/Corporate logo
- Direct link to sponsor webpage on the Miami Gala and Auction websites
- Listing in annual major donors' section of annual report
- Recognized as Leadership Sponsor in all event materials and advertisement

All benefits based on availability and date of commitment.

INCLUSIVE LIVING SPONSOR

\$10,000

(\$7,600 TAX DEDUCTIBLE)

- Ten (10) invitations to attend event
- Half-page, full-color ad in the digital Gala program book
- Display of Name/Corporate logo
- Direct link to sponsor webpage on the Miami Gala and Auction websites
- Listing in annual major donors' section of the annual report

All benefits based on availability and date of commitment.



ABOVE: PARTICIPANTS FROM THE 2016 MIAMI CHALLENGE CELEBRATE ONSTAGE AT THE MIAMI GALA

TOP: ANTHONY K. SHRIVER, FALLON FARLEY, RALPH WINTER, CAM WURF, AND CHRISTINE WINTER AT THE 2017 MIAMI GALA
MIDDLE: ROBERT DE NIRO PRESENTS AN AWARD TO HH SHEIKHA MOZAH BINT NASSER AL MISSNED
BOTTOM: ANTONY K. SHRIVER LOOKS ON AS TOM BRADY SUPPORTS SPONSOR-A-BUDDY

• BEST BUDDIES • *Miami Gala*



TOP: ROMERO BRITTO AND MAYOR PHILIP LEVINE
MIDDLE: GIRO D'ITALIA CHAMPION CHRIS FROOME
BOTTOM: BUDDY CHRIS GAY, ACTRESS AND MODEL OLIVIA CULPO AND BUDDY PAAVLENA MADHIVANAN STRIKE A POSE AT THE 2018 *MIAMI GALA*

ATTRACTIVE DEMOGRAPHICS

BEST BUDDIES SPECIAL EVENTS GUESTS

- 55% male, 45% female
- Majority age range 30-60
- Media age 42

BEST BUDDIES PROGRAM PARTICIPANTS

- 30% male, 70% female
- Median age range 18
- Annual household income \$90,000+
- Best Buddies volunteers annually contribute support services greater than \$170 million

MIAMI GALA MAJOR SPONSORS

Best Buddies would like to thank the following individuals and companies who have so generously supported in 2021 when we were unable to gather in person for the Miami Gala:

- | | |
|--|---|
| • Abdo Eick & Meyers | • Ocean Automotive Group |
| • Gary & Pennie Abramson | • Abigail Pollak |
| • Micky and Madeleine Arison Family Foundation | • Robinson Commercial Real Estate |
| • BankUnited | • Royal Media Partners |
| • Yolanda & Jeffrey Berkowitz | • Stephen Sawitz |
| • Ronald L. Book | • Schlesinger & Associates |
| • Comcast | • Randy & Harlan Selesnick |
| • Dart Group Foundation | • G. Marlyne Sexton |
| • The GEO Group Foundation, Inc. | • Sterling Foundation Management |
| • Todd Glaser | • Sun Capital Partners Foundation, Inc. |
| • Christina Griffith | • Town of Golden Beach |
| • Ino Halegua | • Sandy & Tony Tamer |
| • Commissioner Sally A. Heyman | • Rudy & Lydia Touzet |
| • MasTec | |
| • Stephen Nuell | |

• BEST BUDDIES • *Miami Gala*

BEST BUDDIES PROGRAMS



Best Buddies programs sit on the four key mission pillars below:

One-To-One Friendships

Builds friendships between people with and without IDD, offering social mentoring while improving the quality of life and level of inclusion for a population that is often isolated and excluded.

BESTBUDDIES Middle Schools, High Schools and Colleges

Creates an inclusive school environment for students with IDD during times of social and emotional development.

e-BUDDIES

Offers an e-mail program, in which a participant with IDD communicates online with a friend without IDD.

BESTBUDDIES Citizens

Helps adults with and without IDD develop meaningful friendships and become more involved in their local communities.

Integrated Employment

Secures jobs for people with IDD, allowing them to earn an income, pay taxes, and continuously and independently support themselves.

BESTBUDDIES Jobs

Matches skilled, qualified individuals with IDD with businesses seeking enthusiastic and dedicated employees. Through the Jobs program, Best Buddies develops partnerships with employers, assists with the hiring process and provides ongoing support to the employee and employer.

Leadership Development

Educates and empowers people with and without IDD to become leaders, public speakers and advocates.

BESTBUDDIES Ambassadors

Offers people with IDD the opportunity to gain the public speaking skills, self-esteem and confidence needed to successfully advocate for themselves, their peers and Best Buddies in communities, workplaces and government.

BESTBUDDIES Promoters

Empowers youth to become advocates for people with IDD and help open new Best Buddies chapters and programs by organizing special events that promote awareness to the disability rights movement.

Inclusive Living

BESTBUDDIES Living

Fosters an integrated experience for people with and without IDD to become active, contributing citizens who live independently in a dynamic environment where they can learn, grow, and thrive. Provides individuals with and without IDD an opportunity to live together in a vibrant, educational community that supports all residents in advancing their employment, financial literacy, continued education and life skills as the work to achieve their personal goals.

International Programs

ARGENTINA
BELGIUM
BOLIVIA
BRAZIL
BULGARIA
CANADA
CHILE
COLOMBIA
COSTA RICA
CUBA
DENMARK
DOMINICAN REPUBLIC
ECUADOR
EGYPT
EL SALVADOR
ENGLAND
FINLAND
GERMANY
GHANA
GREECE
GUATEMALA
HAITI
HONG KONG
INDONESIA
IRELAND
KENYA
LEBANON
MACAO
MALAYSIA
MEXICO
MONGOLIA
NETHERLANDS
NEW ZEALAND
NIGERIA
NORTHERN IRELAND
NORWAY
PANAMA
PARAGUAY
PERU
PHILIPPINES
POLAND
QATAR
RUSSIA
SINGAPORE
SOUTH KOREA
SPAIN
TANZANIA
THAILAND
TURKEY
UGANDA
UKRAINE
UNITED STATES
VENEZUELA
VIETNAM

• BEST BUDDIES • *Miami Gala*



TOP: KESHA PERFORMS AT THE
2016 MIAMI GALA
BOTTOM: FLO RIDA PERFORMS AT
THE 2018 MIAMI GALA

GET INVOLVED WITH BEST BUDDIES

There are approximately 200 million people in the world with intellectual and developmental disabilities (IDD), or almost 3% of the global population. About eight million of those individuals live in the United States, affecting one in every ten families. Tragically, most people with IDD continue to be marginalized and maligned by society, living life as an invisible minority. The problems facing people with IDD are big, but we are bigger. With more than 2,800 chapters in 53 countries, Best Buddies is spreading its mission of friendship, employment, leadership development and inclusive living around the world.

We couldn't have gotten where we are today without our supporters, and we need your help in order to meet the huge demand that currently exists. Become an agent of change in creating a more inclusive and complete society. Here are a few ways to get involved with Best Buddies each year:

- Sponsor a Buddy Pair at The Best Buddies Friendship Ball — \$10,000
- Underwrite the cost of an integrated job for a Buddy — \$7,500
- Fund a new chapter in the Friendship Program — \$5,000
- Fund an Ambassadors training session — \$2,500
- Send a student to Leadership Conference — \$1,000
- Sponsor a Buddy Pair — \$250
- Fund an online e-Buddies® Pair — \$100
- Sponsor a job coaching session for a Buddy Job Participant — \$50
- Support training and instruction for a school chapter — \$25
- Invite your child to join his or her local school chapter
- Volunteer
- Hire a Buddy at your company
- Sign up to compete in one of our cycling events by visiting www.bestbuddieschallenge.org

WHERE THE DOLLAR GOES



The *Best Buddies Miami Gala* will raise an estimated \$2.5 million for Best Buddies, enabling thousands of friendship, leadership, inclusive living and employment opportunities for people with IDD. Contributions to Best Buddies are judiciously spent, with the majority of these funds directly applied to the enrichment of the organization's programs.

Best Buddies International's total annual budget demonstrates that 81% of all contributions are allocated to one of the organization's eight programmatic divisions that directly integrate people with intellectual disabilities.

• BEST BUDDIES • *Miami Gala*

THE KENNEDY & SHRIVER COMMITMENT

For more than half a century, the Kennedy family has been at the forefront of global efforts to support people with intellectual and developmental disabilities (IDD).

Starting with family matriarch Rose Kennedy, the Kennedys have always been strong proponents of helping individuals with IDD, who for years were shut away, powerless to change society's negative perception of them.

President John F. Kennedy founded the President's Committee on Mental Retardation. He also welcomed a person with IDD to the White House, thus becoming the first head of state anywhere in the world to receive a person with IDD as an official guest.

His sister, Eunice Kennedy Shriver, was the founder and driving force of Special Olympics. Mrs. Shriver also served as a board member of Best Buddies International in continued support of her son Anthony's efforts to enhance the opportunities available to people with IDD.

Influenced by his family's commitment to the issues of IDD, Anthony Kennedy Shriver founded Best Buddies International in 1989 at Georgetown University. Under Anthony's leadership, Best Buddies has expanded its programs to more than 2,900 middle school, high school and college campuses across the United States and internationally.



ABOVE: PRESIDENT KENNEDY
WELCOMES A PERSON WITH IDD TO
THE WHITE HOUSE



ABOVE: PRESIDENT KENNEDY PRESENTS A PEN TO SISTER EUNICE KENNEDY SHRIVER AFTER
SIGNING MATERNAL & CHILD HEALTH & MENTAL RETARDATION BILL, THE WHITE HOUSE,
OCTOBER 1963

FOR SPONSORSHIP INFORMATION,
PLEASE CONTACT:

Noelle Smikle

Consultant, Development
Best Buddies International
NoelleSmikle@bestbuddies.org
954.655.6050
www.bestbuddies.org

BEST BUDDIES®





TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 22, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, Town Manager *Alex B*

Subject: Resolution No. 2847.22 – Approving contract with Oliva Paving & Associates to restore the roadway base at the intersection of South Island Drive and milling and resurfacing the entire roadway.

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2847.22 as presented.

Background:

Maintaining the infrastructure the Town has installed as part of our Capital Improvement Projects is just as important as the original projects themselves. This is why the Town has a robust maintenance program to ensure that our roads and streets are being evaluated frequently for proper drainage and that our catch basins perform as designed.

Over the years, the settlement of the roadway creates depressed areas around storm water structures, requiring occasional restoration efforts such as milling and resurfacing. The Town's engineers have conducted a detailed evaluation of South Island Drive and have found that it is need of repair. In their recommendation, in addition to the milling and resurfacing, is that we must perform a road base restoration at the intersection. The modification to the roadway will re-establish support of the subsurface drainage structures ensuring longevity of the system.

Fiscal Impact:

An amount not to exceed \$69,395.00, coming out of the Town's Street Repair and Maintenance Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2847.22

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH OLIVA PAVING & ASSOCIATES FOR ROADWAY IMPROVEMENTS WITHIN SOUTH ISLAND DRIVE; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Oliva Paving & Associates ("Oliva") to perform certain roadway improvements to the area known as South Island Drive, which improvements consist of milling and resurfacing and road base restoration (the "Work"), for an amount not to exceed \$69,395.00; and

WHEREAS, Oliva has agreed to perform the Work; and

WHEREAS, the Town and Oliva 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 Oliva 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.**

[REMAINDER OF 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 Jaime Mendal | _____ |
| Councilmember Bernard Einstein | _____ |
| Councilmember Judy Lusskin | _____ |
| Councilmember Kenneth Bernstein | _____ |

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 22nd day of November, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

PAVING OLIVA & ASSOCIATES

INVOICE

pavingoliva@gmail.com

Attention: Alexander Diaz

Date: 11/09/2022

Project Title: Mill and Pave South Island Drive

| Description | Quantity | Unit Price | Cost |
|---|-----------|--------------|--------------------|
| Mobilization and General Conditions. | 31,000 SF | | \$2,400.00 |
| Mill 1" of Asphalt to entire roadway. Load and dispose of debris. Apply RC 70 tack coat. Re-pave with 1" thick type SP-9.5 hot plant mix asphalt with 5-ton roller and 8-wheel rubber tire. | 31,000 SF | | \$45,900.00 |
| Repaint all temporary markings to existing format using DOT approved latex paint. | | | \$900.00 |
| Install thermos plastic pavement markings to plan format 15 days after completion. | | | \$2,250.00 |
| Brick paver protection with 10 mil plastic and sand. | | | \$2,600.00 |
| M.O.T | | | \$950.00 |
| Clean up and restore broken concrete slabs. | | | \$1,800.00 |
| 4% Fuel Charge | | | \$2,780.00 |
| Roadway requires additional base restoration at intersection. Leveling of asphalt to accommodate differences of elevations. | 31,000 SF | | \$9,815.00 |
| | | | |
| | | Total | \$69,395.00 |

Thanks for doing business with us , we will need 50% of the money at the beginning of job & the final 50% upon completion. Job will be complete in 3 Days & when seal coating & Striping is done THERE MUST BE NO PARKING FOR 1 DAY!

Accepted By: _____ Accepted Date: _____

PROPOSAL

CTL# 12346

Arrow Asphalt & Engineering, Inc.

3050 N.W. 129th Street, Opa Locka, FL 33054
(305) 688-8686 Voice (305) 688-8484 Fax

PROPOSAL SUBMITTED TO:

Date: Friday, August 5, 2022

Client Information

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

Job Site Information

Mill and Pave
South Island Drive
Golden Beach, FL

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

1. Mobilization and General Conditions.....\$ 2,500.00
2. Mill 1" of Asphalt on entire roadway on South Island Drive. Load and dispose of debris. Apply RC 70 tack coat. Re-Pave roadways with 1" thick type SP-9.5 hot plant mix asphalt. Compact new asphalt with 5 ton roller and 8 wheel rubber tire.
Approx. 31,000 SF.....\$ 44,950.00
3. Repaint all Temporary markings to existing format using DOT approved latex traffic paint.....\$ 685.00
4. Install thermo plastic pavement markings to plan format 15 days after completion.....\$ 2,100.00
5. Brick Paver protection with 10 mill plastic and sand.....\$ 2,550.00
6. MOT.....\$ 950.00
7. Clean-up and Restoration.....\$ 1,500.00
8. 4% Fuel Charge.....\$ 2,209.40

Total: \$57,444.40

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

We hereby propose to furnish labor and materials to complete in accordance with the above specifications, for the sum of:
Fifty Seven Thousand, Four Hundred Forty Four Dollars and 40/100 (\$57,444.40) with 50% deposit, and remaining
balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

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

ACCEPTED:

AUTHORIZED SIGNATURE:

Signature: _____

Arrow Asphalt & Engineering, Inc

Date: _____

IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

Disclosures:

- 1.) Bid does not include fees for permits, bonds, engineering stakes layouts, as-builds or densities. A fee of \$500.00 will be added if Arrow Asphalt & Engineering Inc. is to apply and be responsible for procurement of permit. No import or export, excess fill or detrious materials included unless noted (cap-rock, muck, grass, trees, ect.) Not responsible for errors and/ or omissions by engineer or surveyor. **BID PRICE VALID FOR THIRTY (30) DAYS.**
- 2.) A 50% deposit is required upon signed contract to schedule work proposed, balance will be due upon job completion. **DEPOSIT IS NON-RE FUNDABLE**
- 3.) All material guaranteed to be specified, and the above work to be preformed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
- 4.) We guarantee our work not to flake, crack or unravel for a period of one year. We are not responsible for the wearing off of the material from the top of the asphalt aggregate due to traffic wear.
- 5.) Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the contract. Bid is based on today's market price for materials. Any increase in material price at start of job will be extra cost. All agreements contingent upon strikes, accidents or delays beyond our control.
- 6.) Prices given without plans and specs are subject to price change when plans are available. Final payment will be based on actual quantities installed which will be verified by field measurements.
- 7.) Arrow Asphalt and Engineering is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
- 8.) Arrow Asphalt and Engineering is not responsible for damage to underground sprinkler's or utilities, sod , landscaping, dust removal, painting or stucco, during the normal course of construction.
- 9.) Claims for property damage must be made in writing 24 hours after the completion of the work. Job related complaints must be made within 48 hours of completion.
- 10.) Tree hedges and grass to be trimmed prior to the commencement of work.
- 11.) Seal Coating and striping to be completed in one mobilization. Additional mobilization are additional costs to the contract. Additional mobilizations are \$1,000.00 per mobilization.
- 12.) Arrow Asphalt and Engineering is not responsible for the following but not limited to the tracking of the sealer on pavers, driveways, sidewalks or any other areas besides roadway. Sealed areas will be blocked off until dry.
- 13.) A 1.5% finance charge per month shall be added to any invoice 30 days past due.
- 14.) This proposal is based on work being completed during the hours of 8am- 5pm, Monday - Friday excluding Holidays and Weekends. No warranties are honored unless payment is made in full. Arrow Asphalt & Engineering will provide a one (1) year warranty on material and workmanship. Normal wear and tear is not covered under this warranty.
- 15.) **Due to the instability in today's market, Arrow Asphalt & Engineering, Inc. cannot guarantee unit prices for any materials, All increases in material costs will be added to cost of contract.**
- 16.) **Asphalt unit price predicated on asphalt costing \$110.00 per ton, asphalt will be requoted at time of installation and client to be responsible for difference in cost plus 15% DRE mark-up for overhead and profit, change order to be executed prior to installation of asphalt.**

Initial _____

Paving Commercial/ Owner Responsibility & Conditions

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

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

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

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

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

6.) Asphalt Over-Runs: Will be billed to owner at \$150.00 per ton.
Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton.

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

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

Other Terms and Conditions:

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

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

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

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

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

8.) Additional mobilization to be billed at \$1,000.00 each for sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Other/ Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.

Initial _____

9.) Additional mobilizations to be billed at \$3,000.00 each for Concrete Services. This charge may be billed due to, but not limited to site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing.

10.) Additional mobilizaions to be billed at \$2,000.00 for paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work to due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing. Arrow Asphalt and Engineering will provide a schedule to be approved by Owner prior to any additional mobilizations.

11.) Saturday mobilizations will be an additional \$1,500.00.

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

Special Billing Instructions:

Please fill out the information below:

Specify Billing Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Purchase Order: _____

Provide email for eBilling: _____

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 22, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

Subject: Resolution No. 2848.22 – Approving the Site Plans for the Re-imagined Tweddle Park

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2848.22 as presented.

Background:

We have been working on the design of a re-imagined Tweddle Park since February of this year. We engaged Perkins & Will to provide us with some indicative site plans. During the spring, none of the site plans that Perkins & Will put together were accepted by the Town Council. The Administration decided to bring this project in-house, to come up with indicative site plans that would best serve the residents of Golden Beach. On October 18, 2022 we held a public listening session, where residents were able to give feedback concerning the amenities they wish to have at Tweddle Park. The Administration took back the resident feedback and recommendations and put together a series of site plans for the Council's consideration. At the October 25, 2022 Special Town Council Meeting, Council selected a site plan for the re-imagined Tweddle Park that includes the following:

- 3 pickle ball courts
- 2 hard service tennis courts
- 1 artificial turf tennis court
- A junior basketball court
- A dog park (which includes space for both large and small dogs)
- A minimum of 20 parking spaces
- A relocated tot lot (which includes a water feature)

The attached is the final site plan that will be used for preparing construction ready documents and for getting proposals for the construction and implementation of the plan. Once we have received competitive pricing proposals we will bring to Council an item for its consideration to approve construction.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2848.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE SITE PLAN FOR THE RE-IMAGINED TWEDDLE PARK AND WELLNESS CENTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town wishes to expand its recreational offerings at the new Civic Center Complex and has developed a new project refereed to the “Re-Imagined” Tweddle Park and

WHEREAS, the Town Council has held a series of meetings and listening sessions in an effort to incorporate the desires of the community in the new/added recreational offerings in the park, and

WHEREAS, the Town Council has held a starw vote and have endorsed a re-imagined Tweddle park which will offer:

- 3 pickle ball courts
- 2 hard service tennis courts
- 1 artificial turf tennis court
- A junior basketball court
- A dog park (which includes space for both large and small dogs)
- A minimum of 20 parking spaces
- A relocated tot lot (which includes a water feature)

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

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

Section 2. Purchase Authorized and Approved. The proposed site plan as attached as Exhibit "A" is hereby approved and ratified and accepted.

Section 3. Implementation. The Town Mayor and Town Manager are hereby directed to take the approved site plan, prepare a construction document and solicit proposals for the construction of said project.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 22nd day of November, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Study Number 7



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 22, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

8

Subject: Resolution No. 2849.22- Awarding an Agreement for
Professional Services with Keith & Associates, Inc. for the
Redesign of Tweddle Park & New Wellness Center

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2849.22 as presented.

Background:

Keith & Associates, Inc. (KEITH), is the Town's current engineer for the Civic Center Project. As part of the civic center complex masterplan, the Town has decided to include a component for a reimagined tweddle park and a brand new state-of-the-art wellness center. KEITH already designed all of the drainage for the civic center building, and has also provided a design for the park spaces. The appropriate course of action would be to award KEITH the change order for the reimagined Tweddle Park. The Administration wishes to revise their scope of service to include both the reimagined Tweddle Park and the future Wellness Center Project.

Fiscal Impact:

An amount not to exceed \$70,000 coming from the \$7-million General Obligation Bond issuance.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2849.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A CIVIL ENGINEERING AGREEMENT WITH KEITH & ASSOCIATES, INC. FOR THE RE-IMAGINED TWEDDLE PARK AND NEW TOWN WELLNESS CENTER AT THE CIVIC CENTER COMPLEX; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town wishes to engage Keith & Associates, Inc. ("Keith") for civil engineering services related to the Re-Imagined Tweddle Park and the design of a new Wellness Center; and

WHEREAS, Keith currently serves as the Engineer of Record for the new Civic Center Complex; and

WHEREAS, the Administration is recommending that we retain Keith for the civil engineering, drainage design, and other services associated with the projects at the Civic Center Complex; specifically the Re-Imagined Tweddle Park and the new Wellness Center and

WHEREAS, the Town Administration has successfully completed negotiations with Keith and come to an agreement which is attached to this Resolution as Exhibit "A" (the "Agreement"); and

WHEREAS, the Town Council wishes to approve the Agreement.

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. The Town Council hereby approves the Agreement, subject to the final approval of the Town Attorney as to legal sufficiency.

Section 3. Contract and Implementation. The Town Manager and Town Mayor are hereby authorized to negotiate and enter into a contract which incorporates the terms of the Proposal, and take all steps necessary to implement this Resolution. The contract is subject to the approval of the Town Attorney as to sufficiency in both form and substance.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, 22nd this day of November, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

~~July 26, 2022~~
November 8, 2022

Alexander Diaz, Town Manager
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160
Phone: (305) 932 – 0744
E-mail: AlexDiaz@goldenbeach.us

Project Name: Tweddle Park Redesign &
Wellness Center Building
Project Location: One Golden Beach Drive
Golden Beach, FL 33160
KEITH Project Number: 11155.M2

Dear Alexander Diaz:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and the Town of Golden Beach ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed. This proposal will remain valid for sixty (60) days.

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH assist in the development of the redesign of Tweddle Park & Wellness Center Building. The PROJECT SITE is located at One Golden Beach Drive. The property consists of four (4) parcel(s) that include folio numbers 19-1235-004-1080, 19-1235-004-0630, 19-1235-004-0640 and 19-1235-004-1270 and the OWNER of the property is listed as Town of Golden Beach.

The project consists of the development of Tweddle Park and Wellness Center Building with the addition of several sports courts, children playground and dog parks. KEITH will proceed to develop Construction Documents since the preliminary site design has been approved by commission.

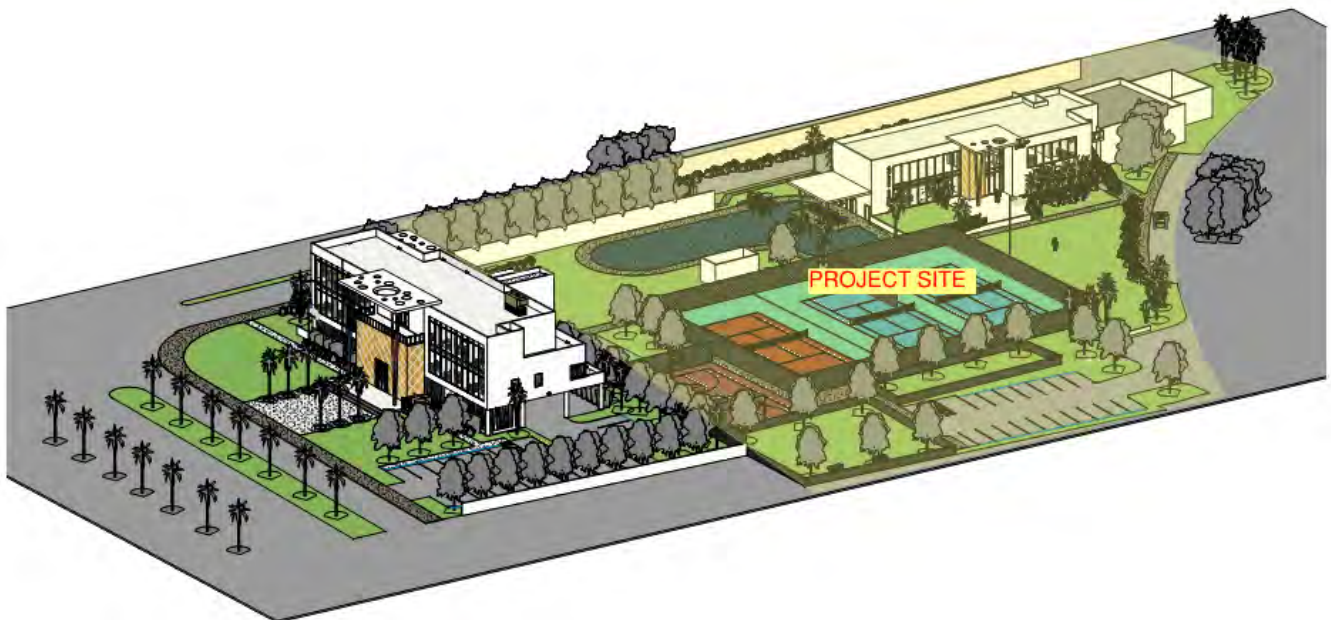
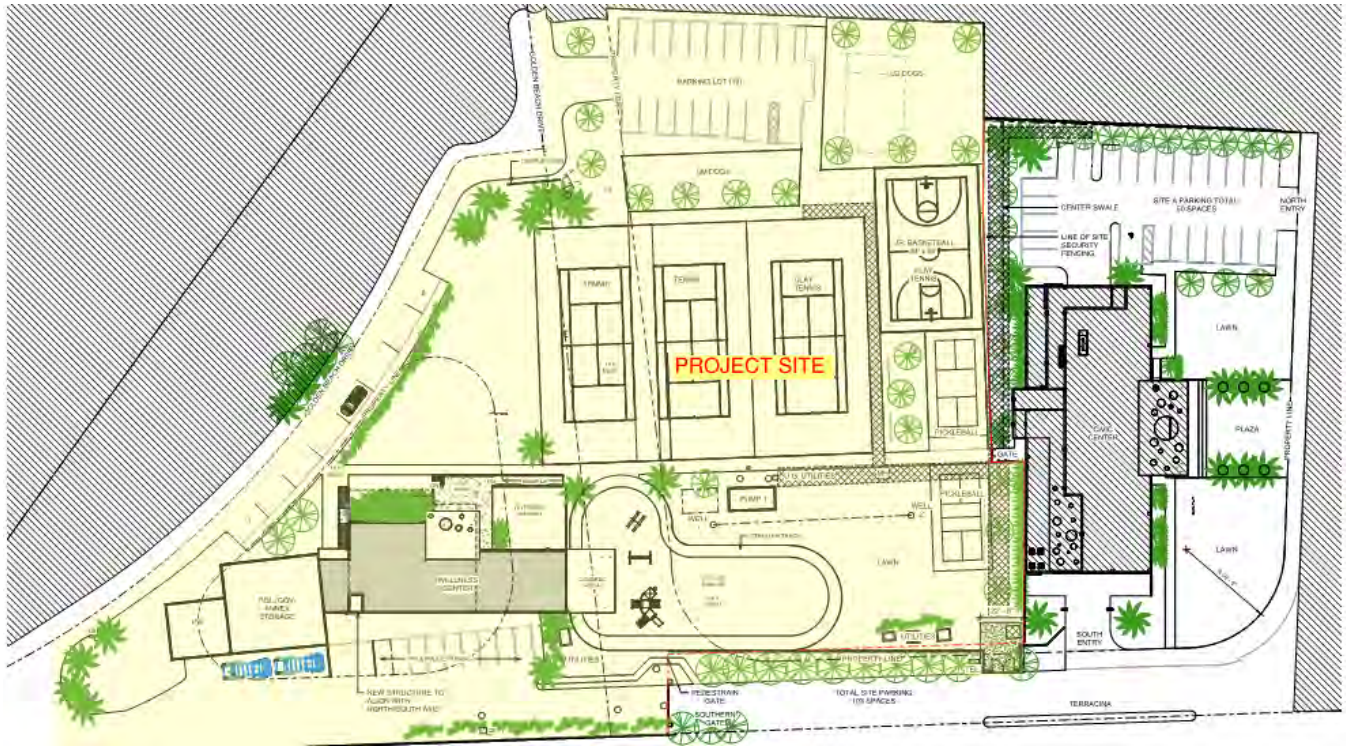
It is KEITH's understanding that the Town intends to maintain the same team of consultants and contractors that recently worked on the Civic Center for this project. KEITH will be responsible for the following disciplines: Survey, and Civil Engineering Services. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. The CLIENT/OWNER is responsible for all other disciplines to complete the project.

KEITH has identified the following agencies that will require coordination, submittals and or permitting throughout the project: Golden Beach Building Department, Miami Dade Water & Sewer Department, DERM Water Control Section, DERM Wastewater Section, North Miami Beach Utilities and Florida Department of Health. If additional agency coordination is required, this will be included as a contract addendum.

The CLIENT is responsible to provide title work, program, and budget for the development. The CLIENT and/or other consultants will be responsible for providing KEITH with CAD files of the Site Plan, along with any available Geotechnical and Environmental reports previously prepared.

KEITH has not included any potential scope of work that is offsite. Offsite improvements that may result as a part of this project will be considered as additional service and contracted, if necessary, through an addendum to this agreement. KEITH will work to identify any potential offsite improvements as early as possible for the CLIENT/OWNER review.

Project Areas – Site Map



PROJECT SCOPE

KEITH will provide the below services to assist the CLIENT and Project Team.

☒ Survey

- ☐ ALTA/NSPS
- ☒ Topography
- ☒ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other_____

☐ SUE

- ☐ Horizontal Designation
- ☐ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other_____

☐ Planning Services

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other_____

☒ Civil Engineering Services

- ☒ Paving, Grading and Drainage
- ☒ Water Distribution and Sanitary Sewer
- ☒ Erosion Control Plan
- ☒ Engineering Permitting

☐ Transportation Engineering Services

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other_____

☐ Traffic Engineering Services

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other_____

☐ Landscape Architecture Services

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other_____

☒ Construction/Program Management Services

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Building Permit Coordination
- ☒ Construction Observation
- ☒ Construction Certification
- ☐ Other_____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

SURVEY SERVICES

Task 101 Update Boundary and Topographic Survey

KEITH shall update the existing Boundary and Topographic Survey of the site, as prepared by KEITH, dated August 5, 2020. Survey shall show the boundary lines together with surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures shall be noted with the pipe invert elevation, diameter, material, and direction. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade. Areas of active construction shall not be noted but excluded from the survey.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES (if required)

SUBSURFACE UTILITY ENGINEERING (SUE) Services are not included in this scope of work because site plan has been modified not to encroach in the WASD Forcemain Easement. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

PLANNING SERVICES

Planning Services such as Site Plan Preparation / Processing / Rezoning / Right-of-Ways and/or Easement Vacations / Plat Determination, Plat Processing and/or Plat Note Amendment and other Entitlements are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering

Paving, Grading, and Drainage Plans

KEITH shall prepare on-site paving, grading, and drainage construction plans, to support the proposed development, that meet the requirements of the jurisdictional regulatory agencies. Calculations shall be performed to address the impacts of the proposed development relating to the requirements for permit agency submittal. The stormwater management system will address water quality treatment and water quantity storage to meet the requirements of the jurisdictional agencies. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, and/or dry retention areas. Exfiltration trenches may be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

No offsite roadway improvements beyond a direct driveway connection to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

Pavement Marking & Signing Plans

The CONSULTANT shall prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan shall include standard details and notes.

Water Distribution and Sanitary Sewer Plans

KEITH shall prepare combined water distribution and sanitary sewer system plans to service the proposed development. Water and sanitary sewer calculations shall be performed to address the impacts



of the proposed development relating to the requirements for permit agency submittal.

It is anticipated that all existing utility infrastructure is adequate to provide the required domestic water, fire, and sanitary sewer services to the proposed improvements. An evaluation of the existing infrastructure regarding capacity to service the proposed development will be made. Design services for Public Infrastructure improvements required to serve the proposed development will be addressed with a supplemental additional services agreement. These engineering services do not include the extension/replacement and/or upsizing of any water and/or sanitary sewer mains surrounding the site. Services associated with designing; and permitting any off-site infrastructure improvements (including off-site lift stations) required to provide service to the site will be addressed as additional services.

Erosion Control Plans

KEITH shall prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) shall include standard details and notes to meet the requirements of the regulatory agencies.

Demolition Plan

KEITH shall prepare a Demolition Plans incorporating removal of the existing improvements in conflict with the proposed facilities. This plan shall include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.

Deliverables

1. Construction Documents (60% and Final Construction Documents) for above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book.)
3. Drainage Calculations as required.
4. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.

Task 402 Engineering Permitting

KEITH shall attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Development Review

- Site Plan/Design Review (assumes site plan approval process to be led by CLIENT) – Town of Golden Beach.

Water and Sewer System

- Miami-Dade Water & Sewer Department – Sanitary Sewer.
- DERM Wastewater Section - Sanitary Sewer.
- DERM Potable Water Section – Water.
- City of North Miami Beach – Water.
- Florida Department of Health (FDOH) - Water



Paving, Grading, and Drainage System

- DERM Water Control Section – Stormwater.
- City Engineering Division.

Pavement Markings and Signage

- County Traffic Engineering Division.
- City Engineering.

If additional permits are required, KEITH shall process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

TRANSPORTATION ENGINEERING SERVICES

Transportation Engineering Services are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

TRAFFIC ENGINEERING SERVICES

Traffic Engineering Services such as Traffic Data Collection, Traffic Impact Statement, Traffic Impact Study(ies) and/or Parking Study(ies) are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

LANDSCAPE ARCHITECTURE SERVICES

Landscape Architecture Services are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

CONSTRUCTION / PROJECT MANAGEMENT SERVICES

Task 801 Construction Observation for Engineering Certification

KEITH shall provide construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees. Services included are described as follows and are anticipated to take eight (8) months:

Shop Drawing Reviews

KEITH shall review shop drawings, samples, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to CLIENT approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation

KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meetings. If required by the CLIENT, KEITH shall attend or participate in CLIENT scheduled coordination



and progress meetings or telephone conferences. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached). Re-tests and failed inspections will be invoiced based on this same Fee schedule.

As-builts Review

KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built plans set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections

KEITH shall participate, with the CLIENT's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CLIENT, participate in a final inspection together with CLIENT and contractor representatives to assure that all "Punch List" items are complete, and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed. This service is anticipated to be one (1) inspection, additional inspection(s) will be invoiced based on the attached Fee schedule.

*NOTE: The Construction Observation for Engineering Certification fee is estimated, and this work will be done/billed on a time and material basis in accordance with our current Professional Service Fee Schedule. If billing reaches 75% an additional contract addendum will be submitted to the CLIENT. **

Task 802 Construction Engineering

Issue Clarifications

KEITH shall issue all instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, as the City's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference calls

KEITH shall attend and or participate in project meetings and conference calls as requested by the CLIENT and CITY. KEITH shall review requests for information prepared by the Contractor and respond accordingly to all parties. KEITH will prepare drawings supplemental information needed to address the contractor's request for information.

Final Certification

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

Note: It is the Contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the CLIENT in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The Construction Engineering and Certification for the work is for an anticipated period of eight (8) months beyond the construction completion date for certifications.



We anticipate the following items requiring as-built certification:

- Water System
- Sanitary Sewer System
- Paving Grading and Drainage System

Note: Construction-related surveying (stakeout, as-built plans, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

*NOTE: The Construction Engineering fee is estimated, and this work will be done/billed on a time and material basis in accordance with our current Professional Service Fee Schedule. If billing reaches 75% an additional contract addendum will be submitted to the CLIENT. **



SCHEDULE

SURVEY SERVICES

Task 101 Update Boundary and Topographic Survey 4 weeks

CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering 2 Month

Task 402 Engineering Permitting 4-6 Months

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation for Engineering Certification 8 Months

Task 802 Construction Engineering 8 Months

COMPENSATION

SURVEY SERVICES

Task 101 Update Boundary and Topographic Survey \$3,500 (Lump Sum)

CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering \$22,500 (Lump Sum)

Task 402 Engineering Permitting \$16,500 (Lump Sum)

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation for Engineering Certification** \$18,500 (Hourly/NTE)*

Task 802 Construction Engineering** \$9,000 (Hourly/NTE)*

Total Fee \$70,000 + reimbursables

**Construction services compensation is based on the preliminary schematic.

If you concur with the foregoing as well as the attached General Terms and Conditions dated March 7, 2022 and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Alex Lazowick
President

DATED: _____

As to CLIENT
Town of Golden Beach

Signature: _____

Print Name: _____

Title: _____

DATED: _____





BILLING INFORMATION FORM

Project Name: _____

Project Location: _____

Client Job/P.O Number: _____

CLIENT BILLING INFORMATION

Company: _____

Attention: _____ Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email (for invoicing): _____

SPECIAL BILLING INSTRUCTIONS:

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____

Address: _____

Phone: _____ Email: _____

GENERAL TERMS AND CONDITIONS

I. COMPENSATION

A) Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply, and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule as seen on "Exhibit A" attached.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, CONSULTANT may, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

PAYMENT DELAY: If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of KEITH (the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received. The Subconsultant Amount and Time shall be adjusted by the amount of the SUBCONTRACTOR'S reasonable and verified cost of shutdown, delay and startup, which shall be affected by an appropriate Subcontractor Change Order.

B) Reimbursable Expenses:

CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge. Reimbursable expenses shall include but not be limited to the following items.

- A. Cost of black and white or color copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Travel associated with the project, including, but not limited to, mileage (standard IRS rate), business or first-class airfare, automobile rental, hotel and meals.
- C. Cost of postage and shipping expenses, including courier services.
- D. Cost for advertising, special models, renderings or other promotional materials not outlined in the scope of services

C) Additional Services:

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.



II. PROVISIONS RELATIVE TO THE SERVICES RENDERED

A) Re-use of Documents:

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property and may be used for publication.

B) Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

C) Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

Technical Limitations for all Sub Surface Utility Coordination

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify KEITH against any losses because of limitations within the equipment, but not against negligence on the part of KEITH. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. KEITH will not be responsible for damage caused by others. KEITH will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath



other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. KEITH will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used, and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.

D) Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E) Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F) Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

NO INDIVIDUAL LIABILITY. IN ACCORDANCE WITH FLORIDA STATUTE SECTION 558.0035, ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR ANY ACTS, OMISSIONS OR NEGLIGENCE OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ANY OTHER DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT, INCLUDING BUT NOT LIMITED TO DESIGN PROFESSIONALS WHO MAY SIGN AND SEAL DOCUMENTS RELATED TO THE SERVICES, SHALL ONLY BE ASSERTED AGAINST CONSULTANT AND NOT AGAINST ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR INDIVIDUAL DESIGN PROFESSIONAL. AS REQUIRED BY FLORIDA STATUTE SECTION 558.0035, NO INDIVIDUAL DESIGN PROFESSIONAL IS A PARTY TO THIS AGREEMENT.



G) Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

III. CLIENT'S OBLIGATIONS:

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

IV. GENERAL PROVISIONS:

A) Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B) No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C) Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, F



EXHIBIT A PROFESSIONAL SERVICE FEE SCHEDULE

| | <u>Hourly Rate</u> |
|---|--------------------|
| Senior Project Executive..... | \$400.00 |
| Project Executive | \$350.00 |
| Expert Witness | \$500.00 |
| Government Liaison..... | \$400.00 |
| Senior Project Manager | \$275.00 |
| Project Manager III..... | \$225.00 |
| Project Manager II..... | \$175.00 |
| Project Manager I..... | \$150.00 |
| Assistant Project Manager | \$100.00 |
| Administrative Assistant | \$80.00 |
| Engineer VI..... | \$250.00 |
| Engineer V..... | \$225.00 |
| Engineer IV..... | \$195.00 |
| Engineer III..... | \$165.00 |
| Engineer II..... | \$135.00 |
| Engineer I..... | \$110.00 |
| Senior Construction Manager | \$190.00 |
| Construction Manager..... | \$160.00 |
| Inspector III..... | \$125.00 |
| Inspector II..... | \$100.00 |
| Inspector I..... | \$90.00 |
| Chief Surveyor | \$190.00 |
| Sr. Surveyor & Mapper | \$180.00 |
| Project Surveyor II | \$165.00 |
| Project Surveyor I | \$150.00 |
| Technician IV..... | \$140.00 |
| Technician III..... | \$125.00 |
| Technician II..... | \$110.00 |
| Technician I..... | \$90.00 |
| Chief Planner | \$190.00 |
| Senior Planner..... | \$160.00 |
| Planner IV..... | \$140.00 |
| Planner III..... | \$125.00 |
| Planner II..... | \$110.00 |
| Planner I..... | \$90.00 |
| Senior Landscape Architect..... | \$200.00 |
| Landscape Architect II | \$165.00 |
| Landscape Architect I | \$135.00 |
| Arborist..... | \$140.00 |
| Designer III..... | \$145.00 |
| Designer II..... | \$135.00 |
| Designer I..... | \$125.00 |
| Chief Utility Coordinator | \$190.00 |
| Senior Utility Coordinator | \$150.00 |
| Utility Coordinator | \$110.00 |
| Subsurface Utility Location Manager | \$140.00 |
| Field Supervisor..... | \$90.00 |
| Utility Designating/GPR | \$200.00 |
| Survey Crew IV | \$250.00 |
| Survey Crew III | \$200.00 |
| Survey Crew II | \$150.00 |
| Survey Crew I | \$100.00 |
| Survey Static Laser Scanning..... | \$250.00 |
| Survey Drone Crew..... | \$200.00 |
| Impervious Coring >8" | \$150.00/Each |
| Vacuum Excavation Test Hole (Pervious Surface)..... | \$350.00/Each |
| Vacuum Excavation Test Hole (Impervious Surface)..... | \$450.00/Each |
| Effective 03/07/2022 | |



EXHIBIT B

| <u>Direct Expenses</u> | <u>Cost per Unit</u> |
|-------------------------------------|------------------------------------|
| Photographic Copies | |
| Color Copies | |
| a) 8.5" x 11" | \$ 1.00 |
| b) 8.5" x 14 or 11"x 17" | \$ 2.00 |
| c) 24"x 36" | \$18.00 |
| Black & White Copies | |
| a) Any Size up to 11"x17" | \$ 0.15 |
| b) 24"x 36" Blackline | \$ 2.00 |
| c) 30" x 42" Blackline | \$ 2.00 |
| d) 24"x 36" Mylar | \$15.00 |
| Laminating/Transparency Film Covers | \$ 2.00 |
| Display Boards | |
| Mounted (Foam) 30"x 40" | \$42.00 |
| Mounted (Foam) 40"x 60" and larger | \$70.00 |
| 3 Ring Binders 1" | \$ 1.00 |
| Dividers (Tabs) Set of 10 | \$ 0.80 |
| Acco/GBC Binding | \$ 1.50 |
| Facsimiles | \$ 2.00 |
| Overnight Packages | per service |
| Courier & Delivery Services | per service |
| Postage: 1st Class | Current US Postal rate |
| Mileage: | Current IRS Standard Mileage rates |

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 01/01/2022





TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 22, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

9

Subject: Resolution No. 2850.22 – Awarding an Agreement for
Professional Services with Martin Architectural Group for the
Redesign of Tweddle Park & New Wellness Center

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2850.22 as presented.

Background:

Throughout the last couple of months, the Administration and the Town Council have been working on a new project that the voters approved, known as the re-imagined Tweddle Park and construction of a new Wellness Center. In an effort to further the objectives of this project and to ensure that the Civic Center Complex speaks in one voice, and that the facilities all complement one another we are recommending that we continue to use Martin Architectural Group to provide us with the design services for the reimagined Tweddle Park & New Wellness Center.

Martin Architectural Group (Martin) currently provides design services for the Town's Civic Center Project. As part of the civic center complex masterplan, the Town has decided to include a component for a reimagined Tweddle Park and a brand new state-of-the-art Wellness Center. Martin has already provided the design for the site plan of the re-imagined Tweddle Park. Not only is their proposal extremely fair and competitive, keeping the same design team will expedite our objectives and expedite delivery of the project.

Their design services will include: coordination between trades to execute the site plan, providing design for the Wellness Center; construction management; and production of construction-ready documents.

Fiscal Impact:

An amount not to exceed \$166,400.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2850.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A DESIGN AGREEMENT WITH MARTIN ARCHITECTURAL GROUP FOR THE RE-IMAGINED TWEDDLE PARK AND NEW TOWN WELLNESS CENTER AT THE CIVIC CENTER COMPLEX; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town wishes to engage Martin Architectural Group (“Martin”) for design services related to the Re-Imagined Tweddle Park and the design of a new Wellness Center; and

WHEREAS, Martin currently serves as the Architect of Record for the new Civic Center; and

WHEREAS, the Administration is recommending that we retain Martin for the design, construction documents and other services associated with the projects at the Civic Center Complex; and

WHEREAS, the Town Administration has successfully completed negotiations with Martin and come to an agreement which is attached to this Resolution as Exhibit “A” (the “Agreement”); and

WHEREAS, the Town Council wishes to approve the Agreement.

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. The Town Council hereby approves the Agreement, subject to the final approval of the Town Attorney as to legal sufficiency.

Section 3. Contract and Implementation. The Town Manager and Town Mayor are hereby authorized to negotiate and enter into a contract which incorporates the terms of the Proposal, and take all steps necessary to implement this Resolution. The contract is subject to the approval of the Town Attorney as to sufficiency in both form and substance.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, 22nd this day of November, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

The Martin Architectural Group, P.C.

ARCHITECT'S QUOTE for
PROFESSIONAL SERVICES

**Wellness Center
Town of Golden Beach**

SUBMITTED TO

Town of Golden Beach

1 Golden Beach Drive
Golden Beach, Florida 33160
Attn: Alexander Diaz, Town Manager

July 21, 2022

Proposal No. JR-C177

PROGRAM

The project known as the Wellness Center is a new two-story building with a first-floor area approximately 6,040 sq.ft., and a second-floor of approximately 5,170 sq.ft. The schematic design with a REVIT model has been provided by Owner. This proposal is based on drawings SP-1, A-01, A-02, A-03, and A-04 dated April 4, 2022. The REVIT model will be used by Architect to start construction documents. The intent is to design and detail the building with same systems and materials as the Civic Center building currently under construction.

This proposal will be used to start the project for completion of schematic design phase. An edited AIA document B101 – 2017 Standard Form of Agreement Between Owner and Architect is expected to be executed for Architect's services prior to the start of the construction documents phase. This proposal assumes the project will be bid out to multiple general contractors. The project is **NOT** a design/build or fast track project.

PROFESSIONAL SERVICES

PHASE I: SCHEMATIC DESIGN REVIEW / COORDINATION

Architect shall review the code against the schematic design provided. Architect shall meet with Owner to review the schematic design and make recommendation on any updates required by code or any other design considerations the Architect recommends. This phase includes initial design determination of structural systems, electrical, and HVAC systems. Architect's consultants shall attend one phone / video conferencing meeting.

Architect recommends Owner hire a General Contractor for pre-construction services. Two in-person meetings are included in this phase.

PHASE II: CONSTRUCTION DOCUMENTS

Based on the approved Schematic design and any further adjustments in the scope or quality of the Project, the Architect will prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the architectural, structural and mechanical/electrical requirements for the construction of the Project. Architect will NOT be evaluating or estimating the cost of the work.

Sprinkler design and low voltage systems shall be design-build and hired by the General Contractor. The Owner will hire the Interior Designer and the Civil Engineer. The Interior Designer will be selecting and specifying all interior finishes and light fixtures. Lighting design must be coordinated with Architect's electrical engineer before 75% completion of construction documents.

Architect's fee will include a line item for a specification manual at Owner option. (A specification manual is recommended for a multiple bid project). Specifications will be performance based to allow General Contractor to contract for the best price. Signage shall be an allowance and is a delegated design.

Architect shall attend up to 3 meetings and weekly video conference meetings. Architect's consultants shall attend up to 3 video conference meetings.

PHASE III: PROCUREMENT PHASE

Architect shall assist the Owner in the bidding process when requested. Owner will be responsible for the bid process and requirements. The Architect shall not be responsible for estimating the cost of the work. Any value engineering suggestions to be incorporated into the project shall be an additional service.

Architect shall submit to the AHJ for permit. Architect shall answer questions from AHJ related to the submitted documentation.

PHASE I: CONSTRUCTION ADMINISTRATION

Architect will provide Construction Administration services. Such services will include, but not limited to:

1. Site Visitation
2. Shop drawing review (finishes reviewed by Owner / Interior Designer)
3. Answer requests for information.
4. Miscellaneous Construction services; design changes, repair details, substitutions, certifications, etc.

OWNER'S RESPONSIBILITIES

The Owner will provide the following full information on and retain professional consultants if required:

1. Topographic surveys, legal descriptions, existing utility plans, etc.
2. Environmental research and reports
3. Geotechnical engineering and reports
4. Traffic Engineering
5. Inspections by third parties required during construction. (Special inspections / Threshold inspections)
6. Low voltage system consultant for design and documentation
7. Lighting Consultant (may be hired through Interior Designer)
8. Civil Engineering / Landscape Architecture / Site lighting
9. Interior Design.

PROFESSIONAL FEES

Professional Services referenced above for this Project.

SCHEMATIC DESIGN phase I:

FEE: \$19,400.00
(Nineteen thousand, four hundred dollars)

(Architect \$7,500.00 / Structural: \$6,900.00 / MEP: \$5,000.00)

CONSTRUCTION DRAWING phase II:

FEE: \$129,000.00
(One hundred and twenty-nine thousand dollars)

(Architect: \$66,900.00 / Structural: \$28,500.00 / MEP: \$33,600.00)

SPECIFICATION MANUAL phase II: (option)

FEE: \$18,000.00
(Eighteen thousand dollars)

PROCUREMENT phase III:

FEE: Hourly

CONSTRUCTION Phase IV:

Site Visitation: (Site visits include expenses and field report)

FEE:

Structural Engineer: \$1,000.00 each

MEP Engineer: \$1,150.00 each

Architect: \$1,650.00 each

RFI's: answer up to forty-five (45) RFI's \$13,500.00

Submittals: \$27,400.00

(Architect: \$18,000.00 / Structural \$5,600.00 / MEP: \$3,800.00)

Miscellaneous Services: Hourly

ADDITIONAL SERVICES: (not included in basic services)

1. Additional Services may be billed per the Hourly Rate Schedule, fixed flat fee, or a not-to-exceed basis, as determined by mutual agreements.
2. The following services are specifically excluded from The Martin Architect Group's Basic Services. These services can be provided if specifically requested by the Owner and agreed to in writing:
 - .1 Making revisions in drawings, specifications, or other documents when such revisions are:
 - .1 Inconsistent with approvals or instructions previously given by the Owner.
 - .2 Required by the enactment or revision of codes, laws, or regulations subsequent to The preparation of such documents.
 - .3 Required by the revised interpretation of codes and/or ordinances by approving agencies.
 - .2 Providing services required because of significant changes in the project.
 - .3 Providing services made necessary by the default of the contractor or other Owner's consultant.
 - .4 Providing detail estimates of construction costs.
 - .5 Preparing 'Record' drawings showing changes in the work made during construction.
 - .6 Preparing brochure plans or other specialized drawings required for other than construction.
 - .7 Providing services of consultants for other than architectural, MEP, (Mechanical, Electrical and Plumbing) and 'normal' structural engineering unless provided for in this agreement.
 - .8 Providing any other services not otherwise included in this agreement.
 - .9 LEED certification, or other Green certification programs
 - .10 Energy modeling
 - .11 Early bid or permit packages

ADDITIONAL SERVICES FEE

The cost of the Architect's **ADDITIONAL SERVICES**, but excluding services of consultants, shall be computed on a standard hourly rate as follows:

- .1 Principal / Corporate Officer: Two hundred and fifty dollars (\$250.00) per hour.
- .2 Associate: Two hundred dollars (\$200.00) per hour.
- .3 Senior Architect / Senior Project Manager: One hundred and eighty-five dollars (\$185.00) per hour.
- .4 Architect / Project Manager: One hundred and sixty (\$160.00) per hour.
- .5 Intern Architect / Assistant Project Manager: One hundred and twenty-five dollars (\$125.00) per hour.
- .6 Mechanical, electrical, plumbing consultant range \$250-\$95 per hour.
- .7 Structural consultant range \$225-\$85 per hour.

REIMBURSABLE EXPENSES

REIMBURSABLE EXPENSES are in addition to cost of **BASIC SERVICES** and **ADDITIONAL SERVICES** and include actual expenses made by the Architect for the following:

- .1 Fees paid for securing approvals.
- .2 Renderings, models, photographs and other materials requested by the Owner not included in the **BASIC SERVICES** of this Agreement.
- .3 Expenses or overtime work requiring higher than regular rates if authorized by the Owner.
- .4 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect.
- .5 Transportation and living expenses while traveling in connection with the Project.
- .6 Reproduction of drawings and documents, excluding copies for the Architect's and Consultant's office use, shall be computed per sheet as follows:

Xerox Copies/Condo Docs:\$0.30 each
Bonds/Prints/Architecturals: \$3.50 each
Signed and sealed prints:.....\$7.50 each
Color Laser Copies:\$4.00 - \$7.00 each

Standard Color Plot up to 42x36:\$105.00 each

Creation of PDF Files:

Schematic Design Documents PDF's (Per Drawing):\$5.00

(or Fixed fee to be determined at time of request)

Construction Documents PDF's.....Hourly

(or Fixed fee to be determined at time of request)

Sign and sealed PDF (per sheet)\$5.00

(or Fixed fee to be determined at time of request)

Project Specification PDF (per sheet):\$0.30

(or Fixed fee to be determined at time of request)

Scanning Services:

Compact Disks:\$25.00

Image Scan (per scan): \$50.00

Minimum Charge for Reproductions (per order):\$10.00

- .7 Additional Reimbursable expenses including but not limited to consultants shall be billed at one and two-tenths (1.2) times the amount billed the Architect.

TERMS

1. Architect's invoices are due and payable upon receipt.
2. Payments for Basic Services will be made monthly in proportion to services performed within each Phase of service.
3. This Agreement may be terminated by either party without cause upon seven (7) days written notice. In the event of termination not the fault of the Architect, the Architect will be compensated for services performed prior to termination, together with Reimbursable Expenses then due.
4. The Architect has and will maintain general and professional liability insurance. In addition, each consultant retained directly by the Architect is required to carry such coverage. Insurance shall be claims made, and Owner shall limit liability to available insurance.
5. No deductions will be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from others, or on account of the cost of changes in the work other than those for which the Architect has been found to be legally liable.
6. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's employees and consultants in the interest of the Project. These expenses include the costs of printing and reproduction, costs of express or special shipment, cost of renderings beyond the basic number included in this proposal and/or models, and costs of additional insurance (if requested by the Owner).
7. The Architect's drawings, specifications or other documents will not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect's agreement has been terminated along with appropriate compensation to the Architect paid in full.
8. This proposal will be good for three (3) months from the date on the cover. After such time, the Architect reserves the right to readjust its fees.
9. Risk Assessment: Owner shall limit the Architects and Architect's consultant's liability to the available insurance on their claims made policy.
10. The client agrees, to the fullest extent permitted by law, to limit the liability of the Design on this project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design professions shall not exceed the total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors and omissions, strict liability, breach of contractor warranty. The Owner understands that no design is perfect and shall allow for potential errors and omissions in the construction budget.

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

Conclusion

If this Proposal is acceptable, please sign and return one copy with a retainer of \$22,000.00 to start the work. Retainer shall be credited to last invoices of the project.

for
The Martin Architectural Group P.C.



James M. Riviello, AIA
President

for
The Town of Golden Beach

Title: _____

Date: _____

Cc: Annabella Garcia, Intl. Associate AIA
Senior Project Architect



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 22, 2022

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

10

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2851.22 – Awarding A Request for Proposal for Civic
Center Furniture and Equipment to Compass Office Solutions

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2851.22 as presented.

Background:

The Town issued Request for Proposal (RFP) 2022-001, for Civic Center Furniture and Equipment, on October 3, 2022 (see attached RFP document). The RFP provides for the furniture for the offices, Town Council Chambers, the Bunker, and miscellaneous spaces of the Civic Center.

On November 3, 2022 the bid opening took place with only one respondent having submitted a bid (see attached Bid document).

On November 14, 2022 the Administration met with the respondent and determined that the proposed furniture was acceptable, also having found that the prices proposed were comparable to the State of Florida contract.

We feel that accepting this proposal is in the best interest of the Town. This comprehensive response for furniture for the new civic center meets all the criteria set forth in the RFP and we recommend favorable adoption.

Fiscal Impact:

An amount not to exceed \$191,000.00 coming from the Town's Contingency fund.

| | |
|-----------------|---|
| \$ 332,035.00 | Contingency Fund current total |
| - \$ 191,000.00 | <u>Total Amount for Furniture & Equipment</u> |
| \$ 141,035.00 | New Total Amount in Contingency Fund |

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2851.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDED RFP 2022-001 CIVIC CENTER OFFICE FURNITURE AND EQUIPMENT TO COMPASS OFFICE SOLUTIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Administration issued a Request for Proposals (RFP) 2022-001, for Civic Center Office Furniture and Equipment for the Civic Center Project; and

WHEREAS, the Town received one response from Compass Office Solutions, attached to this Item as Exhibit "A"; and

WHEREAS, the Administration is asking for approval to award the RFP to Compass Office Solutions.

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 are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Proposal. The Town Council hereby awards RFP 2022-001 for Civic Center Office Furniture and Equipment to Compass Office Solutions.

Section 3. Implementation. The Town Manager is hereby authorized to take any and all actions to execute the proposal.

Section 4. Contract and Implementation. The Town Manager and Town Mayor are hereby authorized to negotiate and enter into a contract which incorporates the terms of the Proposal, and take all steps necessary to implement this Resolution.

The contract is subject to the approval of the Town Attorney as to sufficiency in both form and substance.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 22nd day November, 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: November 22, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

11

Subject: Resolution No. 2852.22 – Approving a Proposal from Hotwire Communications for a Town-Wide Security Camera System.

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2852.22 as presented.

Background:

Throughout the last 24 months, the Town Council and Administration have been working diligently to determine the best methods to ensure that we have the most secure community in South Florida. During our discussions it became evident that providing a comprehensive closed-circuit television (CCTV) program throughout our community would bring us one step closer to the desired outcome. In the attached proposal, we will be providing a combination of cameras and thermal infrared readers deployed encompassing the entire community. In bringing forth this recommendation, the Town sought proposals from three distinctive vendors: Interlink, Tech Pro and Hotwire Communications, Inc. All three vendors provided comprehensive proposals and competitive pricing.

In recommending Hotwire Communications to provide us with this service, there were several factors that set them apart. The first being that the Town has already engaged them to provide us with a CCTV take-over of our existing system (running two parallel systems is not something that we would feel comfortable with). The second, and most compelling, is that Hotwire will allow us to pay for the system through a monthly service agreement, over the course of the next 10 years. In essence, they will be financing the project on behalf of the Town without the Town having to take on additional debt.

What we are recommending is that the Town pay \$37 per home, with a guarantee of 360 homes, for a monthly cost of \$13,320.00 or an annual cost of \$159,840.00 for a total of \$1,598,400.00 for the project.

Throughout the life of the agreement, Hotwire will be responsible for the monthly maintenance, ensuring that the system is fully operational, guaranteeing the replacement of equipment during the first five years (which is the warranty period). The Town will be responsible for the replacement of equipment after the first five years.

Hotwire will be responsible for the full cost of installation and equipment as found in the attached proposal. We find that the \$1.5-million is a competitive proposal given the complexity and the level of commitment required of the vendor throughout the term of the contract.

Fiscal Impact:

The annual cost of \$159,840.00 for this project will be budgeted through the Town's General Fund.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

To: Alexander Diaz
Town Manager

November 17, 2022

From: Rudy Herbello
Chief of Police

Ref: Recommendation for CCTV Replacement

Town Manager after an in-depth inspection of the existing CCTV cameras installed around the perimeter of the town, which includes the interior area of the Islands, the Parkways, the Intercostal waters, the beach area, Golden Beach Drive, and the location of the new Civic Center, we have determined that we need to augment and improve the current CCTV surveillance cameras inside the Town of Golden Beach.

As we re-examined the fixtures and locations of the existing CCTV cameras, which were acquired and installed in 2009, we should reconsider some of the camera locations based on new technologies (analytics and thermal cameras), to capture wider angles.

The following is a synopsis of the designs proposed:

These cameras will utilize the latest in self-learning video analytics, long-range perimeter protection, minimize false alarms and be able to see in low light areas. Furthermore, these cameras have the capabilities of alerting our personnel of any intrusions into our Town.

Recommendations:

It is my recommendation that the Town adopt and implement the following proposed plan in order to further enhance our CCTV System for Public Safety.

The town shall consider installing additional CCTV cameras at the following locations:

| | | | |
|---|-----|------|-----------|
| • 14 additional cameras in Ocean Boulevard | X 4 | LENS | 56 |
| • 32 additional cameras in interior of the town | X 4 | LENS | 128 |
| • 12 additional cameras on the Beach | | | 12 |
| • 12 additional cameras in the Intracoastal waterways | | | 12 |
| | | | <hr/> |
| | | | 208 TOTAL |

Fiscal Impact

The Fiscal Impact to the Town of Approximately \$1,500,000.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2852.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE TERMS OF A PROPOSAL FROM HOTWIRE COMMUNICATIONS FOR A TOWN-WIDE SECURITY CAMERA/SURVEILLANCE SYSTEM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the “Town”) has solicited proposals from various security firms for the purchase, installation and maintenance of a Town-wide surveillance security system including cameras, infrared tracking and alert capabilities; and

WHEREAS, the Town has received responses from qualified firms, including a detailed proposal from Hotwire Communications, a copy of which is attached hereto as Exhibit “A” (the “Proposal”); and

WHEREAS, the Town Manager and Town Mayor have evaluated all submittals and recommend that the Town Council accept the terms of the Proposal.

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. The terms of the Proposal are hereby approved subject to a maximum of thirty-seven dollars (\$37.00) per residential unit.

Section 3. Contract and Implementation. The Town Manager and Town Mayor are hereby authorized to negotiate and enter into a contract which incorporates the terms of the Proposal, and take all steps necessary to implement this Resolution.

The contract is subject to the approval of the Town Attorney as to sufficiency in both form and substance.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 22nd day of November 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT “A”

(PROPOSAL)



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 22, 2022

To: Town Council Members

From: Honorable Glenn Singer
Town Mayor

Item Number:

12

Subject: Resolution No. 2853.22- Approval of an Amendment to the
Town's Manager's Employment Agreement

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2853.22 as presented.

Background:

We have witnessed this past year that our Manager Alexander Diaz has proven to go above what is expected of a Town Manager. Alexander has been serving as our Town Manager since his appointment in March of 2007. He is currently the longest consecutively serving City Manager in Miami-Dade, and Broward County.

During his tenure, the Town has realized significant improvements in both the values of our community and the infrastructure of our Town. In a little less than 14 years, the manager has been able to leverage a \$14.5 million-dollar General Obligation Bond to execute and deliver over \$58-million dollars in capital projects.

Just this past summer, our Manager was able to take the idea of a new bond issuance and the development of a re-imagined Tweddle Park and creation of a Wellness Center from concept to implementation. Alex's dedication to the community is unquestioned.

The list of the Manager's accomplishments are too great to list individually but there is no doubt that through his leadership the Town has developed into the most sought after community that it is today.

Although the Manager's employment contract was amended last year. After considering a new request to re-negotiate, I determined that making some adjustments to the Managers employment contract would serve the best interest of our Town and acknowledge the hard work and dedication we have come to appreciate from Alexander

No one knows better than I the level of commitment, professionalism, expertise and sacrifice that Alexander has given to our Town. Alexander truly cares about Golden Beach, and with this amendment, he will have spent his career and prime years with our Town; this contract amendment codifies our commitment to Alex.

Fiscal Impact:

The Amendment provides for the conversion of his auto allowance to salary, provides for a 20 and out for retirement, funds his deferred compensation at the rate established by the IRS (\$19,500) and provided a post retirement insurance benefit similar to that as the Town Council, and makes some changes to the benefits and terms as enumerated in the attached Employment Agreement Amendment.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2853.22

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alexander Diaz is employed by the Town of Golden Beach (the "Town") as Town Manager pursuant to an Employment Agreement effective from and after November 10, 2010 (the "Agreement"); and

WHEREAS, the Town Council and the Town Manager wish to amend the Agreement by entering into the Fourth Amendment to Town Manager's Employment Agreement attached hereto as Exhibit "A" to this Resolution.

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. The Town Council approves the Fourth Amendment to the Town Manager's Employment Agreement attached hereto as Exhibit "A."

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, 22nd this day of November, 2022.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT
TOWN MANAGER**

This Fourth Amendment to Employment Agreement (“the Fourth Amendment”) is made and entered into this _____ day of _____, 2022, between the Town of Golden Beach, a Florida municipal corporation, (the “Town”) and Alexander Diaz (the “Employee”).

RECITALS

WHEREAS, Section 5.01 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town; and

WHEREAS, the Town Council entered into an Employment Agreement (the “Agreement”) engaging the services of the Employee as the Town Manager and the Employee accepting this employment; and

WHEREAS, the Town and the Employee wish to revise the Agreement to address the Employee’s fringe benefits, including vehicle allowance and retirement benefits.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the Town and the Employee agree as follows:

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

Section 2. Agreement Amended: That Sections 5.2, 8, 9.1, 9.2, 9.3 and 10 of the Agreement are hereby amended to read as follows:

5.2 The Employee’s original annual auto allowance of Thirteen Thousand Three Hundred and Forty Three Dollars and No Cents (\$13,343) shall be reclassified to be incorporated into the biweekly salary installment payments made to the Employee. The Employee shall also be entitled to receive the same cost of living increases as granted to other non-bargaining unit Town employees, as granted from and after November 1, 2020.

8. The Employee shall be provided with a take home vehicle consistent with the Town's obligations relative to its take-home vehicle program/policy for non-sworn employees ~~an annual vehicle allowance of Thirteen Thousand Three Hundred and Forty Three Dollars and No Cents (\$13,343.00) during the Agreement term.~~ The Employee may also utilize his personal vehicle for Town obligations so the ~~The~~ Town shall be financially responsible for all maintenance, insurance, and other costs associated with the Employee's vehicle, which is consistent with the Town's obligations relative to its take-home vehicle program/policy.

9.1 The Employee shall be a Member of the Town of Golden Beach Employees Pension Plan (the "Plan") and accrue benefits for future Credited Service in accordance with provisions of the Code, which among other terms defines the Normal Retirement Date for the Town Manager member as the first day of any month following the completion of twenty (20) years of Credited Service. ~~The Employee, and~~ may elect to participate in the Deferred Retirement Option Plan (DROP) on the same terms and conditions as the DROP plan for Police Members, in accordance with Ordinance No. 576.17, except that he may participate in the DROP upon attaining twenty (20) years of Credited Service. The Town shall pay the corresponding increase to the Actuarially Determined Contribution.

9.2 The Town shall annually contribute an amount equal to the maximum elective deferral for that taxable year ~~Seven Thousand Seven Hundred Dollars and No Cents (\$7,700.00) per year~~ into the Employee's 457 & 401K Deferred Compensation Plans with the International City Manager Association Pension Fund. Said contributions shall be deposited in equal proportionate amounts on each pay period.

9.3 The Town shall annually contribute an amount equal to the maximum elective deferral for that taxable year ~~Eight Thousand Dollars and No Cents (\$8,000.00) per year~~ into a Deferred Compensation plan or such other retirement plan or tax sheltered annuity program as may be designed by the Employee that complies with all Federal and State laws and regulations. Said contributions shall be deposited in equal proportionate amounts monthly or quarterly as approved by the Mayor.

10.4 Upon reaching normal retirement and separating from Town service, and as permitted by Section 112.0801, Florida Statutes, the Town shall permit the Employee to continue participating in the Town's insurance plan and pay for the cost of health insurance benefits for him and any eligible dependents to the same extent paid for by the Town for the Town's active general employees.

Section 3. Conflicts. To the extent that any inconsistency exists between the terms of this Second Amendment and the terms of the Employment Agreement and any prior amendments, the terms of this Second Amendment shall supersede and control. Terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement. Except as specifically amended in this Second Amendment and any prior amendment, the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Council in accordance with Resolution No. _____ passed on _____, has executed this Agreement the day and year first above written.

TOWN OF GOLDEN BEACH

By: _____
Glenn Singer, Mayor

ATTEST:

Lisette Perez,
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE TOWN OF GOLDEN BEACH ONLY:**

Stephen J. Helfman,
Town Attorney

TOWN MANAGER

Alexander Diaz

Date _____