



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the February 23, 2023
Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 822 5177 5641 Password: 399334

For Dial In Only: Call 929.205.6099 Meeting ID: 822 5177 5641

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, FEBRUARY 28, 2023.

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

- Film Permit Fees Collected in 2022

J. TOWN ATTORNEY REPORT

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

None

N. TOWN MAJOR PROJECTS REPORT/UPDATE

- Civic Center Construction Update
- Re-Imagined Tweddle Park Update
- Closed Circuit Television (CCTV) Update

O. CONSENT AGENDA

- 1. Official Minutes of the January 17, 2023 Regular Town Council Meeting**
- 2. A Resolution of the Town Council Approving A Mutual Aid Agreement between the city of Sweetwater and the Town.**

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

Exhibit: Agenda Report No. 2
Resolution No. 2856.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2856.23

- 3. A Resolution of the Town Council Approving An Employment Agreement with Cem Topaclioglu.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE CEM TOPACLIOGLU TO PROVIDE HEALTH AND WELLNESS SPECIALIST SERVICES IN THE RECREATION DEPARTMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2857.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2857.23

- 4. A Resolution of the Town Council Approving An Employment Agreement with Ingrid Gooden.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT

AGREEMENT FOR CONTRACT EMPLOYEE INGRID GOODEN TO PROVIDE ACCOUNTING SERVICES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2858.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2858.23

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

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

Exhibit: Agenda Report No. 5
Resolution No. 2859.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2859.23

P. TOWN RESOLUTIONS

6. A Resolution of the Town Council Accepting the Town Clerk's Certification of the Results of the February 21, 2023 Town Election.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE TOWN CLERK'S CERTIFICATION OF THE RESULTS OF THE FEBRUARY 21, 2023 TOWN ELECTION FOR MAYOR AND TWO TOWN COUNCILMEMBERS, DESIGNATING THE VICE MAYOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2860.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2860.23

7. A Resolution of the Town Council Approving A Professional Services Agreement with Craig A. Smith & Associates for the Retrofit of the Tweddle Park Stormwater Pump Station.

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

Exhibit: Agenda Report No. 7
Resolution No. 2861.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2861.23

8. A Resolution of the Town Council Approving the Final Site Plan for the Re-Imagined Tweddle Park.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FINAL SITE PLAN FOR THE RE-IMAGINED TWEDDLE PARK; AUTHORIZING THE ADMINISTRATION TO PREPARE CONSTRUCTION-READY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2862.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2862.23

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
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: January 19, 2023

To: Alexander Diaz
Town Manager *AD*

From: Marie E. Talley *MET*
Community Development Specialist

Subject: Film Permit Fees Collected

I am submitting a report of Film Permit Fees collected for Calendar Year 2022.

As per Ordinance 535.09 Sec. 15-16(e):

Within sixty (60) days of the expiration of a calendar year, the Town Manager shall submit to the Town Council a report detailing all Film Production that took place in the Town during the preceding calendar year. Such report shall include, without limitation, the name of each Permittee to whom a permit was issued and the amount of permit fees collected.

I have attached a report based on fees collected since January 1, 2022.

Film Permits CY2022

Date(s)	Name/Production Co.	Address	Type of Film Production	Fees Collected
Jan. 2022	GB Living Magazine	Various Locations	Still Photos	\$ 250.00
Jan. 5-6	First Option Productions	155 Ocean Blvd	Still Photos	\$ 1,000.00
Jan. 20	Cinmar LLC Frontgate	615 Ocean Blvd	Still/Motion	\$ 1,100.00
Feb. 2022	GB Living Magazine	Various Locations	Still Photos	\$ 250.00
Mar. 2022	GB Living Magazine	Various Locations	Still Photos	\$ 250.00
Mar. 2	Select Services Production Company Jimmy Choo	615 Ocean Blvd	Still/Motion	\$ 2,500.00
Mar. 11	CMLMB Perigon Hotel	469 Ocean Blvd	Still/Motion	\$ 2,100.00
Mar. 16-17	HG Producers Lilly Pulitzer	355 Ocean Blvd	Still Photos	\$ 4,200.00
Apr. 2022	GB Living Magazine	Various Locations	Still Photos	\$ 250.00
May. 2022	GB Living Magazine	Various Locations	Still Photos	\$ 250.00
May. 24	Location Resources Horizon Photo Production	155 Ocean Blvd	Still Photos	\$ 700.00
May. 25	BK Collective Jade Swim	615 Ocean Blvd	Still Photos	\$ 500.00
Jun. 2022	GB Living Magazine	Various Locations	Still Photos	\$ 250.00
Jun. 6-7	Miami Sites Viacom CBS	615 Ocean Blvd	Motion	\$ 5,000.00
Jun. 9	Ahead Productions	229 Golden Beach Dr	Still Photos	\$ 350.00
Jun. 15	Noe & Associates	469 Ocean Blvd	Still/Motion	\$ 2,100.00
Jul. 2022	GB Living Magazine	Various Locations	Still Photos	\$ 250.00
Jul. 15	Location Resources Noted Collective, Inc.	155 Ocean Blvd	Still/Motion	\$ 700.00
Aug. 2021	GB Living Magazine	Various Locations	Still Photos	\$ 250.00
Aug. 22-26, 29-Sep. 1	Netflix Productions LLC Pain Hustlers	615 Ocean Blvd	Motion	\$ 28,700.00
Sep. 2022	Stroll Magazine Formerly Known as GB Living	Various Locations	Still Photos	\$ 250.00
Sep. 16	Select Services Neiman Marcus	615 Ocean Blvd	Still Photos	\$ 1,200.00
Oct. 2022	Stroll Magazine	Various Locations	Still Photos	\$ 250.00
Oct. 19	Elastic People Corp	155 Ocean Blvd	Motion	\$ 1,500.00
Oct. 27	FILM MIA LLC	155 Ocean Blvd	Motion	\$ 1,500.00
Nov. 2022	Stroll Magazine	Various Locations	Still Photos	\$ 250.00
Nov. 16	Sincera LTD	552 North Island Dr.	Still Photos	\$ 700.00
Dec. 2022	Stroll Magazine	Various Locations	Still Photos	\$ 250.00
Dec. 6	AN LE Inc.	155 Ocean Blvd	Still/Motion	\$ 700.00
Total				\$ 57,550.00




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Numbers:

1

Recommendation:

It is recommended that the Town Council adopt the official minutes of the January 17, 2023 Regular Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the January 17, 2023
Regular Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 817 3851 9827 Password: 829915

For Dial In Only: Call 929.205.6099 Meeting ID: 817 3851 9827

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, JANUARY 17, 2023.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:14 p.m.

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Police Lt. Leila Perez, Office Assistant Kaitlyn Dziedzic, Office Assistant Gabriella McKoy

C. PLEDGE OF ALLEGIANCE

Lt. Perez led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

None

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

None

G. MAYOR'S REPORT

First off, wanted to wish everyone a Happy and healthy New Year. Commented on the New Years Event and it was a phenomenal success. Hats off to the Town Manager and Administration for doing a great job. There was a tremendous turnout for the residents.

Appreciate not only Michael Glidden and his staff but also the Police Department as well for a phenomenal job.

2023 is an extremely busy year, very excited about it. This year we will be completing the new Civic Center in the second quarter of this year. We will also be completing the new plot regarding the tennis courts, pickle ball courts and the basketball courts. Plans for the new Wellness Center, dog park and tot lot will be completed this year. We're continuing to maintain and looking to the current infrastructure. We have a few more projects this year and are very excited. We do have a lot on our plates and we appreciate everyone's patience and understanding that we're trying to finish everything as soon as possible. Good news is our projects have been on time (if not exactly on time) and also within budget.

About one hundred twenty seven residents have not signed up with Hotwire yet. Everyone is being billed for it, so highly recommend contacting either Town Hall or Hotwire directly to set up an appointment. It's a great service. The internet service now is night and day to what we had before, it's quicker and more reliable.

Thanked the residents of Golden Beach, starting in March will be the start of tenth term. Thank you for your confidence.

Thanked the Council for their support.

H. COUNCIL COMMENTS

Councilmember Lusskin

Thanked the Police Department for their availability and for keeping us safe. Wanted to consider equipping each officer with Narcan.

Asked if we had AEDs everywhere.

Town Manager responded saying we have enough AEDs to cover the whole town and could very well appoint AED.

Councilmember Lusskin asked if there will be AEDs on each floor of the new civic center.

Town Manager responded saying we'll have enough to meet the needs of our residents.

Councilmember Lusskin stated that she would like to have a "Bagels On The Beach" with all of the new residents in Town. Youth leadership group doing some great things and would like to get some of that information on the website. Mentioned hotwire.

Councilmember Bernstein

Great job on the New Year's party, was kind of upset that the party ended so early.

Town Manager answered that we'd rather inconvenience non-residents rather than the residents with the noise.

Councilmember Einstein

Great job on the New Year's party.

Echoed what Councilman Bernstein has said about A1A clean up.

There is a tremendous amount of construction in the Town. Certain that police are working to do something about it, but wants them to be more vigilant about it. Reminded everyone of the upcoming election in Town.

Vice Mayor Mendal

No comments

I. TOWN MANAGER REPORT

Welcomed everyone back from the holidays.

Spoke on the New Year's Party. We had over 640 reservations after expecting 400. There were some inconveniences that we'll try to fix for next year.

Spoke on the important dates concerning the town's upcoming general election, including the election date on February 21st in Town Hall from 7 AM to 7PM.

Recommended having the town's Bagels on the Beach event on Sunday, February 5th at 10 a.m. to 1 p.m.

Very informal event.

Will have another opportunity for candidates to meet the residents at the Town's Valentine's Day event on February 14th from 6 to 9 p.m. in South Park.

We have seen a rise in crime in our northeast region. Increasing marine patrol to try and combat that.

For those individuals who did not receive their holiday gifts, you must come by town hall to sign them out.

As of March 1st, the Hotwire service connection will go up by \$500. We strongly encourage all residents to schedule a consultation with Hotwire before March 1st.

Mayor and him did meet earlier this year to set forth the agenda on the major projects coming up this year.

Councilmember Bernstein asked the manager to discuss the issue concerning Code Red.

Town Manager spoke on A1A and the dollars the town received from the state. Those dollars cannot be used for non-transportation related costs. Project almost done. Only have the southbound lanes of two medians left. Will be sandblasting South Island Bridge because it has a lot of grease and oil from the re-milling project.

As it relates to crime in town and code red, our position is that we will never put out a code red during an active search or active scene. When residents see that there is police activity they are encouraged to call the guardhouse. In all of our monthly newsletters and through our e-blasts, we do communicate what is going on in town.

Code red is used to try to inform the community on events that are going on. We are very proactive in trying to understand what the misinformation is in our community.

Read our newsletter and please sign up for the Town's e-blast to know what's going on in Town.

Councilmember Einstein thanked the Administration for all of their hard work.

J. TOWN ATTORNEY REPORT

None.

K. ORDINANCES – SECOND 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 Ordinance No. 1
Ordinance No. 603.22

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 603.22

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 (via zoom)</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

The motion passed.

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

2. A Resolution of the Town Council Approving A Variance Request for the Property Located at 194 South Island Drive to Permit a Seawall.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 194 SOUTH ISLAND DR., GOLDEN BEACH, FLORIDA 33160 TO PERMIT A SEAWALL TO ENCROACH OUTSIDE THE PROPERTY LINE INTO THE WATERWAY BY APPROXIMATELY 1'-8 ³/₄" WHEN TOWN CODE SECTION 46-81 DOES NOT PERMIT THE SEAWALL TO ENCROACH OUTSIDE THE PROPERTY LINE.

Exhibit: Agenda Report No. 2
Resolution No. 2854.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2854.23

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

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

The motion passed.

3. A Resolution of the Town Council Approving A Variance Request for the Property Located at 448 Golden Beach Drive to Permit a Seawall.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 448 GOLDEN BEACH DR., GOLDEN BEACH, FLORIDA 33160 TO PERMIT A SEAWALL TO ENCROACH OUTSIDE THE PROPERTY LINE INTO THE WATERWAY BY APPROXIMATELY 4.38' WHEN TOWN CODE SECTION 46-81 DOES NOT PERMIT THE SEAWALL TO ENCROACH OUTSIDE THE PROPERTY LINE.

Exhibit: Agenda Report No. 3
Resolution No. 2855.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2855.23

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

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

The motion passed.

N. TOWN MAJOR PROJECTS REPORT/UPDATE

- Civic Center Construction Update
- Re-Imagined Twedde Park Update
- Closed Circuit Television (CCTV) Update

Civic Center located at 10 Ocean Blvd. is well underway. There have been no cost overruns or project delays that were not related to the supply and demand issues. Windows started being installed. The building is well under way. Our goal is that we could get the building delivered, place the furniture in that we ordered already, and put out the RFP for software and technology.

When we started the Civic Center, there was a conversation with our residents as to what we could do to improve Tweddle Park. The Reimagined Tweddle Park project includes 3 pickle ball courts, a junior basketball court, 2 full size hard surface tennis courts, a green artificial tennis court, 2 dog parks, and a new tot lot. The dog park and tot lot will be delivered as part of the Wellness Center project. The Reimagined Tweddle Park project has been fully designed, but as of late, we've received some concerns about the amount of noise that the pickle ball courts could create. We've already approved a 12 foot wall on the north side and the east side and will look into putting in a 12 foot wall on the west side with a waterfall feature and some acoustics to try to abate the noise. We believe that by putting in the wall, the acoustics and water fall will help ease the noise that comes from the pickle ball courts. Moving the pickle ball courts to the middle would not solve the noise issue because of the larger open space. Currently in furniture and lighting selection.

Know that the administration does have funds in the civic center project for some courts and the drainage. This project is one of the projects that's authorized under the G.O. Bond. Hope to bring you at your March meeting the final bid project for this.

Have been negotiating with hotwire your CCTV contract. Chief Herbello has been assigned this project and will be managing this project from beginning to end. Will meet with the residents of the homes on the Intracoastal some time next month.

We are looking to, as we finish the programming study, start designing and bringing design options. We have already hired the architect that will put together conceptual plans. Wellness center project will not kick off this year. Maybe by the end of this year we'll go out to bid with that project. We will not rush that project. Other projects that were approved with the GO bond are well underway, like the lights on A1A that were already approved. We are working diligently to deliver the projects. When it's all said and done we will have delivered \$60-million worth of projects to this community, only asking the residents to put in \$20-million.

Mayor Singer added that it's all been done working within our operating budget and without increasing the millage rate.

Councilmember Bernstein added that they have actually decreased the millage rate.

Councilmember Einstein stated that they may want to look at the wellness center at the PGA golf course.

Mayor Singer stated that there are other local spaces that are great like Fisher Island's wellness center, but the Town is not there yet. Hopefully, that's a 2024 project.

Terri Sonn, 264 South Parkway – Yes she is running for Council, even though they have done a wonderful job. Asked Town Manager to address the fobs and the entrances. Asked if the wall would be in front of the residential homes. Asked how the CCTV will help the crime rate.

Town Manager responded beginning with the CCTV project stating that every corner of Ocean Blvd will have cameras facing north and south. Every single right of way area and waterway area in Golden Beach will have a lense. The pedestrian entrances will require all of the residents to have a key fob and it will also provide key fobs for the recreational facilities as part of the CCTV takeover. As it relates to the wall, we're still in the very early discussions on how it will work. The goal will be that wall will go from North to South by the pickle ball courts to create distance from the homes most impacted by the noise.

Resident Lydia Eskenazi, 660 Golden Beach Drive asked about artificial turf.

Town Manager stated that that decision has already been made by council and they have instructed staff to install an artificial turf instead of a clay court.

Councilmember Bernstein stated that the request for the clay courts was being made by residents who now no longer play tennis. That, along with the high cost of maintenance, going with the artificial turf is a better alternative.

O. CONSENT AGENDA

4. Official Minutes of the November 22, 2022 Special Town Council Meeting

Consensus vote 4 **Ayes,** 0 **Nays.** Item O4 passes.

P. TOWN RESOLUTIONS

None

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

Town Manager stated that the next council meeting will be on February 28th, 2023 to ratify the results of the election.

Bagels on the beach February 5th from 10 a.m. to 1 p.m.

Valentine's Day event on February 14th from 6 to 9 p.m.

General Election on February 21st from 7 a.m. to 7 p.m.

February Council meeting February 28th at 6 p.m.

R. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:16 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

2

Subject: Resolution No. 2856.23 - Approving a Mutual Aid Agreement
with the City of Sweetwater

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2856.23 as presented.

Background:

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

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2856.23

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

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

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

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

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

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

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

Section 4. Effective Date. That this resolution shall become effective

immediately upon approval of the Town Council.

Sponsored by Town Administration

The Motion to adopt the foregoing Resolution was offered by _____.

seconded by _____ and on roll call the following vote ensued:

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,

Florida, this 28th day of February, 2023.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**BETWEEN THE CITY OF SWEETWATER AND
THE TOWN OF GOLDEN BEACH**

Whereas, it is the responsibility of the governments of the City of Sweetwater, and the Town of Golden Beach, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

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

Whereas, in order to ensure that the resources of these law enforcement agencies will be adequate to address any and all these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Sweetwater and the Town of Golden Beach; and

Whereas, City of Sweetwater and the Town of Golden Beach have the authority under Chapter 23, *Florida Statutes*, the “Florida Mutual Aid Act,” to enter into this Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN that the City of Sweetwater and the Town of Golden Beach, municipal corporations of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

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

3. **Definitions:**

- a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned police agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities. A copy of the Joint Declaration is attached hereto as Exhibit "A."
- b. **Law Enforcement Agencies:** The Police Department of the City of Sweetwater and/or the Police Department of the Town of Golden Beach.
- c. **Agency Head:** Either the Chief of the City of Sweetwater Police Department or the Chief's designees; and the Chief of the Town of Golden Beach Police Department, or the Chief's designees.
- d. **Participating Municipal Police Department:** The Police Department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. **Certified Law Enforcement Employee:** Any law enforcement employee certified as provided in Chapter 943, *Florida Statutes*.

4. **Operations:**

- a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner

deemed appropriate. The Agency Head's decision in this regard shall be final.

- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The Agency Heads of the participating Law Enforcement Agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing Agency.

5. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating Law Enforcement Agencies, including Certified Law Enforcement Employees, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, *Florida Statutes*, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed. Should a violation of Florida law occur in the presence of a Certified Law Enforcement Employee representing his/her respective Law Enforcement Agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with Florida law.

- b. Each party agrees to furnish equipment, resources and facilities, and to render services to the other party to this Agreement as provided for herein; provided, however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.
- c. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- d. The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, and also include all benefits normally due such employees. Notwithstanding the foregoing, if the requesting Law Enforcement Agency receives compensation from the Federal Emergency Management Agency, the requesting Law Enforcement Agency may compensate the assisting Law Enforcement Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of the Certified Law Enforcement Employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such Certified Law Enforcement Employees are rendering such aid pursuant to this Agreement.
- d. All of the privileges and immunities from liability, exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to

the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

- f. Nothing herein shall prevent the Agency requesting assistance under this Agreement to request supplemental appropriations from its City Council to reimburse the assisting Agency for any actual costs or expenses incurred in providing such assistance.

6. **Indemnification:** The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting Law Enforcement Agency and its municipality in any suit, actions, or claim for damages resulting from any and all acts or conduct of employees of said providing Agency while providing aid pursuant to this Agreement, subject to Chapter 768, *Florida Statutes*, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party.

7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

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

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing by both parties, through and including, April 30, 2028. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party.

AGREED TO AND ACKNOWLEDGED this ____ day of January, 2023.

Orlando Lopez, Mayor
City of Sweetwater, Florida
Date: _____

Alexander Diaz, Town Manager
Town of Golden Beach, Florida
Date: _____

Placido Diaz
Chief of Police
City of Sweetwater, Florida
Date: _____

Ruby Herbello
Chief of Police
Town of Golden Beach, Florida
Date: _____

Attest:

Attest:

Carmen Garcia
City Clerk
City of Sweetwater, Florida
Date: _____

Lissette Perez
Town Clerk
Town of Golden Beach, Florida
Date: _____

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

Ralph Ventura
City Attorney
Date: _____

Stephen Helfman
Town Attorney
Date: _____

EXHIBIT “A”

**JOINT DECLARATION OF THE CHIEF OF POLICE OF THE CITY OF
SWEETWATER POLICE DEPARTMENT AND THE CHIEF OF POLICE OF THE
TOWN OF GOLDEN BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL
AID AGREEMENT**

A Police Officer of either of the participating Law Enforcement Agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- Participating in law enforcement activities that are pre-planned and approved by each respective Agency Head, or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

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

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

- 11) Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 12) Security and escort duties for dignitaries.
- 13) Emergency situations in which one agency cannot perform its functional objective.
- 14) Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
- 15) Joint training in areas of mutual need.
- 16) Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- 17) Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the respective jurisdictional municipal boundaries.

The following procedures will apply in mutual aid operations:

- 1) Mutual aid requested or rendered will be approved by the Chief of Police designee. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking On-duty Supervisor on the scene.
- 2) Communications instructions will be included in each request for mutual aid and the **Miami Dade Police Department Communications Bureau** will maintain radio contact with the involved Agencies until the mutual aid situation has ended.
- 3) Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

[SIGNATURES ON FOLLOWING PAGE]

Placido Diaz
Chief of Police
City of Sweetwater, Florida
Date: _____

Attest:

Carmen Garcia
City Clerk
City of Sweetwater, Florida
Date: _____

Approved as to form and
Legal sufficiency:

Ralph Ventura
City Attorney
Date: _____

Alexander Diaz
Town Manager
Town of Golden Beach, Florida
Date: _____

Attest:

Lissette Perez
Town Clerk
Town of Golden Beach, Florida
Date: _____

Approved as to form and
legal sufficiency:

Stephen Helfman
Town Attorney
Date: _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2857.23 – Employment Agreement with Cem Topacioglu**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2857.23 as presented.

Background:

For the last five years, we have engaged Mr. Topacioglu to provide services through the Town's Wellness Program to both staff and residents. The wellness program encourages employees to adopt a health focused lifestyle. The Town's insurance premiums reflect the adoption of the wellness program. As we prepare for the construction of a wellness center for our community, this position will also transition and will serve as facility staff.

We are asking that you formalize our relationship and approve a new contract with Mr. Topacioglu for the next three fiscal years.

Fiscal Impact:

The contract calls for an hourly rate of \$60.00 per hour, health insurance coverage provided in the same manner as afforded to non-contracted employees, deferred compensation, paid time off and Holidays as stipulated.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2857.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE CEM TOPACLIOGLU TO PROVIDE HEALTH AND WELLNESS SPECIALIST SERVICES IN THE RECREATION DEPARTMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Cem Topaclioglu (the "Contractor") to provide health and wellness specialist services in the recreation department on a contract basis, and;

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

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

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

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

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

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

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

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

Mayor Glenn Singer	_____
Vice Mayor 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 28th day of February, 2023.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF
GOLDEN BEACH AND CEM TOPACLIOGLU FOR
HEALTH AND WELLNESS SPECIALIST SERVICES IN THE RECREATION
DEPARTMENT**

THIS AGREEMENT is made and entered into this 28th day of February, 2023 ("Effective Date") by and between the TOWN OF GOLDEN BEACH, a municipal entity ("TOWN") and CEM TOPACLIOGLU ("CONTRACT EMPLOYEE").

WITNESSETH:

WHEREAS, TOWN has the need to utilize the services of a Contract Employee as an independent contractor to provide health and wellness specialist services in the Recreation Department; and

WHEREAS, Contract Employee asserts that she is competent, trained and qualified currently to perform the duties of a Health and Wellness Specialist; and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Contract Employee is hereby retained on a bi-weekly basis, to provide Health and Wellness Specialist Services in the Town of Golden Beach Recreation Department.

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

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

ordinances applicable to the services required under this Agreement. CONTRACT EMPLOYEES shall indemnify and hold harmless TOWN from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including reasonable attorneys' fees and costs, presented, brought, or recovered against TOWN for, or on account of any liability under any of the above-mentioned laws, arising from or related to CONTRACT EMPLOYEES' performance under this Agreement.

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

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

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

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

2. **TERM**. The term of this Agreement shall begin on October 1, 2022 and terminate at midnight on September 30, 2025.

3. **COMPENSATION AND EXPENSES**. For the term of this Agreement, CONTRACT EMPLOYEE shall be compensated for his services at \$60.00 an hour and subject to COLA increase as provided to all employees. CONTRACT EMPLOYEE shall work a maximum of 22 hours per work on-site. CONTRACT EMPLOYEE shall not be entitled to any compensation, leave accruals, retirement or other benefits beyond the aforementioned hourly rate of pay, health insurance, deferred compensation, PTO and Holidays as stipulated.

The Town shall allow CONTRACT EMPLOYEE to join the deferred compensation (457 Plan) and the 401A Plan; as set forth by IRS rules. The Town will contribute a total of 10% of annual compensation, distributed into one or both plans as designated by the CONTRACT EMPLOYEE. The CONTRACT EMPLOYEE may elect to contribute as set forth by IRS rules.

The Town shall provide the CONTRACT EMPLOYEE with the same health insurance as its regular employees. The premium paid by the Town shall be 100% of the full single coverage premium for the employee, including any increases in said premium during the term of this Agreement. The Town will offer dependent health insurance coverage as it does for its regular full-time employees. The Town will pay 50% of the premium for dependent coverage for those employees who elect said coverage. The health insurance company shall be selected by the Town in its sole discretion, and the Town may change insurance companies at its discretion. In the event the Town changes insurance companies, the Town will attempt to provide sixty (60) days' notice prior to any change in health insurance companies. In the event the Town decides to change insurance companies, the Town will request the new company to cover all employee pre-existing conditions.

The Town will also provide a Total of 40 Hours PTO and select Holidays as approved by the Town Manager.

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

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

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

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

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR STATUS.** CONTRACT EMPLOYEE is a Contract Employee and not a regular employee of the Town of Golden Beach. The Contractor Employee has no rights, benefits, or privileges on any other labor organization. The CONTRACT EMPLOYEE shall be a "HEALTH AND WELLNESS SPECIALIST" for the Town of Golden Beach Recreation Department for the Town of Golden Beach. The Recreation Department, however; shall determine the CONTRACT EMPLOYEE's methods and types of production. The CONTRACT EMPLOYEE's compensation is based upon performing and completing work and upon time spent in completing any particular assignment. As a convenience to the CONTRACT EMPLOYEE, the TOWN shall be responsible for the payment of income taxes, social security-

payments, Medicare obligations, as well as all other financial obligations incumbent upon the CONTRACT EMPLOYEE because of compensation under this AGREEMENT.

15. **CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACT EMPLOYEE must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the CONTRACT EMPLOYEE or any relative of CONTRACT EMPLOYEE, or any person, firm or entity doing business with or soliciting business from the TOWN. A “conflict of interest” means any business relationship or other situation where a reasonable person might perceive that the CONTRACT EMPLOYEE or any of their relative could lead to disregard the interest of TOWN

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

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

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

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

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

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF
BEACH AND CEM TOPACLIOGLU FOR
HEALTH AND WELLNESS SPECIALIST SERVICES IN THE RECREATION
DEPARTMENT**

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

Date: _____, 2022

By: _____

Name
Cem Topaclioglu

Date: _____, 2022

TOWN OF GOLDEN BEACH

By: _____

Name
Town Manager

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, Town Manager *Alex B*

Subject: Resolution No. 2858.23 – Employment Agreement with Ingrid Gooden

Item Number: <u>4</u>

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2858.23 as presented.

Background:

For the last two years we have engaged Mrs. Ingrid Gooden (through a contract) to assist the Town's Finance Department with day-to-day functions such as accounts payable, accounts receivable and end of fiscal year closing, which includes implementing a paperless filing option.

We are asking that you approve a new contract with Mrs. Gooden for a three year period, beginning October 1, 2022 through September 30, 2025.

Fiscal Impact:

The contract calls for an hourly rate of \$39.72 per hour, health insurance coverage provided in the same manner as afforded to non-contracted employees, deferred compensation, paid time off, and Holidays as stipulated.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2858.23

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

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

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

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

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

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

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

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

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

upon adoption.

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

Mayor Glenn Singer	_____
Vice Mayor 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 28th day of February, 2023.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

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

THIS AGREEMENT is made and entered into this 28th day of February, 2023 ("Effective Date") by and between the TOWN OF GOLDEN BEACH, a municipal entity ("TOWN") and INGRD GOODEN ("CONTRACT EMPLOYEE").

WITNESSETH:

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

2. **TERM**. The term of this Agreement shall begin on October 1, 2022 and terminate at midnight on September 30, 2025.

3. **COMPENSATION AND EXPENSES**. For the term of this Agreement, CONTRACT EMPLOYEE shall be compensated for her services at \$39.72 an hour and subject to COLA increase as provided to all employees. CONTRACT EMPLOYEE shall work a maximum of 30 hours per work on-site (unless prior authorization to work off-site is provided by the Town Manager/Mayor). CONTRACT EMPLOYEE shall not be entitled to any compensation, leave accruals, retirement or other benefits beyond the aforementioned hourly rate of pay, health insurance, deferred compensation, PTO and Holidays as stipulated.

The Town shall allow CONTRACT EMPLOYEE to join the deferred compensation (457 Plan) and the 401A Plan; as set forth by IRS rules. The Town will contribute a total of 10% of

annual compensation, distributed into one or both plans as designated by the CONTRACT EMPLOYEE. The CONTRACT EMPLOYEE may elect to contribute as set forth by IRS rules.

The Town shall provide the CONTRACT EMPLOYEE with the same health insurance as its regular employees. The premium paid by the Town shall be 100% of the full single coverage premium for the employee, including any increases in said premium during the term of this Agreement. The Town will offer dependent health insurance coverage as it does for its regular full-time employees. The Town will pay 50% of the premium for dependent coverage for those employees who elect said coverage. The health insurance company shall be selected by the Town in its sole discretion, and the Town may change insurance companies at its discretion. In the event the Town changes insurance companies, the Town will attempt to provide sixty (60) days' notice prior to any change in health insurance companies. In the event the Town decides to change insurance companies, the Town will request the new company to cover all employee pre-existing conditions.

The Town will also provide a Total of 40 Hours PTO and select Holidays as approved by the Town Manager.

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

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

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

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

8. **ATTORNEY'S FEES.** In any litigation relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees. The cost, salary, and expenses of the Town

Attorney and members of his/her office in enforcing this contract on behalf of the TOWN shall be considered "attorney's fees" for the purposes of this paragraph.

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

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

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

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

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

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

incumbent upon the CONTRACT EMPLOYEE because of compensation under this AGREEMENT.

15. **CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACT EMPLOYEE must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the CONTRACT EMPLOYEE or any relative of CONTRACT EMPLOYEE, or any person, firm or entity doing business with or soliciting business from the TOWN. A “conflict of interest” means any business relationship or other situation where a reasonable person might perceive that the CONTRACT EMPLOYEE or any of their relative could lead to disregard the interest of TOWN

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

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

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

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

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

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

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

Date: _____, 2023

By: _____
Name
Ingrid Gooden

Date: _____, 2023

TOWN OF GOLDEN BEACH

By: _____
Name
Town Manager

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2859.23 – Employment Agreement with Silvia Drobiarz

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2859.23 as presented.

Background:

For the last two years, we have engaged Silvia Drobiarz to assist the Town's Code Compliance with day-to-day functions.

We are asking that you formalize our relationship and approve a new contract with Mrs. Dobriarz beginning October 1, 2022 through September 30, 2025.

Fiscal Impact:

The contract calls for an hourly rate of \$33.76 per hour, health insurance coverage provided in the same manner as afforded to non-contracted employees, deferred compensation, paid time off, and Holidays as stipulated.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2859.23

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

WHEREAS, the Town Council wishes to engage Silvia Drobiarz (the "Contractor") to provide administrative assistance in the code compliance department on a contract basis, and;

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

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

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

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

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

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

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

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

Mayor Glenn Singer	_____
Vice Mayor 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 28th day of February, 2023.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF
GOLDEN BEACH AND SILVIA DROBIARZ FOR
ADMINISTRATIVE ASSISTANCE SERVICES IN THE CODE COMPLIANCE
DEPARTMENT**

THIS AGREEMENT is made and entered into this 28 day of February, 2023 ("Effective Date") by and between the TOWN OF GOLDEN BEACH, a municipal entity ("TOWN") and SILVIA DROBIARZ ("CONTRACT EMPLOYEE").

WITNESSETH:

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

2. **TERM**. The term of this Agreement shall begin on October 1, 2022 and terminate at midnight on September 30, 2025.

3. **COMPENSATION AND EXPENSES**. For the term of this Agreement, CONTRACT EMPLOYEE shall be compensated for her services at \$33.76 an hour and subject to COLA increase as provided to all employees. CONTRACT EMPLOYEE shall work a maximum of 16 hours per week. CONTRACT EMPLOYEE shall not be entitled to any compensation, leave accruals, retirement or other benefits beyond the aforementioned hourly rate of pay, health insurance, deferred compensation, PTO and Holidays as stipulated.

The Town shall allow CONTRACT EMPLOYEE to join the deferred compensation (457 Plan) and the 401A Plan; as set forth by IRS rules. The Town will contribute a total of 10% of

annual compensation, distributed into one or both plans as designated by the CONTRACT EMPLOYEE. The CONTRACT EMPLOYEE may elect to contribute as set forth by IRS rules.

The Town shall provide the CONTRACT EMPLOYEE with the same health insurance as its regular employees. The premium paid by the Town shall be 100% of the full single coverage premium for the employee, including any increases in said premium during the term of this Agreement. The Town will offer dependent health insurance coverage as it does for its regular full-time employees. The Town will pay 50% of the premium for dependent coverage for those employees who elect said coverage. The health insurance company shall be selected by the Town in its sole discretion, and the Town may change insurance companies at its discretion. In the event the Town changes insurance companies, the Town will attempt to provide sixty (60) days' notice prior to any change in health insurance companies. In the event the Town decides to change insurance companies, the Town will request the new company to cover all employee pre-existing conditions.

The Town will also provide a Total of 40 Hours PTO and select Holidays as approved by the Town Manager.

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

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

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

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

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

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

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

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

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

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

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

15. **CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACT EMPLOYEE must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the

CONTRACT EMPLOYEE or any relative of CONTRACT EMPLOYEE, or any person, firm or entity doing business with or soliciting business from the TOWN. A “conflict of interest” means any business relationship or other situation where a reasonable person might perceive that the CONTRACT EMPLOYEE or any of their relative could lead to disregard the interest of TOWN

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

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

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

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

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

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF
BEACH AND SILVIA DROBIARZ FOR
ADMINISTRATIVE ASSISTANCE SERVICES IN THE CODE COMPLIANCE
DEPARTMENT**

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

Date: _____, 2022

By: _____

Name
Silvia Drobiarz

Date: _____, 2022

TOWN OF GOLDEN BEACH

By: _____

Name
Town Manager

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: **Resolution No. 2860.23 – Acceptance of 2023 General Election Results**

Item Number: <hr/> 6 <hr/>

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2860.23.

Background:

The qualifying period for the Town's 2023 General Election was held from January 2, 2023 through January 9, 2023. Mayor Glenn Singer ran unopposed. For the Office of Councilmember two seats were up for election and three candidates qualified to seek office, they were Kenneth Bernstein, Bernard Einstein, and Terri Sonn.

For the Office of Councilmember a ballot was prepared and the Town held a General Election on Tuesday, February 21st, 2023, conducted by the Miami-Dade Department of Elections.

The Ballot and Results were as follows:

For Council

Kenneth Bernstein	10	198 votes (41.08%)
Bernard Einstein	11	163 votes (33.82%)
Terri Sonn	12	121 votes (25.10%)

Pursuant to the Town Charter, the Town Council shall accept the certification of the results of the election and designate a Vice Mayor.

The Vice-Mayor shall be the candidate having received the highest number of votes, thus Councilmember Kenneth Bernstein will serve as Vice-Mayor upon adoption of this

resolution through the February 2024 Town Council meeting at which time Bernard Einstein will serve as Vice-Mayor through the February 2025 Town Council Meeting.

Alexander Diaz, Town Manager; Lissette Perez, Town Clerk and Katrina Hodge, SOE Designee served as the Canvassing Board (with Rudy Herbello, Police Chief as an Alternate Member) and validated the results of the elections pursuant to State Law and Town Charter.

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2860.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE TOWN CLERK'S CERTIFICATION OF THE RESULTS OF THE FEBRUARY 21, 2023 TOWN ELECTION FOR MAYOR AND TWO TOWN COUNCILMEMBERS, DESIGNATING THE VICE MAYOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law and properly noticed, qualifying for the municipal election was held from January 2, 2023 to January 9, 2023 in the Town of Golden Beach; and

WHEREAS, the Town Council desires to accept the unopposed re-election of Glenn Singer for his tenth term as Mayor; and

WHEREAS, for the Office of Councilmember two seats were up for re-election and three candidates qualified to seek office: Kenneth Bernstein, Bernard Einstein, and Terri Sonn; and

WHEREAS, the ballot results were as follows:

#10 Kenneth Bernstein	198 votes (41.08%)
#11 Bernard Einstein	163 votes (33.82%)
#12 Terri Sonn	121 votes (25.10%)

WHEREAS, the Town Council desires to accept the re-election of Glenn Singer for a tenth term as Mayor; and

WHEREAS, the Town Council desires to accept the re-election of Kenneth Bernstein, for a fifth term, and the re-election of Bernard Einstein, for a seventh term, as Councilmembers; and

WHEREAS, the Town Council desires to designate a Vice Mayor pursuant to the Town Charter.

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

Section 1. That the Certification of the qualifying results of the February 21st, 2023 town election is accepted as follows:

- | | | |
|----|------------------------------|---------------------------------------|
| A. | Mayor
2 year term | Glenn Singer |
| B. | Town Council:
4 year term | Kenneth Bernstein
Bernard Einstein |

- Section 2.**
- A. That based upon the results, Glenn Singer is declared Mayor for a two-year term commencing immediately.
 - B. That based upon the results, Kenneth Bernstein is declared Town Councilmember for a four year term, commencing immediately.
 - C. That based upon the results, Bernard Einstein is declared Town Councilmember for a four year term, commencing immediately.

Section 3. That Councilmember Kenneth Bernstein is hereby designated Vice Mayor for a one-year term commencing immediately, to be followed by Councilmember Bernard Einstein, Vice Mayor for the succeeding one-year term as decided by the Town Council.

Section 4. Severability. That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision

shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

Section 5. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Town Administration.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 28th day of February, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

STEPHEN HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2861.23- Authorizing Craig A. Smith & Associates to Perform the Retrofit of the Tweddle Park Stormwater Pump Station**

Item Number:

7

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2861.23 as presented.

Background:

The existing drainage wells at the Tweddle Park storm water pump station have had a significant loss (approx. 90%) in discharge capacity, which were intended for water quality treatment and flood control. This has caused the majority of the discharge to be diverted to the existing storm water gravity outfall. In the best effort to reduce flooding within the surrounding area, the town will retrofit the existing pipe and structure configuration to the existing gravity outfall in order to replace the well capacities.

In addition, the existing drainage wells are located adjacent to the town's new Civic Center building, which is currently under construction. Upon completion, the building will house our Government offices, Building Department, Police Department, along with the Emergency Landfall Team Bunker. In order to protect this critical facility from flooding, the town must replace the existing wells.

The town's engineers have recommended the retrofit of the existing pump station. This entails modifying the pump station's operation by taking it from a pumping into a drainage well chamber with a gravity overflow to the outfall point condition to the removal of the drainage wells and conversion of the gravity outfall pipe run to a pumped forcemain superceded by a bypass weir structure and hydrodynamic vortex separators for storm water quality treatment prior to off-site discharge. This will require that the existing wells be abandoned in place or removed pending final design.

To reduce project costs, the existing pump station will be retrofitted and will remain at its current location. The Tweddle Park Pump Station is the oldest of the storm water pump stations in the town and was constructed on or around 1999. The station is currently equipped with (2) 5,500 GPM, located within the pump house. One of the existing vertical pumps is impaired. After reviewing several options it has been determined that, since the pumps and motors have exceeded their serviceable lifespan, the pumps and motors are to be replaced with new pumps and motors that match the design criteria as part of the retrofit. The restoration of all existing surface infrastructure (i.e., landscaping, curbing, sidewalks, etc.) affected during construction will be restored to its original condition.

Recommendation:

The Town has received a \$500,000 grant for this project and the total project is estimated to cost approximately \$800,000.00. We are recommending that Craig A. Smith and Associates' proposal for engineering services for the Retrofit of the Tweddle Park Stormwater Pump Station be accepted and awarded.

Fiscal Impact:

Engineering cost for various services in the amount of \$128,060.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2861.23

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

WHEREAS, as part of a comprehensive Town-wide stormwater improvement plan, the Town wishes to retrofit the Tweddle Park Stormwater Pump Station; and

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

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

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

Section 2. Approval of Agreement. The Town Council hereby authorizes the work within the February 15, 2023 Scope of Services and Fee Proposal by Craig Smith & Associates, Inc. in substantially the form attached hereto as Exhibit "A" (the "Proposal").

Section 3. Implementation. The Town Manager is hereby authorized to issue a directive to the Town Engineer for the work contained in the Proposal and to take all steps reasonably necessary to implement the work and this Resolution.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 28th day of February, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT "A"

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

TOWN OF GOLDEN BEACH

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

**RETROFIT OF TWEDDLE PARK
STORMWATER PUMP STATION**

DATED: February 15, 2023

CRAIG A. SMITH & ASSOCIATES
Consulting Engineers • Planners • Surveyors
21045 Commercial Trail
Boca Raton, FL 33486
(O) 561.314.4445
(F) 561.314.4457

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

**RETROFIT OF TWEDDLE PARK
STORMWATER PUMP STATION**

PROJECT NAME: TOWN OF GOLDEN BEACH

PROPOSAL NO: P4386

PROJECT DESCRIPTION: Providing professional engineering, design, permitting, surveying, utility location, and construction services for the retrofit design of the existing stormwater pumping station.

OWNER: Town of Golden Beach

Attention: Alexander Diaz, Town Manager

Address: 1 Golden Beach Drive
Golden Beach, FL 33160

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

GENERAL

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

ITEM
NO.

S86 MAP OF TOPOGRAPHIC SURVEY

Field surveying to produce a Map of Topographic Survey for use in the design of improvements at the Town of Golden Beach Phase 1 Stormwater Pump Station. Spot elevations will be gathered in the area around the existing pump station as requested. Catch basins will be located and rim, invert and pipe size shown on the survey. Additional information requested on the inside of the pump station will be measured with the aid of CAS Engineering and/or Town employees familiar with the structure. Elevations will be gathered as relative to National Geodetic Vertical Datum of 1929 (NGVD '29). The Map of Topographic Survey adhering to Florida Statutes Chapter 472.027, Florida Administrative Code 5J-17 (Standards of Practice for Surveying in the State of Florida) will be represented on sheets at an appropriate scale and certified copies will be provided. A PDF and Cad file of the survey will be provided, also.

This proposal does not include adherence to any standards other than those indicated above.

\$3,900.00

**E74 &
E75**

PROVIDE LOCATES – GPR/EM SERVICES

Provide utility location and verification services within the areas immediately adjacent to the Phase 1 Stormwater Pump Station as requested. Using APWA standards for marking, a subsurface ground penetrating radar (GPR) unit shall be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of existing utility lines. Lines will be painted on the ground or pin flags set to show said lines on the surface.

\$1,200.00

E53 PUMP STATION DESIGN AND ENGINEERING ANALYSIS

Compile gathered information and provide a design retrofit of the existing stormwater pump station design utilizing the existing pump station building. The design also entails the replacement of the existing pumps, the conversion of the gravity outfall trunkline to a forcemain outfall, the abandonment of the existing underperforming drainage wells and replacing their functions with hydro dynamic vortex separators and associated weir box (as necessary) and incorporating the drainage design in concert with the a site design by others at or near the original town hall site connecting the existing drainage system to the new drainage components. Hydraulic analyses of the system and comparisons of the existing and proposed system. Coordinate with subconsultants (geotechnical) on the

recommendation of pile installations. Coordinate with pump manufacture with the proposed replacement of the existing pumps. Coordinate with town consultant regarding the site modifications near the station. Prepare and provide plans sufficient to bid and construct the proposed pump station improvements. Meetings with Town staff or requested presentation to Town Council will be billed hourly at the attached rates.

\$39,500.00

E14 COST ESTIMATE

Provide quantity take-off, an engineer's opinion of probable cost estimate for the proposed work at the pump station, and prepare a bid schedule. Coordinate with subconsultants on discipline specific quantities and costs as necessary.

\$3,500.00

E61 PERMITTING

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

\$7,700.00

E15 CONTRACT DOCUMENTS AND ASSISTANCE DURING BIDDING

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

\$9,530.00

E56 ENGINEERING SERVICES DURING CONSTRUCTION

CAS Engineer will conduct the pre-construction meeting and subsequent progress meetings, perform shop drawing reviews, respond to contractor's request for additional information, coordinate with CAS inspection staff and Town staff, perform site visits as appropriate, review as-builts, review pay applications and coordinate with the Town, conduct a final inspection with the appropriate agencies to determine if the work is acceptable, and provide construction certification to the appropriate agency. The fee for these services will be on a monthly basis billed at **\$5,070.00** per month and is based on ~6 hours/week, for an estimated construction period of four (4) months.

\$20,280.00

E57 CONSTRUCTION OBSERVATION SERVICES

CAS will to continue act as the Owner's representative monitoring construction on a full time basis to ensure the project is being constructed substantially in accordance to the plans. As the Owner's representative, CAS will oversee required testing, review test results, provide weekly construction reports, and coordinate between engineers and contractor to resolve construction issues. The fee for these services will be on a monthly basis billed at **\$9,575.00** per month and is based on ~16 hours/week for an estimated construction period of four (4) months.

\$38,300.00**E11 OPERATIONAL PHASE SERVICES**

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

\$2,240.00**SUB1 GEOTECHNICAL ENGINEERING DESIGN AND CONSTRUCTION SERVICES**

Geotechnical engineering services in support of the project design will be provided by Wingerter Laboratories, Inc (WLI) as a subconsultant to CAS. WLI proposal is attached.

Geotechnical engineering: \$1,910.00**Post design services: Not included****Total Geotechnical Engineering Services: \$1,910.00**

SUMMARY OF COSTS

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

SURVEYING	\$3,900.00
UNDERGROUND UTILITY LOCATION SERVICES	\$1,200.00
DESIGN RETROFIT OF PUMP STATION, ENGINEERING ANALYSIS, DESIGN COORDINATION	\$39,500.00
COST ESTIMATE	\$3,500.00
PERMITTING (Miami-Dade County)	\$7,700.00
CONTRACT DOCUMENTS & BIDDING SERVICES	\$9,530.00
ENGINEERING SERVICES DURING CONSTRUCTION	\$20,280.00
CONSTRUCTION OBSERVATION SERVICES	\$38,300.00
OPERATIONAL PHASE	\$2,240.00
SUBCONSULTANT - GEOTECHNICAL ENGINEERING	\$1,910.00
TOTAL	\$128,060.00

Additional Services

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

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

Yours Sincerely,

CRAIG A. SMITH & ASSOCIATES



Orlando A. Rubio, PE
Vice President Stormwater Engineering

ACCEPTED BY:

TOWN OF GOLDEN BEACH
Corporation Name

Signature

Date

Name of Authorized Representative

Title of Authorized Representative

Enclosure: Proposal - Wingerter Laboratories, Inc

Cc: CAS – Stephen C. Smith, PE



WINGERTER LABORATORIES, INC.

Engineering Testing & Inspection Services
1820 N. E. 144th Street, North Miami, FL 33181
Telephone No.: (305) 944-3401 Fax No. (305) 949-8698

PRICE QUOTATION

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

Date: January 31, 2023
Phone: (561) 314-4454, Ext. 228
Email: acaruso@craigasmith.com

Project: John Tweddle Park Stormwater Pump Station Improvements
107-13 Golden Beach Dr, Golden Beach, Florida 33160

PROPOSED SERVICES:

- 1 - Boring Layout & Conduct Underground Utility Clearances = \$150.00
- 2 - Mobilization/Demobilization of Personnel and Equipment = \$250.00
- 3 - Perform One (1) Standard Penetration Test with Truck Mounted Drill Rig to a depth of 30'
Estimate 30' Feet boring x \$22.00/Foot = \$660.00
- 4- Engineering Evaluation Report with Recommendations = \$850.00

ESTIMATED TOTAL = \$1,910.00

TERMS: 50% DEPOSIT REQUIRED / BALANCE DUE UPON COMPLETION

NOTES:

Conducting the above reference tests involves driving a heavy truck mounted drill rig into the property, and drilling holes into the ground. Wingert Laboratories, Inc. will contact local utility companies through the Sunshine Notification Network, which will locate and mark any of their underground facilities present in the vicinity of the proposed test locations prior to us performing the work. However, we will not assume responsibility for damage to privately owned underground utilities (such as sprinklers, street lighting, etc.), septic tanks or other underground structures which may result from drilling activities or mobilization of the truck mounted equipment, if not identified to us prior to mobilization to the site, nor we will be responsible to damage to lawn or soft ground which may result from driving the truck mounted equipment into the property.

Prices based on testing services being performed during our regular workday of Monday – Friday, between the hours of 7:00 AM and 5:00PM, additional fees will apply to work scheduled outside of our regular business hours.

Prepared By:

Jill W. Chin-You

Jill Wingert Chin-You
President

I hereby authorize WINGERTER LABORATORIES, INC. to proceed with above referenced scope of work and agree to pay for these services as per the terms described above.

Accepted By: _____

Date: _____

Name: _____

Title: _____

Golden BEACH



TWEDDLE PARK STORMWATER STATION RETROFIT

Conceptual analysis and costs

Original: June 6, 2022

Revised: January 3, 2023

ABSTRACT

Proposed is a retrofit of the existing stormwater pumping station consisting the abandonment of the existing drainage wells, the replacement of the existing pumps, and the conversion of the gravity outfall to a pressurized forcemain system.

Orlando A. Rubio, State of Florida
Professional Engineer, License No. 48265.

This item has been digitally signed and sealed by Orlando A. Rubio, P.E. on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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SECTION 1 – SUMMARY OF WORK

On behalf of the Town of Golden Beach, Craig A. Smith & Associates (CAS) has prepared a report for the retrofit of the Town's Tweddle Park stormwater pump station. The Tweddle Park stormwater system and pump station was designed and constructed as part of the Phase 1 Stormwater Improvement plans prepared by Williams, Hatfield and Stoner, Inc. in April of 1997.

SECTION 2 – INTRODUCTION

2.1 LOCATION

The Town of Golden Beach is a small, low-lying community located within the northeast corner of Miami-Dade County on a barrier island that separates the Intracoastal Waterway from the Atlantic Ocean. The Village was established in 1924, is approximately 1-mile in length and contains 0.41 square miles.

The Town is located at coordinates 25° 57' 54" N and 80 ° 07' 21" W within Sections 22 and 23, Township 49S and Range 42E and is bounded by Massina Avenue to the north, Terracina Avenue to the south, the Intracoastal Waterway to the west and the Atlantic Ocean to the east. State Road A1A is located on the eastern section of the Town.

Refer to Exhibit A.

2.2 BACKGROUND

As a low-lying community that is adjacent to the Intracoastal Waterway, the Town has experienced historical flooding events. Repetitive flooding has been greatly reduced with the construction of a stormwater infrastructure during the Town's Capital Improvement redevelopment project completed in 2010.

The Phase 1 basin extends from the most southerly point of the Town (Terracina Avenue) north to Verona Avenue. The Phase 1 stormwater improvements consisted of a gravity collection system that directs runoff to a baffle weir structure that traps buoyant debris and oils upstream of the baffle wall and also contained a bar screen downstream of the baffle wall to capture large debris.

This structure discharges stormwater into the pump station's wet well chamber. Pumps come on at the targeted elevations and discharge stormwater into a chamber that is connected to two Class V Drainage wells and the capacity of the wells were intended to capture the entire pumped discharge. The chamber has an overflow weir that limits the amount of head acting on the wells to maintain the functional integrity of the wells. Overflow via this weir is discharged into another chamber that is connected to a gravity outfall pipe that discharges into the bay. This station is the oldest of the pump stations in the town and was constructed on or after 1999. The station is currently equipped with two 5,500 GPM Cascade axial flow pumps located within a pump house. In order to achieve regulatory stormwater quality treatment, the pumps discharge into the two 24-inch Class V drainage wells.

Based on the original design flows, very little runoff was intended to be discharged into the bay. The two wells are approximately 65-feet in depth and their capacities have greatly diminished to 68 and 84 GPM/ft-head¹ capacity from their original 1,070 & 860 GPM/ft-head. As such, the outfall pipe to the bay is utilized more often than intended with limited water quality treatment.

Lastly, the original storm pipes in this area were replaced with DIP due to the failure of the pipe material used.

SECTION 3 – PUMP STATION RETROFIT APPROACH

A previous report was prepared by CAS with cost estimates to relocate the existing pump station but proved to be too costly for the town at this time. CAS was redirected to provide a conceptual approach that would keep the station at its existing location without the use of the poorly performing drainage wells. The opinion of cost for this approach is \$698,747.

The following tasks were performed:

First and foremost, pump data from the manufacturer via its vendor, Hydro Pumps, was requested and obtained. This was a critical piece of information needed to evaluate the hydraulic

¹ Wells were tested after undergoing maintenance (2017-12-18)

performance of the pumps with the intent on having a new hydraulic configuration resulting in a new system curve.

The original design of the pumps was intended to discharge 5,500 gpm at 16 ft of Total Dynamic Head (TDH). This included a static head of 14.4 ft as observed from the WHS engineer's plans. As such, hydraulic losses through each pump amounted to 1.6 ft of head due to a very short run of force main with no valves and each pump operating independently with different on/off schedules.

The retrofitted system reduces the static head by 4.5 ft. This is advantageous because it offsets the hydraulic losses encountered in the new pump-to-forcemain configuration. Both pumps are to be retrofitted with valves and fittings and manifolded into one 16" diameter forcemain inside the pump station chamber which ultimately increases to a 30" forcemain outside the pump station. The outfall route consists of existing 30" DIP and all existing gravity manholes along the outfall route are removed and replaced with 30" DIP and 30" diameter fittings. At 16.3 ft of TDH, the pumps total peak flow is reduced to from 11,000 GPM (24.6 cfs) to 10,066 GPM (22.5 cfs) which is expected when pumps operate under a common forcemain. Due to the similarity between the new TDH-vs-old TDH, the existing power requirements should nominally be the same and upgrading motor sizes should not be necessary.

Currently, one of the existing 40HP stormwater pumps within the Tweddle Park pump station is impaired. The vertical pumps were installed in the late 1990's during the initial construction of the station. CAS has reviewed several options for the repair or replacement of the pump. Since the existing stormwater pumps and motors have exceeded their serviceable lifespan, CAS recommends that the existing pumps be replaced with new pumps, that match the existing pumps design criteria, and new 40HP TEFC- 460V, 3 phase electric motors.

The abandonment of the wells will require a new form of water quality treatment to keep the system in compliance with the original stormwater permit. Based on the WHS calculations, 1 inch of storm runoff was required for treatment which is typical for a residential land use. By using the previously determined soil storage values², a runoff hydrograph for each sub-basin area was

² Soil storage may need to be revisited during design

generated to produce the 1" runoff volume and resultant peak flows as shown in the following table. The total peak flow for the 1" volume is 27.83 cfs. Based on these results, two 8' diameter stormwater treatment devices known as Downstream Defenders (DD) can be used to achieve this treatment goal. An 8' unit has a peak treatment rate of 15 cfs and therefore 2 units would suffice.

The existing baffle-wall structure that also contains the bar screen is located upstream of the existing station and can remain. The two inflow pipes will need to be directed to a new control structure having a bypass weir to divert flows to the DD. This control structure is to be installed upstream of the existing baffle wall structure.

Table 1 – Water Quality Treatment Rate

Basin Name	Sim Name	Max Flow [cfs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]	Equivalent Curve Number (Soil Storage)
PH1B-01B	WTR-QLTY-1HR	0.54	2.64	1.00	0.2960	80.2
PH1B-02	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-03	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-04	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-05	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-06	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-07	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-08	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-09	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-10	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-11	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-12	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-13	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-14	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-15	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-16	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-17	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-18	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-19	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-1A	WTR-QLTY-1HR	0.54	2.64	1.00	0.2960	80.2
PH1B-20	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-21	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-22	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-23	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-24	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-25	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
PH1B-26	WTR-QLTY-1HR	1.07	2.64	1.00	0.5915	80.2
	Total Peak Flow	27.83				

SECTION 4 – RECOMMENDATIONS

CAS recommends that the following items for the Town of Golden Beach's Tweddle Park pump station be addressed:

1. The two existing stormwater discharge wells for Pump Station No. 1 (Town Hall) need to be abandoned in accordance with FDEP regulatory requirements. Removal of the westerly well may be required to accommodate the new drainage components.
2. The existing vertical pumps and motors within Pump Station No. 1 have exceeded their serviceable lifespan. CAS recommends the removal and replacement of the existing stormwater pumps and motors, matching the existing pump's design criteria and existing motor's voltage and horsepower.
3. (See Exhibit "B") Modify the pumps' forcemains with a manifold system that would connect to the existing outfall pipe. CAS developed multiple configurations that can be accomplished this task. The existing weir wall can be removed or modified to be used as a support for the proposed internal forcemain system. The existing sluice gate system can be replaced with a backflow prevention device to allow for gravity discharge when favorable tailwater conditions prevail during a storm event. Each new forcemain will be equipped with valves for operational purposes and require access for maintenance. As such, the existing building will need doors (north and side of building) to access these valves.
4. Remove all existing manholes within the outfall route system and replace with forcemain (DIP) pipe and necessary fittings with the exception of the manhole structure connecting the two 20" pipes which has been recently worked on (5/2022).
5. Install control structure, 2 DD, and drainage structures to provide treatment and continue to bring storm runoff to the station. Exhibit "A" is attached to this report and depicts the proposed layout.

6. These improvements were based on maintaining the existing pumps as they are. Recommended is that the pump representative review the pumps to ascertain their remaining life expectancies.

**PROPOSED WORK UPSTREAM
OF PUMP STATION**

**REPURPOSE
EXISTING
36" PIPE**

**8' DIA
DOWNSTREAM
DEFENDER**

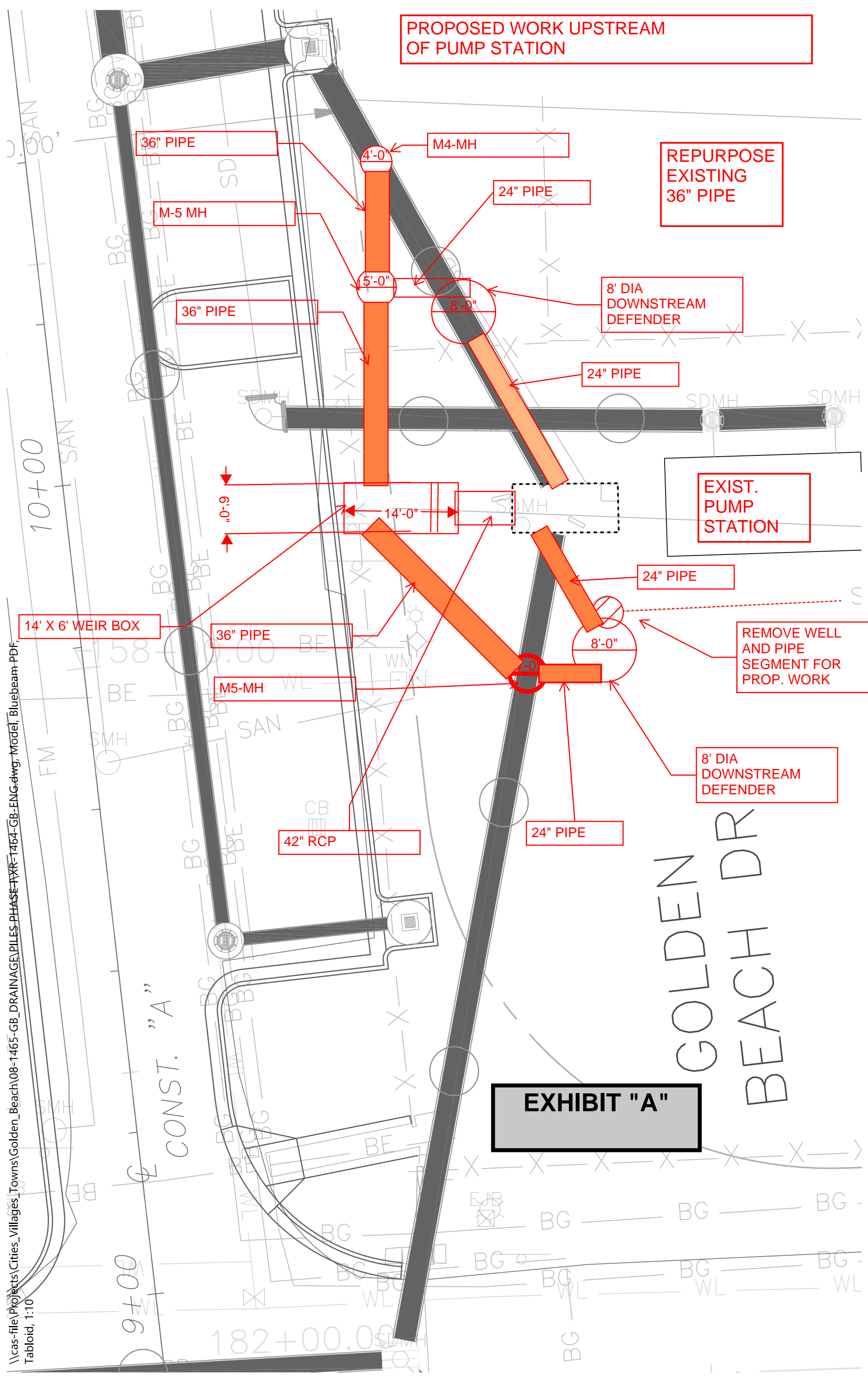
**EXIST.
PUMP
STATION**

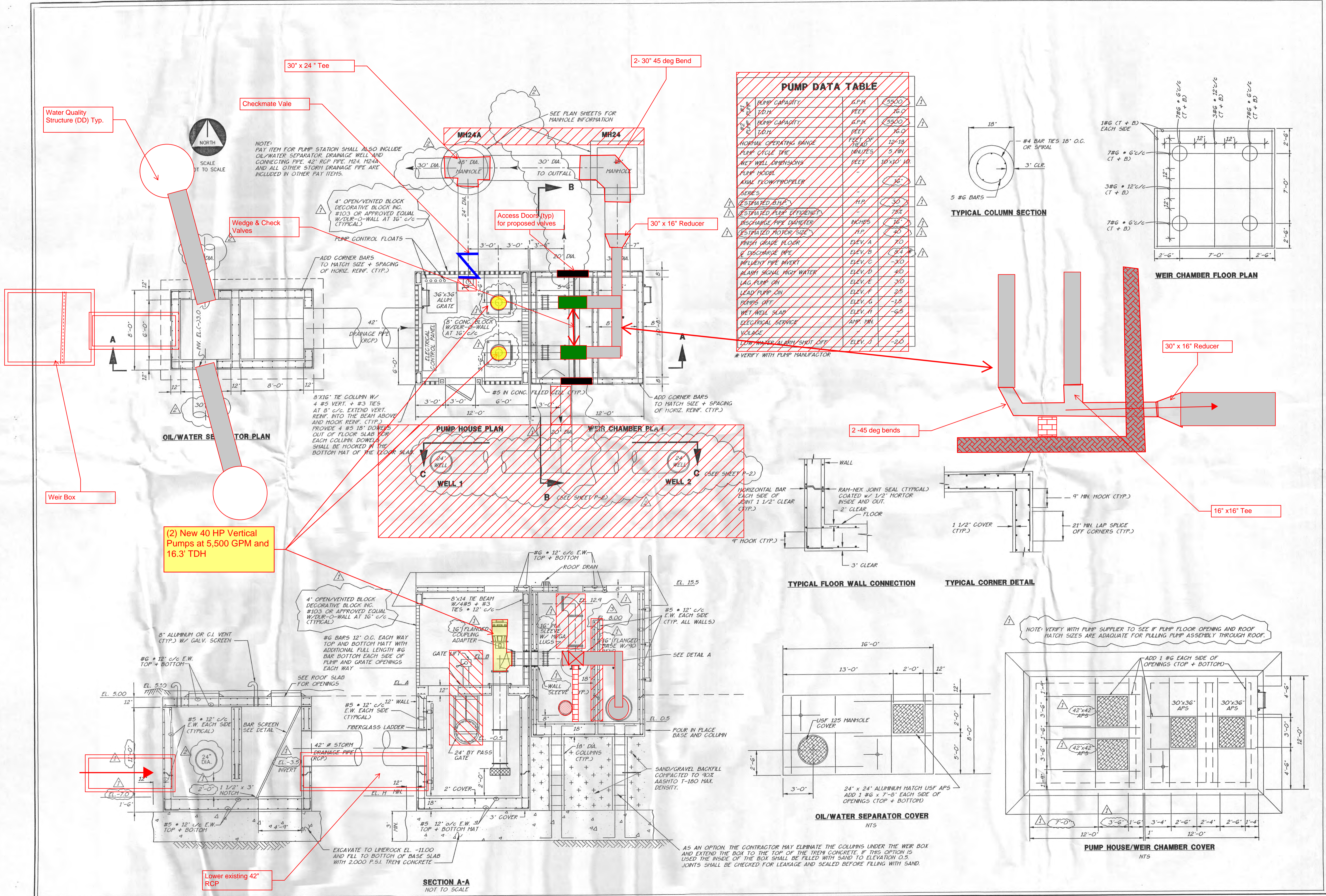
**REMOVE WELL
AND PIPE
SEGMENT FOR
PROP. WORK**

**8' DIA
DOWNSTREAM
DEFENDER**

EXHIBIT "A"

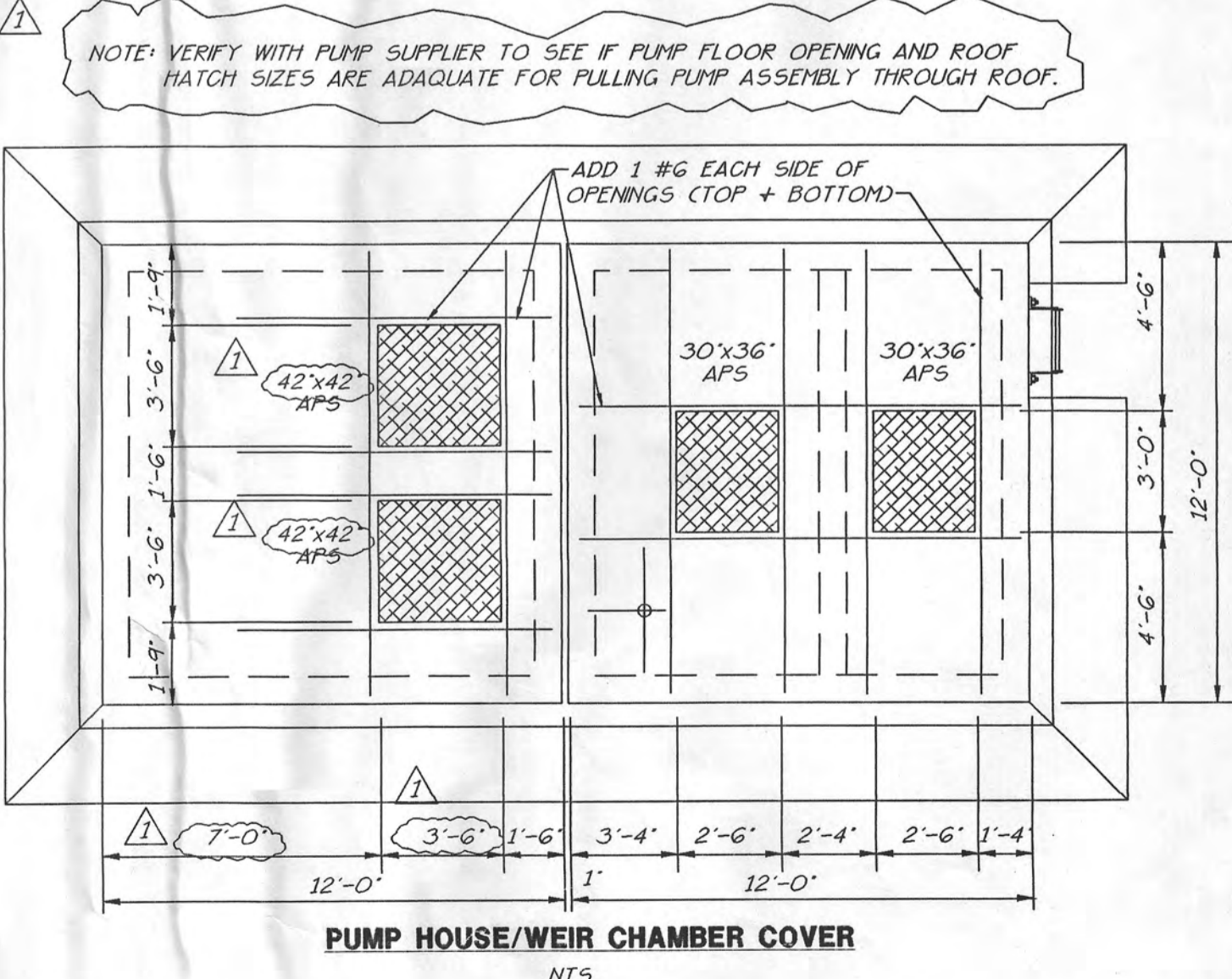
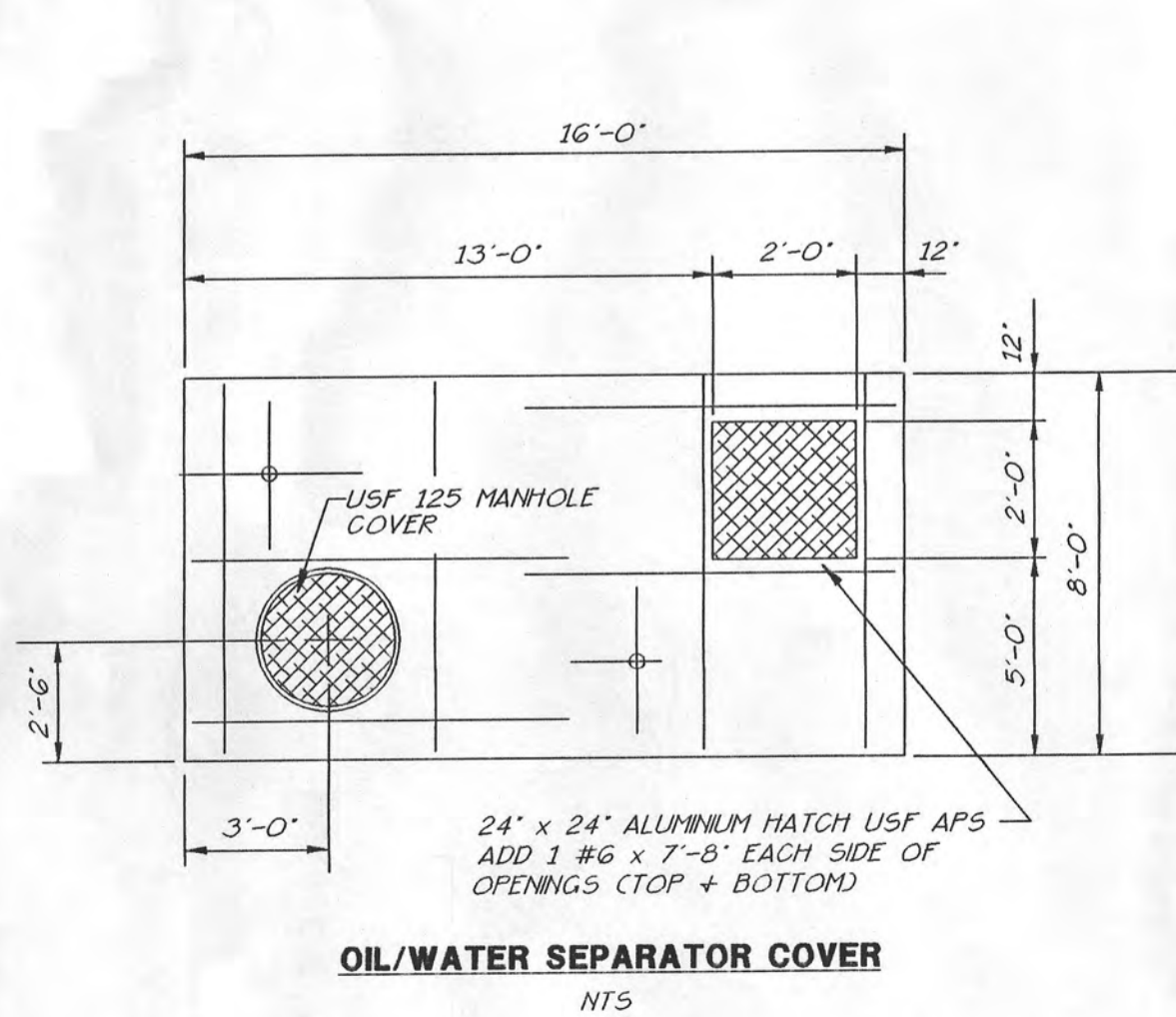
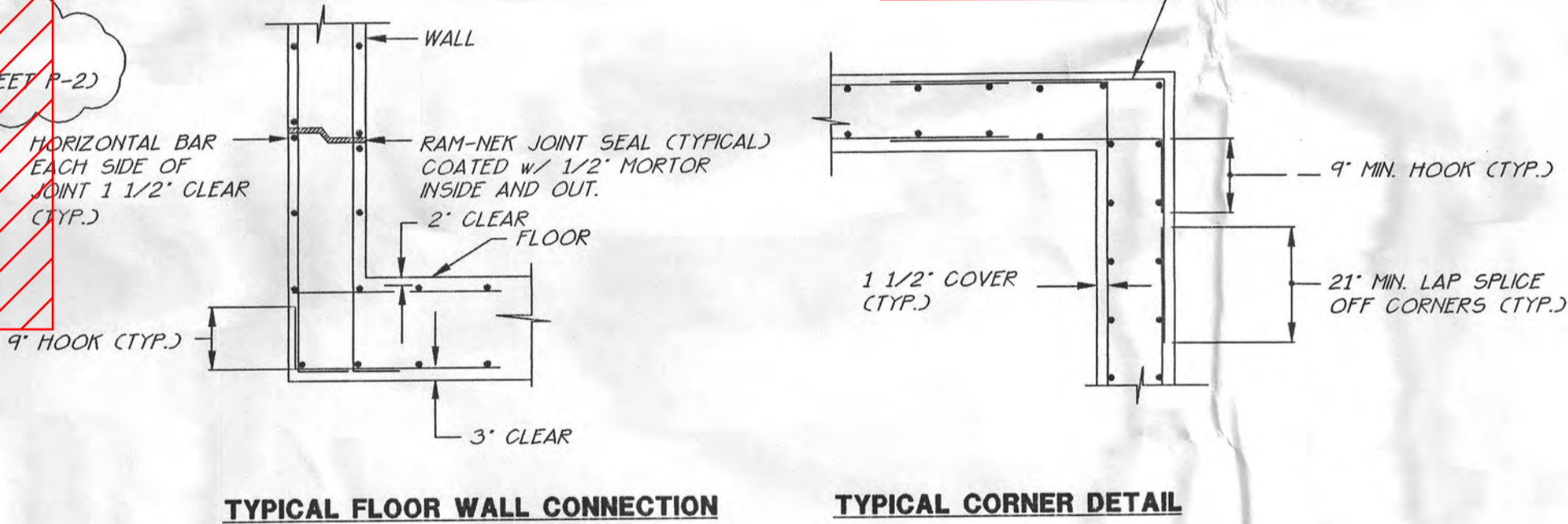
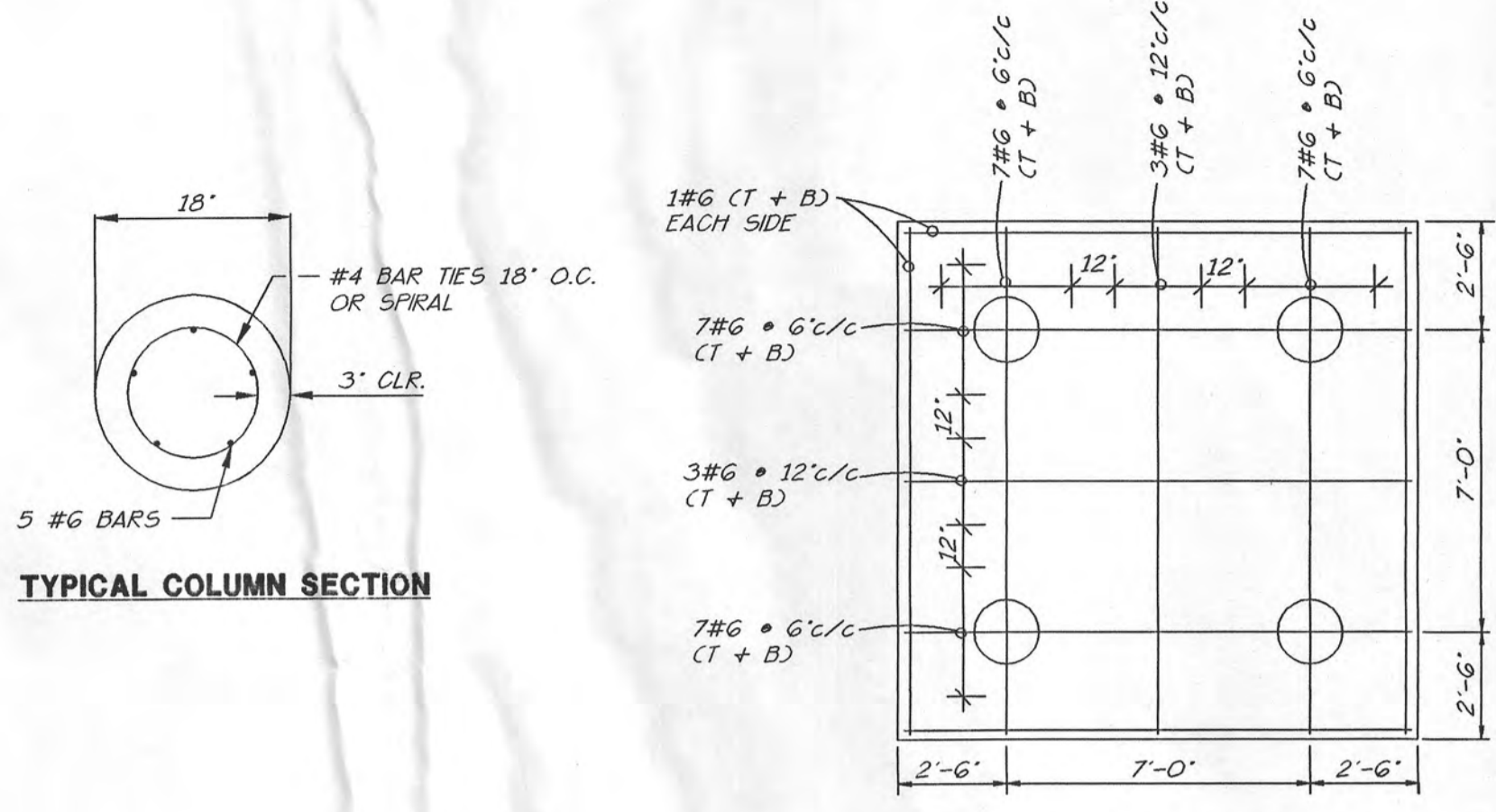
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ITEM	DESCRIPTION	UNIT	QUANTITY
1	PUMP CAPACITY	G.P.M.	5500
2	T.D.H.	FEET	16.0
3	PUMP CAPACITY	G.P.M.	5500
4	T.D.H.	FEET	16.0
5	NORMAL OPERATING RANGE	FEET OF HEAD	18-19
6	PUMP CYCLE TIME	MINUTES	5 MIN
7	NET WELL DIMENSIONS	FEET	10'x10'x10'
8	PUMP MODEL	-	-
9	AXIAL FLOW/PROPELLER SERIES	-	-
10	ESTIMATED B.H.P.	H.P.	30
11	ESTIMATED PUMP EFFICIENCY	PERCENT	75%
12	DISCHARGE PIPE DIAMETER	INCHES	16"
13	ESTIMATED MOTOR SIZE	H.P.	40
14	PUMP GRADE FLOOR	ELEV. A	7.0
15	DISCHARGE PIPE	ELEV. B	3.4
16	INFLUENT PIPE INVERT	ELEV. C	3.0
17	ALARM SIGNAL HIGH WATER	ELEV. D	4.0
18	LAG PUMP ON	ELEV. E	3.0
19	LEAD PUMP ON	ELEV. F	2.5
20	PUMPS OFF	ELEV. G	-1.5
21	WET WELL SLAB	ELEV. H	-6.5
22	ELECTRICAL SERVICE VOLTAGE	AMP. MIN.	-
23	LOW WATER ALARM SHUT OFF	ELEV. I	-2.0

* VERIFY WITH PUMP MANUFACTURER



(2) New 40 HP Vertical Pumps at 5,500 GPM and 16.3' TDH

TOWN OF GOLDEN BEACH - TWEDDLE PARK PUMP STATION RETROFIT
Opinion of Probable Cost Estimate

Item No.	DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTAL	Delivery times from date of order
1	Mobilization	5.0%	1	LS	\$14,117.50	\$14,117.50	
2	Maintenance of Traffic	3.0%	1	LS	\$8,470.50	\$8,470.50	
3	Survey Stakeout and As-Builts	2.0%	1	LS	\$5,647.00	\$5,647.00	
4	Density Testing	3.0%	1	LS	\$8,470.50	\$8,470.50	
5	Clearing and Stripping	2.0%	1	LS	\$5,647.00	\$5,647.00	
6	Environmental Compliance	2.0%	1	LS	\$5,647.00	\$5,647.00	
	Miscellaneous Work at Pump Station Bldg						
7	Demo/Remove necessary items for proposed work (weir, gate lift, support beams, etc.)	3.0%	1	LS	\$8,470.50	\$8,470.50	
8	Install two maintenance doors	3.0%	1	LS	\$8,470.50	\$8,470.50	
9	New support beams for Valves	2.0%	1	LS	\$5,647.00	\$5,647.00	
10	Class V Well Abandonment per FDEP and removal of 1 casing		1	LS	\$30,000.00	\$30,000.00	
11	Remove and Replace (2) Stormwater Pumps (5,500 GPM @ 16 TDH) and (2) 40HP TEFC 1200 RPM Motors		1	LS	\$120,000.00	\$120,000.00	
	Structures (Include Full Restoration)						
11	Remove Existing MH		2	Ea	\$1,500.00	\$3,000.00	
12	M-4 MH W/USF 580		1	Ea	\$6,800.00	\$6,800.00	
13	M-5 MH W/USF 580		2	Ea	\$7,500.00	\$15,000.00	
14	14' X 6' Weir Structure w/H-20 Hatch		1	Ea	\$14,000.00	\$14,000.00	
15	8 ft Diameter Downstream Defender		2	Ea	\$58,000.00	\$116,000.00	
	DIP Flanged Fittings						
16	16" dia. 90° Elbow		2	Ea	\$1,000.00	\$2,000.00	
17	16" x 16" Tee		1	Ea	\$2,500.00	\$2,500.00	
18	16" dia. 45° Bend		1	Ea	\$1,000.00	\$1,000.00	
19	30" x 16" Reducer		1	Ea	\$4,500.00	\$4,500.00	
20	30" dia. 45° Bend		3	Ea	\$3,000.00	\$9,000.00	
21	30" dia. 11.25° Bend		1	Ea	\$2,800.00	\$2,800.00	
22	30" x 24" Tee		1	Ea	\$3,500.00	\$3,500.00	
23	16" Dia Swing Type Lever Check Valve		2	Ea	\$4,000.00	\$8,000.00	
24	16" Dia Resilient Wedge Gate Valve		2	Ea	\$3,500.00	\$7,000.00	
25	Flanged Tideflex Checkmate Valve for 24" DIP		1	Ea	\$12,000.00	\$12,000.00	
	Pipe						
26	16" DIP		24	LF	\$275.00	\$6,600.00	
27	24" Dip		10	LF	\$325.00	\$3,250.00	
28	24" A2000 PVC		40	LF	\$325.00	\$13,000.00	

TOWN OF GOLDEN BEACH - TWEDDLE PARK PUMP STATION RETROFIT
Opinion of Probable Cost Estimate

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Delivery times from date of order
29	30" DIP	10	LF	\$400.00	\$4,000.00	
30	42" RCP	4	LF	\$425.00	\$1,700.00	
31	Remove and reinstall 36" gravity DIP Pipe	60	LF	\$175.00	\$10,500.00	
32	Augered Piles	19	Ea	\$1,800.00	\$34,200.00	
33	Install pipe to existing baffle wall/bar screen structure	1	Ea	\$2,000.00	\$2,000.00	
				Subtotal	\$502,937.50	
			10%	Contingency	\$50,293.75	
				Construction Total	\$553,231.25	
				Professional Services		
			2%	Surveying	\$7,658.75	
			1%	Locates/Soft Digs	\$3,829.38	
			2%	Geotechnical Eng	\$7,658.75	
			8%	Civil Eng Design	\$30,635.00	
			2%	Architectural/Bldg Permitting	\$7,658.75	
			6%	Analysis/Modeling	\$22,976.25	
			2%	MDC-RER Permitting	\$7,658.75	
			5%	Eng. Services During Const.	\$19,146.88	
			10%	Const. Observation Services	\$38,293.75	
			38%			
				Total Professional Services	\$145,516.26	
				Project Total	\$698,747.51	



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: February 28, 2023

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

8

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2862.23 – Accepting and Approving the FINAL
Design for the Re-imagined Tweddle Park

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2862.23 as presented.

Background:

We have been working on the design of a re-imagined Tweddle Park since February of last year. We engaged Perkins & Will to provide us with some indicative site plans. During the spring of 2022, 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)

MEMO RESO 2862.23

Page 2 of 2

RE: Tweddle Park Final Site Plan Approval

At your November 22, 2022 Special Town Council Meeting you authorized the Administration to prepare the final site plan and construction documents.

Since your November meeting we have redesigned and repurposed the space with at least six variations. After meeting with the immediate neighbors and stakeholders, we believe that a site plan and design is finally ready for final approval.

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.

The final design has the following:

- 2 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 relocated tot lot larger than size of the original site with many “wow” features
- We were able to maintain more green space; keeping the “park” feel vs. recreational feel
- We have added an artistic shade structure that gives all park goers an area unlike any in South Florida to seek relief from the harsh Florida Sun!

Fiscal Impact:

To be determined

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2862.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FINAL SITE PLAN FOR THE RE-IMAGINED TWEDDLE PARK; AUTHORIZING THE ADMINISTRATION TO PREPARE CONSTRUCTION-READY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town wishes to expand its recreational offerings at the new Civic Center Complex and has developed a new project referred to as 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 hereby accepts and approves the enclosed design as FINAL and authorizes the Administration to prepare construction-ready documents and solicit proposals for the construction of the project as designed.

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 28th day of February, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT "A" IS FORTHCOMING