



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the September 26, 2023
Final Budget Hearing & Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 870 5366 7454 Password: 642271

For Dial In Only: Call 929.205.6099 Meeting ID: 870 5366 7454

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, SEPTEMBER 26, 2023.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. ADOPTION OF FINAL COMBINED MILLAGE AND FINAL OPERATING BUDGET FOR FISCAL YEAR 2023/2024 (TIME CERTAIN ITEM)

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2023 through September 30, 2024.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2896.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2896.23

- 2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2023 through September 30, 2024.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING

OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024
PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL);
PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2897.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2897.23

E. PRESENTATIONS / TOWN PROCLAMATIONS

LEGISLATIVE UPDATE FROM SENATOR JASON PIZZO

SWEARING-IN OF NEW POLICE OFFICERS STEVEN GONZALEZ AND
AMANDA PEREZ

F. MOTION TO SET THE AGENDA

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

G. GOOD AND WELFARE

H. MAYOR'S REPORT

I. COUNCIL COMMENTS

J. TOWN MANAGER REPORT

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

**3. An Ordinance of the Town Council of the Town of Golden Beach
Amending the Town of Golden Beach Employees' Pension Plan.**

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"; SECTION 24-33 "BENEFIT
AMOUNTS AND ELIGIBILITY"; 24-36 "ADMINISTRATION";
SECTION 24-37 "FINANCES AND FUND MANAGEMENT";
CREATING SECTION 24-41 "DEFERRED RETIREMENT
OPTION PLAN"; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Ordinance No. 604.23

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 604.23

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. TOWN MAJOR PROJECTS REPORT/UPDATE

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

P. CONSENT AGENDA

- 4. Official Minutes of the August 22, 2023 Special Town Council Meeting**
- 5. Official Minutes of the September 12, 2023 First Budget Hearing**
- 6. A Resolution of the Town Council Approving the Payment of \$4,000 to the Women's Breast and Heart Initiative.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$4,000.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE 12TH ANNUAL BREAST CANACER GOLF TOURNAMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2898.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2898.23

- 7. A Resolution of the Town Council Approving a Memorandum of Understanding between the Town and the Department of Homeland Security.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN AND THE U.S. DEPARTMENT OF HOMELAND SECURITY (HSI) "EL DORADO TASK FORCE-SOUTH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2899.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2899.23

8. A Resolution of the Town Council Approving the Interlocal Agreement for Re-establishing the 1993 Local Option Gas Tax between the County and Eligible Municipalities, including Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR REESTABLISHING THE "1993 LOCAL OPTION GAS TAX" BETWEEN THE COUNTY AND ELIGIBLE MUNICIPALITIES (INCLUDING THE TOWN OF GOLDEN BEACH) FOR THE 30-YEAR PERIOD INCLUDING JANUARY 1, 2024 THROUGH DECEMBER 31, 2053 ; AUTHORIZING THE MAYOR ON BEHALF OF THE TOWN OF GOLDEN BEACH TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2900.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2900.23

Q. TOWN RESOLUTIONS

9. A Resolution of the Town Council Approving A Contract with Arrow Asphalt & Engineering, Inc. for Roadway Improvements within South Parkway and The Strand Entry.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH ARROW ASPHALT & ENGINEERING, INC. FOR ROADWAY IMPROVEMENTS WITHIN SOUTH PARKWAY & THE STRAND ENTRY; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2901.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2901.23

10. A Resolution of the Town Council Approving Amendment #1 to the Fiscal Year Operating Budget To Award Employee Bonuses.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2022-2023 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSE OF AWARDING EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2902.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2902.23

R. 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

S. ADJOURNMENT:

DECORUM:

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

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

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

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

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

1 & 2

**Subject: Resolution No. 2896.23 & Resolution 2897.23 – Adopting the
Final Combined Millage and Final Operating Budget for Fiscal
Year 2023-2024**

Recommendation:

It is recommended that the Town Council adopt the Final Combined Millage and Final Operating Budget as provided by the companion Resolutions that follow.

Background:

The Fiscal Year 2024 Budget represents my seventeenth year presenting the budget as your Town Manager, and marks the single highest increase in our assessed values since I became your Manager. In 2007, when I presented my first Budget for your consideration, the Town's assessed values were \$600-million, today they are \$1.656-Billion.

With **\$1,656,778,376** in total taxable assessed values, the Administration is recommending a combined millage rate of **8.4** mills for the ninth consecutive fiscal year.

As we prepared the Fiscal Year 2024 Operating Budget, the Law Enforcement Trust Fund (LETf) Spending Plan, the Debt Service Fund Allocations, Capital Improvement Program and Budget, and the Stormwater Fund Budget all create an action plan that provides the most efficient use of available funds to achieve the short and long-term goals the Town has embraced.

For the last two years, we have provided each of our homes with a Budget Guide to provide for greater transparency and clarity concerning the Town's Operating and Capital Budget. This year, we have done the same, following the strong positive feedback from our residents.

Continuing the trend started three years ago, we WILL NOT be reviewing the budget in its entirety, nor reviewing department(s) unless asked to provide details by the Town Council. We will be discussing highlights, major assumption, and changes. We will also discuss our positioning moving forward and get your buy-in on our recommended Capital Plan.

I strongly encourage interested parties to please read the **Budget Message on Pages 30 through 33 of the Operating and Capital Fiscal Year 2023-2024 budget book.** The link to the 2023-2024 Annual Budget is found on the main page of the Town's website. www.goldenbeach.us

Printed Budget Books have been delivered to the Town Council for their review and feedback to the Administration throughout our budget process.

Fiscal Impact:

The 2023-2024 Fiscal Year Budget is comprised of the following:

Revenues and Expenditures totals by funds:

General Fund	\$14,511,669.00
Law Enforcement Trust Fund	\$ 245,871.00
Debt Service Fund	\$ 1,256,800.00
Capital Projects Fund	\$ 7,458,465.00
Stormwater Utility Fund	\$ 1,048,744.00

Total All Funds	\$24,521,549.00
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TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2896.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 4th, 2023, the Town transmitted to the Property Appraiser its “Proposed Millage Rate” for the fiscal year commencing October 1, 2023 and further scheduled the public hearing required by Section 200.065 of the Florida Statutes to be held on September 12, 2023 at 6:00 p.m.; and

WHEREAS, the Property Appraiser has properly noticed the public hearing scheduled for September 12, 2023 at 6:00 p.m. at One Golden Beach Drive, Golden Beach, Florida, as required by Chapter 200 of the Florida Statutes; and

WHEREAS, said public hearing, as required by Section 200.065(2)(c), of Florida Statutes was held by the Town Council on September 12, 2023, commencing at 6:00 p.m., as previously noticed and the public and all interested parties having had the opportunity to address their comments to the Town Council, and the Town Council having considered the comments of the public regarding the proposed millage rate and having complied with the “TRIM” requirements of the Florida Statutes.

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

Section 1. That the proposed millage rate for the Town of Golden Beach for the fiscal year commencing October 1, 2023 through September 30, 2024, be and is hereby fixed at the rate of 7.6015 mills which is \$ 7.6015 dollars per \$1,000.00 of assessed property value within the Town of Golden Beach.

Section 2. That the rolled-back rate is 6.7523 and the proposed millage rate is 7.6015 mills which is 12.57 % over the rolled-back rate.

Section 3. That the voted debt service millage for the fiscal year will be .7985 mills.

Section 4. That the final public hearing to adopt a final millage rate and budgets for the fiscal year was held at One Golden Beach Drive, Golden Beach, Florida, on Monday, September 26, 2023 at 6:00 p.m.

Section 5. That the Town Clerk was directed to advertise said public hearing as required by law.

Section 6. That this resolution shall be effective immediately upon adoption.

Sponsored by the **Town Administration**.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 26th day of September, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2897.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Manager presented to the Town Council a “Final Operating and Capital Budget” for the 2023/2024 fiscal year commencing October 1, 2023 and ending September 30, 2024 for approval by the Town Council; and

WHEREAS, on September 12, 2023 the Town Council held a public hearing concerning the adoption of the tentative budget for the 2023/2024 fiscal year, as duly noticed; and

WHEREAS, on September 26, 2023, the Town Council held a duly noticed final public hearing on the adoption of the final budget for the 2023/2024 fiscal year at the Council Chambers of Town Hall located at One Golden Beach Drive, Golden Beach, Florida 33160.

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

Section 1. That each of the above stated recitals is hereby adopted and confirmed. Upon final adoption of the proposed millage rate, which is hereby ratified, the attached tentative budgets of the Town of Golden Beach for the fiscal year commencing October 1, 2023 are hereby approved and adopted.

Section 2. That the Final Budget as presented by the Town Manager on September 12, 2023 to the Mayor and Town Council for the 2023/2024 fiscal year

commencing October 1, 2023 and ending September 30, 2024 is hereby approved and adopted.

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

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

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 26th day of September, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

3

Subject: Ordinance No. 604.23- Amending Code, Chapter 24, Section 24- Amending Chapter 24, "Personnel," Article I, "Retirement," Division 1 "General Employees" By Amending the Town Of Golden Beach Employees' Pension Plan at Section 24-31 "Definitions"; Section 24-33 "Benefit Amounts and Eligibility"; 24-36 "Administration"; Section 24-37 "Finances and Fund Management"; Creating Section 24-41 "Deferred Retirement Option Plan"; Providing for Conflicts; Providing for Severability; Providing for Codification; and Providing an Effective Date.

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 604.23 as presented.

Background:

As recommended and approved in First Reading this ordinance provides an opportunity for committed, hardworking and long-term employees to obtain a future they can rely on in retirement that is in pace with other, similar, local cities.

To reiterate what was presented as first reading, the Town maintains a retirement benefit plan for its employees, which is known as the Town of Golden Beach Employees' Pension Plan (the "Plan"), and which is codified in Chapter 24 of the Town's Code of Ordinances. The Town Council and its employees desire to modify the Plan by changing the retirement eligibility for its general employees to allow for normal retirement by meeting one of the following criteria: (1) completing twenty-five (25) years of service, provided the member reaches the minimum age of 55, (2) completing thirty (30) years of service, irrespective of age ("30 and out"), or (3) reaching the minimum age of sixty-five. Presently, general employees are only eligible for normal retirement upon reaching age 65. Additionally, the Town Council desires to establish a deferred retirement option plan (DROP) for its general employees and police officer members, and has

done so with participation periods of three (3) years and five (5) years, respectively. The DROP allows members to “retire,” but continue to work for a limited period. Under the DROP, members will stop earning service credit toward a future benefit and their retirement benefit will be calculated at the time they elect to enter the DROP. During the DROP period, their monthly retirement benefits accumulate in an account. Upon termination, the DROP account is paid to them as a lump sum and monthly benefits thereafter are paid in the amount calculated at DROP entry. Members must terminate employment at the cessation of the DROP period.

The Plan has also been modified to establish an additional member of the Plan’s board of trustees (the “Board”). This sixth member must be a retiree of the Plan and appointed by the Town Manager. The duration of service will be consistent with the other trustees (i.e., two year term).

Finally, the Plan was reviewed for legal sufficiency and certain changes were made to comply with state and federal regulations. This includes how the Board addresses overpayments, minimum distribution requirements, maximum benefit amounts and investment authority.

This Ordinance amends the Code to effectuate these proposed changes to the Plan.

As a community we must ensure that we are offering benefits to our staff that are competitive with neighboring cities, and we must also show our team of dedicated staff that we are committed to them!

It is important to share some indicative numbers:

- Our General Employees earn a rate of 2.25 for the first 10 years of service and 2.5 for each year after.

- After 25 years they are eligible for 60% of their wages

- Our Pension DOES NOT currently provide for a COLA

Examples of earnings-

- Public Works Employee estimated earnings after 25 years

 - $\$55,000 \times 60\% = \$33,000$ per year

- Division Director estimated earnings after 25 years

 - $\$90,000 \times 60\% = \$54,000$ per year

- Department Director estimated earnings after 25 years

 - $\$120,000 \times 60\% = \$74,000$ per year

Fiscal Impact:

An actuarial impact statement has been produced by the Plan’s Actuary, Southern Actuarial Services is attached hereto.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 604.23

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"; SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY"; 24-36 "ADMINISTRATION"; SECTION 24-37 "FINANCES AND FUND MANAGEMENT"; CREATING SECTION 24-41 "DEFERRED RETIREMENT OPTION PLAN"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council desires to change retirement eligibility for its General Employees, permitting normal retirement after completing twenty-five years of service and reaching age fifty-five, reaching age 65 irrespective of years of service, or completing thirty years of service, irrespective of age; and

WHEREAS, the Town Council also desires to establish a Deferred Retirement Option Plan ("DROP") for its General Employees and Police Officer Members, with participation periods of three and five years, respectively; and

WHEREAS, the Town Council additionally desires to establish a sixth board member of the Plan, who shall be a retiree and appointed by the Town Manager; and

WHEREAS, in order to comply with recent changes in the Internal Revenue Code, including the Secure Act 2.0, legally sufficient language has been incorporated into the Code; and

WHEREAS, to accomplish the goal of making these changes, it is necessary to adopt an ordinance amending the Plan as set forth in Chapter 24, Article II of the Code of Ordinances for the Town of Golden Beach, Florida (the "Town"); and

WHEREAS, an actuarial impact study was completed for some of the changes, but an updated impact study will be completed prior to second reading of this Ordinance; and

WHEREAS, the Town Council finds that adopting this Ordinance is in the best interest of the Town.

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

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

Section 2. Code Amended. That Section 24-31 “Definitions” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-31. - Definitions.

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

Credited Service means for each Member uninterrupted service (expressed as years and completed months) from the date the Member last entered employment as an Employee, until the date the Member's employment shall be terminated by death, disability, retirement, resignation or discharge; provided however, that only the Credited Service acquired by a Town Manager after becoming a Member shall be counted when calculating the monthly retirement benefit. Further, the Credited Service of any Member shall not be deemed to be interrupted by:

A Police Officer Member may purchase Credited Service for all purposes, including vesting, for the years or fractional parts of years that the Police Officer Member was engaged as a Police Officer for another employer or for military service in the Armed Forces of the United States, voluntarily or involuntarily, prior to employment with the Town, provided that:

- (1) The Police Officer Member is not receiving or is entitled to receive a benefit from another governmental pension plan for such service.
- (2) The Police Officer Member pays into the Plan the full actuarial cost of such prior service. In the event that the Police Officer Member's employment is terminated for any reason and he is not entitled to any benefit other than the return of the amounts he has had deducted from his paycheck as his normal contribution, the amount which the Member has paid to purchase prior service shall be returned

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

to him including all interest paid; however, no interest shall accrue on amounts paid to purchase service.

- (3) The maximum credit for prior Police Officer service and/or prior military service pursuant to this section shall be five years.

Normal Retirement Date means for each Member the first day of the month coincident with or next following the:

- (1) attainment of his 65th birthday if a General Employee. ~~Provided that effective October 1, 2023 a General Employee shall also be eligible for normal retirement upon attainment of age 55 and completion of 25 years of Credited Service; or if a Police Officer age 55 with ten years of Credited Service or age 52 with 25 years of Credited Service.~~
- (2) attainment of age 55 with ten years of Credited Service if a Police Officer, or age 52 with 25 years of Credited Service. ~~Town Manager Member or~~ Police Officer Members shall be eligible for normal retirement upon attainment of age 52 and completion of 20 years of Credited Service.
- (3) ~~Effective January 17, 2023, the Town Manager Member shall be eligible for normal retirement upon~~ attainment of age 52 and completion of 20 years of Credited Service for the Town Manager Member, effective October 1, 2006. Provided that effective January 17, 2023, the Town Manager Member shall be eligible for normal retirement upon the completion of 20 years of Credited Service, or
- (4) attainment of thirty years of Credited Service if a General Employee.

A Member may retire on his Normal Retirement Date or on the first day of any month thereafter.

Section 3. Code Amended. That Section 24-33 “Benefit amounts and eligibility” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-33. Benefit amounts and eligibility.

- (f) *Limitation on Benefits.* In no event may a Member's annual benefit exceed:
- (1) the dollar amount allowable for any calendar year pursuant to Internal Revenue Code (IRC) Section 415(b), as adjusted in such calendar year for increases in the cost of living in accordance with Regulations issued by the Treasury Department under IRC Section 415(d). ~~\$160,000 (adjusted for cost of living in accordance with Internal Revenue Code (IRC) Section 415(d), but only for the year in which such adjustment is effective).~~

- (2) The term "Earnings" shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457. For limitation years beginning on and after January 1, 2001, earnings paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Code.

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual earnings of each Member taken into account under the Plan shall not exceed the maximum allowable under Section 401(a)(17), as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. Earnings mean compensation during the fiscal year, and the fiscal year is considered the determination period.

The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which earnings are determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months for all members, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12 ,as provided for in Section 1.401(a)(17)-1(b)(3)(iii)(B) of .

- (g) *Distributions in Plan Years after December 31, 1986.*

- (1) Benefit payments to a Member must commence no later than the April 1 of the calendar year immediately following the calendar year in which the Member attains the applicable age ~~age 70 ½, or with respect to Plan Years beginning on or after January 1, 1997, the later of (i) the calendar year in which the Member attains age 70 ½, or (ii) the calendar year in which the Member retires and terminates employment.~~

- (2) Applicable age.

- a. the applicable age is 70½ for a Member who reached age 70½ before December 31, 2019;
- b. the applicable age is 72 for a Member who reached age 72 before January 1, 2023;
- c. the applicable age is as defined in Code Section 401(a)(9)(C)(v) for a Member who reaches age 72 after December 31, 2022.

~~For Members whose benefits commence after April 1 of the calendar year following the calendar year in which the Member attains age 70 ½, such Member's benefit amount (including any additional benefit which is accrued after such date) shall be actuarially increased for the period between (i) April 1 of the calendar year following the calendar year in which the Member attains age 70 ½ (or the end of the Plan Year in which any additional benefit is accrued) and (ii) the Member's benefit~~

~~commencement date~~. Such actuarial increase shall be determined using the interest and mortality assumptions used for the purposes of Actuarial Equivalence, and may be offset to the extent an actuarial increase is otherwise provided due to delayed retirement.

Section 4. Code Amended. That Section 24-36 “Administration” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-36. Administration.

- (a) The general administration and responsibility for the proper operation of the Plan and for making effective the provisions of this Division are hereby vested in a Board of Trustees consisting of ~~five~~ six Persons as follows:
 - (1) Two residents of the Town appointed by the Town Council;
 - (2) One Police Officer elected by Police Officers who are Members of the Plan;
 - (3) One General Employee elected by General Employees who are Members of the Plan; ~~and~~
 - (4) One resident of the Town to be appointed by the Mayor and approved by the Town Council; ~~and~~
 - (5) One retiree of the Plan appointed by the Town Manager.
- (b) The term of office of each elected Trustee shall be two years, unless he or she sooner leaves the employment of the Town. Each appointed Employee shall serve as Trustee for a period of two years, unless sooner replaced by the Town Council at whose pleasure the member shall serve, or unless he or she sooner leaves the employment of the Town. Each appointed resident shall serve as Trustee for a period of two years, unless sooner replaced by the Town Council at whose pleasure the member shall serve. The appointed retiree shall serve as Trustee for a period of two years, unless sooner replaced by the Town Manager at whose pleasure the member shall serve.

Section 5. Code Amended. That Section 24-37 “Finances and Fund management” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-37. Finances and Fund management

- k. Any overpayments or underpayments from the Fund to a Member or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board. Overpayment shall be charged against payments next succeeding the correction. Underpayments shall be made up from the Trust Fund. Notwithstanding the foregoing, the Board shall have the discretion to not seek recovery of inadvertent overpayments

from benefit recipients, or other parties, based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the Fund in a prudent manner.

- n. The board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the board at least annually.
- o. The board may, upon recommendation by the board's investment consultant, make investments in group trusts meeting the requirements of IRS Revenue Rulings and Notices, including successor rulings or guidance, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. While any portion of the assets of the fund are invested in such a group trust, such group trust is itself adopted as a part of the system or plan. Any collective or common group trust to which assets of the fund are transferred shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee. The separate account maintained by the group trust for the plan shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

Section 6. Code Created. That Section 24-41 "Deferred Retirement Option Plan (DROP)" of Division 1 "General Employees" of Article II "Retirement" of the Town Code is hereby created to read as follows:

Sec. 24-41. Deferred retirement option plan.

A deferred retirement option plan ("DROP") is established for eligible members on October 1, 2023, as follows.

(a) Eligibility and participation.

- (1) Effective October 1, 2023, a member who reaches Normal Retirement while actively employed by the town shall be eligible to participate in the DROP, and

such member's retirement benefit shall be calculated in accordance with section 24-33(a)(1) (normal retirement benefit).

- (2) Effective October 1, 2023, a member who reaches his Early Retirement Date while actively employed by the town shall be eligible to participate in the DROP, and such member's retirement benefit shall be calculated in accordance with section 24-33(b)(1) (early retirement benefit).
- (3) A member's election to participate in the DROP shall be in writing on a form approved by the Town and provided by the board, and shall be irrevocable. As a condition of participating in the DROP, the member must agree to terminate town employment at the end of the DROP participation period (or such earlier date the member elects to terminate participation in the DROP) and to submit an irrevocable, unconditional letter of resignation stating this prior to entering the DROP. The DROP election form and letter of resignation must be submitted to the board and the town at least 45 days prior to the date the member begins participating in the DROP.
- (4) The maximum DROP participation period is 36 months for general employee members and 60 months for police officer members. A member may terminate DROP participation prior to the end of the maximum DROP period by providing notice to the town in accordance with the town's personnel rules and regulations, but in such event town employment will terminate on the same day DROP participation ends.

(b) DROP Requirements.

- (1) An eligible member who elects to participate in the DROP will be considered to have retired and terminated town employment for purposes of the pension plan upon entering the DROP, notwithstanding the member's status as an employee for purposes of other town policies during the period of DROP participation. The member's monthly retirement benefit, determined in accordance with the plan based on years of continuous service and average monthly earnings at the time the member enters the DROP, will be paid into his or her DROP account every month during the DROP period. A member who enters the DROP shall receive a retirement benefit calculated in accordance with section 24-33(a)(1) or section 24-33(b)(1), whichever is applicable, provided that the requirement set forth therein regarding termination of town employment shall be deemed satisfied upon eligibility for, and commencement of participation in, the DROP. No member or town contributions shall be required after a member enters the DROP, and the member will not accrue any additional continuous service or any additional benefits under the pension plan after entering the DROP.
- (2) A member who elects to participate in the DROP shall not be eligible for disability or actively employed death benefits, but shall be eligible for post-retirement death benefits under section 24-33(d).

- (3) Earnings on DROP accounts shall be calculated based upon the DROP account's gain or loss value, which will be the same return as the overall net return on pension fund investments. The overall net return on pension fund investments may go up or down during a member's participation in the DROP, which will result in a change in the value of the member's DROP account.
- (4) Within 60 days (or as soon thereafter as practicable) following the expiration of the DROP period, the DROP participant's earlier termination of town employment and DROP participation, or death, the member's entire DROP account balance shall be distributed to the member (or in the event of the member's death, to the member's designated beneficiary or estate) in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member in a direct rollover. Any such direct rollover will be accomplished in accordance with section 24-33(h).
- (5) If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate.
- (6) The DROP shall be administered in accordance with applicable provisions of the Internal Revenue Code and rulings thereunder. The pension board shall adopt any necessary rules for administering the DROP.
- (8) A self-directed DROP shall be prohibited.

(c) Board eligibility.

- (1) A DROP participant shall be prohibited from serving, or continuing to serve, as a pension board trustee (except as provided in section 24-36(a)).

Section 7. Repealer. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 9. Codification. That it is the intention of the Town Council, and hereby ordained, that the provisions of the Ordinance shall become and be made a part of the

Code of the Town of Golden Beach; that the sections of this Ordinance may be re-numbered and/or re-lettered to accomplish such intentions; and that the word, "Ordinance," shall be changed to "Section" or such other appropriate word.

Section 10. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The Motion to adopt the foregoing Ordinance was offered by Vice Mayor Bernstein, seconded by Councilmember Lusskin and on roll call the following vote ensued:

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

PASSED AND ADOPTED on first reading this 22nd day of August, 2023.

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

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

PASSED AND ADOPTED on second reading this 26th day of September, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Post Office Box 888343
Atlanta, Georgia 30356-0343
Telephone 770.392.0980
Facsimile 770.392.2193

September 13, 2023

Ms. Lissette Perez
Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160

Re: Town of Golden Beach Employees Pension Plan

Dear Ms. Perez:

In response to your request, I have estimated the cost of reducing the unreduced retirement age under the plan or adding a Deferred Retirement Option Plan (DROP) as follows.

- (1) If a provision is added to the plan for general employees to receive an unreduced pension benefit if they retire at age 55 or later with at least 25 years of service, then the Town's contribution is estimated to increase by 6.03% of pensionable earnings for general employees, which would equate to an estimated additional \$87,832 of required contribution from the Town for the 2023/24 fiscal year if the change had become effective as of October 1, 2022.
- (2) The plan currently offers normal retirement at age 65 without regard to service, so there is no impact for this requested cost study.
- (3) If a "30 and out retirement" provision is added to the plan for general employees, then the Town's contribution is estimated to increase by 4.50% of pensionable earnings for general employees, which would equate to an estimated additional \$65,547 of required contribution from the Town for the 2023/24 fiscal year if the change had become effective as of October 1, 2022.
- (4) If a DROP is added to the plan for general employees and the DROP participants are allowed to remain in the DROP for a period of up to either three or five years, the Town's contribution is estimated to increase by 4.36% of pensionable earnings for general employees *on a worst-case basis*. The worst-case basis assumes that *all* eligible employees choose to enter the DROP at their earliest retirement age (early retirement for most employees). The actual cost should be less than this amount if fewer than all eligible employees choose to enter the DROP or if some eligible employees choose to enter the DROP at a later age.

Please keep in mind that the impact of a DROP on plan cost and liability comes from the fact that the pattern of retirement almost always changes when a DROP is made available to employees. If the DROP is restricted to those employees who have already attained their unreduced retirement age (age 65 for general employees), then generally the DROP can be added to the plan at no cost to the Town or employees unless the DROP credits interest at a rate that is higher than the rate that is earned by the pension fund as a whole.

Finally, the DROP participation period (three or five years in this case) does not typically impact the cost unless the DROP period is excessive because the participants are considered to be retired under the plan when they enter the DROP and from that point forward their monthly pension benefit will be paid either to their DROP account or directly to them once they leave the DROP.

Note that, for purposes of these cost studies, I have changed the current retirement assumption that was used to value the plan as of October 1, 2022. I have based the cost of the proposed changes on the assumption that each eligible employee will choose to retire no later than the age at which they attain the unreduced retirement age described above. In addition, I have used the aggregate cost method to determine the impact of the proposed changes.

Finally, except as described above, the cost estimate is based on the participant data, actuarial assumptions, and methods used to complete the October 1, 2022 actuarial valuation of the plan. That report contains important information concerning the risks associated with actuarial calculations and includes a summary of the current plan provisions and assumptions used for this cost study.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

Charles T. Carr

Charles T. Carr
Consulting Actuary






TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Numbers:

4 & 5

Recommendation:

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

- August 22, 2023 Special Town Council Meeting
- September 12, 2023 First Budget Hearing.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the August 22, 2023
Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 870 4917 5170 Password: 753802

For Dial In Only: Call 929.205.6099 Meeting ID: 870 4917 5170

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, AUGUST 22ND, 2023.

A. MEETING CALLED TO ORDER

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

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman (via zoom), Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Police Chief Rudy Herbello, Lt. Leila Perez, Finance Director Maria D. Camacho (via zoom), CIP Director Lissett Rovira, Resident Services Director Michael Glidden, Office Assistant Kaitlyn Dziedzic

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

RECOGNITION OF RESCUE TEAM DURING SERGEANT BAUTISTA'S SHOOTING

RECOGNITION OF GOLDEN BEACH RESIDENT L. COMMANDER, JASON TAYLOR

E. MOTION TO SET THE AGENDA

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

Town Manager stated that Resolution No 2893.23 was revised and the revised version was on the dais.

F. GOOD AND WELFARE

None

G. MAYOR'S REPORT

Welcomed everyone back from the Summer Recess. We have been very fortunate this summer to not have a storm. When there are summers with no storms, we get hit pretty hard in September. I cannot urge the residents enough to be prepared and to start preparing if you have not begun already to start preparing and have the necessary supplies you need for your home.

We will be approving the millage rate of 8.4 mills for the Town TRIM notice to go out to the residents. The assessed value of the town went up to \$1.6 billion and is the highest assessed value that the Town has ever received and part of it is because of the amenities that the Town offers its residents. Golden Beach is a very safe and secure Town, I am proud of our police department, proud of the Chief and what they have done. We have seen tremendous growth in Town and we will see continuous growth. You will get your tax bill showing that in the next month or so. 8.4 mills has been the same since 2016. That is great success for the town to keep the millage rate the same over the past few years, especially with the rise in expenses. All costs straight across the board have gone up, the Town was no different. Our health insurance costs went up, all of our costs. So, to keep our millage rate at 8.4 mills is a feather in the cap of the Town Manager and the staff for keeping a balanced budget. Very proud of the Town Manager, Finance Director and the staff for doing a great job.

Did walk the Civic Center last week with the Town Manager and CIP Director Lissett Rovira. Does seem like it is moving at a snails pace, but they are making progress. Hoping to be in the building within the next two months. It is a beautiful representation of what Golden Beach is. It is really a state of the art building. The whole flow of the town hall it is going to be easy for residents to come in for the permit process. Excited to see the end result.

School has started again, cannot urge the residents enough to drive slowly in the morning and afternoon.

Recognized new resident Mark Baroccas for donating over 10k to the Town of Golden Beach for the Civic Center. It just shows the generosity and the quality of the residents we have in Golden Beach today.

Cannot believe it is almost the end of August, almost the end of the fiscal year.

H. COUNCIL COMMENTS

Vice Mayor Bernstein

Recognized and thanked Sergeant Bautista and the Police Department for the great work they do to keep Golden Beach safe.

Thanked the Hollywood police officers for taking the time to come and be recognized.

Very excited for the progress of Town Hall. Seems like there is a lot of talk that things are not moving and happening, but we are not just able to put it all up at once. We have repeatedly stated the many phases of these projects, but they seem to be getting lost among the residents and it brings up a lot of questions in the chat.

A while ago lost a dog unfortunately, but looking at group chats with dogs there is a chip reader that all dogs should have. Mentioned it to the Town Manager to purchase one to help identify lost dogs and return them to their owners safely.

Regarding the rec facilities, several council members, Town Manager, Lissett and I all went to look at tennis courts and pickle ball courts throughout the City to help bring about the best options to us. Out of every option that was discussed, we found that the

cushioned court were the best option rather than the options we had discussed in the past.

On the Town Group Chat, there has been some discussion about mosquito control. Mentioned a correspondence from resident Madison Berndt concerning mosquito abatement. Maybe next meeting get Madison here, get her suggestions and have a dialogue about it.

Additionally, iguanas seem to be a problem for a lot of households. Critter control came to a meeting and gave a lot of suggestions on how to reduce iguanas and maybe they could come back again.

Another resident on the chat mentioned police vehicles and thought they were too luxurious. The Town Manager is going to address the matter. They are not very luxurious compared to police vehicles in other areas. It has been several months since we have been here. Really think we should plan on spending a little bit of money on equipment at the beach and to replace things at the beach. It does not look like what our community should look like. When you go to places, they all have a nice color scheme.

Wanted to thank the Town Manager, staff, Mayor and Council for all of their hard work in trying to continue improving this Town year after year.

Councilwoman Lusskin

Welcomed everyone back after the summer. The most important thing when it comes to living in Golden Beach is safety. We have a good police department that have become a family. It is an exciting time for Golden Beach. We have always been a very progressive council.

Parking is very difficult in the cul de sacs especially in South Island. We should put up a "No Parking" sign because the residents are not able to leave their homes.

Similar to Vice Mayor Bernstein's comments noticed that all of Public Works are wearing new jackets and it is a good look.

Condolences to the Sprechman family – Mr. Howard Sprechman passed away a few weeks ago and my condolences go out to the family.

Worry about the chat, but did note that iguanas, mosquitos, frogs and just about everything that breeds in the summer the residents want to do away with. We have to be very careful with how we do it. We have visited this many times, but it is difficult because it is seasonal. Your value as a resident is not really very different from the values of the council.

Councilmember Mendal

Apologized for not being here. Will be present at the September meetings.

Councilmember Einstein

Hats off to our Police Department. Thanked them for all that they do for the Town. Condolences to the Sprechman family. He was a gentle man, a lot of class. He will be missed.

If we can find it within our budget to go with that surface on all three courts, thinks that might be the way to go. It has a softer effect on people and it is better for the body. If we could find the money to do it, we should.

Throughout the summer, what I found is that pickle ball is really taking over tennis. Everywhere he goes they have all gone to pickle ball courts. If we have the room and the money, just throwing it out there. Pickle ball is growing.

Seen this town go through a lot of changes and the last few years seen tremendous amount of growth. Just something amazing. Something that I'm personally extremely proud of, and the council should be proud of. The administration under the Town

Manager has shared a vision and I am glad that we followed it and gone in this direction.

Look forward to this year and all the great things that are going to happen.

I. TOWN MANAGER REPORT

Thanked all of the guests who are joining Officer Bautista for dinner this evening.

Thanked Lt. Perez. She put together the plaques and put that all together.

The whole Golden Beach team was there that night.

Thank you to Commander Taylor. Your gesture really moves me and our officers and we really appreciate it.

Last back to school event is happening tomorrow. If your family has not received one of our backpacks, please stop by the guardhouse for your special treat. Thanked Chief Herbello, Captain Diaz and Lt. Perez for their work on this.

It has been very hot this summer in Town, and heat breeds mosquitos, iguanas, frogs, etc. Individual homeowners are responsible to take care of any pests in their home.

Offer individual home treatments through Clarke Mosquito Control at a very deeply discounted rate.

Try to keep an open mind with the input provided by our residents and we do not push agendas here. When individual residents propose ordinances or changes that would not serve our community, I do not present it to the council for their consideration. I do not believe that using manure to treat mosquito problems in town is the answer.

We have listened to our residents. We do use a pesticide that is widely used and is safer than the pesticides with chemicals. If you do not want to be affected by the sprays that we do in town, do not go outside when we spray at 11 p.m. on a Tuesday night. I will do everything possible to keep our residents safe and the environment is secondary to me.

If you do need individual mosquito control or iguana help, please call our resident services department and they will guide you in the right direction. It is your obligation not ours.

Do believe that it is important for us as a community to let individuals like criminals know that we are assertive and will not back down. I refuse as your manager to drive around in soccer mom vehicles. To any resident that feels that we are being wasteful, I can tell you that every year we had a surplus on our budget.

We take your safety as our #1 priority.

I believe in free speech, but I am getting a little bit annoyed when people are putting out false information in a chat that I am not a part of. And I know because I get phone calls on a Sunday night while I am trying to be with my family. Be careful with what you put in a group chat. And when in doubt, call me. When it comes to town business before you put something out there, have the decency and respect to come to me and ask me and I will be happy to ease your concerns.

Very disappointed with the State Attorney's Office and how they have handled the kids that tried to steal the vehicles in Town. We are seeing more and more crimes and opportunities happening. I am not saying this to scare you, but let us be smart with how we live in Golden Beach. Close your garage doors, take your cars inside. You need to be more aggressive.

For the first time ever the budget book will be available to the residents electronically and be interactive.

The budget meetings this year will be on September 12th and September 26th.

And thanked Mr. Baroccas for his generous donation to the Town.

J. TOWN ATTORNEY REPORT

None

K. ORDINANCES – SECOND READING

NONE

L. ORDINANCES - FIRST READING

1. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town of Golden Beach Employees' Pension Plan.

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"; SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY"; 24-36 "ADMINISTRATION"; SECTION 24-37 "FINANCES AND FUND MANAGEMENT"; CREATING SECTION 24-41 "DEFERRED RETIREMENT OPTION PLAN"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 604.23

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 604.23

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

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

The motion passed.

Town Manager spoke on the item. Our pension gives you two options – you are either a civilian or a police officer. What we are seeing is a more and more devoted team of employees, but our pension is rather punitive.

For example someone like Public Works Director Kirk McKoy, who's worked at the Town for 25 years cannot retire for another ten years. In the new pension ordinance, we are asking for the general employees that they be allowed to retire at 65 years old, but also recognize two (2) levels of services: one being after 25 years of service at age 55, or 30 years of service to collect their pension. Our obligation is that we will honor that pension and make sure that it is whole and solid. It will only have an impact of about \$50,000 to the Town.

Our police officers are not part of this discussion because they already have a very generous pension with the town. We are proposing giving both groups of employees a DROP option.

The cost of the DROP is nothing to us because all we are doing is putting their own money into a savings account.

Every year we put into our fund balance a little bit of reserves so that if there is unfortunately another market crash similar to 2008, we have money set aside so our pension is always there.

Mayor Singer stated that the Manager and him have discussed this and think this is a very fair option.

Councilmember Lusskin stated that she thinks it is fair and it is well deserved for our employees.

Vice Mayor Bernstein stated that he could not agree more. Cannot believe we have not done this years ago.

Councilmember Mendal agrees with everyone that it is more than fair.

Councilmember Einstein also agrees.

M. QUASI JUDICIAL RESOLUTIONS

2. A Resolution of the Town Council Approving Variance Requests for the Property Located at 330 South Parkway to Permit a Seawall Encroachment.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 330 SOUTH PARKWAY, GOLDEN BEACH, FLORIDA 33160 TO PERMIT A SEAWALL TO ENCROACH OUTSIDE THE PROPERTY LINE INTO THE WATERWAY BY APPROXIMATELY 2.52' WHEN TOWN CODE SECTION 46-81 DOES NOT PERMIT THE SEAWALL TO ENCROACH OUTSIDE THE PROPERTY LINE.

Exhibit: Agenda Report No. 2
Resolution No. 2882.23

Sponsor: Town Administration

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

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

The motion passed.

Recommendation: Motion to Approve Resolution No. 2882.23

Town Manager stated that this is just a typical housekeeping item. Asked the town attorney to please draft something so we do not have these keep coming back.

3. A Resolution of the Town Council Approving A Variance Request for the Property Located at 309 Center Island Drive to Permit a Seawall Encroachment.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 309 CENTER ISLAND DRIVE, GOLDEN BEACH, FLORIDA 33160. TO PERMIT A SEAWALL TO ENCROACH OUTSIDE THE PROPERTY LINE INTO THE WATERWAY BY APPROXIMATELY 1'7" WHEN TOWN CODE SECTION 46-81 DOES NOT PERMIT THE SEAWALL TO ENCROACH OUTSIDE THE PROPERTY LINE.

Exhibit: Agenda Report No. 3
Resolution No. 2883.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2883.23

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

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

The motion passed.

4. A Resolution of the Town Council Approving A Variance Request for the Property Located at 200 Ocean Boulevard to Permit Construction of a Cabana in the Rear Yard.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 200 OCEAN BLVD., GOLDEN BEACH, FLORIDA 33160 TO PERMIT CONSTRUCTION OF A CABANA IN THE REAR YARD WHEN TOWN CODE SECTION 66-251 DOES NOT PERMIT A CABANA IN ZONE 2.

Exhibit: Agenda Report No. 4

Resolution No. 2884.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2884.23

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

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

The motion passed.

Town Manager stated that typically this is not an item that we would bring to you for your support. The owner is going to make the house a lot nicer and he's going to make a structure further away from the north side of the property and have a designated use for it and we are in negotiations setting limitations and rules and because of the unique nature of this property and the use, we think it will help the neighbors and it is a more elegant structure. We believe the circumstances arising with this request warrants a variance. To the neighbors that are being impacted by moving it further south it will make it a better, cleaner structure.

Rabbi Chay Amar, owner of 200 Ocean Boulevard thanked the Council for their favorable approval of the item.

N. TOWN MAJOR PROJECTS REPORT/UPDATE

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

Civic Center due date is September 28th, and we are not going to make that date. Here is what I hope we are going to do. Hope that we can meet in the building in November. It will definitely be ready before November, but we do not want to rush it. Had some concerns of the elevator delaying us getting into the building. If you would like an individual tour of the building, please see me and I will be glad to do it. We did tear down the tennis courts and do not have an expected delivery date yet. Expect it to be during the second quarter of the year. We are going to be installing a cushion court, under the authority that you gave me. We will be changing one of the courts. I respectfully will say to Councilmember Einstein that because we have the two pickle ball courts we would get a lot of push back from our tennis playing families who are adamant about having a hard court.

Vice Mayor Bernstein asked if it made sense to add the padding on the pickle ball courts since it is a lot of our older residents.

Town Manager stated that that is an easy fix.

Councilmember Einstein stated that the only thing he does not know about on the pickle ball court is how the softer surface will affect the bounce of the ball.

Town Manager stated that in the next week or two we will be closing the parking in front of the tennis courts and our staff will be parking in the gravel area in front of town hall. The park project is moving along.

Town Manager stated that over the summer, some very committed residents volunteered to serve on a Wellness Center steering committee. We have decided that we will not go out to bid for architectural services for the Wellness Center.

While in Jerusalem this summer, I came across a building that has won several awards and it is symbolic of our current Civic Center design. It would be very welcoming for our residents. It is a look that will fit right into the site and the cost of building that building will fit our budget. We cannot afford a group of architects to come in and propose new buildings that we cannot afford. We will be bringing to the council one design with a couple of variations. Once we decide on that design, we will hire an architect to put the documents together. Once those documents are put together, we know what the prices will be from the bidders from our expert residents who are a part of this committee in our community. Our goal is to build a building for \$4.5 Million which is a very aggressive budget.

We hope to bring to you the design and floor plans to the October meeting to be decided on. Once that selection is made, we will use the holiday break to get the construction documents ready. The goal is to go out to bid by February or March for a contractor. The good news is, our money is earning good interest while we wait for the project to move along.

Thanked residents Jerry Hollo, Chris Masciati, Ricardo Halfen, Stephanie Halfen, Eric Cohen, and Michael Klinger who have all been selected as a part of the construction of the building. Residents will still be invited to serve as a part of the programming. We wanted a team of experts to guide us for the Wellness Center.

O. CONSENT AGENDA

- 5. Official Minutes of the June 6, 2023 Special Town Council Meeting**
- 6. A Resolution of the Town Council Approving the Surplus of Town Vehicles/Equipment.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SALE OF ONE 2012 CHEVROLET SILVERADO 2500, TWO 2012 HARLEY ROADKING POLICE MOTORCYCLES AND ONE 2014 VERMAC SIGNAGE BOARD FROM THE TOWN'S VEHICLE/EQUIPMENT FLEET; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2885.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2885.23

7. A Resolution of the Town Council Approving an Agreement between the State Attorney's Office and the Town of Golden Beach.

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

Exhibit: Agenda Report No. 7
Resolution No. 2886.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2886.23

8. A Resolution of the Town Council Approving a Joint Project Agreement with the Florida Department of Transportation (FDOT) for Turf and Landscape Maintenance.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2887.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2887.23

9. A Resolution of the Town Council Authorizing the Purchase and Equipping of Three Town Vehicles.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF ONE ADMIN FORD F150, ONE TESLA MODEL 3, AND ONE POLARIS RANGER 1000 AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE ABOVE VEHICLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2888.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2888.23

Consensus vote 3 **Ayes,** 0 **Nays.** Items O5 –O9 pass.

Town Manager stated that the Polaris and the ATV are for the beach. It is our practice to buy our beach vehicles at least once a year, so our residents on Ocean Boulevard know that we are committed to keeping them safe by patrolling their sands. As it relates to the Ford F-150, there is a policy that we shall replace our vehicle every four (4) years and we have violated that policy because that vehicle is over ten (10) years old. Buying a Tesla Model 3 is in the best interest and the best fiduciary decision that we can make. We do not do anything just to be wasteful.

P. TOWN RESOLUTIONS

10. A Resolution of the Town Council Ratifying the Maximum Proposed Millage Rate for F/Y 2023-2024.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2023-2024 THAT WAS TRANSMITTED TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2889.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2889.23

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

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

The motion passed.

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

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

Exhibit: Agenda Report No. 11
Resolution No. 2890.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2890.23

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

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

The motion passed.

Town Manager spoke on the item. This item helps us understand what the true cost of construction is. If a contract comes in at a higher price than our minimum per square foot we will honor it. If you try to bring us a contract for less than what we know the market is yielding, we are going to call you on it. Yes, this is a big jump, but we have not adjusted our pricing on Ocean Boulevard in several years. We are recommending that we go to 1200 a square foot on Ocean Boulevard and 600 a square foot in zone 2 and 3. For additions, we want to go to 400 a square foot and for remodels, we want to go to 300 a square foot. We know that is it an aggressive number and it is a scary number, but the reality is that it is what you are seeing. That is just the world we live in today because of supply and demand and the lack of resources. We believe developers should be held to that standard and that is why we are recommending these increases.

Mayor Singer stated that he could not agree more knowing what construction costs are. Fully support this and it basically covers our costs in the building department.

Vice Mayor Bernstein asked what the other increases were.

Town Manager explained the additional increases for remodels and additions. We did not want to burden the residents with this, but if you are building a new home and you are usually developers we want your price to be honest.

Town Manager stated that the property appraiser did warn us that we need to look at our budgets to know what our trends are. Golden Beaches market has slowed down a little bit.

Town Manager stated that this Resolution does become effective immediately. Anyone who has not finished their building process and not issued a building permit, you fall into this ordinance because your permits have not been issued. I do not care how many attorneys you have calling my office and how aggressive you are with the staff, we will enforce this resolution and ensure that we get proper pricing per square footage.

12. A Resolution of the Town Council Accepting the Renewal Agreement for Short Term/Long Term Disability Insurance and Life Insurance.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE BENEFIT PROPOSAL FOR SHORT TERM/LONG TERM DISABILITY INSURANCE, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SUBMITTED BY MUTUAL OF OMAHA INSURANCE; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12
Resolution No. 2891.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2891.23

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

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

The motion passed.

Town Manager stated that for dental, vision and short term/long term we received a rate pass and they will honor the current rates.

13. A Resolution of the Town Council Awarding an Agreement for Comprehensive Health, Vision and Dental Insurance for the Employees of the Town and Eligible Dependents.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDING AN AGREEMENT FOR THE PROVISION OF A COMPREHENSIVE HEALTH INSURANCE PLAN, INCLUDING A VISION PROVISION AND A DENTAL PLAN, FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR CONDITION OF AWARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR

CONFLICT; PROVIDING FOR IMPLEMENTATION; AND
PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 13
Resolution No. 2892.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2892.23

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

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

The motion passed.

Town Manager stated that we want to keep the same carrier for all of our members. We did have our broker go out to NHP, UHN, Cigna, Human and Avmed. Two of them said they would not quote us.

One of them did come in with a cheaper renewal, but I did not want to put our members through another insurance renewal with a new carrier.

Our renewal came in at 39%. That is a big number.

In working with Christine, we got the renewal down to 18%.

Open enrollment will happen next week to give our members some time to understand what the impact will be to them and give them a few weeks to review everything. This is an opportunity to review the benefits and make a decision on how they wish to move forward.

We will offer a lower tier base plan that will cause our employees to have higher exposure. That tier will only cost us to have a 3.34% increase should all members be forced to that tier. With the savings, we will honor and be responsible for anything from out of pocket. Still keeping Florida Blue, the TransAmerica card and still keeping the HSA card. Your Copays should go on your HSA card. You are responsible for your deductibles and your maximum out of pockets. Transamerica will cover your deductibles but not your maximum out of pocket. The Town will pay for the risk of anything that goes beyond the maximum out of pocket.

If you are a member who has a prescription drug in Tier 4, we will take care of that. If you choose to buy up to the current Florida blue offering you can do that. If I know that you have a tier 4 medication and you do the buy up, I am going to pay for the difference of the plan. We are offering a lower PPO plan. You will have access to doctors at a much more competitive rate, but it goes from 80% coverage to 70% coverage. Christine from Sapoznik will be available to answer any questions about the change.

Under the authority that I have, we will send out the impact of what this will be. Thanked the Mayor for giving his time over the summer to bounce these ideas. Also thanked the Mayor and Council for trusting in me how we are going to be offering insurance this year. Know this – insurance is something that we should not play with. Members over the age of 65 I need you to do me a favor. Next time you go to the hospital or have a

procedure, please give them your Medicare card. Part of our increase were some of the things that were Medicare eligible that were not charged to Medicare. Will have open enrollment next week. As it relates to the members on the dais, you have nothing to worry about. Your numbers are on the dais.

Town Manager thanked Lissette Perez, Elena Cheung, and Maria Camacho who have all been working with me in helping structure this. Also wanted to thank Christine Nunzio from Sapoznik.

14. A Resolution of the Town Council Approving Change Order #2 to the Contract with Gerrits Construction, Inc.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING CHANGE ORDER #2 TO THE DESIGN-BUILD AGREEMENT WITH GERRITS CONSTRUCTION, INC. FOR THE TOWN CIVIC CENTER PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 14
Resolution No. 2893.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2893.23

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

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

The motion passed.

Town Manager stated that he considers this a housekeeping item. Throughout the summer, I have been authorizing small changes to the building. Although I cannot change the contract, I asserted myself and approved small changes that did not exceed \$25,000. Over the course of the summer, we had over 35 small changes that I have been approving. These are things that the town has been asking Gerrits to do. I have approved a lot of small change orders that we are bringing to you as one big change order. It is not over yet. Currently negotiating with Gerrits additional changes. We are starting to see the effects of having an open elevator vestibule on the ground floor so close to the ocean. There is a natural curve on the first floor. The lobby will still be open and airy but the elevator vestibule area will be enclosed and air-conditioned which will extend the life of the elevator. There are still three or four change orders that we need to do, but we have budgeted for this. These are things that we need to do. Bringing the new contract total to \$8,535,968.07. \$900,000 of this is for park work not building work.

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

Town Manager went over upcoming meeting dates.

Will have fully bound copy of the budget in your hands the 30th of August.

We will release the electronic version to our community no later than Tuesday, September 5th.

We are doing it so aggressively because the budget book looks very different. All of the budgets are now in their new restructured format. I want you to have a full two weeks to review the budget book prior to the meeting so that no one can accuse of not doing something.

First budget hearing September 12th at 6 p.m., final budget hearing is scheduled for September 26th at 6 p.m. both of these meetings will be working meetings with additional items on them.

R. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:11 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the September 12, 2023
First Budget Hearing called for 6:00 P.M.

Zoom Room Meeting ID: 822 9028 4079 Password: 423046

For Dial In Only: Call 929.205.6099 Meeting ID: 822 9028 4079

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, SEPTEMBER 12, 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 Kenneth Bernstein, Councilmember Judy Lusskin, Councilmember Bernard Einstein, Councilmember Jaime Mendal (*arrived during the Town Manager's budget presentation*)

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Police Chief Rudy Herbello, Lt. Leila Perez, Finance Director Maria D. Camacho, CIP Director Lissett Rovira, Resident Services Director Michael Glidden, Public Works Director Kirk McKoy, Office Assistant Kaitlyn Dziedzic

C. PLEDGE OF ALLEGIANCE

Town Manager Diaz led the Pledge of Allegiance.

D. ADOPTION OF PROPOSED COMBINED MILLAGE AND PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2023/2024 (TIME CERTAIN ITEM)

1. **A Resolution of the Town Council Adopting the Proposed Millage Rate for the Fiscal Year Commencing October 1, 2023 through September 30, 2024.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO

ADOPT THE MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2894.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2894.23

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

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

The motion passed.

2. A Resolution of the Town Council Adopting the Tentative Budgets for the Fiscal Year Commencing October 1, 2023 through September 30, 2024.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE TENTATIVE BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2895.23

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2895.23

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

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

The motion passed.

Town Attorney Helfman read into the record the proposed millage rate for Fiscal Year 2023-2024 and the voted debt service millage. The proposed millage rate for Fiscal Year starting October 1, 2023 through September 30, 2024 is 7.6015 mills.

Town Manager gave the budget presentation to the Council. Our operating millage rate this year is 7.6015 and our voted debt service is .7985 with a combined millage rate of 8.4000. Our assessed value went from \$1.4 billion to \$1.6 billion in a \$216,000,000 increase. By the assessed values increasing we are able to hold the line on our millage rate and by making some very important adjustments to our budget, we are able to ensure what is sustainable and we will be able to continue operations in the years to come. Our debt service this year is a millage rate of .7985 mills varying \$1.2 million. Although there are two (2) bonds that the debt service millage can be used for, we can only apply the debt service millage rate for GO bonds. The second bond, the principal payment of that bond does not begin until 2038 when the principal payment of the first GO bond goes away. The Town currently holds \$22 million in outstanding debt. It is comprised of \$10.6 million is for the first bond, \$7 million for the second bond, a total of \$1.2 million in the Stormwater fund, and \$3.7 million in our City National Bank Loans making a total of \$22.8 million. This year's budget is a \$24 million budget, \$14.5 million is for the General Government Operations, \$245, 871 in the Law Enforcement Trust Fund, \$1.2 million in the debt service fund, \$7.4 million in the Capital Projects Fund, and \$1,048,744 in the Stormwater Utility Fund. Our Fund Balance is very important when talking about the Town's fiscal health. The numbers are based on the end of last fiscal year's audit and financials. At the end of last fiscal year, we had a total fund balance of \$6.5 million dollars and it was broken down by the following: \$2.6 million is due to the Stormwater Fund in the General Fund. We need to grapple with the thought of how we are going to pay that \$2.6 million to the General Fund. The State of Florida has told the Town that they will no longer loan money for the Stormwater Fund, because it is not self-sufficient. \$452,635 is set aside for the Building Department as required by State Law. Any excess revenues is what we set aside for the rainy day fund. \$210,000 is set aside for unfunded pension liabilities in the future, \$135,000 is set aside for insurance premiums, \$1.9 million was in the 2022-2023 budget and has already been allocated and spent. Our unassigned number is \$1.17 million. Of the \$6.5 million, we are asking for \$484,000+ to go into this fiscal year (23/24) budget in order to balance the budget with \$384,000 going to the General Fund and the other \$100,000 going to the Capital Projects Fund. Most of the dollars that we saved this year come from things that we could not buy this year.

Town Manager stated that the future of the fiscal health of the Town is our priority. When we grow and include the Civic Center and the Wellness Center, we have to talk about how we are going to sustain those buildings. While we continue to grow and offer more services, we are realigning our positioning and staying accountable for our residents and staying more focused on them. We currently have nine (9) Department Directors. We are going to be streamlining our system into four major categories with four (4) Department Directors, which will be augmented by Division Directors. Moving forward, we are going to provide Clear and Effective Services to our Residents, we are going to be Safer and more Responsive, Faster and more Direct, and finally more Efficient and Accountable. Our first priority is our residents and the services we provide to them. The Community Engagement Department will include Resident Services, Park and Recreation, Human Resources and our Town Clerk, which will be led by Town Clerk Lissette Perez. Our Public Safety Forum will be taking a more holistic approach. Public Safety is under Police Chief Rudy Herbello. Our third silo includes everything that

is construction and maintenance. Everything under our Operations Management will be led by Assistant Town Manager Linda Epperson. It will include our Residential Construction and Zoning Division (previously the Building Department), Public Services (previously Public Works), Facilities and Street Maintenance. Finally, we are focusing on our Fiscal Health to make sure that our fiscal health is sound. This includes risk management, insurance, procurements, debt management, and cash management for our Accounts Payable. Our Fiscal Health will be overseen by our Finance Director Maria Camacho. The Town Managers office will be overseeing the Executive Management department, which includes the Town Council, Town Manager, Town Attorney, and Capital Projects. We are eager to announce that we are launching a new Building Links, which is an online forum where residents can learn about the City and communicate about things that are important to the community that are factual in nature. Residents can sign onto their Building Links account and exchange ideas, get information, reserve tennis courts, reserve the beach pavilion, reserve the new Town terrace, pickleball courts, and any facilities and parks.

Town Manager stated that this year's Executive Management Department has a department total budget of \$10.9 million. The responsibilities of this department all fall under the Town Manager with the Town Council division, Town Attorney Division, Town Manager division, General Government division, and the Capital Projects Fund. Across all departments, we had an increase in our non-health insurance premiums by \$402,000 which is a 150% increase in our rates. Our renewal rate this year is \$549,000 for our insurances. We have allocated \$200,000 for the new Civic Center Building. There is a verbal estimate of \$10 million to fund the building with 10% deductible at \$247,000. The League of Cities will not insure the building unless we have the 10% deductible with a \$247,000 increase. The builder's risk insurance does expire on 10/31 and we are hoping to have the keys for the building and be ready by 10/31 and we will meet that deadline. It does not make sense for the Town to self-insure the building. We insure each and every single item the Town is responsible for. Although FEMA does help, they are a reimbursement program that can take 4-5 years to reimburse.

Vice Mayor Bernstein stated that he would rather self-insure the building if we can. Our chances of something happening to that building now rather than an older building are lower. The ability of self-insuring is not as bad as it is seeming to be.

Mayor Singer stated that he agrees with Vice Mayor Bernstein and that the insurance money could go into a strict reserve.

Town Manager stated that these options have been explored. I would love to self-insure. I recommend that we do a risk assessment before we make a decision on that. The State of Florida's CPI for this year came in at 9.4% and we will be providing an increase for our employees at 5.5%. This 5.5% does not apply to our police officers because they have their negotiations with their FOP contract. The public works department also is excluded from this 5.5%. This budget does have dollars available to ensure that we can install all of the poles for our CCTV project as per our agreement with Hotwire. It does allocate for \$100,000 for the milling and resurfacing of North Parkway, the Y behind Singer Park and North Island. We have negotiated the milling of Golden Beach Drive with Miami-Dade County, so the \$1.4 million can go towards our pension plan being funded at 37% and it calls for 18% towards our health insurance. In the Executive Management Department, in the General Government division there are two (2) important numbers, there is \$159,000 allocated for Hotwire as well as the

insurance number and we have also included a chart in the budget book that shows all expenses across all departments. Under the Capital Projects Fund, the projects that are being approved for the five-year plan are the Civic Center Complex, Re-Imagined Tweddle Park, CCTV Implementation, Wellness Center, Portable Pumps, Vulnerability Study, Fountains and Signage on A1A, Lighting on A1A, and the Auxiliary Services Building. These projects are not all funded yet, but they are a part of the five-year project plan. The projects that have been funded are the Civic Center, Wellness Center, and the Re-Imagined Tweddle Park. By the end of the Wellness Center Project, we will have spent \$67 million in Capital Projects for our community in 16 years. \$19 million were from GO bond purposes. The rest were raised through federal grants, state grants, direct appropriations, or by leveraging your current millage and the current budget.

Town Manager continued with the Department of Community Engagement managed under Town Clerk, Lissette Perez. We needed to increase our budget for next year for some of the events being hosted by Michael Glidden and Jisel Krepp including Halloween, New Years, and the 95th Town Anniversary Carnival bringing their total division budget to \$684,203. The Parks & Recreation Division will have a Division Total of \$1,145,556. The total budget for the Town Clerk and Human Resources Division is a total of \$382,327. The total Operating Budget for the Community Engagement Department is \$2.2 million. The Public Safety Department falls under the direction of Police Chief Rudy Herbello we are adding an additional Police Officer position in the budget. There will now be a minimum of three (3) police officers on the overnight shift. We have also added a second person to the guardhouse overnights. The total Department Operating Budget is \$5,075,773 with the Law Enforcement Division Total budget at \$4.6 million, the Code Enforcement Division Budget sits at \$182,344 and the Law Enforcement Trust Fund is currently set at \$245,871. Moving forward with the Operations Management Department. The total Department Budget is set at \$4.5 million. The Residential Construction and Zoning Department (previously the Building Department) will now be staffed with three (3) staff members. We are going to be launching a new software that will make the permitting process easier and more efficient. The resident Construction and Zoning Division will have a total operating budget of \$1.1 million. The Public Services Division (previously the Public Works Department) under the direction of Kirk McKoy will be augmented by five (5) additional contracted employees to provide services. They have an operational budget of \$1.3 million. The Facilities and Street Maintenance Division has an Operating Budget of \$972,587 and the Stormwater Utility Fund has an Operating Budget of \$1,048,744. The Stormwater Utility Fund is funded by a rate of \$600 a year by our residents, it then gets \$310,000 from fees that go into our General Fund. At some point, this community will need to wrestle with the idea of what are we doing with our Stormwater fees for the purposes of regaining the debt it has developed in the General Fund, and for the purposes of building a reserve to make sure that we can maintain the system. We are not asking the Council to increase the Stormwater fee.

Mayor Singer stated that we eventually will have to increase the Stormwater fee to pay it down.

Town Manager stated that the State of Florida has taken an independent review of our Stormwater Fund and have stated that the fund cannot sustain itself and that they will no longer lend money for that area. The cost to maintain that system is not that great. The system should be able to make enough money to pay off its obligations. Currently

we owe the State \$1.2 million. The reality is we have one big project that is pump station 1 and we need to start building a reserve to replace the system.

Town Manager continued with Fiscal Health, which has a total Operating Budget of \$1.7 million with the Finance Division having a total budget of over \$480,000 and the Debt Service Fund totaling \$1.2 million. The Town currently has in debt \$22.8 million of which the debt service fund pays the \$7 million and \$10 million. Once the first GO bond retires in 2038, then the principal you getting begins on your second GO bond. We are going to continue to monitor our CNB Note and make our \$222,000 principal payments every year and rather than have a more aggressive accelerated payment, we are going to enjoy the benefits of what the market is currently yoking. This year we have a \$24 million budget and these numbers were founded on facts, not guessing games. We have done a lot of work this summer to make sure that we can trust this budget and we hope that you trust this budget and that you vote in favor of both the millage rate that we are proposing and this budget. We will be sending an e-blast on Friday with an online interactive budget that allows everyone to see the budget. Everyone will be able to see on a weekly basis where we are with our budget and see everything live where we are in terms of our expenditures as well as trends. Very proud of Finance Director Maria Camacho and Finance Assistant Gaby McKoy for their work on developing this program over the past year and a half for it to go live.

Town Manager stated that the next meeting will be the Final Budget Hearing and Business meeting taking place on Tuesday, September 26 at 6 pm.

E. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:11 p.m.

Respectfully submitted,

Lissette Perez

Lissette Perez

Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2898.23- Authorizing and Approving the
payment of \$4,000.00 to the Women's Breast and Heart
Initiative for the 12th Annual Breast Cancer Golf Tournament**

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2898.23 as presented.

Background:

This resolution approves a donation to the Women's Breast & Heart Initiative.

The Women's Breast and Heart Initiative is an outreach organization dedicated to educating women about the importance of breast and heart health while providing them with the resources to beat these diseases. The organization's mission is to save lives by connecting under-served women with the early detection necessary to fight breast cancer and heart disease.

The Twelfth Annual Breast Cancer Golf Tournament will be held on Friday, October, 6th at the Miami Lakes Golf Club in Miami Lakes. Our Sponsorship reflects the Town's commitment in the fight to find a cure.

Fiscal Impact:

If approved by Council the amount authorized will be \$4,000.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2898.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$4,000.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE 12TH ANNUAL BREAST CANCER GOLF TOURNAMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Women's Breast and Heart Initiative is a non-profit outreach organization dedicated to educating women about the importance of breast and heart health; and

WHEREAS, the mission of the Women's Breast Health Initiative is to save lives by connecting under-served women with the early detection necessary to fight breast cancer and heart disease; and

WHEREAS, the Town Council finds that a contribution in the amount of \$4,000.00 to the Women's Breast Health Initiative is in the best interest of the Town.

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

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

Section 2. Authorization. That the payment of \$4,000.00 to the Women's Breast and Heart Initiative is hereby authorized and approved.

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

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

upon approval of the Town Council.

Sponsored by the **Town Administration.**

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

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

Mayor Glenn Singer	_____
Vice Mayor 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 26th day of September, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

2023

b fore pink

12th Annual breast cancer golf tournament

Please Join Us

FRIDAY
October 6, 2023

Your participation could help save a life.

Miami Lakes Golf Club
7601 Miami Lakes Dr
Miami Lakes, FL 33014

BENEFITING

THE WOMEN'S BREAST & HEART INITIATIVE

an organization that transforms and saves lives while providing at-risk women, low income populations, and college students with prevention and early detection necessary to beat the odds of breast cancer and heart disease

CLICK ON YOUR DESIRED SPONSORSHIP LEVEL

- PRESENTING SPONSOR** is a contributor of \$10,000 receiving two corporate foursomes of golf, corporate banner display (provided by Sponsor) at event, logo recognition in tournament advertisement, opportunity to distribute corporate products and advertisement, 1st tee signage, corporate logo displayed on WBHI website with link for one year, 8 V.I.P. Reserved seating at awards ceremony (includes cocktails, dinner, auction, and entertainment) with the opportunity to address the audience.
- DIAMOND SPONSOR** is a contributor of \$5,000 receiving one corporate foursome of golf, logo recognition in tournament advertisement, opportunity to distribute corporate products and advertisement, tee signage, corporate logo displayed on WBHI website with link for one year, and 6 V.I.P. Reserved seating at awards ceremony (includes cocktails, dinner, auction, and entertainment).
- PEARL SPONSOR** is a contributor of \$3,000 receiving one corporate foursome of golf, name recognition in tournament advertisement, opportunity to distribute corporate products and advertisement, tee signage, corporate name displayed on WBHI website with link, and 4 V.I.P. Reserved seating at awards ceremony (includes cocktails, dinner, auction, and entertainment).
- BEVERAGE STATION SPONSOR** is a contributor of \$2,000 receiving one foursome of golf, signage on each beverage station servicing golfers throughout tournament, recognition in tournament advertisement, opportunity to distribute corporate products and advertisement, corporate name displayed on WBHI website for one year, 4 seats at awards ceremony (includes cocktails, dinner, auction, and entertainment).
- CORPORATE FOURSOME** is a contributor of \$1,500 receiving one corporate foursome of golf, logo recognition in tournament advertisement, tee signage, corporate name displayed on WBHI website, opportunity to include promotional items in golfer gift bag, and 4 seats at awards ceremony (includes cocktails, dinner, auction, and entertainment).
- TEE SPONSOR** is a contributor of \$600 receiving one golfer to play in tournament, 1 tee sign, and corporate name displayed on WBHI website for one year.
- IN-KIND SPONSOR** Hats \$2,500, **IN-KIND SPONSOR** Shirt \$5,000

For more information or to become an auction donor, please contact 305.825.4081 or email info@flbreasthealth.com
Terms and Conditions subject to change.

ALL DONATIONS ARE DEDUCTIBLE AS PERMITTED BY LAW. THE WOMEN'S BREAST & HEART INITIATIVE IS REGISTERED WITH THE STATE UNDER THE SOLICITATION OF CONTRIBUTIONS ACT, 1991. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE 1-800-435-7532 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE, WBHI REGISTRATION: #CH20708.



FACT SHEET

The Women's Breast & Heart Initiative



ABOUT US WHO WE ARE

The Women's Breast & Heart Initiative (WBHI), is a non-profit organization that believes good health in adults starts with active participation in disease prevention and early detection.

Since 2006, WBHI has provided three South Florida counties with interventions proven to increase health literacy, education, and healthcare access to advance disease prevention and early detection.

OUR MISSION

The Women's Breast & Heart Initiative transforms and saves lives while providing at-risk women, low-income populations, and college students with the resources necessary to beat the odds of breast cancer and heart disease.

Our mission is achieved through a multi-pronged strategy that helps adults take control of their health & live their best lives.

MEETING THE NEED. FACING THE CHALLENGE.



BREAST CANCER

- All women are at risk
- The most common cancer diagnosed in women
- In 2023, more than 300,000 cases will be detected
- More than 43,000 women will die from breast cancer this year



HEART DISEASE

- All women are at risk
- Leading cause of death in men and women
- 90% of women have one or more risk factors
- More than 400,000 women die from heart disease each year



BEATING THE ODDS

- 1 in 3 women dies from heart disease
- 2/3 of women who die suddenly of heart disease have no previous symptoms
- 1 in 8 women will be diagnosed with breast cancer
- When detected early, breast cancer has a 98% recovery rate

EARLY DETECTION & LIFESTYLE CHANGES SAVE LIVES.

The Women's Breast & Heart Initiative, Florida Affiliate
14125 NW 80th Avenue • Suite 306 • Miami Lakes FL • 33016
866.315.7711 • 305.825.4081 • info@flbreasthealth.com

WWW.FLBREASTHEALTH.COM



Saving Lives. Inspiring Hope.



STRATEGY

WBHI mobilizes people and resources in order to break down barriers that would prevent targeted populations from receiving life-saving education, breast & heart screenings, and associated care they need to live longer, happier, healthier, and more productive lives.

Innovative programs developed by WBHI serve participants where they live, work, and attend college.

- **DOOR-TO-DOOR OUTREACH (D2D):** Self-efficacy and health literacy is increased through this evidence-based education and service delivery model. Multilingual volunteers are trained and deployed into targeted neighborhoods to provide educational packages and schedule at-risk women for mammograms and heart screenings. Each month-long campaign culminates with participants receiving these screenings in their neighborhood, followed by care coordination and patient navigation for requisite care.
- **WORKPLACE WELLNESS PROGRAM (WPW):** In collaboration with local employers, WPW provides health education and early detection services including mammograms and heart screenings to low-income employees/associates on-site at their workplace.
- **VIRTUAL ADVOCATE PROGRAM (VAP):** Partnering with post-secondary academic leadership and professors, this innovative digital program educates students about disease prevention & early detection and empowers them to share this information through peer-to-peer social media engagement, setting students on a path to change the trajectory of health.
- **COLLEGE CAMPUS CLUB PROGRAM (CCC):** Student-led groups promote disease-deterrent lifestyles on their own campuses, providing health education and hosting on-campus events including hypertension and cholesterol screenings. Students become poised to lead the next generation of changemakers, gaining leadership, communication, and critical thinking skills.
- **PREVENTATIVE SCREENING PROGRAM (PSP):** Providing a continuum of disease prevention and early detection, participants screened in previous years receive breast and heart screenings through our network of collaborating hospitals and medical partners. Care coordination and patient navigation is provided for requisite care.

IMPACT

Documented outcomes confirm that WBHI is making a difference in disease prevention and early detection.

- 78% of women served by WBHI say the breast and heart health educational packages they receive are helpful and that they actively utilize the information.
- 65% of women surveyed say they speak with others about breast and heart health as a result of our intervention.
- 4,400+ students have completed and been certified in the Virtual Advocate Program since 2020.

RECOGNITION

WBHI and its founder's efforts have received national and international recognition, not limited to:

- Yoplait Champion
- L'Oreal Paris Women of Worth
- Top 10 CNN Hero
- Listed as a model with promise in a book titled The American Way to Change authored by Shirley Sagawa
- Twice listed in the Library of Congress
- Energizer Hall of Fame
- Livestrong Global Cancer Summit Delegate
- Speaker at the 2010 Mosaic Conference in Sharjah, U.A.E.
- Bank of America Local Hero
- AARP Purpose Prize Fellow
- Robert Wood Johnson Foundation Community Health Leader

DRIVING AWARENESS

Introducing the first Florida license plate designed to raise funds for breast cancer and heart disease prevention & early detection.



We Need Your Help.

We must sell 3,000 pre-sale license plate vouchers to make this license plate a reality. With your pre-sale voucher purchase, \$25 of the cost will help the Women's Breast & Heart Initiative save and transforming lives.



Partner with us in this Drive to Save Lives. Please purchase your pre-sale voucher today for just \$33 at flbreasthealth.com/licenseplate or use the QR code.

SUPPORT

The Women's Breast & Heart Initiative, Florida Affiliate
14125 NW 80th Avenue • Suite 306 • Miami Lakes FL • 33016
866.315.7711 • 305.825.4081 • info@flbreasthealth.com

WWW.FLBREASTHEALTH.COM



Your support makes
all the difference!





TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

Subject: Resolution No. 2899.23 - Approving a Memorandum of
Understanding with the U.S. Department of Homeland Security

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2899.23 as presented approving a Memorandum of Understanding with the U.S. Department of Homeland Security.

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 requested. The attached Memorandum of Understanding (MOU) with the U.S. Department of Homeland Security (HSI) (the "Agreement") provides for certain Golden Beach Police Officers to perform the duties of an HSI Officer in order to investigate financial crimes and money laundry cases.

Specifically, the MOU allows for our detached officers to collaborate with this federal agency.

Fiscal Impact:

There is no cost to the Town to participate in the Agreement.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2899.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN AND THE U.S. DEPARTMENT OF HOMELAND SECURITY “EL DORADO TASK FORCE-SOUTH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Memorandum of Understanding (the “Agreement”) with the U.S. Department of Homeland Security, Homeland Security Investigations (HSI); designating certain Golden Beach Police Officers as Homeland Security Officers and providing training to perform the duties of an HSI Officer; and

WHEREAS, this Agreement provides that designated HSI Officers who are performing such duties will have the authority to investigate financial crimes and money laundering cases in South Florida.; and

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

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

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

Section 2. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” and the Mayor

is hereby authorized to execute the Agreement on behalf of the Town, once approved 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 and the Agreement.

Section 4. Effective Date. That this Resolution shall become effective immediately upon adoption by the Town Council.

Sponsored by Town Administration.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 26th day of September, 2023.

ATTEST:

LISSETTE PEREZ
TOWN CLERK

MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT "A" TO RESOLUTION 2899.23

MEMORANDUM OF UNDERSTANDING

Between the

U.S. DEPARTMENT OF HOMELAND SECURITY,

HOMELAND SECURITY INVESTIGATIONS

And

PARTICIPATING AGENCIES OF THE EL DORADO TASK FORCE-SOUTH

I. PREAMBLE

The participating agencies¹ to this Memorandum of Understanding (MOU) understand and agree that other law enforcement agencies may be invited to join the El Dorado Task Force-South (EDTF-S) at the discretion of Homeland Security Investigations (HSI).

This MOU does not preclude interagency cooperation outside of the EDTF-S. Terms of this MOU are not binding when considering cooperation between agencies when conducting joint operations outside of the EDTF-S.

II. PURPOSE

The EDTF-S was established to maximize the combined resources and expertise of law enforcement agencies to combat financial crimes and money laundering in South Florida. This MOU serves to establish the mission of the EDTF-S, and to formalize and delineate roles and responsibilities of all parties of this MOU.

III. MISSION

The HSI Miami, EDTF-S will leverage resources from a highly trained cadre of professionals from federal, state, and local law enforcement agencies with a financial crime and anti-money laundering mandate in South Florida. By pursuing joint investigations and sharing valuable intelligence, the EDTF-S will reduce duplicity and enhance effectiveness of law enforcement efforts to investigate financial crime and money laundering. The EDTF-S will also develop prosecutorial partnerships to apply the full extent of the law and ensure successful outcomes of prosecutions. The overall goal of this multi-agency task force is to disrupt and dismantle transnational criminal organizations (TCOs) that exploit our nation's financial infrastructure.

¹ A participating agency is defined as an agency contributing at least 1 full-time Task Force Officer, and one which participates in investigations to include, at a minimum, querying agency-specific indices to deconflict and identify assets and additional targets.

ORGANIZATIONAL STRUCTURE

The EDTF-S will consist of a combination of law enforcement and support personnel from participating agencies referenced in this MOU. The participating agencies agree to assign Task Force Officers (TFOs) on a full-time basis.

Participating agencies acknowledge that the EDTF-S is a combined law enforcement effort and assigned personnel will act in a cooperative manner to meet the goals and objectives of the EDTF-S.

Both administrative and operational aspects of the EDTF-S will be under the direct control of HSI Miami, or personnel designated by HSI Miami executive leadership. Responsibility for the conduct of assigned TFOs will remain with the respective participating agency.

IV. EDTF-S PARTICIPATION

The EDTF-S will be led by HSI Miami leadership in close consultation with leadership from all participating agencies. Participating agencies may recall their personnel for specific agency requirements such as training, qualifications etc. Notification will be made to the EDTF-S supervisor when these situations occur.

Assignment of Participating Agency Personnel:

At the discretion of HSI Miami, EDTF-S leadership, assignment of TFOs will be based on staffing levels of investigative groups and when possible, the experience or subject matter expertise of assigned TFO. Under this MOU, participating agencies understand that investigative groups within the EDTF-S may be supervised by supervisory personnel of a participating agency and not all investigative groups will be supervised by an HSI Supervisory Special Agent.

Nomination of a Task Force Officer (TFO):

Prior to being assigned to the EDTF-S, the respective participating agencies must submit a nomination package. This package will include a memorandum from the head of department stating the nominated TFO is in good standing with the parent agency and is not under investigation. In addition, the nominated TFO must complete "Title 19-Customs Officer" cross-training and successfully pass an examination. Upon successful completion of this training, the TFO will be issued HSI Task Force Officer credentials.

To obtain access to HSI and other federal databases, nominated TFOs will be required to pass a background investigation.

Termination of Task Force Status:

When a TFO is either permanently recalled back to their parent agency, resigns, retires, or is otherwise removed from the task force, the parent agency will make notification through the HSI Miami chain of command. The parent agency will be responsible for

returning all property issued by HSI to include credentials, building access cards, and equipment.

V. EDTF-S LAW ENFORCEMENT OPERATIONS

Assignment of Investigations:

All EDTF-S investigations and enforcement activity will be initiated and conducted in accordance with all HSI policies and procedures. Investigative methods employed during any EDTF-S operations will be governed by policy and procedures of HSI and HSI Miami.

EDTF-S Supervisors will oversee the prioritization and assignment of investigations and activity based on the objectives of the task force.

Area of Responsibility:

The Area of Responsibility (AOR) of the EDTF-S encompasses the counties of Broward and Miami-Dade. Financial investigations under the purview of EDTF-S which originate from, transit through, or end in one of these counties, or where there is jurisdiction based on an international nexus, will be conducted by the EDTF-S.

EDTF-S Case Generated Material:

All investigative generated records, reports and evidence will be collected, prepared, and safeguarded in compliance with HSI policies and procedures. Copies of pertinent documents generated by EDTF-S investigations will be made available for inclusion in the parent agency's files barring any legal and/or policy restrictions. Records and reports will not be shared outside of EDTF-S personnel without the permission of originating agency.

Confidential Informants and Cooperating Witnesses:

All matters related to the use or payment of confidential informants and/or cooperating witness will be governed by the HSI Confidential Informant Handbook. Any confidential informant developed by a TFO while assigned to the EDTF-S will remain with the task force should the TFO be reassigned, permanently recalled, or removed from the task force. Confidential informants previously developed or documented may be utilized for EDTF-S investigations and may otherwise be utilized by documenting agency.

Investigative Exclusivity:

No unilateral action will be taken on the part of any participating agency related to EDTF-S investigations. All law enforcement operations will be deconflicted and coordinated in a cooperative manner and in accordance with HSI Miami standard operating procedures.

Media:

All media releases/conferences, to include social media postings, related to EDTF-S enforcement activity will be coordinated with task force leadership and the HSI Public Affairs Officer. Media releases/conferences will be conducted under the umbrella of the EDTF-S and in conjunction with participating members. No unilateral press releases/conferences will be made without approval of the HSI Miami Special Agent in Charge or his/her designee. In addition, no information pertaining to the EDTF-S, outside of participation, will be released to the media without approval from the HSI Miami, Special Agent in Charge or his/her designee.

Location:

Personnel assigned to EDTF-S responsible for Dade County will report and work in the HSI Miami Building at 11226 NW 20th Street, Miami, FL 33172. Personnel assigned to EDTF-S responsible for Broward County will report and work out of the HSI area within the HIDTA A.C.E.S. building at 7795 SW 78th Ave, Plantation, FL 33324. The location of each EDTF-S may be moved at the discretion of HSI Miami in coordination with task force partners.

VI. ASSET SHARING

All participating agencies will be entitled to a portion of funds seized by the EDTF-S. Equitable sharing will be conducted in adherence to the "Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies" published by the U.S. Department of Justice and the U.S. Department of Treasury, 2018. Participating agencies must be compliant with the Equitable Sharing Program guidelines and reporting requirements to receive equitable sharing.

Participating agencies agree that by joining an investigative group under the EDTF-S umbrella, any enforcement activity that leads to the seizure of illicit proceeds by any EDTF-S investigative group will be shared with all parties of this MOU as prescribed below.

Asset sharing will be equitable across the EDTF-S with a uniform percentage of seized and forfeited assets to be shared with all participating agencies. The uniformed percentage will be determined by the HSI Miami, Special Agent in Charge or his/her designee and will be based on the needs of the task force in consultation with the heads of the respective participating agencies.

At the time of the signing of this MOU, each participating agency will be submitted for 1% of the total shareable amount². This uniformed percentage is the minimum sharing a participating agency will receive under this agreement.

The amount of shareable funds will be based on the total amount of funds seized minus any investigative expenses (i.e., funding used for the purchase of evidence and/or information), administrative fees and deductions mandated by Treasury Executive Office of Asset Forfeiture (TEOAF).

Deviation to a higher percentage may occur in the following circumstances:

1. A participating agency provides extraordinary contribution or support to an EDTF-S investigation and or seizure.
2. Number of full-time personnel assigned to the EDTF-S
3. A participating agency originated the information that led to the investigation and or seizure of the asset.
4. As deemed appropriate by HSI Miami leadership.

Deviation from the uniform percentage will require approval from HSI Miami leadership and will be documented in the Asset Sharing Package.

Asset sharing will be executed in accordance with current HSI Miami procedures through the HSI Miami Asset Identification and Removal Group (AIRG). Participating agencies bear the responsibility for the timely completion of all documentation associated with asset sharing requests. Final percentages will be determined by the Treasury Executive Office for Asset Forfeiture.

VII. FUNDING

Personnel Funding:

Participating agencies agree to provide the full-time salaries, overtime, night-differential pay, holiday pay and benefits per their respective agency's contractual agreements for their personnel while assigned to the EDTF-S. Authorized overtime will remain at the discretion of the parent agency.

HSI may reimburse participating agencies for overtime worked as part of EDTF-S operations, not to exceed \$15,000, per TFO, funding permitting.

² The total shareable amount is the total amount of funds seized by the entire EDTF-S, minus annual variable percentage determined by TEOAF, investigative expenses, or required victim restitution as governed by statute.

Task Force Funding:

All participating agencies understand that the Broward County Sheriff's Office (BSO) will serve in a fiduciary capacity for the EDTF-S. In the capacity of fiduciary, all participating agencies agree that twelve percent (12%) of all proceeds seized by the EDTF-S will be shared with BSO for the purpose of "Task Force Operations". Task Force Operations include reasonable and necessary expenses incurred by the EDTF-S to pursue and meet mission objectives as set forth in this MOU.

As fiduciary, BSO will administer and account for all receipts, disbursements, and interest of shared funds and shall provide accounting to each participating agency to this MOU upon request.

Should BSO withdraw from participation in the EDTF-S or elect to no longer serve as the fiduciary, all funds, records, and related documentation will be transferred to another participating agency designated by the HSI Miami, Special Agent in Charge.

VIII. DURATION

This MOU will remain in effect until terminated as specified below:

1. Participating agencies may withdraw from this MOU by providing a written notice to the HSI Miami, Special Agent in Charge.
2. This MOU may be terminated upon written consent of all parties.
3. This MOU may be terminated by the HSI Miami, Special Agent in Charge with written notification to all participating agency heads.

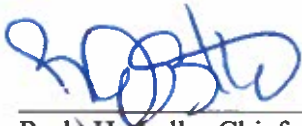
Authorizing Official:

Anthony Salisbury
Special Agent in Charge
Homeland Security Investigations, Miami

**EL DORADO TASK FORCE-SOUTH
MEMORANDUM OF UNDERSTANDING
PARTICIPATING AGENCY APPROVAL**

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

GOLDEN BEACH POLICE DEPARTMENT:



Rudy Herbello, Chief of Police
Authorized Representative

Date: _____

9/30/2023

Approved as to form and content:
Name, City Attorney

Name, Esquire
Assistant City Attorney

Date: _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2023

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

8

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2900.23 – Approving the Interlocal Agreement for Reestablishing the “1993 Local Option Gas Tax” Between the County and Eligible Municipalities (Including the Town of Golden Beach) for the 30-year Period Including January 1, 2024- December 31, 2053.

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2900.23 as presented.

This resolution expresses the Town Council’s support of an interlocal agreement with Miami-Dade County re-establishing the “1993 Local Option Gas Tax” for the 30-year period including January 1, 2024 through December 31, 2053. It also authorizes the Town’s Mayor to execute an Interlocal Agreement for the distribution of said funds.

Background:

Miami-Dade County adopted Resolution No. R-903-98 establishing the method of distributing the proceeds of the six-cent (\$0.06) local option gas tax within Miami-Dade County for the remainder of the 1993 Local Option Gas Tax’s term. Miami-Dade County desires to relevel the six-cent local option fuel tax authorized by Section 336.025(1)(a), Florida Statutes, for an additional 30 year period, commencing on January 1, 2024.

Miami-Dade County and various municipalities (including the Town of Golden Beach) representing a majority of the population of the incorporated areas of Miami-Dade County desire to amend and restate their current interlocal agreement in order to reestablish the distribution formula currently being used to distribute the local option gas tax proceeds between the County and eligible municipalities.

Fiscal Impact:

The financial impact to the Town is a positive cash balance estimated at approximately \$38,000.00 annually.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2900.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR REESTABLISHING THE “1993 LOCAL OPTION GAS TAX” BETWEEN THE COUNTY AND ELIGIBLE MUNICIPALITIES (INCLUDING THE TOWN OF GOLDEN BEACH) FOR THE 30-YEAR PERIOD INCLUDING JANUARY 1, 2024 THROUGH DECEMBER 31, 2053 ; AUTHORIZING THE MAYOR ON BEHALF OF THE TOWN OF GOLDEN BEACH TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 336.025, Florida Statutes, authorizes county government to levy various local option fuel taxes upon every gallon of motor fuel and diesel fuel sold in the county; and

WHEREAS, in 1993, the Board of County Commissioners of Miami-Dade County, Florida (“Board”) levied a six-cent (\$0.06) local option gas tax on every gallon of motor fuel and diesel fuel sold in Miami-Dade County (“1993 Local Option Gas Tax”); and

WHEREAS, in 1997, this Board extended the imposition of the 1993 Local Option Gas Tax that began on September 1, 1993 for a maximum period of 30 years through Ordinance No. 97-156; and

WHEREAS, Miami-Dade County adopted Resolution No. R-903-98 entering into an interlocal agreement in accordance with Section 336.025(3)(a)(1), Florida Statutes, establishing the method of distributing the proceeds of the six-cent (\$0.06) local option gas tax within Miami-Dade County for the remainder of the 1993 Local Option Gas Tax's term; and

WHEREAS, Miami-Dade County desires to re-levy the six-cent local option fuel tax authorized by Section 336.025 (1)(a), Florida Statutes, for the 30-year period including

January 1, 2024 through December 31, 2053; and

WHEREAS, Miami-Dade County and various municipalities (including the Town of Golden Beach) representing a majority of the population of the incorporated areas of Miami-Dade County desire to amend and restate their current interlocal agreement in order to reestablish the distribution formula currently being used to distribute the local option gas tax proceeds between the County and eligible municipalities for the 30-year period including January 1, 2024 through December 31, 2053.

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

Section 1. That the Town of Golden Beach hereby approves the Interlocal Agreement To Re-establish the Distribution of Local Option Fuel Tax proceeds Levied by Miami-Dade County, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if set forth in full.

Section 2. That the Mayor is hereby authorized to execute said Agreement on behalf of the Town of Golden Beach.

Section 3. 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 4. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida,
this 26th day of September, 2023.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT entered into this 1 day of 9 2023, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida and municipalities representing a majority of the population of the incorporated area of Miami-Dade County.

WITNESSETH

WHEREAS, Section 336.025, Florida Statutes, authorizes county governments to levy various local option fuel taxes upon every gallon of motor fuel and diesel fuel sold in the county and taxed under the provisions of Part I or Part II of Chapter 206 of the Florida Statutes pursuant to an ordinance enacted by the Board of County Commissioners; and

WHEREAS, in 1993, the Board of County Commissioners of Miami-Dade County, Florida ("Board"), levied a six-cent (\$0.06) local option gas tax on every gallon of motor fuel and diesel fuel sold in Miami-Dade County ("1993 Local Option Gas Tax"); and

WHEREAS, in 1997, this Board extended the imposition of the 1993 Local Option Gas Tax that began on September 1, 1993, for a maximum period of 30 years through Ordinance No. 97-156; and

WHEREAS, pursuant to Resolution No. R-903-98, Miami-Dade County and eligible municipalities entered into an interlocal agreement in accordance with Section 336.025(3)(a)(1), Florida Statutes, establishing the method of distributing the proceeds of the six-cent (\$0.06) local option gas tax within Miami-Dade County for the remainder of the 1993 Local Option Gas Tax's term; and

WHEREAS, the proceeds of the 1993 Local Option Gas Tax have been distributed in accordance with the terms of that interlocal agreement; and

WHEREAS, by ordinance, Miami-Dade County desires to relevy the six-cent local option fuel tax authorized by Section 336.025(1)(a), Florida Statutes, for the 30-year period including January 1, 2024 through December 31, 2053; and

WHEREAS, Miami-Dade County and various municipalities representing a majority of the population of the incorporated areas of Miami-Dade County desire to amend and restate their current interlocal agreement in order to reestablish the distribution formula currently being used to distribute local option fuel tax proceeds between the County and eligible municipalities for the 30-year period including January 1, 2024 through December 31, 2053,

NOW, THEREFORE, in consideration of the covenants contained herein, the receipt and adequacy of which are hereby acknowledged by all parties hereto, it is agreed as follows:

1. This amended and restated agreement shall become effective upon its approval by the governing bodies of the County and of municipalities representing a majority of the population of the incorporated area of Miami-Dade.

2. The distribution formula described in the original interlocal agreement provided in County Resolution No. R-903-98 has governed local option gas tax distributions for FY 1999-2000 and each subsequent fiscal year for the entire term of the "1993 Local Option Gas Tax", as defined in Article IX, Chapter 29 of the Code of Miami Dade County, Florida, as amended.

3. The parties desire to have that same distribution formula govern gas tax distributions for any local option gas taxes relevied by Miami-Dade County pursuant to Section 336.025(1)(a), Florida Statutes, for the 30-year period including January 1, 2024 through December 31, 2053.

4. Currently, Miami-Dade County has imposed and levied a local option gas tax of up to six cents, the net proceeds thereof had been previously allocated on the basis of 70.4 percent

(the “County portion”) to the County and 29.6 percent (the “municipal portion”) to all eligible incorporated municipalities in Miami-Dade County, Florida pursuant to Section 336.025(6), Florida Statutes. Net proceeds shall mean local option gas taxes collected by the Florida Department of Revenue (“DOR”) less the amount retained by the DOR for administration as provided under Florida law.

5. The municipal portion of the local option gas taxes shall be distributed among the eligible incorporated municipalities in Miami-Dade County, Florida, based on a formula as follows:

- a. Seventy-five percent based upon the ratio of the population of each eligible incorporated municipality compared to the total population of all eligible incorporated municipalities in Miami-Dade County; and
- b. Twenty-five percent based upon the ratio of total centerline miles of roadway maintained by each eligible incorporated municipality compared to the total centerline miles maintained by all eligible incorporated municipalities in Miami-Dade County.

6. In the event that an eligible municipality annexes an area of unincorporated Miami-Dade County or a newly incorporated municipality becomes eligible for participation in the distribution of local option gas tax proceeds, the distribution shall be set in accordance with the formula in Sections 5(a) and 5(b), in which case the County's Unincorporated Municipal Service Area (“UMSA”) share will be reduced by the proportionate reduction in population and roadway centerline miles, and provided to the municipal portion with the County and municipal shares adjusted accordingly. For calculation purposes, the UMSA share of the County's portion shall be defined as 20 percent of the original 74 percent County share of the 1993 Local Option Gas Tax,

as described in Section 29-79 of the Code of Miami-Dade County, Florida. The County's portion of the local option gas tax shall never be less than 80 percent of the original 74 percent share (59 percent of the total net proceeds distributed by the state).

7. Population figures used shall be the figures used to determine the annual distribution of the half cent local government sales tax pursuant to Section 218.60(1)(a), Florida Statutes. Centerline mile figures shall be based upon yearly figures submitted by each municipality to the Department of Financial Services in their Annual Financial Report and recorded by the Florida Department of Transportation as required by Section 218.32, Florida Statutes. The population and centerline mile figures shall be updated annually with data current as of June 1 of each year.

8. Miami-Dade County will use its best efforts to spend two thirds of the County portion on transportation expenses within the incorporated municipalities.

9. The percentages for distribution shall be calculated by the County annually. By July 1 of each year, the County shall notify all municipalities and the appropriate state agencies of the percentages for distribution of LOGT proceeds among the municipalities for the upcoming annual period commencing January 1. The percentage for distribution of local option gas tax proceeds to any city whose current population or centerline mile figures are not available shall be determined by the County based on the most recent available population and/or centerline mile figures reported to the state. In the event that either the population figures and/or the centerline miles are proven to be incorrect for any given municipality in any given year, the correction to the percentage distribution will be made in the subsequent year gas tax distribution calculation.

10. Pursuant to Section 336.025(5)(b), Florida Statutes, disputes regarding the percentage of distribution to any municipality hereunder shall be resolved through an appeal to the

Administration Commission in accordance with procedures developed by the Commission. Pending final disposition of such proceedings, the tax shall be collected and such funds shall be held in escrow by the Clerk of the Circuit Court of the County until final disposition is made.

11. The net proceeds of local option gas taxes shall only be used for "transportation expenditures," as defined by Section 336.025(7), Florida Statutes.

12. In the event that a significant shift of responsibility for regional transportation services occurs between the County and the municipalities, this interlocal agreement may be renegotiated by the mutual consent of the County and the municipalities representing a majority of the population of the incorporated area of Miami-Dade County.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Interlocal Agreement to be executed by their respective and duly authorized officers as of the date written above.

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK

Town of Golden Beach
MIAMI-DADE COUNTY, FLORIDA

By: *Olga Valverde*
DEPUTY CLERK 9-1-23
Olga Valverde – e18183



By: *[Signature]*
Name: *Glenn Singer*
Title: *Town Mayor*

ATTEST:

By: *David Clodfelter*
DIRECTOR OMB

ATTEST:

By: *[Signature]*
Lissette Perez, Town Clerk

ATTEST:

ATTEST:

By: _____

[Signature]
By: *Stephen J. Helfman, Town Attorney*



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, Town Manager *Alex B.*

Subject: Resolution No. 2901.23 – Approving contract with Arrow Asphalt & Engineering, Inc. for the roadway milling and resurfacing the entire South Parkway and sealcoating The Strand.

Item Number:

9

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2901.23 as presented.

Background:

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

Over the years, the settlement of the roadway creates depressed areas around storm water structures, requiring occasional restoration efforts such as milling and resurfacing. The town has conducted a detailed evaluation of South Parkway and has found that it is need of repair. Milling and resurfacing of this roadway is due in order to avoid potential deterioration of the sub-base.

Additionally, The Strand entrance west of the guard house is in need of a new sealcoat. As this entry receives the bulk of travel, we feel it should receive an additional layer of protection.

Fiscal Impact:

An amount not to exceed \$70,014.00, coming out of the Town's Street Repair and Maintenance Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2901.23

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH ARROW ASPHALT & ENGINEERING, INC. FOR ROADWAY IMPROVEMENTS WITHIN SOUTH PARKWAY & THE STRAND ENTRANCE; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Arrow Asphalt & Engineering, Inc. ("Arrow") to mill and resurface the area known as South Parkway and sealcoat The Strand Entrance (the "Work"), for an amount not to exceed \$70,014.00; and

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

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

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

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

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

Section 2. Authorization and Approval. The Town Council hereby authorizes and approves a contract with Arrow pursuant to the terms of the Proposal attached hereto

as Exhibit "A," authorizes the Mayor to execute the contract on behalf of the Town once approved as to form and legal sufficiency by the Town Attorney, and authorizes the expenditure of funds as detailed in the attached Proposal.

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

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

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

Sponsored by **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 26th day of September, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

PROPOSAL

CTL# 14274

Arrow Asphalt & Engineering, Inc.

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

PROPOSAL SUBMITTED TO:

Date: Thursday, September 20th, 2023

Client Information

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

Job Site Information

Mill & Pave
South Parkway
Golden Beach, FL

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

1. Mobilization & General Conditions.....\$1,500.00
2. Mill 1" of asphalt on entire roadways on South Parkway. Load and dispose of debris. Apply RC 70 tack coat. Re-pave roadways with 1" thick type SP 9.5 hot plant asphalt mix in single mobilization. Compact new asphalt with 5 ton roller and 8 wheel rubber tire.
Approx. 48,400 SF.....\$51,925.00
3. Repaint all temporary markings to existing conditions using approved DOT Latex paint.....\$800.00
4. Install Thermoplastic pavement markings to plan format 15 days after completion.....\$1,800.00
5. Brick Paver protection with 10 mill plastic and sand.....\$1,950.00
6. MOT.....\$500.00
7. Clean-up and Restoration.....\$500.00
8. Fuel Charge & Supervision.....\$2,359.00

Total: \$61,334.00

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

We hereby propose to furnish labor and materials to complete in accordance with the above specifications, for the sum of:
Sixty One Thousand Three Hundred Thirty Four Dollars and 00/100 (\$61,334.00) Signature with PO# Required, and
remaining balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

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

ACCEPTED:

AUTHORIZED SIGNATURE:

Signature: _____

Arrow Asphalt & Engineering, Inc

Date: _____

IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

Disclosures:

- 1.) Bid does not include fees for permits, bonds, engineering stakes layouts, as-builds or densities. A fee of \$500.00 will be added if Arrow Asphalt & Engineering Inc. is to apply and be responsible for procurement of permit. No import or export, excess fill or detrious materials included unless noted (cap-rock, muck, grass, trees, ect.) Not responsible for errors and/ or omissions by engineer or surveyor. **BID PRICE VALID FOR THIRTY (30) DAYS.**
- 2.) A 50% deposit is required upon signed contract to schedule work proposed, balance will be due upon job completion. DEPOSIT IS NON-RE FUNDABLE
- 3.) All material guaranteed to be specified, and the above work to be preformed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
- 4.) We guarantee our work not to flake, crack or unravel for a period of one year. We are not responsible for the wearing off of the material from the top of the asphalt aggregate due to traffic wear.
- 5.) Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the contract. Bid is based on today's market price for materials. Any increase in material price at start of job will be extra cost. All agreements contingent upon strikes, accidents or delays beyond our control.
- 6.) Prices given without plans and specs are subject to price change when plans are available. Final payment will be based on actual quantities installed which will be verified by field measurements.
- 7.) Arrow Asphalt and Engineering is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
- 8.) Arrow Asphalt and Engineering is not responsible for damage to underground sprinkler's or utilities, sod , landscaping, dust removal, painting or stucco, during the normal course of construction.
- 9.) Claims for property damage must be made in writing 24 hours after the completion of the work. Job related complaints must be made within 48 hours of completion.
- 10.) Tree hedges and grass to be trimmed prior to the commencement of work.
- 11.) Seal Coating and striping to be completed in one mobilization. Additional mobilization are additional costs to the contract. Additional mobilizations are \$1,200.00 per mobilization.
- 12.) Arrow Asphalt and Engineering is not responsible for the following but not limited to the tracking of the sealer on pavers, driveways, sidewalks or any other areas besides roadway. Sealed areas will be blocked off until dry.
- 13.) A 1.5% finance charge per month shall be added to any invoice 30 days past due.
- 14.) This proposal is based on work being completed during the hours of 8am- 5pm, Monday - Friday excluding Holidays and Weekends. No warranties are honored unless payment is made in full. Arrow Asphalt & Engineering will provide a one (1) year warranty on material and workmanship. Normal wear and tear is not covered under this warranty.
- 15.) **Due to the instability in today's market, Arrow Asphalt & Engineering, Inc. cannot guarantee unit prices for any materials, All increases in material costs will be added to cost of contract.**
- 16.) **Asphalt unit price predicated on asphalt costing \$110.00 per ton, asphalt will be requoted at time of installation and client to be responsible for difference in cost plus 15% DRE mark-up for overhead and profit, change order to be executed prior to installation of asphalt.**

Initial _____

Paving Commercial/ Owner Responsibility & Conditions

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

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

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

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

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

6.) Asphalt Over-Runs: Will be billed to owner at \$150.00 per ton.

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

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

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

Other Terms and Conditions:

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

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

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

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

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

8.) Additional mobilization to be billed at \$1,200.00 each for sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Other/ Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.

Initial _____

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

10.) Additional mobilizaions to be billed at \$2,500.00 for paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work to due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing. Arrow Asphalt and Engineering will provide a schedule to be approved by Owner prior to any additional mobilizations.

11.) Saturday mobilizations will be an additional \$2,000.00.

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

Special Billing Instructions:

Please fill out the information below:

Specify Billing Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Purchase Order: _____

Provide email for eBilling: _____

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

Initial _____

PROPOSAL

CTL# 14522

Arrow Asphalt & Engineering, Inc.

3050 N.W. 129th Street, Opa Locka, FL 33054

(305) 688-8686 Voice (305) 688-8484 Fax

PROPOSAL SUBMITTED TO:

Date: Friday, September 8, 2023

Client Information

Alexander Diaz

Town of Golden Beach

1 Golden Beach Drive

1 Golden Beach Drive, FL 33160

(305) 932-0744 Email: alexdiaz@goldenbeach.us

Job Site Information

Sealcoat & Stripe

The Strand Entry

Golden Beach, FL

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

1. Clean asphalt with power broom. Burn all oil spots with torch and prime with Neyra Primer. Sealcoat by hand and with machine using Neyra Jennite AE 4 lbs. of 30/45 silica sand per gallon. Apply 2nd spray coat using above mixture in 2 mobilizations. Approx. 6,813 SF.....\$1,800.00
2. Repaint all pavement markings to existing format using DOT approved latex traffic paint and Thermoplastic after 15 days, install new RPM's (40).....\$2,300.00
3. Police Officer Rental for 24 hr period x 2 days.....\$4,080.00
4. MOT.....\$500.00

Total: \$8,680.00

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

We hereby propose to furnish labor and materials to complete in accordance with the above specifications, for the sum of: Eight Thousand Six Hundred Eighty Dollars and 00/100(\$8,680.00) Signature and PO# Required, and remaining balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

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

ACCEPTED:

AUTHORIZED SIGNATURE:

Signature: _____

Arrow Asphalt & Engineering, Inc

Date: _____

IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

Disclosures:

- 1.) Bid does not include fees for permits, bonds, engineering stakes layouts, as-builds or densities. A fee of \$500.00 will be added if Arrow Asphalt & Engineering Inc. is to apply and be responsible for procurement of permit. No import or export, excess fill or detrious materials included unless noted (cap-rock, muck, grass, trees, ect.) Not responsible for errors and/ or omissions by engineer or surveyor. **BID PRICE VALID FOR THIRTY (30) DAYS.**
- 2.) A 50% deposit is required upon signed contract to schedule work proposed, balance will be due upon job completion. DEPOSIT IS NON-RE FUNDABLE
- 3.) All material guaranteed to be specified, and the above work to be preformed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
- 4.) We guarantee our work not to flake, crack or unravel for a period of one year. We are not responsible for the wearing off of the material from the top of the asphalt aggregate due to traffic wear.
- 5.) Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the contract. Bid is based on today's market price for materials. Any increase in material price at start of job will be extra cost. All agreements contingent upon strikes, accidents or delays beyond our control.
- 6.) Prices given without plans and specs are subject to price change when plans are available. Final payment will be based on actual quantities installed which will be verified by field measurements.
- 7.) Arrow Asphalt and Engineering is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
- 8.) Arrow Asphalt and Engineering is not responsible for damage to underground sprinkler's or utilities, sod , landscaping, dust removal, painting or stucco, during the normal course of construction.
- 9.) Claims for property damage must be made in writing 24 hours after the completion of the work. Job related complaints must be made within 48 hours of completion.
- 10.) Tree hedges and grass to be trimmed prior to the commencement of work.
- 11.) Seal Coating and striping to be completed in one mobilization. Additional mobilization are additional costs to the contract. Additional mobilizations are \$1,200.00 per mobilization.
- 12.) Arrow Asphalt and Engineering is not responsible for the following but not limited to the tracking of the sealer on pavers, driveways, sidewalks or any other areas besides roadway. Sealed areas will be blocked off until dry.
- 13.) A 1.5% finance charge per month shall be added to any invoice 30 days past due.
- 14.) This proposal is based on work being completed during the hours of 8am- 5pm, Monday - Friday excluding Holidays and Weekends. No warranties are honored unless payment is made in full. Arrow Asphalt & Engineering will provide a one (1) year warranty on material and workmanship. Normal wear and tear is not covered under this warranty.
- 15.) **Due to the instability in today's market, Arrow Asphalt & Engineering, Inc. cannot guarantee unit prices for any materials, All increases in material costs will be added to cost of contract.**
- 16.) **Asphalt unit price predicated on asphalt costing \$110.00 per ton, asphalt will be requoted at time of installation and client to be responsible for difference in cost plus 15% DRE mark-up for overhead and profit, change order to be executed prior to installation of asphalt.**

Initial _____

Paving Commercial/ Owner Responsibility & Conditions

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

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

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

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

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

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

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

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

Other Terms and Conditions:

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

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

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

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

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

8.) Additional mobilization to be billed at \$1,200.00 each for sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Other/ Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.

Initial _____

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

10.) Additional mobilizaions to be billed at \$2,500.00 for paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work to due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing. Arrow Asphalt and Engineering will provide a schedule to be approved by Owner prior to any additional mobilizations.

11.) Saturday mobilizations will be an additional \$2,000.00.

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

Special Billing Instructions:

Please fill out the information below:

Specify Billing Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Purchase Order: _____

Provide email for eBilling: _____

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

Initial _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

10

Subject: Resolution No. 2902.23 – Authorizing the Mayor to Award a one-time bonus to the Employees of the Town of Golden Beach

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2902.23 as presented.

Background:

Each year, (in consultation with the Mayor), I along with our Department Directors evaluate our employees to ensure that they are delivering on the goals and objectives set forth by the Town.

For those employees who receive a Satisfactory evaluation, a bonus in recognition of their commitment and performance is provided.

As you are aware, I did away with merit increases for our employees in 2008. Since that time, we recognize the efforts of our employees by giving annual bonuses. The only other increase to an employee's compensation are Cost of Living Adjustments that are made from time-to time.

The attached documents provide for how bonuses will be distributed. Bonuses are provided to employees who have received a satisfactory evaluation.

Fiscal Impact:

An amount not to exceed \$100,950 transferred in part from the contingency fund (or Departmental Funds if needed) and applied to specific Department Funds accordingly.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2902.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2022-2023 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSE OF AWARDING EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") adopted an Operating Budget for the 2022-2023 Fiscal Year; and

WHEREAS, the Town Manager has recommended certain amendments as described in the September 26, 2023 Memorandum attached to this Resolution as Exhibit "A"; and

WHEREAS, the Town Manager has recommended awarding bonuses as described in the September 26, 2023 Memorandum attached to this Resolution as Exhibit "A" for all employees, including the Town Manager for their performance during the 2022-2023 Fiscal Year; and

WHEREAS, the Town Council finds that the proposed bonuses are in the best interest of the Town.

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

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

Section 2. The 2022-2023 Fiscal Year Operating Budget is hereby amended as reflected on Exhibit "A" to this Resolution and the funds are appropriated for the purposes

therein.

Section 3. That the Mayor is authorized to take any and all action, which is necessary to implement this Resolution.

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

Sponsored by the **Town Administration.**

A motion to approve was made by _____, seconded by_____.

On roll call, the following vote ensued:

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 26th day of September, 2023.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT "A" TO RESOLUTION 2902.23



Authorization of Budget Amendment Fiscal Year 2022 - 2023

REQUEST DATE: September 26, 2023

Account No.	Description	Council Approved Budget	Transfer	Amended Budget
All Departments				
001-511	Town Council	158,013	10,000.00	168,013
001-512	Town Manager	592,859	(40,000.00)	552,859
001-512	Town Clerk	342,410	3,000.00	345,410
001-513	Finance	384,227	44,050.00	428,277
001-514	Legal	179,500		179,500
001-519	General Government	2,341,769	(101,000.00)	2,240,769
001-521	Police	4,273,344	19,500.00	4,292,844
001-521	Code Compliance	212,702	1,400.00	214,102
001-524	Building & Zoning	989,412		989,412
001-539	Public Works	1,349,645	13,600.00	1,363,245
001-541	Roads & Streets	755,532	8,550.00	764,082
001-572	Recreation	1,023,400	2,700.00	1,026,100
001-574	Resident Services	506,417	38,200.00	544,617
	Total:	13,109,230	-	13,109,230

Budget amendment/transfer from the General Fund Departments to the departments with budget line item overages. This adjustment is an end of the fiscal year clean up/reconciliation of our prior year budget.

Request by:

Finance Director:

Approved by Town Manager

Employee_Name	FY 22/23 BONUS	Years_of_Service_Since_Hire	Department	DOL_Status
DIAZ, ALEXANDER	40,000.00	16 Years 5 Months 10 days	512M	Full-Time
CHEUNG, ELENA	200.00	0 Years 3 Months 1 days	512C	Full-Time
PEREZ, LISSETTE	3,000.00	16 Years 3 Months 2 days	512C	Full-Time
DZIEDZIC, KAITLYN P	500.00	1 Years 0 Months 19 days	512M	Full-Time
CAMACHO, MARIA	2,850.00	19 Years 8 Months 15 days	513	Full-Time
GOODEN, INGRID HM	700.00	3 Years 9 Months 21 days	513	Full-Time
MCKOY, GABRIELLA A	500.00	5 Years 9 Months 4 days	513	Part-Time
ROVIRA-TOPACLIOGLU, LISSETT	2,500.00	2 Years 8 Months 2 days	519	Full-Time
HERBELLO, RODOLFO	3,500.00	12 Years 8 Months 0 days	521	Full-Time
DIAZ, YOVANY	1,500.00	14 Years 9 Months 5 days	521	Full-Time
PEREZ, LEILA	1,100.00	17 Years 0 Months 9 days	521	Full-Time
BOCIO, PATRICIA	200.00	0 Years 3 Months 8 days	521	Full-Time
AVILA, DANIEL	900.00	15 Years 1 Months 15 days	521	Full-Time
BAUTISTA, JOSEPH	900.00	10 Years 4 Months 7 days	521	Full-Time
SOCA, JULIO	900.00	8 Years 9 Months 27 days	521	Full-Time
WEINER, ROBIN FLEXTER	700.00	25 Years 0 Months 20 days	521	Full-Time
ARGUELLES, JOSE	700.00	4 Years 1 Months 0 days	521	Full-Time
CAMACHO, DYLAN	700.00	12 Years 1 Months 19 days	521	Full-Time
CAMACHO, JAMES	700.00	19 Years 5 Months 29 days	521	Full-Time
CARRASCO, EDEL	700.00	21 Years 1 Months 1 days	521	Full-Time
CARRAZANA, DAVE	700.00	11 Years 3 Months 21 days	521	Full-Time
DIAZ, MIKE	700.00	7 Years 4 Months 12 days	521	Full-Time
DOOLING, GARY J	700.00	8 Years 9 Months 27 days	521	Full-Time
GONZALEZ, GUILLERMO A	700.00	1 Years 7 Months 21 days	521	Full-Time
GONZALEZ, STEVEN	700.00	1 Years 7 Months 15 days	521	Full-Time
LARREA, DANIEL	700.00	4 Years 4 Months 3 days	521	Full-Time
SUAREZ, OSCAR	700.00	14 Years 5 Months 20 days	521	Full-Time
TRUJILLO, JOSE	700.00	1 Years 10 Months 12 days	521	Full-Time
VICTORES, ALEJANDRO	700.00	5 Years 4 Months 11 days	521	Full-Time
VILA, PEDRO	700.00	15 Years 8 Months 19 days	521	Full-Time
PEREZ, AMANDA		0 Years 0 Months 9 days	521	Part-Time
PEREZ, ROBERT	700.00	7 Years 8 Months 23 days	521	Part-Time
RIVACOBIA, LAY	700.00	1 Years 10 Months 12 days	521	Part-Time
BALASINO, CARLOS	700.00	6 Years 9 Months 26 days	521	Part-Time
BENEDICT, TODD	500.00	13 Years 10 Months 5 days	521	Part-Time
GARFIAS, JUAN	800.00	9 Years 1 Months 2 days	521	Full-Time
JACKSON, BRANDON T	800.00	10 Years 4 Months 0 days	521	Full-Time
KRAMER, RYAN	800.00	1 Years 9 Months 17 days	521	Full-Time
TOUSSAINT, KAREN	800.00	3 Years 6 Months 27 days	521	Full-Time
ARDILA ALVAREZ, HANNER H	700.00	1 Years 6 Months 30 days	521	Full-Time
DROBIARZ, SILVIA	700.00	1 Years 8 Months 3 days	521	Part-Time
DIAZ, MONICA	700.00	6 Years 11 Months 10 days	524	Full-Time
EPPERSON, LINDA	3,000.00	24 Years 9 Months 21 days	524	Full-Time
VOLTAIRE, MAIKERSIE	800.00	3 Years 6 Months 27 days	524	Full-Time

Employee_Name	FY 22/23 BONUS	Years_of_Service_Since_Hire	Department	DOL_Status
CARDOZA, DEREK	1,000.00	8 Years 4 Months 10 days	539	Full-Time
GARCIA TORRES, NOHUBERTO	2,400.00	5 Years 11 Months 5 days	539	Full-Time
JACKSON, KENIEL	1,000.00	4 Years 1 Months 1 days	539	Full-Time
LUCIEN, JOHNNY	1,000.00	16 Years 10 Months 6 days	539	Full-Time
MCKOY, KIRK	2,700.00	24 Years 2 Months 26 days	539	Full-Time
MUNDLE, REYNALDO	1,000.00	8 Years 0 Months 22 days	539	Full-Time
PEREZ MORALES, ARMANDO	1,000.00	8 Years 9 Months 27 days	539	Full-Time
PHILLIPS, BRIAN	1,000.00	19 Years 4 Months 30 days	539	Full-Time
RUDDISON, LLOYD	1,000.00	6 Years 10 Months 15 days	539	Full-Time
SCOTT, JEROME	600.00	29 Years 5 Months 2 days	539	Part-Time
VELASQUEZ, LOURDES	900.00	14 Years 5 Months 5 days	539	Full-Time
FIALKOWSKI, JOHN	400.00	24 Years 0 Months 5 days	572	Part-Time
MARTINEZ, ISAIAH	500.00	3 Years 1 Months 20 days	572	Part-Time
SCHWABENBAUER, AMBER	500.00	0 Years 8 Months 0 days	572	Full-Time
TAYLOR, JOSEPH	100.00	14 Years 6 Months 10 days	572	Part-Time
TOPACLIOGLU, CEM		0 Years 6 Months 0 days	572	Full-Time
TURNIPSEED, CHAD	700.00	10 Years 11 Months 18 days	572	Full-Time
VELAZQUEZ, ERICK	500.00	1 Years 2 Months 13 days	572	Full-Time
GLIDDEN, MICHAEL	2,500.00	11 Years 7 Months 17 days	574	Full-Time
KREPP, JISEL	700.00	4 Years 11 Months 11 days	574	Full-Time
Total:	100,950.00			