



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

Official Agenda for the September 30, 2024
Final Budget Hearing & Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 835 8998 5321 Password: 049732

For Dial In Only: Call 305.224.1968 Meeting ID: 835 8998 5321

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 30, 2024.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

CHECK PRESENTATION FOR TOWN STORMWATER
DRAINAGE/RETAINING WALL PROJECT

PROCLAMATION PRESENTATION

E. ADOPTION OF FINAL COMBINED MILLAGE AND FINAL OPERATING BUDGET FOR FISCAL YEAR 2024/2025 (TIME CERTAIN ITEM)

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2024 through September 30, 2025.**

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, 2024 THROUGH SEPTEMBER 30, 2025 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2968.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2968.24

2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2024 through September 30, 2025.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2969.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2969.24

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/MAJOR PROJECTS UPDATE

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

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

3. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town's Code or Ordinances, Chapter 46 "Waterways", Article VI, Section 46-81 to Allow for Repairs, Reconstruction or Replacement of Legal Non-Conforming Seawalls.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY REVISING ARTICLE VI "SEAWALLS AND DOCKS", SECTION 46-81, "EXTENSION OF SEAWALL INTO WATERWAYS", WITHIN CHAPTER 46 "WATERWAYS", TO ALLOW FOR THE REPAIRS,

RECONSTRUCTION OR REPLACEMENT OF LEGAL NON-CONFORMING SEAWALLS WHICH ENCROACH INTO WATERWAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Ordinance No. 605.24

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 605.24

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

4. A Resolution of the Town Council Approving a Variance Request for the Property Located at 605 Golden Beach Drive for the Finished Grade Elevation to Exceed the Crown of the Road.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 605 GOLDEN BEACH DR., GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE FINISHED GRADE OF THE LOT, (AT THE REAR AND NORTH SIDE YARD), TO BE AT 7.23' NGVD, AND EXTERIOR SLABS, DECKS, AND WALKWAYS TO EXCEED THE CROWN OF THE ROAD, WITH AN ELEVATION NOT TO EXCEED 9.23' NGVD.

Exhibit: Agenda Report No. 4
Resolution No. 2970.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2970.24

O. WELLNESS CENTER PROJECT UPDATE/COUNCIL ACCEPTANCE

- Floor plans and site plans will be presented for your review and acceptance

P. CONSENT AGENDA

5. Official Minutes of the August 27, 2024 Special Town Council Meeting

6. A Resolution of the Town Council Approving the Payment of \$5,000 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 \$5,000.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE 13TH ANNUAL BREAST CANACER GOLF TOURNAMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2971.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2971.24

7. A Resolution of the Town Council Approving a Mutual Aid Agreement between the South Florida Financial Crime Strike Force and the Town of Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE SOUTH FLORIDA FINANCIAL CRIME STRIKE FORCE AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2972.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2972.24

8. A Resolution of the Town Council Approving A Mutual Aid Agreement between the City of Sunny Isles Beach and the Town of Golden Beach.

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

Exhibit: Agenda Report No. 8
Resolution No. 2973.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2973.24

9. A Resolution of the Town Council Approving An Agreement with David T. Caserta Government Relations, Inc.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING NOVEMBER 1, 2024 THROUGH OCTOBER 31, 2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2974.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2974.24

10. A Resolution of the Town Council Providing for Modified Eligibility Requirements for Current and Retired Town Councilmember's and Their Eligible Dependents Under the Town's Group Health Insurance Plan.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA; PROVIDING FOR THE PROVISION OF HEALTH INSURANCE BENEFITS FOR CURRENT AND RETIRED TOWN COUNCILMEMBERS AND THEIR ELIGIBLE DEPENDENTS UNDER THE TOWN'S GROUP HEALTH INSURANCE PLAN; PROVIDING FOR MODIFIED ELIGIBILITY REQUIREMENTS; PROVIDING CRITERIA FOR VESTED RIGHTS IN CONTINUED PARTICIPATION IN TOWN INSURANCE PLAN AT THE EXPENSE OF THE TOWN; SUPERCEDING ALL PRIOR RESOLUTIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2975.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2975.24

Q. TOWN RESOLUTIONS

11. A Resolution of the Town Council Selecting Caballero, Fierman, Llerena & Garcia, LLP for Auditing Services for the Fiscal Year ending September 30, 2024.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING

CABALLERO FIERMAN LLERENA & GARCIA, LLP FOR INDEPENDENT EXTERNAL AUDITING SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 11
Resolution No. 2976.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2976.24

12. A Resolution of the Town Council Authorizing the Sole Source Purchase of Sound Seal VIVID Sound Blankets for Noise Abatement at Tweddle Park.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF VIVID SOUND BLANKETS FROM SOUND SEAL IN AN AMOUNT NOT TO EXCEED \$34,200; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12
Resolution No. 2977.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2977.24

13. 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 2023-2024 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSE OF AWARDED EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 13
Resolution No. 2978.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2978.24

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Bernard Einstein:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
• South Gate

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

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2968.24 & Resolution 2969.24 – Adopting the
Final Combined Millage and Final Operating Budget for Fiscal
Year 2024-2025**

Item Number:

1 & 2

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 2025 Budget represents my eighteenth 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 \$1.857-Billion.

With **\$1,857,390,825** in total taxable assessed values, the Administration is recommending a combined millage rate of **8.4** mills for the eighth consecutive fiscal year.

As we prepared the Fiscal Year 2025 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 three 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 assumptions, 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 40 through 43 of the Operating and Capital Fiscal Year 2024-2025 budget book.** The link to the 2024-2025 Annual Budget Book 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 2024-2025 Fiscal Year Budget is comprised of the following:

Revenues and Expenditures totals by funds:

General Fund	\$16,101,343.00
Law Enforcement Trust Fund	\$ 245,871.00
Debt Service Fund	\$ 1,300,452.00
Capital Projects Fund	\$ 7,644,814.00
Stormwater Utility Fund	\$ 2,023,944.00

Total All Funds \$27,316,424.00

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2968.24

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, 2024 THROUGH SEPTEMBER 30, 2025 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 2nd, 2024, the Town transmitted to the Property Appraiser its “Proposed Millage Rate” for the fiscal year commencing October 1, 2024 and further scheduled the public hearing required by Section 200.065 of the Florida Statutes to be held on September 10, 2024 at 6:00 p.m.; and

WHEREAS, the Property Appraiser has properly noticed the public hearing scheduled for September 10, 2024 at 6:00 p.m. at 100 Ocean Boulevard, 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 10, 2024, 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 final millage rate for the Town of Golden Beach for the fiscal year commencing October 1, 2024 through September 30, 2025, be and is hereby fixed at the rate of 7.6630 mills which is \$ 7.6630 dollars per \$1,000.00 of assessed property value within the Town of Golden Beach.

Section 2. That the rolled-back rate is 6.8227 and the final millage rate is 7.6630 mills which is 12.32 % over the rolled-back rate.

Section 3. That the voted debt service millage for the fiscal year will be .7370 mills.

Section 4. That the final public hearing to adopt a final millage rate and budgets for the fiscal year was held at 100 Ocean Boulevard, Golden Beach, Florida, on Monday, September 30, 2024 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 Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of September 2024.

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. 2969.24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 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 2024/2025 fiscal year commencing October 1, 2024 and ending September 30, 2025 for approval by the Town Council; and

WHEREAS, on September 10, 2024 the Town Council held a public hearing concerning the adoption of the tentative budget for the 2024/2025 fiscal year, as duly noticed; and

WHEREAS, on September 30, 2024, the Town Council held a duly noticed final public hearing on the adoption of the final budget for the 2024/2025 fiscal year at the Council Chambers of Town Hall located at 100 Ocean Boulevard, 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, 2024 are hereby approved and adopted.

Section 2. That the Final Budget as presented by the Town Manager on September 10, 2024 to the Mayor and Town Council for the 2024/2025 fiscal year

commencing October 1, 2024 and ending September 30, 2025 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 Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of September 2024.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY




TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **Ordinance No. 605.24 – Revising Town Code Section 46-81,
“Extension of Seawall into Waterways”**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 605.24 as presented.

Background and History:

Historically, permit documentation demonstrates numerous seawalls were installed outside the lot property lines into the Town’s and Intracoastal waterways in contradiction to the Town code requiring seawalls be installed within a lot property line.

The town’s procedures for approval of seawall encroachments are an extensive process requiring the applicant to first make an application to the Building Advisory Board and to the Town Council for approval of the encroachment by process of a variance, which have historically all approved, as the Town’s code calls for all seawalls to be contiguous.

This procedure is counterproductive to the Town’s efforts in effectively getting homeowners to upgrade, repair, or reconstruct their seawall due to the time-consuming process.

This Ordinance will simplify the permitting process and expedite the repair, reconstruction, and/or replacement of any deficient existing seawall systems by allowing the seawalls that are currently a legal non-conforming structure to be repaired, reconstructed, or replaced within its current location as long as that location does not pose a threat to navigation as approved by the Town Manager or his designee.

Financial Impact: None

1 TOWN OF GOLDEN BEACH, FLORIDA

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3 ORDINANCE NO. 605.24

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5 AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN
6 OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S
7 CODE OF ORDINANCES BY REVISING ARTICLE VI
8 "SEAWALLS AND DOCKS", SECTION 46-81,
9 "EXTENSION OF SEAWALL INTO WATERWAYS",
10 WITHIN CHAPTER 46 "WATERWAYS", TO ALLOW FOR
11 THE REPAIRS, RECONSTRUCTION OR REPLACEMENT
12 OF LEGAL NON-CONFORMING SEAWALLS WHICH
13 ENCROACH INTO WATERWAY; PROVIDING FOR
14 SEVERABILITY; PROVIDING FOR CODIFICATION;
15 PROVIDING FOR CONFLICTS; AND PROVIDING AN
16 EFFECTIVE DATE.

17
18 WHEREAS, the Town of Golden Beach, Florida (the "Town") is a barrier island
19 community located between the intercostal waterway and the Atlantic Ocean; and

20 WHEREAS, most of the lots within the Town have been historically improved with
21 seawalls, which in many instances encroach beyond the lot lines into the adjacent waterway;
22 and

23 WHEREAS, generally these encroachments do not materially impact the
24 surrounding properties or the use of the waterways; and

25 WHEREAS, the Town wishes to encourage the repair, reconstruction or replacement
26 of the existing seawall system to protect the Town from sea level rise and other tidal events;
27 and

28 WHEREAS, the Town wishes to facilitate the repair, reconstruction and replacement
29 of deficient seawalls by allowing the new seawall structures to be placed within the
30 boundaries of the existing seawalls.

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

54 **Section 3. Severability.** That the provisions of this Ordinance are declared to
55 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
56 any reason be held to be invalid or unconstitutional, such decision shall not affect the
57 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
58 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
59 notwithstanding the invalidity of any part.

60 **Section 4. Codification.** That it is the intent of the Town Council that the
61 provisions of this ordinance shall become and be made a part of the Town’s Code of
62 Ordinances, and that the sections of this Ordinance may be renumbered or relettered,
63 and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such
64 other appropriate word or phrase in order to accomplish such intentions.

65 **Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or
66 parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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

69 The Motion to adopt the foregoing Ordinance was offered by Councilmember
70 Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

71	Mayor Glenn Singer	<u>Aye</u>
72	Vice Mayor Bernard Einstein	<u>Aye</u>
73	Councilmember Jaime Mendal	<u>Aye</u>
74	Councilmember Judy Lusskin	<u>Aye</u>
75	Councilmember Kenneth Bernstein	<u>Absent</u>
76		

77 **PASSED AND ADOPTED** on first reading this 27th day of August, 2024

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

80 Mayor Glenn Singer _____
81 Vice Mayor Bernard Einstein _____
82 Councilmember Jaime Mendal _____
83 Councilmember Judy Lusskin _____
84 Councilmember Kenneth Bernstein _____

85
86 **PASSED AND ADOPTED** on second reading this 30th day of September 2024.

87
88
89
90 _____
91 MAYOR GLENN SINGER

92 ATTEST:
93
94
95 _____
96 LISSETTE PEREZ
97 TOWN CLERK

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102 APPROVED AS TO FORM
103 AND LEGAL SUFFICIENCY:
104
105
106
107 _____
108 STEPHEN J. HELFMAN
109 TOWN ATTORNEY

110



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2970.24 – Variance Request for 605 Golden Beach Dr.,
Golden Beach, FL 33160 (Lot Grade Change–Zone 2)**

Item Number:

4

Recommendation:

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No.

Background and History:

Sec. 66-102 - Minimum lot and swale elevations; grade.

(a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road adjacent to the lot.

The applicant's request is to allow the finished grade of the lot (rear and north side yard) to be at 7.23' NGVD (2' higher); and exterior slabs, decks, and walkways to exceed the crown of the road no to exceed 9.23' NGVD (3' higher).

The Building Regulation Advisory Board met Sept 24, 2024, and recommended approval of the variance request; the motion passed with a Board vote of 3 – 0.

Attachments:

- Resolution
- Christopher Gratz – Zoning Review
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

Financial Impact - None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2970.24

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 605 GOLDEN BEACH DR., GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE FINISHED GRADE OF THE LOT, (AT THE REAR AND NORTH SIDE YARD), TO BE AT 7.23' NGVD, AND EXTERIOR SLABS, DECKS, AND WALKWAYS TO EXCEED THE CROWN OF THE ROAD, WITH AN ELEVATION NOT TO EXCEED 9.23' NGVD.

WHEREAS, the applicants, Nicole Dolman (“the applicant”), filed a Petition for Variances/exceptions, from Section 66-102(a) Sec. 66-102. - Minimum lot and swale elevations; grade. (a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road. adjacent to the lot., and;

WHEREAS, the applicant’s request is to allow for the finished grade of the (rear yard and side yard) lot to be at 7.23’ NGVD, and the exterior slabs, decks, and walkways to exceed the crown of the road, with an elevation not to exceed 9.23’ NGVD.

WHEREAS, these variances and exceptions are for the property at 605 Golden Beach Drive, Golden Beach, FL. 33160 (GB Section F, Lot 38, Block 1., as recorded in PB 10-11, of the Public Records of Miami-Dade County, (Folio No. 19-1235-006-0180A (the “Property”) and,

WHEREAS, the Town’s Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended approval, for approval by the Town Council; and,

WHEREAS, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

WHEREAS, the Town Council, having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

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

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

Section 2. Approval. The Petition for Variance to permit the requested variances/exception is hereby granted.

Section 3. Conditions. The Petition for Exception/Variance as granted is subject to the following conditions:

(1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan, labeled Sheet, A—1.0 – A-6, plan pages , dated 3/20/2024 by NMD Nomadas, Cristobal Arria, Architect, and C5.0 – C6.0, plan pages, dated 8/14/2024 and 8/22/2024 by David Rosenthal, Architect, and the Sketch of Boundary Survey, prepared by Richard E. Cousins, LS 4188, Cousins Surveyors and Associates, dated 2/15/2024, for the property located at 605 Golden Beach Dr., Golden Beach, FL. 33160

Section 4. Implementation. That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the

Town of Golden Beach Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of September 2024

ATTEST:

MAYOR GLENN SINGER

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 30, 2024

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Numbers:

5

Recommendation:

It is recommended that the Town Council adopt the attached official minutes of the August 27, 2024 Special Town Council Meeting.



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

Official Minutes for the August 27, 2024
Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 860 3122 9862 Password: 737506

For Dial In Only: Call 305.224.1968 Meeting ID: 860 3122 9862

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 27, 2024.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:10 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Glenn Singer, Vice Mayor Bernard Einstein via Zoom, Councilmember Judy Lusskin, Councilmember Jaime Mendal

Councilmember Not Present: Councilmember Kenneth Bernstein

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Police Chief Rudy Herbello, Police Captain Yovany Diaz, Building and Zoning Director Lissett Rovira, Finance Director Maria D. Camacho, Public Works Director Kirk McKoy, Resident Services Director Michael Glidden, Administrative Assistant Eric Garcia, HR Generalist and Assistant to the Town Clerk Elena Cheung

C. PLEDGE OF ALLEGIANCE

Chief Rudy Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

Sergeant Joseph Bautista is in charge of handling the ID cards for the residents. I wanted to let you know that we have a packet in the front lobby. All you have to do is fill out the packet that was emailed to all the residents. Once you do that, send that back with a digital photo of the person so we can implement it into the IDs. It has to be a digital photo similar to passport photos and not a picture of the ID photo. Give us about five to ten business days. We're going to try to go out on Fridays to drop off the IDs for your convenience. We're switching out the old ID cards and cleaning up the system. The new ID cards will be able to access the tennis courts, the pavilion bathrooms, the pedestrian gates, etc.

Mayor Singer I can't urge you enough to get the ID cards. It is an added protection and security for the town. You are going to need them to use the restrooms at the beach

pavilion, the gates, tennis and pickleball courts, and when you go to the beach. It's an added layer of protection for the residents and everyone needs to get one.

Town Manager If you do not update your resident ID card, know that there will come a point where your transponder will no longer open the vehicular gate. So get it done or just know that you will be having delays at the entrance gate.

Mayor Singer introduced Bowie, the new police service dog and Detective Pete Vila to explain a new program.

Detective Pete Vila I've been a cop for 27 years and I've been through a lot of critical situations where officers need help. I came to the Manager and the Chief with the idea of a therapy dog. A lot of times people don't want to talk to other people and just want to see a man's best friend. He or she understands us better than we do. They don't critique us; they don't say no. We got Bowie from a dog rescue service. They have 750 dogs and none of them get euthanized. They go through a battery of training with people with disabilities, autism, mental health, veterans; he went to school for three months and passed everything; then he became an added member of our police department.

Town Manager It's important for our residents to recognize mental illness is a growing concern in our community; children on the spectrum; the dynamics of our communities are changing. We listened to our residents in terms of how our community is evolving and changing. Detective Vila came to me about adding an emotional support canine. And now we have an instrument that could help our residents and employees, and those individuals who come to our community who may be timid or need support. And we embrace what our residents tell us. I want to thank Chief Herbello, Capt. Diaz and Detective Vila for making this happen. We are one of a few cities in the tri-county area to take on this needed resource.

Chief Rudy Herbello I'm going to recap what we presently have in place to ensure the safety of our residents and visitors. The Mayor, Town Manager and myself proactively engage in meetings and brainstorming in an effort to bring new innovative ideas to enhance safety capabilities of the town.

Let's talk manpower. We currently have 32 officers; some of them have been reassigned to shifts where we need them the most, which is the midnight shift. We have brought back detached officers to increase staffing. We are proactively doing high visibility inside the town; I'm sure you have noticed that as officers patrol inside the town with the lights on. And we are also using the public service aids to patrol inside the town. We have the exit detail where we place an officer at the Strand exit from 11:00 PM to 6:00 AM to not only deter crime, but as cars come out, we try to identify who's driving the car to prevent cars being stolen. We are doing constant traffic enforcement detail at night. We are getting a new motorcycle to increase that effort. In addition to Pete Vila's dog, we now also have a canine bomb dog, which has become the envy of many police departments including the Secret Service. We have received calls from other agencies to utilize the dog.

When it comes to high visibility, we have hosted and invited many police agencies from Miami-Dade and Broward to come train in town. This not only helps with training our officers, but it helps with police presence in town. When it comes to the CCTV cameras, the installation of the new poles and lenses, it is ongoing and at full speed. In

the end, we will have over 200 lenses in town with high-definition performance. Besides our regular weekly marine patrol assignments, we have been hosting multi-agency marine patrol operations that have produced excellent results and reviews. The town will be installing retractable gates on the beach in the attempt to minimize pedestrian entry into town at night on the beach side. If approved by the Council today, we are getting a drone to assist us to patrol in the air the outside perimeter of the town. This is only for the public areas of the town. We have a very strong partnership with all neighboring law enforcement agencies that will assist us in a minute with a phone call.

Town Manager It's been remarkable to have the chief as part of our team for the last 14 years and I could not have picked a better chief to join us. This summer we did a lot to enhance our security. There are some things that we are going to push the envelope on. The most important thing that our residents need to know is that we don't sit back on our laurels and just say we've got a great team. We continue to expand on all our programs. Make sure we have the best trained agency in South Florida. We've now become a trainer of trainers. We have seen over 17 agencies come to our community this summer and train in Golden Beach. How is a city of 380 houses, training police departments of over 800 men and women who serve their agencies? Starting as soon as they're finished being constructed hopefully at the end of the week, we will have two new gates on the north and south side of town, asking people to traverse on Ocean Blvd, not on the sand. From 10 PM to 6 AM, our beaches will be closed. If you are a resident, you can go out to your backyard. We are trying to minimize the foot traffic on ocean itself. The drone is automatic that does automatic patrols letting us know when we see things. So, we continue to expand and stay current in our policing efforts, and I want to thank Chief Herbello, Capt. Diaz, and Lt. Perez for all of the hard work, and the thirty men and women who serve in our police department.

Mayor Singer I want to welcome Stephanie Vega from the Miami-Dade Commission of Ethics and Public Trust.

E. MOTION TO SET THE AGENDA

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

Town Manager Item 2964.24 has been added to the agenda appointing a member to the Pension Board.

F. GOOD AND WELFARE

Natalie Eilenberg Spoke about the ongoing issue about the south gate closure. I have lived in the south end for eleven years and have experienced the south gate opened and closed. For the majority of Golden Beach's existence there was no south gate and no complaints regarding the matter. I feel that what many here are failing to see is that we will be building amenities that cater to young children in an area that will be likely fill with many pedestrians. It is dangerous and a liability to have continuous traffic passing through. It is a real safety concern. It is my understanding that if there's an emergency, the south gate, similar to the north gate will open. I have spoken to neighbors that live in the south area and they fully support my view.

Terry Sunn Also spoke about south gate closure. I don't have a pro or a con, just listening to what a lot of people are saying on the chat. I'll give an example. This morning, there were two lawn company vehicles there and a police officer across the street that did not ask them to move. And not even a half mile down, there was a cement truck. And the Manager and I had a

discussion that from 7 to 9 in the morning, we could open the south gate and if not that, we would have the police make sure nobody would do construction along A1A that would back up the traffic. The other day it took me an extra 15 minutes to get from the Strand to William Lehman because there was a garbage truck and two construction trucks there. If we could do something along those lines it would make life easier for a lot of people.

Alan Benenson (via Zoom) There's two things that were brought up to find out if something can be done to assist the morning traffic on A1A. There's always either somebody cutting the trees or trash pick up during the prime rush hour in the morning when everybody's trying to take their kids to school. If there's a possibility that the city could move the work to inside Golden Beach and not deal with A1A during rush hour, I think that's something that could be accommodated. The other comment was the light at the Strand. Now that there's only one exit, when I try to exit, there's a line of traffic to get out. Is there a way the timing of the light at the Strand could be extended to let the flow of traffic out of Golden Beach to get out to A1A faster? Right now, there's so much traffic coming from north to south that you can't even turn right to go south.

Mayor Singer I've asked the Manager last week to notify FDOT if we can extend the timing of the light and we're working on that.

Town Manager At the direction of the Town Council and the Mayor, after hearing all the feedback that they received over the summer from our residents as it relates to the south gate closing and we have been talking about the closure for the last eleven years. The following Administrative Order has been issued and the Mayor has consented to it. Starting next Monday, no longer are you allowed to park on Golden Beach Drive prior to 9am in any direction—so no more parking on Golden Beach Drive prior to 9am. Prior to 10am, no southbound permits will be issued for pouring concrete or construction activity or deliveries or drop-offs on Ocean Blvd. So southbound, no vehicle can pull a permit to stop or close a lane going south on A1A; also prior to 10am no garbage activity will be done southbound.

Last week, the Mayor directed me to send a letter to FDOT asking to extend the light at the Strand during peak hours—the hours of 7am and 10am and in the afternoon between 5pm and 7pm. While the state responds to our request, the police will be manning the pickle (what controls the light at the strand) during peak hours to extend the time.

To recap, we will no longer allow parking on Golden Beach Drive prior to 9am; we will no longer allow any type of activity in the southbound lanes on Ocean Blvd prior to 10am; no construction pours or big deliveries. Police have been instructed if they pull somebody over to take them further down the way so we have no blocking of traffic on southbound lanes.

To clarify the rumor, we will absolutely still have the south gate for emergencies. We will open the south gate and allow the residents to safely maneuver around and the Public Works yard to go around that area. So the south gate will still be functional for emergency purposes which is our agreement with Golden Gate Estates. The south gate is not going away; we still have a way to get in and out of town during emergencies.

I know that most of you are speaking specifically as it relates to vehicular activity; know that, as it relates to our pedestrian activity, all our pedestrians are now asked to go through the new reimagined Tweddle Park to the new Sabbath friendly gate underneath the Civic Center that leads you to our new Sabbath sidewalk, and at the request of all of our residents, and under the direction of our Mayor, we now have an emergency call box. The call box is heat-sensitive. You just stand in front of it for an extended period of time, it will ring; so it's Sabbath friendly for emergencies at the south end of town.

Ricardo Kassin (via Zoom) You just mentioned all the cameras that are being put up on the beach, on the intracoastal and on Golden Beach Drive. Any additional cameras being put up on the islands? Because when we had a conversation, Alex Diaz said "I don't have a poll to put it."

There is now a poll. I'm wondering if you changed your mind and decided to put a camera on the center of the island.

Town Manager Know that as our camera system was laid out, with the exception, if a homeowner objected to allowing us to do it, which a few did, I would say that 98% of our open spaces are now covered under camera, including our waterways and canals, Golden Beach Drive, parkways, Ocean Blvd and the ocean.

Ricardo Kassin (via Zoom) My question is about South Island Drive, Center Island Drive and North Island Drive. I had asked or requested to have a camera in the center of each island, because it doesn't seem that the cameras on each end properly cover the whole street. Like I said, there is a pole now in the middle of the of the island, at least in South Island and I was wondering if you're planning to put a camera there which I would thank you for.

Town Manager This isn't the appropriate venue for this type of dialogue. So, if you like, you could schedule a meeting.

Ricardo Kassin (via Zoom) I think it's the exact venue for this type of dialogue. I'm not asking for one camera in front of Center Island or South Island only, I'm talking about everybody's islands, all the residents.

Mayor Singer It's my understanding and I'll confirm it after, that as the Town Manager mentioned, 98% of the town is under camera. I know on North Island when you go over the bridge there's a camera on that road that watches whether someone enters or exits the islands that's on north, center and south. Then I know in the cul de sacs there's cameras. And my understanding is that the cameras between the cul de sac and the ones on entering the exit the island cover 99% of the islands. But I don't want to say something that's not true. Let me check.

Ricardo Kassin (via Zoom) Would it be possible for me to go and see the new cameras what they look like on the cul de sac? Because I'm telling you, Mr. Mayor the center of the islands cannot be covered with the cameras on the cul-de-sac. If something happens, somebody gets run over at the at the intersections of where the bridges come into the island, you'll never find that.

Mayor Singer Safety and security is our main concern. Give us after the meeting. Tomorrow I will sit with the Town Manager and go over the camera situation again, and one of us will get back to you.

Ricardo Kassin (via Zoom) My second question, the IDs that we received, is that what is going to be used to open the gates?

Town Manager If you recently have come in and received a new ID, those are your key fobs. So, their ID is a fob, and those will open all of the pedestrian gates, gates at the pickleball courts, tennis courts, and the restrooms.

Keila Stiberman (via Zoom) My question is, when did the town close all of its gates? I think we had 4 different exits on A1A from Golden Beach drive. When were those exits closed for safety and security purposes?

Town Manager Let me just give a general statement because a lot of our residents don't actively participate in our town council meetings. Good and Welfare is an opportunity for the residents to express their positions and give statements. It is not a forum for us to have to answer questions or get into into back and forth. So we will gather your request and then we'll respond to you in writing. Good and Welfare forum is for an opportunity for our residents to express their positions, point out their questions, and we'll respond to them in writing.

Keila Stiberman (via Zoom) We would like to really discuss further, more exit points, not only for South Island, but for North Island as well. Maybe we can open up Verona. That would be a very easy no cost for our residents to exit through that road. And so that's something that we really want to look into. I don't think we're just happy with "No, it's not happening." We want to hear reasons why. We want to be able to have that opportunity. We would like to hear options.

Alan Benenson (via Zoom) I just want to comment about the amount of boats speeding on the Intracoastal that's out of control. Is there anything else you guys are considering? I know the State has not allowed to put a no wake sign to lower the boat speed. Just so you know that it's a continued problem. If there's anything that can be done to control the speeding boats behind Golden Beach, and if there's anything that's being done to control who's at the beach?

Town Manager I think it's important, because I love the amount of participation that we're having, and I'd love to see that the over 30 people that are on the on the zoom. I want to make sure that people aren't feeling offended or or cut off. The reason our good and welfare rules exist is we do have a full agenda. So when you hear us say time or cut speaker off, it's not because we don't value your opinion. In fact, we'd love to hear it. Please send them to us in writing. We're not trying to be rude or disingenuous. The reality is good and welfare is set aside for the residents to let us know what they're thinking with a very limited amount of time. So please, if anyone's offended by the time, or we seem like we're just brushing you off, the process is designed that way so that we could keep the agenda moving. We will let 100 people speak, but at the two minute mark. So I don't want anyone to feel that we're doing it because we're trying to silence your voice. That's not the case. These have been the rules, at least for the 17 years that I've been your manager, and it's just to keep the business moving forward.

G. MAYOR'S REPORT

We are going to approve the new millage rate of 8.4 mills. This is our 9th year in a row that the millage rate is staying the same. Our asset values have almost reached 1.9 billion dollars. That is affording the town to improve our infrastructure, to make the town additionally safe and to add amenities for the residents. Hats off to Maria and the Finance department and the Town Manager for putting together a great budget again this year. Very excited to present it at the next meeting to go over the budget. We were also able to receive about \$850,000 from Tallahassee to help with the infrastructure of the new Wellness Center. The Wellness Center is moving along. Tonight, we're going to receive a presentation on that. Your input was very much appreciated. The tennis and pickleball courts would have been completed two weeks ago if it wasn't for the weather. The tennis people can't work on the courts unless it is 100% dry. We're still in hurricane season; I can't urge the residents enough to be prepared, especially if you go away. School has started, I urge everyone, especially driving down Golden Beach Drive to not be on their cellphone, to go slow and to pay attention.

Our top priority is security. Call boxes have already been added. The camera project is moving along. We're adding the gates on the north and south side that will be deployed at sunset. That will deter people from walking along the coast at night. I think it's a big deterrent and added security especially for the beach residents. The drone will be a great addition to the police department, and I commend the police department and the chief for doing a phenomenal job.

Regarding the south gate being closed, just so everyone knows, it's not like we threw this at you overnight. We've been talking about closing the south gate for over a year. We've done research after research to maximize the security of this town. You have one entrance and one exit. This way you control everything. It makes everything safe. I understand that it's a little inconvenient because we've been spoiled. But when the Council and I and the Manager make a decision, it's what's best for the entire town. We do not favor the north side, the south side, or the beach residents. We do what's best for the community.

Regarding the neighborhood chat, we have to stop the misinformation. For example, during the summer a boat washed ashore with five immigrants; three were caught immediately and two

were eventually caught down south. Someone was calling me and saying there were 30 illegal immigrants running through town. It wasn't true. There were only five. I urge residents that if you ever have a question or concern, to call town hall. Call my cell; the number is provided to everyone. Same with the Council. The Town Manager and the Chief are available 24/7. I think the neighborhood chat is phenomenal for what it initially came out to be. The only thing I ask is don't put up information if you don't know. If you have a question, call; there's always someone to answer and help you out. Misinformation causes panic and chaos. If there is a major situation and the residents need to be aware, we're going to put it on the 911 reverse call.

Town Manager I'm sorry for interrupting, when we closed for Good and Welfare, we never asked if there were people on Zoom who wished to speak during Good and Welfare. So before the Council goes on, if we could allow the people on Zoom for Good and Welfare. We should go back to Good and Welfare and then go to Council.

H. COUNCIL COMMENTS

Councilmember Mendal I think the Mayor and the Town Manager already covered almost everything. So I just want to welcome everyone back from the summer. We have a very busy agenda starting now. I'm hoping that all the participation that we have here tonight translates to next month, where we have the budgets. So hopefully, everyone comes and participates there, too.

Councilmember Lusskin I don't want to belabor too much over the south gate, because we've actually talked about it ad nauseam. However, I think with some of the suggestions that the Mayor and the Town Manager put in, modifying the traffic on A1A, modifying the traffic on Golden Beach Drive, the times that we're doing it, I think may make a very significant difference in how long it takes to get out of the town. I think it's workable and we need to give that a chance. I feel a little saddened that everybody got so aggravated and up in arms in the 11th hour of this, because we work so hard at trying to be open and transparent. We feel we are totally transparent. We work so hard at being able to notify and keep our residents posted on everything that we're doing. I will always, whether it's the south gate, the north gate, whatever it is, always err on the side of safety. The Mayor mentioned this morning that now we have close to 400 kids in Golden Beach, and they are running all over town, the north end, the south end; the south end has always been busier than the north end, because there's more here. The park is here; the Civic Center, the old Town Hall, the Wellness Center are here. I just feel that opening up a gate and not being careful before we do anything, is just asking for trouble. I'm going to always err on the side of safety. I'm pleased to hear about the call box. I agree with the Mayor; kids don't look when they're out there, and people are in a rush in the morning. I'd rather have less opened than more to make sure that everybody is safe. I think, monitoring the foot traffic on the beach is a good idea and I know that our beach residents must be thrilled about that. I've had a few people on Ocean Boulevard call me, and I think I shared it with you, Chief. Occasionally there's walkers that go up and down, especially the sidewalk on A1A and they're opening up people's mailboxes and taking their mail. I'm not sure exactly what the solution is for that but I think it's something we got to think about. The other thing. I want to talk about is there is a piece of equipment that's relatively inexpensive for the police department, if they would look into it called Life Vac. Instead of the Heimlich maneuver. It's something you put over either an adult or a child that's choking. I think it's inexpensive, and I think that it might be something we might want to consider having in the police vehicles. I had a resident call me. We have a lot of electric cars here, and someone asked if we had the ability to put in a charging station that cost a little more. But I think it charges an electric car in 45 minutes or an hour. I don't know if it's possible, but I promised them I would bring it up and share it with the rest of the group. There was a time, I ran something called the Golden Beach Youth Leadership Group and it kind of fell out of fashion for a while. With 400 kids in the town, I think it's something I'd like to start again. So in one of the newsletters coming up, I'm going to put something in about the youth group. Parents can get involved, and it's a wonderful activity for the kids. I know everyone's in a rush last meeting. I didn't get the opportunity to thank Jisel, Michael and Lissette for always helping

me out for Memorial Day or Veterans Day. Last Memorial Day was excellent. They're always there to help me, and I want to thank them. The new motorcycle. I am totally in favor of that. I missed the old ones that we hadn't been using. I'm so glad to hear we're getting another one. I think it's the one way we can get out of town, no matter how much traffic there is, or what goes on in this world. The bomb dog is great.

Vice Mayor Einstein Because it is budget time, many residents have contacted me during the year. And they said, because our town is getting so much bigger, and we're getting so much more revenue, why is our budget, or why is our millage rate not going down? If they will look at our budget, if they look how we are spending our dollars, and if they will look at what the Manager, what the Mayor, and I think what all Council people have tried to address. We have tried to be frugal with the town's dollars, and how we spend them. We try in a very, very conscientious effort to monitor the spending of our dollars, and I invite the town to come look at our budget books.

I. TOWN MANAGER REPORT

Town Manager We have been able to lower millage rate 3 times over the last 9 years. Although our revenues have increased, know that we continue to do everything to bring in additional revenues. Like the Mayor mentioned earlier, just this past year, we brought in an additional \$850,000. Over the last 17 years that I've served as your Manager, we brought in close to 38 million dollars in free grants and dollars to our community. Even though this year's budget did see additional revenues, we have put in place a self-imposed set aside to grow our fund balance. We know that our values can plateau. We know that our values can change at any minute, so know that we don't go crazy on spending. Our 1st budget hearing is scheduled for September 10th at 6 PM here in the Town Council Chambers and our final budget hearing is scheduled for September 30th at 6 PM in Council Chambers and via Zoom. I encourage all of our residents to please go online and look at our 210-page budget that goes into detail on every dollar that is spent.

I want to let the residents know that we took very seriously the concerns that were addressed in June, during the town's flooding. And over the summer we deployed over 6 additional pumps throughout the community that have been strategically placed to make sure that we keep our community nice and dry. We've improved our stormwater capabilities and our stormwater response. Know that we hear you loud and clear when we impact your home. We want to make sure that we try to minimize the impact too. You know that climate change resiliency is a top priority for us, and we'll continue to do so. And in fact, tonight there's an item on the agenda that addresses that.

As the Chief has explained, we have continued to increase our police enhancements to make sure that we keep our community being the safest in South Florida.

I'd like to thank the 30 plus residents that showed up to today's Wellness Center Workshop, where we were able to hear from our architect, Mr. Eric Dempsey, and we're going to briefly go over that tonight. Wellness Center is on track.

As the Mayor mentioned, we love the active participation in the group chats. Administration is not a part of it, nor do we desire to be. We do like to hear the feedback that we get from our residents. But here's what's important for the residents to know when information is put out there and it's not factual, it puts all of our staff in a frenzy because we need to respond right? Please be cautious in not spreading misinformation. When I get a phone call from managers from other affluent communities in South Florida like Bal Harbour and Indian Creek and they ask what's going on in your city? It scares me because that means that what's going on in our group chat is spreading like wildfire. What I don't want is for a tool that's supposed to be a great avenue for us to communicate, to now cause, "Well is Golden Beach still the premier community in which to live in?" So just be measured in how you communicate because it does spill over. For those of you who have not signed onto Building Links, which does have a chat forum and a

resource library. If you do not sign up for Building Links, you will not be able to reserve our tennis courts or our pickleball courts. because the reservations of pickleball and tennis, and the beach pavilion and North Park and South Park, and eventually the town terrace and the town chambers is all through building links. So, if you have not signed up for building links, please see our Resident Services Director, Michael Glidden, or Jisel Krepp. When we go live with the tennis and pickleball courts you will need your ID so you can fob in and fob out.

We will have a Park Ranger program initiated as part of our next year's budget. They will add park attendance to make sure that only residents of Golden Beach are using our facilities, especially at night and on the weekend. As part of our Wellness Center program we're pleased to announce that starting October 1st, you're going to see more boot camp activities to make sure that we're all getting that pre workout ready for when we build the Wellness Center. So, starting October 1st, you'll see more bootcamp activities. We're going to be opening up the town employee gym for boot camp only to our residents.

I'd like to just remind the community what the new measures that we're taking as it relates to south gate. We will be prohibiting parking on Golden Beach Drive prior to 9 AM; no garbage activity prior to 10 AM on Ocean Boulevard; and no drop off pouring of concrete.

This year is an election year for the Town Council and for our nation. Your polling place is not Civic Center. Please make sure that you go to the Sunny Isles City Hall to vote for this year's November 5th election. We have requested from the Department of Elections to please make this a permanent polling location for all elections for our residents, and we have offered to pay for that, so that our residents could just come to our facility and be actively involved in our nation's democracy. As it relates to the Town Council, our elections are held in February. The qualifying period will be December 30th through January 6th.

Mr. Mayor, your staff worked around the clock this summer to make sure that we met all of the expectations that our community have set forth. Our executive team, led by myself, your Manager, and our Assistant Town Manager, Linda Epperson, Lissette Perez, our Town Clerk, our Chief of Police, Rudy Herbello, and of course our Finance Director, Maria Camacho, really worked together to make sure that we sharpen our pencils and have a very detailed budget that we're going to be pleased to announce. And of course, all our director staff members, Lissett, Rovira, Kirk McKoy, Michael Glidden and all our staff members have worked hard.

J. TOWN MAJOR PROJECTS REPORT/UPDATE

- Wellness Center Committee Workshop Update and Presentation – see attached document

Town Manager We had an excellent workshop with over 30 residents who participated. Over the last five years, because this process started before we started the Civic Center, and when we hired Perkins and Wills to look at the space allocation for our community. We looked at how we can evolve? And then we asked our residents, would you be willing, so long as we did not increase your millage rate? Would you be willing to allow us to take on an additional 7 million dollars in debt so that we can build you a wellness center and make improvements throughout the community? As you know, as part of our reimagined Tweddle Park, after 13 different space allocation and drawings of the of the city, and the council voted, and we applied for money from the State, to make this the site for our new wellness center. As you see, Golden Beach Drive gets closed because our tot lot and our wellness center is being built above the existing Town Hall location in Golden Beach Drive. Here's the other thing, we went out to bid, and we said, we want to see who the best and brightest architects in South Florida are to give us a proposed design for our wellness center, and after 7 committee meetings and 2 Town Council meetings we ended up with Eric Dempsey, who is the architect of record for this facility. And here's what we asked our residents. We asked you, through a series of surveys and through public participation, to give us what exactly you wanted. And then we said, how can we give them

what they want? And here's where we are. So the proposed Wellness Center is an approximately 11,000 square foot facility that has 2 tiers. There's a ground level and an above ground level. Remember, we told our residents that we will be tearing down the Children's Pavilion in Tweddle Park, or now reimagined Tweddle Park, and making sure that that's incorporated into our wellness center design. And here's where we took it one step further. If you have an event, we will now have a climatized base underneath the facility with retractable walls that will allow us to climatize that area. So, if you're having a birthday party in the middle of September. You don't have to suffer the Florida climate. In addition to that, on the 1st floor, by having partitioned walls, we'll be able to have a game space or community space with TVs foosball, whatever the equipment is, so that our residents can enjoy. No, you cannot reserve both for parties. We will always maintain the integrity of having our community center open while events are going on. No, you cannot have DJs and have big parties. Yes, the Town Council will set all the rules. But the idea is that the pavilion that we have in Tweddle Park today be incorporated underneath the facility with restrooms that service the outside with an area that we can make sure facilitates the need of our parks. A tot zone, kid zone private, so they can crawl, row, bounce, and not be affected on the second floor. Which is why we decided to go and ask our residents to build a facility for you. Both mental and physical wellness is important to our community, as you can see, with Bowie joining our team. On the second floor, we're giving you 37,000 square feet of open space for fitness. We are going to go out to bid and ask fitness companies who actually sell equipment to lay out the equipment. But on the second floor along the west wall, there's an area dedicated to that private, quiet area. Let's do Zumba; let's do yoga; let's do Pilates; let's do group dynamics; let's do mommy and me, so there'll be acoustical panels that keep that whole area quiet with a beautiful balcony to overlook the park. Of course, some of our residents, and our council directed us, could they take a quick shower if they don't want to go, wake up their husbands or their wives. Going back to the gym. We have 3 bathrooms on the second floor, with their executive bathrooms with showers. The idea is that the primary focus of the design is give you an amazing wellness center that you could cancel your memberships. You come to our facility. You can only come with a fob. It will be staffed during operational hours. The Council will decide if you can come in at 3 in the morning on your own. But the idea is, can we give you a beautiful building that gives you more than what you asked for? Saunas, steam rooms, massage parlors have always been off the table. We don't have the resources, nor do we have the liability of having those spaces, but by being able to provide you a retractable system on the 1st floor to climatize that party space for our children's parties, I think that we've given you more than what you've asked for.

- Closed Circuit Television (CCTV) Update

Town Manager We added another 5 poles on the intracoastal and only missing 2 on A1A and missing 6 or 7 on Ocean Blvd. We're going to start removing a lot of the empty poles. But if you look around town, there's a bunch of new polls with cameras. The CCTV system is about, 70% in. And that's a rough number. Our CCTV new system has already allowed us to apprehend people.

- Re-Imagined Tweddle Park Update

Town Manager Because it has been a very active, rainy season, the courts aren't quite ready yet. As soon as those courts are dried, we can actually paint the actual surfaces and install the cushion court.

- Pump Station #1 Update

Town Manager as you have noticed, we have officially closed Golden Beach Drive so we can actually begin opening the trenches to install pump station number one, a 1.2 million dollar project that our residents only paid \$10,000 for, to make some improvements to Pump Station number one in Tweddle Park.

K. TOWN ATTORNEY REPORT

None

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

- 1. A Ordinance of the Town Council Amending the Town’s Code of Ordinances, Chapter 46 “Waterways”, Article VI, Section 46-81 to Allow for Repairs, Reconstruction or Replacement of Legal Non-Conforming Seawalls.**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES BY REVISING ARTICLE VI “SEAWALLS AND DOCKS”, SECTION 46-81, “EXTENSION OF SEAWALL INTO WATERWAYS”, WITHIN CHAPTER 46 “WATERWAYS”, TO ALLOW FOR THE REPAIRS, RECONSTRUCTION OR REPLACEMENT OF LEGAL NON-CONFORMING SEAWALLS WHICH ENCROACH INTO WATERWAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 605.24

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 605.24

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

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

The motion passed

Town Attorney A number of homes that have been originally built within the town are waterfront, that have sea walls which actually extend beyond their rear property line into the water. Those people who are coming in to replace those seawalls, we have made those people come through a variance to allow an encroachment simply to replace an existing condition. This eliminates that problem and doesn't force somebody to go through several months of a process to get a variance simply to put it back in place at the same location as seawall. So that's what this does. It cleans up the process. It makes it a little bit easier on our residents, who don't have to apply for a variance for all of which have been previously approved.

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

2. Official Minutes of the June 18, 2024 Regular Town Council Meeting

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

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

The motion passed

3. A Resolution of the Town Council Approving a Joint Project Agreement with the State of Florida Department of Transportation 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.3
Resolution No. 2955.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2955.24

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

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

The motion passed

4. A Resolution of the Town Council Authorizing the Purchase of One Ford F-150 for the Public Services Department.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF ONE FORD F-150 FOR THE PUBLIC SERVICES DEPARTMENT, AND AUTHORIZING THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No.4
Resolution No. 2956.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2956.24

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

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

The motion passed

5. A Resolution of the Town Council Authorizing the Purchase of One Police Motorcycle Vehicle.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING PARTICIPATION IN A LEASE AGREEMENT FOR ONE POLICE MOTORCYCLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No.5
Resolution No. 2957.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2957.24

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

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Absent</u>

Councilmember Judy Lusskin Aye
Councilmember Jaime Mendal Aye

The motion passed

6. A Resolution of the Town Council Authorizing the Purchase of a Skydio X-10 Drone for the Police Department.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF A SKYDIO X-10 DRONE TO ASSIST POLICE IN ENHANCING THEIR SECURITY RESPONSE CAPABILITIES; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No.6
Resolution No. 2958.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2958.24

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

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

The motion passed

7. A Resolution of the Town Council Authorizing the Purchase of a Software Program to Assist the Residential Construction Department with Permitting, Licensing and Code Enforcement Operations.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF THE SMARTGOV SOFTWARE PROGRAM, PROVIDED BY GRANICUS, TO ASSIST THE RESIDENTIAL CONSTRUCTION DEPARTMENT WITH PERMITTING, LICENSING AND CODE ENFORCEMENT OPERATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No.7
Resolution No. 2959.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2959.24

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

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

The motion passed

P. TOWN RESOLUTIONS

8. A Resolution of the Town Council Ratifying the Maximum Proposed Millage Rate for F/Y 2024-2025.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2024-2025 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. 8
Resolution No. 2960.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2960.24

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

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

The motion passed

Mayor Singer Hats off to everyone involved in this process. Kudos to Town Manager and finance team. Urge everyone to grab a budget report. We, as a city, are very fortunate that our values have gone up, and we're very fortunate because I can't emphasize the phenomenal job these guys did, putting the budget together, because keeping the millage rate in this environment is a true feather in your cap.

9. A Resolution of the Town Council Accepting the Benefit Proposal 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 THE STANDARD INSURANCE; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2961.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2961.24

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

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

The motion passed

Town Manager We're moving from Mutual of Omaha to Standard for savings and a better program.

10. 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. 10
Resolution No. 2962.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2962.24

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

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

The motion passed

Town Manager As you know, health insurance costs just continue to skyrocket and balloon throughout South Florida and throughout the nation. Over the course of the summer we went out to bid, and tried to get solicitations from different brokers to make sure that we offer the best insurance offerings to our employees by providing better plan design and by trying to minimize our premiums. We did receive over 20 different plan designs. I want to recommend Ms. Nunzio to stand up. We're going to be recommending that we move all of our business to Christine, who has been working with the town for many years, because she was able to actually get us a 12% reduction to our premiums by giving us better offerings with United Healthcare. We are offering two buy ups this year. The overall savings to the town is a 12% for current premiums and the 12% that is in the budget for insurance, now goes into our reserves. So great job to Christine, and I just want to give my hats off to Elena Cheung, who's our HR Coordinator who really was working behind the scenes and looked at all the plans and get them all together and make sure that people weren't trying to pull wool over our eyes. We believe that this plan design is one of the best plan designs that we've seen, and the fact that we're able to offer premium reductions to our employees by giving them a better program with more offerings. Mayor, I recommend for approval. Open enrollment will be on September 10th.

11. A Resolution of the Town Council Increasing the Stormwater Utility Fees.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, INCREASING THE STORMWATER UTILITY FEES EFFECTIVE OCTOBER 1, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 11
Resolution No. 2963.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2963.24

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

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

Councilmember Jaime Mendal Aye

The motion passed

Town Manager Back in 2013, we asked for the Council to increase its stormwater fee for the 1st time since 1997, and at that time the administration recommended that we have annual increases to our stormwater fee to continue to meet the needs of the operational cost of our system. After a 13-year hiatus in not increasing fees, we have no choice but to recommend a fee increase to your stormwater. As you know, your stormwater fee is collected on your water bill. We're recommending to go from \$50 to \$150 a month billed quarterly starting first quarter of 2025. But this fee is needed to help offset the stormwater utility costs, and also, at the request of our credit rating to make sure that we don't have a downgrade in our rating. So this fee is long overdue, and we have been asking the residents, and we've been informing residents about this fee for over 13 years, and I recommend approval.

12. A Resolution of the Town Council Appointing One Trustee to the Town of Golden Beach Employees Pension Board of Trustees.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPOINTING ONE TRUSTEE TO THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN BOARD OF TRUSTEES; PROVIDING FOR TERM OF APPOINTEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12
 Resolution No. 2964.24

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2964.24

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

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

The motion passed

Mayor Singer Isaac Mendal is the appointee and I really appreciate him taking this position.

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Bernard Einstein:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

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

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:40 p.m.

Respectfully submitted,

Lissette Perez

Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

6

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2971.24- Authorizing and Approving the payment of \$5,000.00 to the Women's Breast and Heart Initiative for the 13th Annual Breast Cancer Golf Tournament**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2971.24 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 13th Annual Breast Cancer Golf Tournament will be held on Friday, October, 4th at the JW Marriott Turnberry Resort Soffer Golf Course 19999 West Country Club Drive, Aventura, Florida 33180.

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 \$5,000.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2971.24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$5,000.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE 13TH 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 \$5,000.00 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 \$5,000.00 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 Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

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

this 30th day of September, 2024.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



INVOICE

INVOICE #1541
DATE: JUNE 25, 2024

14125 NW 80 Avenue, Suite 306
Miami Lakes, FL 33016
Phone (305) 825-4081 Fax (305) 825-4082

TO:

Mayor Glenn Singer
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Fl. 33160

1	<p>2024 B Fore Pink Golf Tournament – Diamond Sponsor</p> <ul style="list-style-type: none"> • Corporate foursome of golf • Logo recognition in tournament advertisement • Tee signage • Opportunity to distribute corporate products and advertisement • Corporate logo displayed on WBHI website with link for one year • 6 V.I.P. Reserved seating at awards ceremony (includes cocktails, lunch, auction, and entertainment) 		\$5,000.00
TOTAL DUE			\$5,000.00

Make all checks payable to The Women's Breast & Heart Initiative, Florida Affiliate
If you have any questions concerning this invoice, contact Marcos Padron Phone #: (305) 825-4081,
Email: marcos@flbreasthealth.com

The Women's Breast & Heart Initiative, Florida Affiliate is a 501 (c) 3 organization. Gifts are tax-deductible to the extent allowed by the law. Your federal income tax deduction for this gift is the amount of your contribution less the value of the benefits received. Please consult a tax advisor if you have questions about charitable tax deductibility.

THANK YOU FOR YOUR SUPPORT!



B Fore Pink Annual Golf Tournament

Join the event host committee, Chairman Tim West and Co-Chair Wayne Rinehart in support of breast cancer prevention and early detection by participating in the Women's Breast & Heart Initiative's 13th annual B Fore Pink Golf Tournament, the JW Marriott Turnberry Resort – Soffer Golf Course.

With a mission to beat the odds of breast cancer, the nonprofit provides disease prevention & early detection while removing the barriers that prohibit at risk and low-income women with the resources necessary to have a fighting chance!

The color Pink represents breast cancer. Please join golfers, and community stakeholders for a fabulous day on the links to provide critical resources to help reach women b fore they turn Pink.

Contact us at 305-825-4081 or info@flbreasthealth.com to learn more.

FRIDAY, OCTOBER 4, 2024

**JW Marriott Turnberry Resort Soffer Golf Course 19999 West Country
Club Drive Aventura, Florida 33180**

Call 305-825-4081 for more information.



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

**Subject: Resolution No. 2972.24 - Approving a Mutual Aid Agreement
between the Town and the South Florida Financial Crime
Strike Force**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2972.24 as presented.

Background:

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

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

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2972.24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE SOUTH FLORIDA FINANCIAL CRIME STRIKE FORCE AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

immediately upon approval of the Town Council.

Sponsored by Town Administration

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 30th day of September 2024.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

8

**Subject: Resolution No. 2973.24 - Approving a Mutual Aid Agreement
with the Sunny Isles Beach Police Department**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2973.24 as presented.

Background:

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

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

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2973.24

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

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

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

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

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

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

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

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

immediately upon approval of the Town Council.

Sponsored by Town Administration

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 30th day of September 2024.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT BETWEEN THE CITY OF SUNNY ISLES BEACH
POLICE DEPARTMENT AND THE TOWN OF GOLDEN BEACH POLICE
DEPARTMENT**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Agreement") is made between the **City of Sunny Isles Beach, Florida**, a Florida municipal corporation, having its principal office at 18070 Collins Avenue, Sunny Isles Beach, Florida, and the **Town of Golden Beach, Florida**, a Florida municipal corporation, having its principal office at **100 Ocean Boulevard**, and states as follows:

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

WHEREAS, there exists a continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the City of Sunny Isles Beach Police Department ("SIBPD") and the Town of Golden Beach Police Department ("_____"); and

WHEREAS, SIBPD and GBPD must ensure the preparation of SIBPD and GBPD will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Sunny Isles Beach, Florida and the Town of Golden Beach, Florida; and

WHEREAS, the City of Sunny Isles Beach, Florida and the **Town of Golden Beach, Florida** have the authority under the Florida Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a Mutual Aid Agreement for law enforcement services, which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the City of Sunny Isles Beach, a political subdivision of the State of Florida, and the **Town of Golden Beach**, a political subdivision of the State of Florida, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Provisions for Voluntary Cooperation:** SIBPD and **GBPD** hereby approve and enter into this Agreement whereby each of these agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across

jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- A. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sunny Isles Beach, Florida, and the Town of Golden Beach, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.
- B. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sunny Isles Beach, Florida, and the Town of Golden Beach, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- C. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Sunny Isles Beach, Florida, and the Town of Golden Beach, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- D. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- E. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sunny Isles Beach, Florida, and the Town of Golden Beach, Florida, for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer

may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

2. Provisions for Operational Assistance: SIBPD and **GBPD** hereby approve and enter into this Agreement whereby each of these agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

- A. Joint multi-jurisdictional criminal investigations.
- B. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- C. Any natural, technological, or manmade disaster.
- D. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- E. Terrorist activities including, but not limited to, acts of sabotage.
- F. Escapes from or disturbances within detention facilities.
- G. Hostage and barricaded subject situations, and aircraft piracy.
- H. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.
- I. Enemy attack.
- J. Transportation of evidence requiring security.
- K. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.

- L. Security and escort duties for dignitaries.
- M. Emergency situations in which one agency cannot perform its functional objective
- N. Incidents requiring utilization of specialized units, e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene, marine patrol enforcement or investigation, and police information.
- O. Joint training in areas of mutual need.
- P. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- Q. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.
- R. DUI checkpoints.
- S. Off-duty details/special events.

3. Procedure for Requesting Operational Assistance:

- A. In the event that SIBPD or **GBPD** is in need of assistance, the Chief of Police, or designee, of the police department requiring assistance shall notify the agency from which such assistance is requested. The Chief of Police, or designee, whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate. This authority may be granted either verbally or in writing as the particular situation dictates.
- B. SIBPD and **GBPD** agree to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

- C. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.
- D. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
- E. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.
- F. Agency Heads of SIBPD and **GBPD**, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

4. Command and Supervisory Responsibility:

- A. Command: The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.
- B. Conflicts: Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.
- C. Handling Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

- i. The identity of the complainant;
- ii. An address where the complaining party can be contacted;
- iii. The specific allegation; and
- iv. The identity of the employees accused without regard as to agency affiliation.

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

5. Powers, Privileges, Immunities, and Costs:

- A. All certified law enforcement employees, as defined in Chapter 943, Florida Statutes, of SIBPD and GBPD, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, works compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions with the territorial limits of the

employing agency shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid, volunteer, reserve, and auxiliary employees.

- E. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
6. **Liability:** Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Mutual Aid Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.
7. **Insurance:** Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.
8. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under Sections 932.701 - 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the provisions of the Florida Contraband Forfeiture Act, less the cost and attorney's fees associated with the forfeiture action. The requesting agency shall be responsible for the prosecution of and resolution of any forfeiture action, unless otherwise agreed to by the parties. The agency prosecuting the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action. The municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture, with the written authorization of the Chief of Police and the legal counsel for each municipality/agency.
9. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

10. **Effective Date and Duration:** This Agreement shall be in effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2028. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

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

AGREED AND ACKNOWLEDGED this ____ day of _____, 2024.

Larisa Svechin, Mayor
City of Sunny Isles Beach, Florida

Alexander Diaz
Town Manager
Town of Golden Beach, Florida

ATTEST:

ATTEST:

Mauricio Betancur, City Clerk
City of Sunny Isles Beach, Florida

Lissette Perez, Town Clerk
Town of Golden Beach, Florida

Edward Santiago
Chief of Police
Sunny Isles Beach Police Department



Rudy Herbello
Chief of Police
Golden Beach Police Department

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Alain E. Boileau, City Attorney
City of Sunny Isles Beach, Florida

Stephen Helfman Town Attorney
Town of Golden Beach, Florida



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

To: Honorable Mayor Glenn Singer &
Town Council Member

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2974.24 Renewal of Contract for David Caserta Government Relations, Inc.**

Item Number: <u>9</u>

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2974.24 as presented.

This resolution approves the contract with David Caserta Government Relations, Inc., for Fiscal Year 2024/2025.

Background:

The Town has had an existing relationship with David Caserta Government Relations, Inc. since February 22, 2005. David Caserta Government Relations, Inc. was retained as an independent consultant to assist the Town in its government relations efforts at the State Level. Mr. Caserta has been instrumental in securing funds for our Capital Projects and has served as our voice on legislative matters.

We recommend that we retain his services for an additional year.

Fiscal Impact:

The funds for these contracts were approved during the budget process. For Fiscal Year 2024/2025 the amount is \$51,000.00, plus expenses.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2974.24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING NOVEMBER 1, 2024 THROUGH OCTOBER 31, 2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town wishes to enter a new agreement for consulting services with David T. Caserta Government Relations, Inc. (the "Consultant"), for the period of November 1, 2024 through October 31, 2025 which is attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the Town Council finds that the engagement of David T. Caserta Government Relations, Inc. under the terms of the Agreement 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. New Agreement. That the Agreement attached hereto as Exhibit "A" is hereby approved, and the Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. The Mayor and Town Manager are authorized to

take any and all action necessary to implement and enforce the purposes of this Resolution and the Agreement on behalf of the Town.

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

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 30th day of September, 2024.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

CONSULTING AGREEMENT

This Agreement for services is entered into this 1st day of November 1 2024 by and Between Town of Golden Beach (Town @ One Golden Beach Drive, Golden Beach, Florida 33160) and David Caserta Government Relations, Inc., (Consultant@ 7850 NW 146th Street #508, Miami Lakes, Florida 33016).

WHEREAS, Town is a municipal government located in Miami-Dade County; and

WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government action. Consultant's services are limited to providing the above stated service and Consultant is

not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2024 and end on October 31, 2025.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Fifty One Thousand Dollars (\$51,000.00) for services. Fee shall be payable as follows;

- \$4,250.00 payable on November 1, 2024.
- \$4,250.00 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2025, unless a written extension is authorized by all parties.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to \$4,000, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or representatives of the other. Consultant's are independent contractors and shall not be liable in

any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assume no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Town may terminate this Agreement at

anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies. Should the Town terminate this Agreement for any reason, after legislative session commences, it will compensate Consultant for the unpaid balance of Consultant's fee remaining on this agreement.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the

parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

David Caserta Government Relations, Inc.

By: _____
David Caserta, President (Consultant)

Town of Golden Beach,
through its Town Manager

By: _____
Alexander Diaz, Manager

(Town Seal)



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160


MEMORANDUM

Date: September 30, 2024

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

10

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2975.24 – Amending Eligibility Criteria for
Continuation of Health Insurance Benefits for Council Members**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2975.24 as presented.

Background:

This Resolution ensures that residents of our Town who seek and serve in an elected role for a period of two full terms as Council Members, or a total of 8 years, shall have continuation of their Town sponsored health insurance so long as they choose to participate.

This benefit is being offered in recognition of the members' service to the Town.

Fiscal Impact:

No Change to the existing commitments the Town is obligated to providing.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2975.24

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA; PROVIDING FOR THE PROVISION OF HEALTH INSURANCE BENEFITS FOR CURRENT AND RETIRED TOWN COUNCILMEMBERS AND THEIR ELIGIBLE DEPENDENTS UNDER THE TOWN'S GROUP HEALTH INSURANCE PLAN; PROVIDING FOR MODIFIED ELIGIBILITY REQUIREMENTS; PROVIDING CRITERIA FOR VESTED RIGHTS IN CONTINUED PARTICIPATION IN TOWN INSURANCE PLAN AT THE EXPENSE OF THE TOWN; SUPERCEDING ALL PRIOR RESOLUTIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 10, 2010, the Town Council adopted Resolution No. 2085.10 authorizing Councilmembers and their eligible dependents to participate in the group health insurance plan that is offered to Town employees (the "Plan") in the same manner as Town employees, provided that cost of participation in the Plan was paid solely by the Councilmember electing to participate; and

WHEREAS, Resolution No. 2085.10 further authorized Councilmembers and their eligible dependents to continue their participation in the Plan by upon their retirement; and

WHEREAS, on February 19th, 2013, the Town Council adopted Resolution No. 2290.13, providing that the Town would pay for the cost of the participation of Councilmembers and their eligible dependents in the Plan to the same extent that the cost was paid for general Town employees; and

WHEREAS, on April 19, 2016 this Council adopted Resolution No. 2448.16, providing that the Town would pay for the cost of the participation of retired

Councilmembers and their eligible dependents in the Plan if the Councilmember has served a minimum of ten years in office; and

WHEREAS, on May 24, 2016, the Town Council adopted Resolution No. 2451.16 providing that “Qualified Retired Councilmembers” must have completed eight (8) years in office to be eligible for coverage; and

WHEREAS, in accordance with Section 166.021, Fla. Stat. and s. 2(b), Art. VIII of the State Constitution, municipalities have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, this Council has determined that the provision of Town sponsored health insurance benefits to serving and Qualified Retired Councilmembers incentivizes a greater pool of qualified candidates to participate in the governance of the Town, and as such serves a valid and important municipal purpose; and

WHEREAS, this Council desires to clarify the parameters of the participation of both serving and retired Councilmembers and their eligible dependents in the Plan.

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. Participation of Councilmembers and their dependents in the Plan. That to the extent that coverage is available, Town Councilmembers (including the Mayor) and eligible dependents are hereby authorized to participate in Plan in the same

manner as general Town employees. “Eligible Dependents” shall include those dependents authorized to participate in the Plan by the insurer providing the Plan. The election to participate in the Plan shall be made at the discretion of each individual Councilmember.

Section 3. Participation of Retired Council Members and their dependents in the Town’s Group Health Insurance Plan; Eligibility. That to the extent that coverage is available, Councilmembers that have completed a minimum of eight (8) years in office and are no longer in office (“Qualified Retired Councilmembers”) and their Eligible Dependents are hereby authorized to participate in the Plan in the same manner as general Town employees. A Qualified Retired Councilmember shall be eligible to participate in the Plan commencing on the date that s/he leaves office.

Section 4. Payment of Cost Plan Participation Costs. The Town shall pay for the cost of participation in the Plan by all Councilmembers and their Eligible Dependents to the same extent that the Town pays for the cost of participation by the Town’s general employees in the Plan. The Town shall pay for the cost of participation in the Plan by Qualified Retired Councilmembers and their respective Eligible Dependents to the same extent that the Town pays for participation of the Town’s general employees in the Plan. In the event that the Town amends the manner in which it pays for the participation of general employees in the Plan the manner in which the Town pays for the participation in the Plan by Councilmembers and/or Qualified Retired Councilmembers shall be amended accordingly.

Section 5. Vested Right To Participate in the Plan, Payment of Costs. That in the event that the Town Council elects to disallow participation in the Plan by, or elects to

cease payment of the cost of participation in the Plan by Councilmembers, Qualified Retired Councilmembers and/or their Eligible Dependents as provided in Section 4 of this Resolution, those Qualified Retired Councilmembers and their respective Eligible Dependents who are enrolled in the Plan on the effective date of the Town Council action disallowing participation in the Plan and/or payment of the cost of participation in Plan (the "Termination Date") shall be deemed to have a vested right to continue participation in the Plan and the Town's payment of the cost of participation. Councilmembers and Qualified Retired Councilmembers who are not enrolled in the Plan on the Termination Date shall not have a vested right to participate in the Plan or to the Town's payment of the cost of participation in accordance with Section 4 of this Resolution.

Section 6. Implementation. The Town Mayor and Town Manager are hereby directed to take all steps necessary to implement this Resolution, including the execution of the Proposal.

Section 7. Effective Date and Superseding Effect. This Resolution shall be effective immediately upon adoption. This Resolution shall supersede all prior resolutions set forth in the Recitals above.

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 30th day of September, 2024.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

To: Honorable Mayor Glenn Singer and
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2976.24- Awarding the Auditing Services
Project to Caballero Fierman Llerena & Garcia, LLP**

Item Number:

11

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2976.24 as presented.

Background:

Earlier this month we were informed that the Town's current auditors were no longer able to perform the Town's General Financial Town's Pension annual audit.

In ensuring that we are able to provide a timely audit for the Fiscal Year ending September 30, 2024 the Mayor, Finance Director and I met to evaluate the proposals and held interviews with Enrique Llerena, CPA Partner with Caballero Fierman Llerena & Garcia, LLP and after careful consideration, we feel that it is the Town's best interest to contract Caballero Fierman Llerena & Garcia, LLP while we formulize our options moving forward.

As such, I ask that you approve the attached Engagement Letter which calls for a one-year engagement.

Fiscal Impact:

Approximately \$58,500 (our average cost for the financial audit by the existing firm) funds have been allocated as part of the FY 2024-2025 Operating Budget.

TOWN OF GOLDEN BEACH

RESOLUTION NO. 2976.24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING CABALLERO FIERMAN LLERENA & GARCIA, LLP FOR INDEPENDENT EXTERNAL AUDITING SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the “Town”) wishes to engage an independent auditor to provide external auditing services (the “Services”); and

WHEREAS, the Town Council desires to select the Caballero Fierman Llerena & Garcia, LLP (the “Consultant”) to perform the Services and authorize the Town Manager to negotiate an agreement, in substantially the form attached hereto as Exhibit “A,” with the Consultant for the fiscal year ending September 30, 2024; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Selection. That the Town Council hereby selects the Consultant for the Services.

Section 3. Authorization. That the Town Council hereby authorizes the Town Mayor to execute the Agreement, in substantially the form attached hereto as Exhibit “A”,

subject to the final approval of the Town Attorney as to form, content, and legal sufficiency.

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

Sponsored by **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of September 2024.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

STEPHEN J. HELFMAN
TOWN ATTORNEY



Accountants
Advisors

September 15, 2024

Town Council and Town Manager
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP (“We”, “our”, the “Firm”, or “us”)

We are pleased to confirm our understanding of the services we are to provide Town of Golden Beach, Florida (the Town) for the fiscal year ending September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the fiscal year ending September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Town’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Changes in the Town’s Net Pension Liability and Related Ratios
- 4) Schedule of Town Contributions
- 5) Schedule of Investment Returns
- 6) Schedule of Changes in Total Other Post-Employment Benefits (OPEB) Liability and Related Ratios

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors’ report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud
- Management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed

to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to *AICPA Professional Standards*, AT-C Section 315 regarding the compliance of the Town with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

Other Services

We will also assist in preparing the financial statements and related notes of the Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your

responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Caballero Fierman Llerena & Garcia, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Caballero Fierman Llerena & Garcia, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by you or a federal/state agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Enrique Llerena, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be 85% of our standard hourly rates. Our standard hourly rates are:

Partner	\$ 450
Senior Manager	\$ 350
Manager	\$ 300
Supervisor	\$ 220
Senior	\$ 185
Staff	\$ 165

We estimate our fee to be \$58,500 for the fiscal year ending September 30, 2024. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the Town and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the Town and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

WE AND THE TOWN EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE TOWN.

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the Town and our relationship with the Town shall be governed by the laws of the State of Florida. In any litigation brought either by us or the Town, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

Our audit is intended for the benefit of the Town. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

If you intend to publish or otherwise reproduce the financial statements together with our report (or otherwise make reference to our Firm) in a document that contains other information, you agree to provide us with a draft of the document to read and comment on before it is printed and distributed.

Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our auditors' report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.

With regard to the electronic dissemination of the audited financial statements, including financial statements published electronically on a website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Further, you hereby authorize Caballero Fierman Llerena & Garcia, LLP to electronically submit to your employees or to others as you may request or as may be necessary to perform our engagement, any financial statements, workpapers, and other information related to our services under this agreement. By your signature below, you acknowledge and agree to indemnify, defend, release, hold Caballero Fierman Llerena & Garcia, LLP and our personnel harmless from any damages, claims, liabilities, losses, and costs (including fees and costs of counsel and any expert each of our own choosing through all trial and appellate levels) whatsoever that might be caused by the electronic transmission or submission of this data.

As a result of the services we provide to you pursuant to this letter, and/or as a result of our prior or future services to the Town, we and/or our personnel may be required or requested to provide testimony, information or documents (pursuant to a subpoena, court order, or other legal process) to you or a third-party in connection with a legal, arbitration or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed part of this engagement and we shall be entitled to compensation for our time (at our then current

hourly rates) and reimbursement for all of our out-of-pocket expenditures (including legal fees and costs of counsel of our own choosing through all trial and appellate levels) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Because of the importance of your representations to the effective performance of our professional services, you will release us and our personnel from any claims, liabilities, costs, and expenses relating to our services under this engagement and engagement letter attributable to any written and oral misrepresentations made to us and our personnel by you. The provisions of this paragraph shall apply regardless of the form of action, proceeding, investigation, demand, damage, claim, liability, cost, expense, settlement, judgment, fine, penalty, similar award or sanction, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise. In the event that we are or may be obligated to pay any cost, liability, loss, settlement, judgment, fine, penalty or similar award or sanction, including without limitation, reasonable attorneys' and expert's fees and expenses (at all trial and appellate levels) as a result of a claim, demand, investigation, or other proceeding (in court, arbitration or otherwise) instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify, defend, release, and hold us and our personnel harmless against all such obligations.

You acknowledge that we must have sufficient time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. Should we not receive such information and assistance from you with sufficient time to complete our engagement procedures, then you acknowledge that we can give no assurances that our engagement will be completed prior to the date it may be required.

You agree that our maximum liability to you or any third party for any negligent errors or omissions committed by us in the performance of this engagement will be limited to the amount of the fees for this engagement, except to the extent determined to result from strict liability, or our gross negligence or willful misconduct.

In no event will either you or our firm be liable to the other for any special, indirect, incidental, or consequential damages in connection with or otherwise arising out of this engagement and engagement letter, even if advised of the possibility of such damages. In no event shall either you or our firm be liable for exemplary or punitive damages arising out of or related to this engagement and engagement letter.

You agree that you will not, directly or indirectly, agree to assign or transfer any claim against us or our personnel arising out of this engagement to anyone.

You may request that we perform additional permissible services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue under the same terms and conditions as those covered by this engagement letter.

This engagement letter reflects the entire agreement between the Town and us relating to the services to be rendered by us. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral, except as specifically recited in this engagement letter. If any portion of this engagement letter is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this engagement letter shall remain in effect. Any material changes or additions to the terms set forth in this engagement letter will only become effective if evidenced by a written amendment to this engagement letter, signed by all parties. The agreements of the Town and us contained in this engagement letter (including any defense, release, indemnification, and hold harmless provisions) shall survive the completion or termination of this engagement and/or this engagement letter.

Reporting

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the Town Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing*

Standards in considering the Town's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail may be considered an original signature. Counterpart signatures are acceptable. By acknowledging acceptance of the terms of this engagement, each of the person(s) who has executed this engagement letter, below, represents and warrants that each such person has the authority from the Town to employ us on the terms and conditions set forth herein.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

This engagement letter is renewable upon mutual agreement.

Very truly yours,

Enrique Llerena, CPA
Partner
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of Town of Golden Beach, Florida.

Signature: _____

Title: _____

Date: _____



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

12

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2977.24 – Sole Source Purchase of Sound Blankets for an Amount not to Exceed \$34,200.00

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2977.24 as presented.

Background:

It is requested that the Town Council authorize the “Sole Source” purchase of Sound Seal VIVID Sound Blankets for an amount not to exceed \$34,200.00. The sound blankets will provide noise abatement and relief for the homes closest to the Town’s new pickle ball courts. The sound blankets selected, by this Council, are manufactured by eNoise Control; thus the need for a sole source purchase.

Financial Impact:

The purchase price will not exceed \$34,200.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2977.24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF VIVID SOUND BLANKETS FROM SOUND SEAL IN AN AMOUNT NOT TO EXCEED \$34,200; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase sound seal VIVID sound blankets from eNoise Control to provide noise abatement and relief for the homes closest to the Town's new pickle ball courts; and

WHEREAS, the cost to the Town to purchase sound seal VIVID sound blankets will not exceed a total of \$34,200; and

WHEREAS, in accordance with Section 2-275(2) of the Town Code, the Town Manager has certified that sound blankets are sold by eNoise Control, the sole domestic provider of sound blankets, and that therefore, competitive bidding is not possible; and

WHEREAS, the Town Council hereby waives requirements of the Town's competitive bidding procedures; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

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. Purchase Authorized. The expenditure of funds in an amount not to exceed \$34,200 for the purchase of Sound Seal VIVID Sound

Blankets 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, and the Mayor is authorized to execute a purchase agreement or proposal in connection with the purchase of Sound Seal VIVID Sound Blankets, subject to the approval of the Town Attorney as to form and legal sufficiency.

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

Sponsored by the Town Administration.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of September, 2024.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

PRODUCT | Vivid BBC-2" **COLOR** | Terra Cotta

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 Noblesville, IN 46060 Fax: 317.774.1911
 info@eNoiseControl.com

Date	Quote#
September 20, 2024	092024D

Proposal

From:

Project:

To:

Company Info:

Fax/Email:

Town of Golden Beach

Ph: 305.932.0744

Item	Qty	Description	Unit Price	Total
0001	Lot	"VIVID" BSC-2" CURTIAN PANELS - *(ONLY)* BLUE 1 INCH THICK ACP FACED QUILTED FIBERGLASS ABSORBER ON BOTH SIDES, 1 LB NON-REINFORCED BARRIER SEPTUM, STAINLESS STEEL GROMMETS ALONG TOP & BOTTOM. EXTERIOR-GRADE MATING VERTICAL VELCRO SEALS, SEWN WITH TENARA THREAD TO COVER A (4) SIDED AREA MEASURING: SIZE: 61' x 65' x 8' HIGH	--	\$34,200.00
0002	1	FREIGHT TO 33160	--	Included

Total

- Terms: TBD
- 3% convenience fee added to all credit card payments
- CAD approvals drawings will be provided to the customer before manufacture – 1-2 Days
- Standard lead time to ship – 4-5 weeks after drawing approval
- Quote valid for 60 days from quotation date
- Installation and any applicable tax are not included in price

Respectfully Submitted,
 Dan Heston

Approved: _____

Date: _____



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 30, 2024

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

13

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2978.24 – 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. 2978.24 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.

This past fiscal year collectively our Town staff proved that by working together we can exceed what is expected of us. The move into our new home was challenging, but we made it. With the move comes new unique opportunities and allows us to better serve our residents.

The proposed bonuses (attached) reflect our gratitude to the hard-working staff that make-up our Team. As Council is aware, in 2007 I made the decision to do away with merit-based increases that Public Sector employees are so accustomed to, in an effort to ensure the Town's future fiscal stability. This year, 6 of the 8 neighboring municipalities gave on average a 3.5% COLA and 4.6% Merit Increase to their employees. Our budget calls for a 3% COLA, and I am recommending that you allow us to provide the staff with the bonuses proposed.

In addition, when we hired Lissett Rovira we made a commitment to providing a one-time CIP bonus as part of her initial employment agreement; reflected in the attached. The Town also assured that I would receive a CIP bonus, as reflected in the attached, and I am grateful that the Town recognizes the endless hours and commitments I have made to deliver on our CIP projects.

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 \$153,800 transferred in part from operating savings that were achieved this year.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2978.24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2023-2024 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSES OF AWARDING EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") adopted an Operating Budget for the 2023-2024 Fiscal Year; and

WHEREAS, the Town Manager has recommended certain amendments as described in the September 30th, 2024 Memorandum attached to this Resolution as Exhibit "A"; and

WHEREAS, the Town Manager has recommended awarding bonuses as described in the September 30, 2024 Memorandum attached to this Resolution as Exhibit "A" for all employees, including the Town Manager for their performance during the 2023-2024 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 2023-2024 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 Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of September, 2024.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT A TO RESOLUTION NO. 2978.24

Employee Name	FY 23/24 BONUS	Length_of_Service_Since_Hire
DIAZ, ALEXANDER	\$ 40,000.00	17 Years 5 Months 8 days
CHEUNG, ELENA	\$ 900.00	1 Years 2 Months 30 days
PEREZ, LISSETTE	\$ 3,500.00	17 Years 3 Months 0 days
CAMACHO, MARIA	\$ 3,500.00	20 Years 8 Months 13 days
GOODEN, INGRID HM	\$ 1,100.00	4 Years 9 Months 19 days
HERBELLO, RODOLFO	\$ 3,500.00	13 Years 7 Months 29 days
DIAZ, YOVANY	\$ 1,500.00	15 Years 9 Months 3 days
PEREZ, LEILA	\$ 1,000.00	18 Years 0 Months 7 days
BOCIO, PATRICIA	\$ 700.00	1 Years 3 Months 6 days
AVILA, DANIEL	\$ 900.00	16 Years 1 Months 13 days
SOCA, JULIO	\$ 900.00	9 Years 9 Months 25 days
BAUTISTA, JOSEPH	\$ 900.00	11 Years 4 Months 5 days
CAMACHO, DYLAN	\$ 700.00	13 Years 1 Months 17 days
CAMACHO, JAMES	\$ 700.00	20 Years 5 Months 27 days
CARRASCO, EDEL	\$ 700.00	22 Years 0 Months 30 days
CARRAZANA, DAVE	\$ 700.00	12 Years 3 Months 19 days
DESSALINES, ERIK	\$ 700.00	0 Years 9 Months 22 days
DIAZ, MIKE	\$ 700.00	8 Years 4 Months 10 days
DOOLING, GARY J	\$ 700.00	9 Years 9 Months 25 days
GONZALEZ, GUILLERMO A	\$ 700.00	2 Years 7 Months 19 days
GONZALEZ, STEVEN	\$ 700.00	2 Years 7 Months 13 days
LARREA, DANIEL	\$ 700.00	5 Years 4 Months 1 days
MORA, ANTHONELA	\$ 700.00	0 Years 9 Months 22 days
PEREZ, AMANDA	\$ 700.00	1 Years 0 Months 7 days
RIVACOBA, LAY	\$ 700.00	2 Years 10 Months 10 days
RODRIGUEZ, KEVIN	\$ 700.00	0 Years 9 Months 15 days
SUAREZ, OSCAR	\$ 700.00	15 Years 5 Months 18 days
TRUJILLO, JOSE	\$ 700.00	2 Years 10 Months 10 days
VICIOSO, DYLAN	\$ 700.00	0 Years 6 Months 15 days
VICTORES, ALEJANDRO	\$ 700.00	6 Years 4 Months 9 days
VILA, PEDRO	\$ 700.00	16 Years 8 Months 17 days
WEINER, ROBIN FLEXTER	\$ 700.00	26 Years 0 Months 18 days
ARGUELLES, JOSE	\$ -	5 Years 0 Months 29 days
BALASINO, CARLOS	\$ 700.00	7 Years 9 Months 24 days
PEREZ, ROBERT	\$ 700.00	8 Years 8 Months 21 days
BENEDICT, TODD	\$ -	14 Years 10 Months 3 days
KNIGHT, ROBERT	\$ -	12 Years 9 Months 3 days
FERNANDEZ, ELIZABETH	\$ -	8 Years 11 Months 19 days
GARFIAS, JUAN	\$ 700.00	10 Years 1 Months 0 days
JACKSON, BRANDON T	\$ 700.00	11 Years 3 Months 29 days
STARKS, JAMESHA	\$ 700.00	0 Years 9 Months 22 days
KRAMER, RYAN	\$ 700.00	2 Years 9 Months 15 days
TOUSSAINT, KAREN	\$ 700.00	4 Years 6 Months 25 days
DROBIARZ, SILVIA	\$ 700.00	2 Years 8 Months 1 days

EPPERSON, LINDA	\$ 3,500.00	25 Years 9 Months 19 days
ROVIRA, LISSETT	\$ 1,500.00	3 Years 8 Months 0 days
ARDILA ALVAREZ, HANNER H	\$ 700.00	2 Years 6 Months 28 days
DIAZ, MONICA	\$ 700.00	7 Years 11 Months 8 days
VOLTAIRE, MAIKERSIE	\$ 1,000.00	4 Years 6 Months 25 days
MCKOY, KIRK	\$ 2,500.00	25 Years 2 Months 24 days
GARCIA TORRES, NOHUBERTO	\$ 2,500.00	6 Years 11 Months 3 days
GONZALEZ, EMILIO	\$ 1,500.00	0 Years 7 Months 27 days
HERNANDEZ PINERO, JOSE	\$ 1,500.00	0 Years 7 Months 27 days
JACKSON, KENIEL	\$ 2,000.00	5 Years 0 Months 30 days
LEIGH, RONALD	\$ 1,600.00	0 Years 7 Months 27 days
LUCIEN, JOHNNY	\$ 1,500.00	17 Years 10 Months 4 days
MUNDLE, REYNALDO	\$ 2,000.00	9 Years 0 Months 20 days
PEREZ MORALES, ARMANDO	\$ 1,000.00	9 Years 9 Months 25 days
PHILLIPS, BRIAN	\$ 2,000.00	20 Years 4 Months 28 days
REAVES, KHALJIAH	\$ 1,500.00	1 Years 11 Months 16 days
RUDDISON, LLOYD	\$ 1,500.00	7 Years 10 Months 13 days
CARDOZA, DEREK	\$ 1,500.00	9 Years 4 Months 8 days
SCOTT, JEROME	\$ 1,500.00	30 Years 5 Months 0 days
VELASQUEZ HERRERA, VIANNY JUDITH	\$ 1,000.00	2 Years 3 Months 3 days
VELASQUEZ, LOURDES	\$ 1,000.00	15 Years 5 Months 3 days
VINA PINERO, CARLOS	\$ 1,500.00	0 Years 11 Months 2 days
CHERIZARD, KEVIN	\$ 500.00	0 Years 10 Months 14 days
FIALKOWSKI, JOHN	\$ 500.00	25 Years 0 Months 3 days
JACQUES, PHILOME	\$ 500.00	0 Years 10 Months 14 days
SCHWABENBAUER, AMBER	\$ 1,000.00	1 Years 7 Months 29 days
TAYLOR, JOSEPH	\$ 100.00	15 Years 6 Months 8 days
TOPACLIOGLU, CEM	\$ -	1 Years 5 Months 29 days
TURNIPSEED, CHAD	\$ 1,000.00	11 Years 11 Months 16 days
VELAZQUEZ, ERICK	\$ 500.00	2 Years 2 Months 11 days
GLIDDEN, MICHAEL	\$ 1,000.00	12 Years 7 Months 15 days
KREPP, JISEL	\$ 700.00	5 Years 11 Months 9 days
Capital Projects Bonus		
Alexander Diaz	\$ 25,000.00	CIP Bonus
Lissett Rovira	\$ 10,000.00	CIP Bonus
	\$ 153,800.00	