

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 3087.26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING OF A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach, Florida (the "Town") is in need of making certain street and sidewalk improvements (the "Project"); and

WHEREAS, the Town has entered into a maintenance agreement (the "Agreement") with the State of Florida Department of Transportation ("FDOT") to complete the Project and obtain approval for federal participation; and

WHEREAS, once the Project is completed, the Town will assume responsibility for the maintenance of the Project in accordance with approved state standards; and

WHEREAS, the Town Council wishes to approve and ratify the Agreement.

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval and Implementation. The Agreement attached hereto as Exhibit "A" is hereby approved and the Town Mayor and Manager are hereby authorized to take all the necessary steps to implement the Agreement and this Resolution.

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

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

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

PASSED and ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 15th day of September 2026.



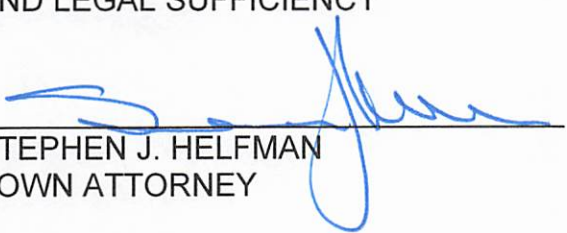
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT “A”

Maintenance Agreement (attached)

**Agency Maintenance Agreement
for Work Performed by the Department
Sheet 1 of 3**

Financial Project ID: 541-630
Federal Aid No. _____
Local Agency: TOWN OF GOLDEN BEACH
Project Description: DRIVEWAY APRON
REPLACEMENT AT 263 OCEAN BLVD.
Bridge No.: _____

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on this 28 day of AUGUST, 202026, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called "DEPARTMENT"), and TOWN OF GOLDEN BEACH, Florida (hereinafter called "LOCAL AGENCY");

WITNESSETH:

WHEREAS, the DEPARTMENT is preparing to undertake a project within the LOCAL AGENCY and LOCAL AGENCY identified and known to the parties by Financial Project I.D. 541-630 which will be of benefit to the LOCAL AGENCY; and

WHEREAS, approval of federal aid necessary to the project requires agreement by the LOCAL AGENCY to maintain the project;

NOW, THEREFORE, in consideration of the premises, the parties hereby agree as follows:

1. The DEPARTMENT will undertake the project and obtain approval of the Federal Highway Administration for federal participation.
2. Upon completion and acceptance, the LOCAL AGENCY will assume responsibility for maintenance of the project and will conduct such maintenance in accordance with approved state standards.
3. To the extent permitted by law, LOCAL AGENCY must indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by LOCAL AGENCY, its agents, or employees, during the performance of the Agreement, except that neither LOCAL AGENCY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement. Nothing herein must waive the rights of sovereign immunity of either party.

**Sample Local Agency Maintenance Agreement
For Work Performed by the Department
Sheet 2 of 3**

4. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the LOCAL AGENCY must be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The Project is off of the "State Highway System," therefore, in accordance with **Section 339.08(1), Florida Statutes**, State funding cannot be used for payments of non-participating costs on this Project. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called in for the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, **CFR Section 635.120**).
- a. Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL AGENCY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the Department, to ensure that cash on deposit with the Department is sufficient to fully fund the shortfall. The Department must notify the LOCAL AGENCY as soon as it becomes apparent there is a shortfall; however, failure of the Department to so notify the LOCAL AGENCY must not relieve the LOCAL AGENCY its obligation to pay for its full participation of non-participating costs during the Project and on final accounting, as provided herein below. If the LOCAL AGENCY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the Department's project manager indicating when the deposit will be made. The LOCAL AGENCY understands the request and approval of the additional time could delay the project, and additional non-participating costs may be incurred due to the delay of the project.
5. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts must be subject to audit by a representative of the LOCAL AGENCY for a period of three (3) years after final close out of the Project. The LOCAL AGENCY will be notified of the final non-participating cost of the project. Both parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to

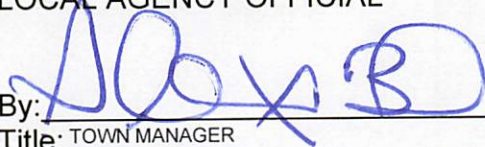
date, a refund of the excess will be made by the Department to the LOCAL AGENCY. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL AGENCY is not relieved from its obligation to pay.

6. In the event the final accounting of total non-participating costs are greater than the total deposits to date, the LOCAL AGENCY will pay the additional amount within forty (40) calendar days from the date of the invoice from the Department. The LOCAL AGENCY agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within forty (40) calendar days until the invoice is paid.

7. Any payment of funds under this Agreement provision will be made directly to the Department for deposit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

TOWN OF GOLDEN BEACH
LOCAL AGENCY OFFICIAL

By: 
Title: TOWN MANAGER
ALEXANDER DIAZ
(Type Name)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

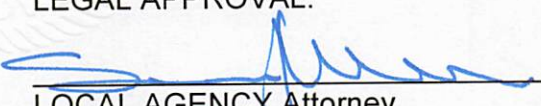
By: _____
District Secretary

ATTEST:

Clerk (Seal)

ATTEST:

Executive Secretary (Seal)

LEGAL APPROVAL:

LOCAL AGENCY Attorney
Stephen Hoffman
(Type Name)

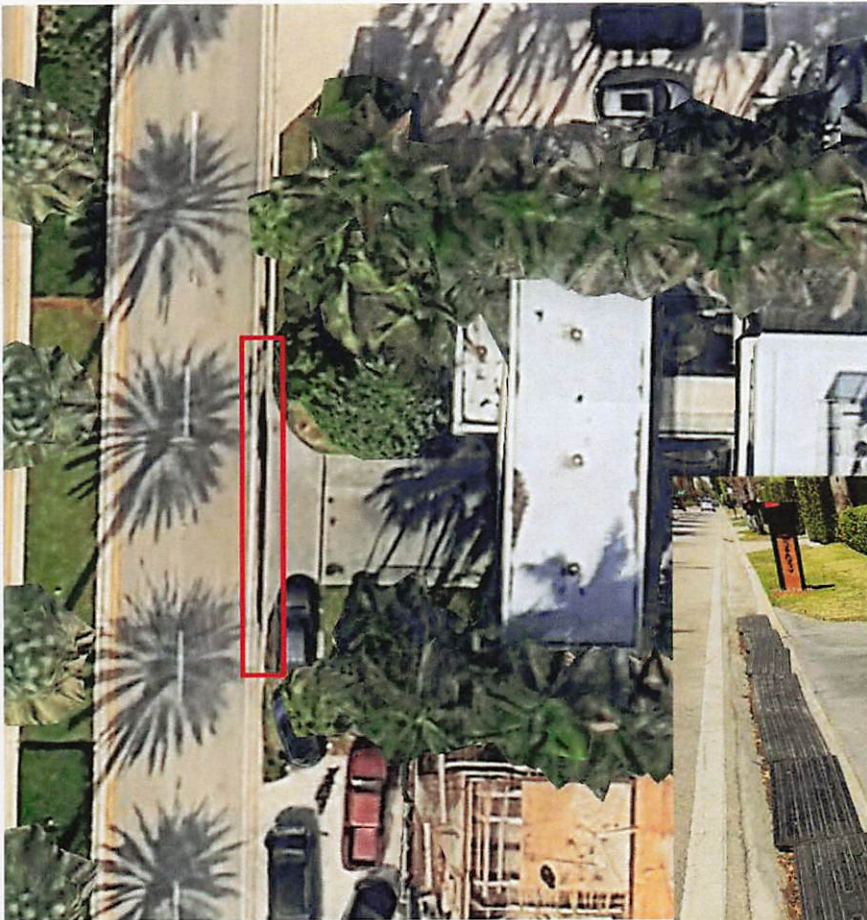
LEGAL APPROVAL:

Senior Attorney

263 Ocean Blvd

Scope: Replacement of 55 linear feet of vally gutter

Note: The property has a depressed vally gutter that is causing the bottom of their car's to contact the concrete.



PERVIOUS AREA CALCULATIONS

TOTAL AREA	17,270 SQ. FT.	100%
IMPERVIOUS AREA	8,790 SQ. FT.	50.7%
PERVIOUS AREA (25% MIN)	7,480 SQ. FT.	43.3%

(see sheet A-0.1 for Lot Coverage diagrams)

ZONING DATA

	(SINGLE FAMILY RESIDENTIAL / ZONE 1)	PROPOSED
MIN. FLOOD ELEVATION (FLOOD ZONE - X / B.F.E. ZONE AO)	+8'-0" N.G.V.D.	+13'-0" N.G.V.D.
LOT AREA	11,250 SQ. FT.	17,270 SQ. FT.
MINIMUM LOT WIDTH	75'-0"	75'-1"
MINIMUM SETBACKS		
FRONT	20'-0"	20'-0"
REAR	60'-0"	60'-0"
SIDES	10'-0"	10'-0"
MINIMUM BUILDING SIZE	3,000 SQ. FT.	11,901 SQ. FT.
MAXIMUM BUILDING HEIGHT	27'-0"	27'-0"
MAXIMUM CABANA SIZE	250 SQ. FT.	245 SQ. FT.
MAXIMUM CABANA HEIGHT	15'-0"	11'-0"

(see sheet A-0.1 for Building Size diagrams)

PROJECT DATA

SCOPE OF WORK:
NEW 2-STORY, CBS, SINGLE FAMILY RESIDENCE

OCCUPANCY TYPE:
RESIDENTIAL - RS-3

ZONING:
ZONE ONE

CONSTRUCTION TYPE:
TYPE B

FLOOD RESISTANT DESIGN & CONSTRUCTION CLASSIFICATION:
TYPE B

LEGAL DESCRIPTION

LOT 35, AND THE SOUTH HALF OF LOT 37 IN BLOCK "A" OF GOLDEN BEACH SUBDIVISION SECTION "C", AS RECORDED IN PLAT BOOK 9, PAGE 52, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA

PERVAIL WALL NOTES:

CONTRACTOR TO VERIFY THAT ALL EXISTING PERVAIL WALLS COMPLY WITH SECTION 84-16 OF THE TOWN OF GOLDEN BEACH ORDINANCES AS PER NOTES ON SITE PLAN. ON ANY PORTION OF THE WALLS THAT ARE NOT IN COMPLIANCE ARE TO BE ALTERED ACCORDINGLY PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY.

SITE WALLS WILL BE KEPT DURING CONSTRUCTION IN ITS CURRENT STATE AND WILL BE MODIFIED AT A LATER DATE PRIOR TO CERTIFICATE OF OCCUPANCY. SEE IN ACCORDANCE WITH THE TOWN'S CODE SECTION 84-16(1).

Town Of Golden Beach
Construction Plan
TOWN COPY

APPROVED BY:	DATE:
DESIGNED BY:	DATE:
CHECKED BY:	DATE:
APPROVED BY:	DATE:
DESIGNED BY:	DATE:
CHECKED BY:	DATE:
APPROVED BY:	DATE:
DESIGNED BY:	DATE:
CHECKED BY:	DATE:
APPROVED BY:	DATE:
DESIGNED BY:	DATE:
CHECKED BY:	DATE:

DOMO ARCHITECTURE + DESIGN
ARCHITECTURE LANDSCAPE ARCHITECTURE PLANNING
420 LINCOLN ROAD SUITE 200 MIAMI BEACH, FL 33139 305-874-8001
A02002003

NEW RESIDENCE
263 OCEAN BOULEVARD
GOLDEN BEACH, FL 33139



COMMIT NO.
1608

DATE:
11-14-2018

REVISED:
07-07-17

07-07-17
OWNER REV. BRAS COMMENTS

09-13-18
OWNER REV. 08-29-17

12-14-18
OWNER REV. B.D. COMMENTS

01-31-19
OWNER REV. 11-17-17

03-21-19
OWNER REV. 01-04-18

04-01-19
B.D. COMMENT 01-10-18

08-26-19
B.D. COMMENT 02-28-18

08-26-19
B.D. COMMENT 02-28-18

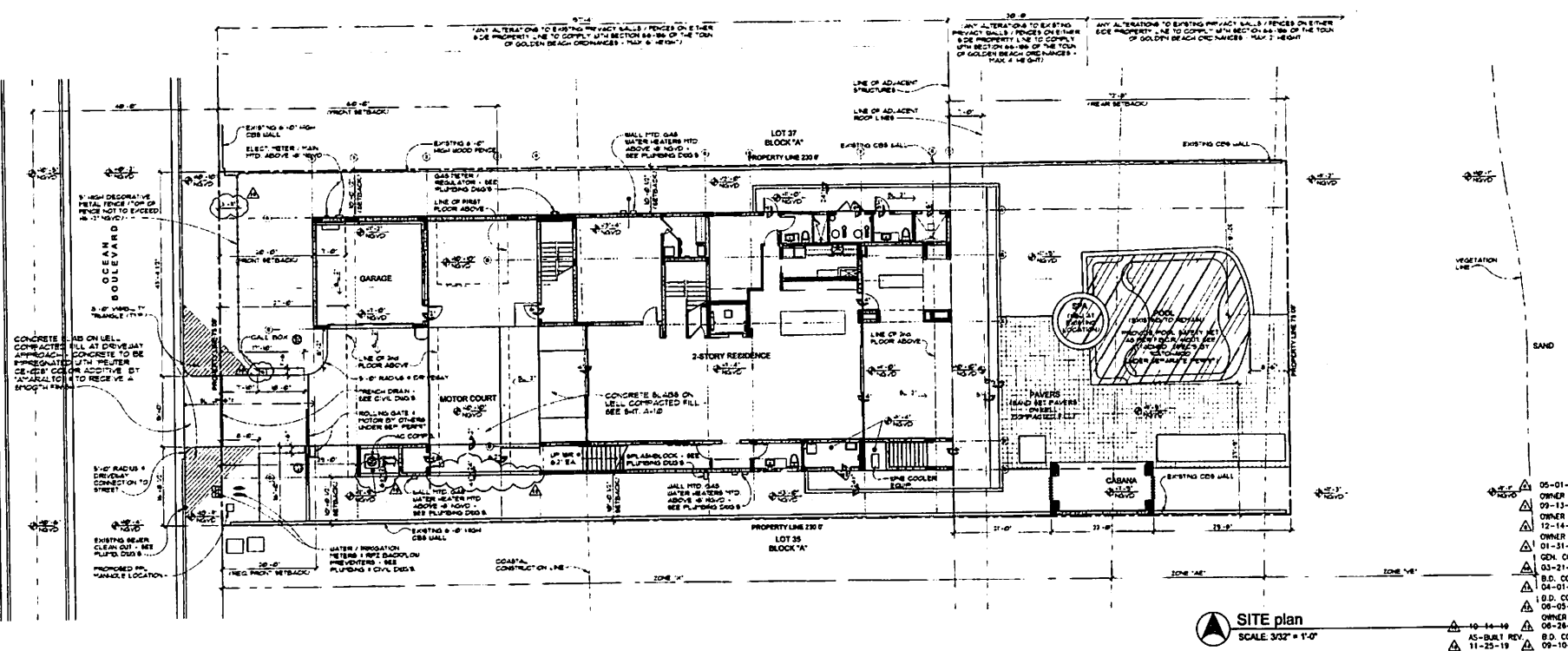
08-26-19
B.D. COMMENT 02-28-18

08-26-19
B.D. COMMENT 02-28-18

08-26-19
B.D. COMMENT 02-28-18

08-26-19
B.D. COMMENT 02-28-18

Z:\303 - design\0304 - 263 Ocean Blvd\Drawings\Architectural\15 Rev18_A02002003.dwg, 11/15/2018 3:29:23 PM



SITE plan
SCALE: 3/32" = 1'-0"

05-01-18 OWNER REV.	07-07-17 BRAS COMMENTS
09-13-18 OWNER REV.	08-29-17 B.D. COMMENTS
12-14-18 OWNER REV.	11-17-17 B.D. COMMENTS
01-31-19 OWNER REV.	01-04-18 B.D. COMMENTS
03-21-19 B.D. COMMENT	01-10-18 B.D. COMMENTS
04-01-19 B.D. COMMENT	02-28-18 B.D. COMMENTS
08-26-19 B.D. COMMENT	02-28-18 B.D. COMMENTS
08-26-19 B.D. COMMENT	02-28-18 B.D. COMMENTS
08-26-19 B.D. COMMENT	02-28-18 B.D. COMMENTS
08-26-19 B.D. COMMENT	02-28-18 B.D. COMMENTS

sheet no.
A-0.0



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: September 15, 2026

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 3087.26– Approving A Maintenance Agreement
with the State of Florida Department of Transportation for the
driveway apron located at 263 Ocean Blvd.

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 3087.26 as presented.

Background:

The Town has had a long-standing agreement with the Florida Department of Transportation (FDOT) for the maintenance of Ocean Boulevard. The agreement calls for the Town to maintain Ocean Boulevard and reimburses the Town for expenses related to the maintenance.

The valley gutter in front of the property located at 263 Ocean Blvd has created a point of stormwater collection and driveway accessibility issues, causing scraping to the undercarriage of vehicles. To correct these issues, the valley gutter and driveway apron need to be re-sloped.

The existing apron material is not an FDOT standard concrete color or finish. FDOT has requested a maintenance agreement for this property specifically as we intend to repair and replace it to its existing condition.

Fiscal Impact:

An amount not to exceed \$12,900.00.