



## **TOWN OF GOLDEN BEACH**

**One Golden Beach Drive  
Golden Beach, FL 33160**

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**Official Agenda for the January 23, 2018  
Special Town Council Meeting called for 7:00 P.M.**

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**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

CERTIFICATE OF APPRECIATION TO 5K COMMITTEE MEMBERS  
RECOGNITION OF EMPLOYEE OF THE YEAR  
RECOGNITION OF OFFICER OF THE YEAR

**E. MOTION TO SET THE AGENDA**

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

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

**H. COUNCIL COMMENTS**

**I. TOWN MANAGER REPORT**

**J. TOWN ATTORNEY REPORT**

**K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

1. A Ordinance of the Town Council Amending the Town's Code Related to Rooftop Activities.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH,  
FLORIDA, AMENDING THE TOWN'S CODE OF  
ORDINANCES TO REVISE CHAPTER 66, "ZONING," BY  
AMENDING THE TITLE OF DIVISION 11 "ACCESSORY  
BUILDINGS: AND BY AMENDING SECTION 66-261

RELATED TO ROOFTOP ACTIVITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Ordinance No. 577.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 577.18

2. A Ordinance of the Town Council Amending the Town's Code Related to Community Design Standards.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO COMMUNITY DESIGN STANDARDS; AMENDING SECTION 66-137 OF THE ZONING CODE RELATED TO ACCEPTABLE PAINT COLORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Ordinance No. 578.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 578.18

## **M. QUASI JUDICIAL RESOLUTIONS**

3. A Resolution of the Town Council Approving A Variance Request for the Property Located at 407 Ocean Boulevard.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 407 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA 33160 1). TO PERMIT AN ARCHITECTURAL WINDOW ELEMENT FEATURE WHICH IS NOT LISTED IN THE CODE TO PROJECT INTO THE SIDE YARD SETBACK FROM THE SECOND FLOOR.  
2 TO PERMIT AN EXEMPTION FROM THE TOWN'S CODE REQUIREMENT TO INCREASE THE SIDE SETBACKS ALONG TWO THIRDS OF THE LENGTH OF THE SECOND STORY BY ONE FOOT FOR EACH ONE FOOT OF BUILDING HEIGHT ABOVE THE FIRST 18 FEET.

3. TO PERMIT A SMALL JACUZZI AND COLD-WATER PLUNGE POOL AREA TO BE LOCATED ON THE HIGHEST ROOF DECK WHICH IS NOT ALLOWED BY THE CODE.
4. TO PERMIT A FRONT PROPERTY DRIVEWAY GATE TO BE LOCATED LESS THAN 18 FEET FROM A1A/OCEAN BOULEVARD.
5. TO PERMIT A ROOFTOP ELEVATOR AND VESTIBULE OVERRIDE NOT TO EXCEED 110 SQUARE FEET.
6. TO ALLOW THE GARAGE/GUEST HOUSE STRUCTURE TO BE EXEMPT FROM THE REQUIRED SIDE SETBACK REQUIREMENT AFTER 18 FEET IN HEIGHT.
7. TO PERMIT THE GARAGE/GUEST HOUSE SIDE SETBACK TO BE AT 7.5 FEET INSTEAD OF 10 FEET OUTLINED IN THE CODE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2536.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2536.18

#### **N. CONSENT AGENDA**

4. Official Minutes of the November 21<sup>st</sup>, 2017 Regular Town Council Meeting
5. A Resolution of the Town Council Approving the Contribution of \$2,000 to Best Buddies on Behalf of the Golden Beach 5K Race Committee.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$2,000.00 TO BEST BUDDIES INTERNATIONAL ON BEHALF OF THE TOWN OF GOLDEN BEACH 5K RACE COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2537.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2537.18

#### **O. TOWN RESOLUTIONS**

6. A Resolution of the Town Council Authorizing a Change Order to the Contract with Bejar Construction, Inc.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CHANGE ORDER TO THE CONTRACT BETWEEN THE TOWN OF GOLDEN BEACH AND BEJAR CONSTRUCTION, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2538.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2538.18

7. A Resolution of the Town Council Authorizing the Use of LETF Monies to Purchase New CCTV Cameras.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF FORFEITED ASSETS FOR THE PURCHASE OF NEW DIGITAL CAMERAS FOR OUR CLOSED CIRCUIT TELEVISION (CCTV) SECURITY CAMERA SYSTEM AND BREAKAWAY ARMS TO BE USED BY THE TOWN'S POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2539.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2539.18

8. A Resolution of the Town Council Authorizing a Street Lighting Agreement with FPL.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A STREET LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2540.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2540.18

9. A Resolution of the Town Council Authorizing an LED Lighting Agreement with FPL for \$16,300.00.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING AN LED LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY IN AN AMOUNT NOT TO EXCEED \$16,300.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2541.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2541.18

10. A Resolution of the Town Council Authorizing an LED Lighting Agreement with FPL for \$68,481.00.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING AN LED LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY IN AN AMOUNT NOT TO EXCEED \$68,481.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2542.18

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2542.18

## **P. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Judy Lusskin:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Amy Isackson-Rojas:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz:  
None Requested

## **Q. ADJOURNMENT:**

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### **DECORUM:**

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

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

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

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

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 23, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manger

A handwritten signature in blue ink that reads "Alex B." with a circled "B".

**Subject:** Ordinance No. 577.18 – Amending Code, Division 11,  
“Accessory Building”, Section 66-261 – Rooftop Activities

Item Number:

1

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**Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 577.18 as presented.

**Background:**

I agree to the recommendation found in the attached staff report.

**Fiscal Impact:**

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 577.18

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REVISE CHAPTER 66, "ZONING," BY AMENDING THE TITLE OF DIVISION 11 "ACCESSORY BUILDINGS; AND BY AMENDING SECTION 66-261 RELATED TO ROOFTOP ACTIVITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

1           **WHEREAS**, the Town Council periodically studies land development trends and  
2 issues and amends the Town's Land Development Regulations accordingly; and

3           **WHEREAS**, the Town Council has studied the current Code provisions of the Town  
4 and find that certain modifications are necessary and desirable to further regulate rooftop  
5 activities and uses, including rooftop elevator vestibules and exterior staircases on single-  
6 family homes; and

7           **WHEREAS**, a public meeting was held before the Local Planning Agency (LPA) of  
8 the Town to review the proposed modifications to the Town's Land Development  
9 Regulations; and

10           **WHEREAS**, the Town Council held duly advertised public meetings to consider the  
11 proposed modifications to the Town's Land Development Regulations.

12           **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF GOLDEN**  
13 **BEACH, FLORIDA:**

14           **Section 1. Recitals Adopted.** That the preceding "Whereas" clauses are  
15 ratified and incorporated as a record of the legislative intent of this Ordinance.



16           **Section 2.    Code Amended.** That the Town of Golden Beach Code is hereby  
17 amended to modify Division 11. “Accessory Buildings,” of Article IV, “Supplemental District  
18 Regulations,” of Chapter 66, “Zoning” as follows<sup>1</sup>:

19    **CHAPTER 66 ZONING**

20    \* \* \*

21    **ARTICLE IV. SUPPLEMENTAL DISTRICT REGULATIONS**

22    \* \* \*

23    **DIVISION 11. ACCESSORY BUILDINGS AND USES**

24    \* \* \*

25    **Sec. 66-261. – Rooftop activities.**

- 26
- 27
- 28           (a) Except as specified below in this Section, the use of the roof of a residential  
29 structure for passive leisure ~~habitable~~ activities, including, but not limited to,  
30 entertainment and other leisure and recreational activities, is prohibited.
- 31
- 32           (b) Within Zone One, the roof of the highest roofed structure may be used  
33 for passive leisure ~~habitable~~ activities, including entertainment and other passive  
34 recreational / leisure uses subject to the following limitations:
- 35
- 36                   (1) The lot must be at least 7,500 square feet in area.
- 37
- 38                   (2) The usable area must be set back a minimum of ten feet from the edge of  
39 the roof in all directions except from the rear (ocean front).
- 40
- 41                   (3) The rooftop area shall not be improved with any permanent structures or the  
42 placement of any temporary or permanent fixtures or equipment except a  
43 safety railing up to 48 inches in height. Outdoor furniture such as chairs,  
44 sofas, and tables, and pots and planters are permitted.
- 45
- 46                   (4) No amplified or live music shall be permitted on the roof.
- 47
- 48                   (5) ~~The~~ An elevator and any covered elevator vestibule serving the rooftop shall  
49 be limited to an area of no more than ~~five feet by ten feet~~ 110 square  
50 feet. Any elevator and any covered elevator vestibule, if permitted, shall be  
51 placed near the center of the rooftop, but not less than 7.5 feet from the edge  
52 of the roof on lots less than 75 feet in width, or less than 10 feet from the  
53 edge of the roof on lots 75 feet or more in width.
- 54
- 55                   (6) Staircases may extend from lower floors or the ground level to the rooftop,  
56 but must comply with the setback and yard projection provisions set forth in

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~.

57 Sec. 66-141(b). Safety railings up to 48 inches in height for staircases are  
58 allowed, provided they meet the above setback and yard projections. Once  
59 at the rooftop railings must terminate at or connect directly to any railings  
60 surrounding the usable passive leisure activity area set forth in subsection  
61 (2) above. Any portion of a staircase railing constructed above the rooftop  
62 shall be designed with an open appearance (no walls).

63  
64 \* \* \*

65 **Section 3. Code Amended.** That is any section, paragraph, sentence or word  
66 of this Ordinance or the application thereof to any person or circumstance is held invalid,  
67 that the invalidity shall not affect the other sections, paragraphs, sentences, words or  
68 application of this Ordinance.

69 **Section 4. Codification.** That it is the intention of the Town Council of Golden  
70 Beach, and it is therefore ordained, that the provisions of the Ordinance shall become and  
71 be made a part of the Town of Golden Beach Code of Ordinances, that sections of this  
72 Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the  
73 word "Ordinance" shall be changed to "Section" or other appropriate word.

74 **Section 5. Repealer.** That all Ordinances, parts of Ordinances, Resolutions or  
75 parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent  
76 of such conflict.

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

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

81 Mayor Glenn Singer \_\_\_\_\_  
82 Vice-Mayor Judy Lusskin \_\_\_\_\_  
83 Councilmember Amy Isackson-Rojas \_\_\_\_\_  
84 Councilmember Kenneth Bernstein \_\_\_\_\_  
85 Councilmember Jaime Mendal \_\_\_\_\_  
86  
87

88 **PASSED AND ADOPTED** on first reading this 23<sup>rd</sup> day of January, 2018.

89 The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_.

90 seconded by \_\_\_\_\_, and on roll call the following vote ensued:

91 Mayor Glenn Singer \_\_\_\_\_  
92 Vice-Mayor Judy Lusskin \_\_\_\_\_  
93 Councilmember Amy Isackson-Rojas \_\_\_\_\_  
94 Councilmember Kenneth Bernstein \_\_\_\_\_  
95 Councilmember Jaime Mendal \_\_\_\_\_

96  
97  
98 **PASSED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2018.

99

100 ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

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\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

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APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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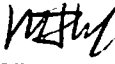
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STEPHEN J. HELFMAN  
TOWN ATTORNEY

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**TOWN OF GOLDEN BEACH  
COMMUNITY DEVELOPMENT  
MEMORANDUM**

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**To:**            Alex Diaz – Town Manager  
                  Linda Epperson – Bldg. and Zoning Department Director  
                  Town of Golden Beach

**From:**        Michael J. Miller, AICP   
                  Consultant Town Planner

**Date:**         January 17, 2108

**Subject:**     Town of Golden Beach  
                  Land Development Code Updates  
                  Rooftop Activities / Rooftop Elevator Size / Staircases  
                  MMPA Acct. No. 04-0101-0003

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**ISSUE / BACKGROUND**

Section 66-261 sets forth the Town's existing regulations governing rooftop activities. The Town's regulations were originally adopted in 2011 with revisions in both 2014 and 2015. In general, only in Zone One (oceanfront) are such accessory rooftop activities allowed. There are tight regulations as to allowable activities. To qualify a lot must be at least 7,500 sq. ft. in area, a 10-foot setback from the edge of the roof is required for any activity (except facing ocean), no permanent structures are allowed except railings / moveable furniture, and no amplified or live music is allowed on the roof. The Town has received complaints over the years for such activities, particularly on rooftops, as noise carries and disturbs neighbors, and people on rooftops could look into adjoining sites (windows / pools) encroaching on people's privacy.

**ANALYSIS**

In the last few years the Town has received a large number of redevelopment plans, both renovations and demolition / rebuilding of sites. Over the last year+/- the Town has undertaken the study / updating of many Code provisions governing single-family land development and usage. Also, the Town received an unusually high number of variance requests for undersized lot (less than 75 feet) including requests for rooftop activities. As rooftop activities are allowed only for the oceanfront, some owners desire means of access to the roof, including stairs and elevators.

The current Code has a very restrictive elevator / vestibule size (5' x 10'). The Town recognized the use limitations and recently approved a number of zoning variances allowing larger elevator / vestibule sizes (110+/- sq. ft.). Since the variances were deemed reasonable it was suggested to

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**Town of Golden Beach  
Land Development Regulation Updates  
Rooftop Activities  
January 17, 2018  
Page 2**

modify the Code to include the above square footage, rather than a specific dimension, or requiring variances. There is currently no provision for exterior stairs to extend to a rooftop – only internally. Some recent house plans included these features and zoning variances were necessary to approve them. It was suggested to add Code provisions to address this matter. The suggested Code changes incorporate the size limitation and conditions of approval granted by the variances.

**RECOMMENDATION**

MMPA recommends the Town Council consider adopting the proposed Ordinance.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

---

**Date:** January 23, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

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

**Subject:** Ordinance No. 578.18 – Amending Code, Section 66-137 –  
Community Design Standards

---

Item Number:

2

### Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 578.18 as presented.

### Background:

I agree to the recommendation found in the attached staff report.

### Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 578.18

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO COMMUNITY DESIGN STANDARDS; AMENDING SECTION 66-137 OF THE ZONING CODE RELATED TO ACCEPTABLE PAINT COLORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

1           **WHEREAS**, the Town Council periodically studies land development trends and  
2 issues and amends the Town's Land Development Regulations accordingly; and

3           **WHEREAS**, in 2017, the Florida Legislature created Florida Statutes Section  
4 166.0483 which preempts a local government's ability to require painting permits; and

5           **WHEREAS**, the Town Council has studied the current Code provisions of the Town  
6 and finds that certain modifications are necessary and desirable to regulate paint colors in  
7 the community in accordance with state law; and

8           **WHEREAS**, a public meeting was held before the Local Planning Agency (LPA) of  
9 the Town to review the proposed modifications to the Town's Land Development  
10 Regulations; and

11           **WHEREAS**, the Town Council held duly advertised public meetings to consider the  
12 proposed modifications to the Town's Land Development Regulations.

13           **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF GOLDEN**  
14 **BEACH, FLORIDA:**

15           **Section 1. Recitals Adopted.** That the preceding "Whereas" clauses are  
16 ratified and incorporated as a record of the legislative intent of this Ordinance.

17           **Section 2.**    **Code Amended.** That the Town of Golden Beach Code is hereby  
18 amended to modify Division 4. “Design Standards,” of Article IV, “Supplemental District  
19 Regulations,” of Chapter 66, “Zoning” as follows<sup>1</sup>:

20    **CHAPTER 66 ZONING**

21    \* \* \*

22    **ARTICLE IV. SUPPLEMENTAL DISTRICT REGULATIONS**

23    \* \* \*

24    **DIVISION 4. DESIGN STANDARDS**

25    \* \* \*

26    **Sec. 66-137. – Paint Colors /~~Permit~~ Review Process.**

27    (a) *Paint colors.* No exterior of any Structure may be painted, stained, or otherwise  
28 colorized with a color(s) other than a color(s) that is the same or substantially similar to  
29 a color within a paint ~~palette~~ palette established and approved by the Town Council. All  
30 colors, including accent colors, must be complimentary and harmonious with other  
31 materials and components, including roof tiles incorporated into the Structure. Any  
32 variation from this standard shall be subject to the ~~zoning review~~ Town Building Official's  
33 ~~prior approval~~, or the Town's Building Regulation Advisory Board's approval on appeal  
34 of the ~~zoning review~~ Building Official's decision.

35    (b) *Paint ~~permit~~ color review process.* A ~~Town paint permit shall be required prior~~  
36 ~~to painting or repainting of the exterior of any Structure.~~ Any person wishing to paint the  
37 exterior of a structure shall submit the proposed paint color sample(s), together with a  
38 form prepared by the Town intended to provide information as to the site location, property  
39 owner, painting contractor (if any), and proposed areas where the paint is intended to be  
40 applied (illustrations / photos), to the Building Department who shall review the proposal

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.



41 and verify the proposed color(s) are the same as or substantially similar to the Town's  
42 approved color palette. Failure to utilize color(s) verified by the Building Department, in  
43 the manner proposed during the review, shall be a violation of this section. If the  
44 requested colors are not consistent with the Town's approved color palette, new color(s)  
45 shall be selected and reviewed.

46 \* \* \*

47 **Section 3. Code Amended.** That is any section, paragraph, sentence or word  
48 of this Ordinance or the application thereof to any person or circumstance is held invalid,  
49 that the invalidity shall not affect the other sections, paragraphs, sentences, words or  
50 application of this Ordinance.

51 **Section 4. Codification.** That it is the intention of the Town Council of Golden  
52 Beach, and it is therefore ordained, that the provisions of the Ordinance shall become and  
53 be made a part of the Town of Golden Beach Code of Ordinances, that sections of this  
54 Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the  
55 word "Ordinance" shall be changed to "Section" or other appropriate word.

56 **Section 5. Repealer.** That all Ordinances, parts of Ordinances, Resolutions or  
57 parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent  
58 of such conflict.

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

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

63 Mayor Glenn Singer \_\_\_\_\_  
64 Vice-Mayor Judy Lusskin \_\_\_\_\_  
65 Councilmember Amy Isackson-Rojas \_\_\_\_\_  
66 Councilmember Kenneth Bernstein \_\_\_\_\_  
67 Councilmember Jaime Mendal \_\_\_\_\_

68  
69 **PASSED AND ADOPTED** on first reading this 23<sup>rd</sup> day of January, 2018.

70 The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_,

71 seconded by \_\_\_\_\_, and on roll call the following vote ensued:

|    |                                  |       |
|----|----------------------------------|-------|
| 72 | Mayor Glenn Singer               | _____ |
| 73 | Vice-Mayor Judy Lusskin          | _____ |
| 74 | Councilmember Amy Isackson-Rojas | _____ |
| 75 | Councilmember Kenneth Bernstein  | _____ |
| 76 | Councilmember Jaime Mendal       | _____ |

77  
78 **PASSED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2018.

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80 ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

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84 \_\_\_\_\_  
LISSETTE PEREZ

85 TOWN CLERK

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89 APPROVED AS TO FORM  
90 AND LEGAL SUFFICIENCY:

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STEPHEN J. HELFMAN

95 TOWN ATTORNEY

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EXHIBIT "A"

The Town of Golden Beach, Florida Code of Ordinances  
is hereby amended as follows:

CHAPTER 66

ZONING

ARTICLE IV. SUPPLEMENTAL DISTRICT REGULATIONS

DIVISION 4. DESIGN STANDARDS

Sec. 66-137. – Paint Colors / ~~Permit~~ Review Process.

(a) *Paint colors.* No exterior of any Structure may be painted, stained, or otherwise colorized with a color(s) other than a color(s) that is the same or substantially similar to a color within a paint ~~palette~~ palette established and approved by the Town Council. All colors, including accent colors, must be complimentary and harmonious with other materials and components, including roof tiles incorporated into the Structure. Any variation from this standard shall be subject to the Town Building Official's prior approval, or the Town's Building Regulation Advisory Board's approval on appeal of the Building Official's decision.

(b) *Paint ~~permit-color review process.~~* ~~A Town paint permit shall be required prior to painting or repainting of the exterior of any Structure. Any person wishing to paint the exterior of a structure shall submit the proposed paint color sample(s), together with a form prepared by the Town intended to provide information as to the site location, property owner, painting contractor (if any), and proposed areas where the paint is intended to be applied (illustrations / photos), to the Building Department who shall review the proposal and verify compare the proposed color(s) are the same as or substantially similar to the Town's approved color palette. If the requested colors comply with the approved color palette the application shall be approved. Failure to utilize color(s) verified by the Building Department, in the manner proposed during the review, shall be a violation of this section. If the requested colors are not consistent with the Town's approved color palette, the procedure noted above shall be utilized new color(s) shall be selected and reviewed.~~

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**TOWN OF GOLDEN BEACH  
COMMUNITY DEVELOPMENT  
MEMORANDUM**

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**To:**            Alex Diaz – Town Manager  
                  Linda Epperson – Bldg. and Zoning Department Director  
                  Town of Golden Beach

**From:**        Michael J. Miller, AICP *MJM*  
                  Consultant Town Planner

**Date:**         January 17<sup>th</sup>, 2018

**Subject:**      Town of Golden Beach  
                  Land Development Code Updates  
                  Paint Colors Approval Procedure  
                  MMPA Acct. No. 04-0101-0003

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**ISSUE / BACKGROUND**

The Town adopted an Official Paint Palette and requirement for owners to obtain a permit prior to painting the exterior of a house on May 16, 2017 (Ord. No. 573.17). During the 2017 Florida Legislature's session a law was adopted (see attached) that pre-empts local governments from requiring an owner of a residence to obtain a "permit" to paint a house.

**ANALYSIS**

Exterior paint color choices and regulation of them is an important aspect of maintaining the high quality appearance in the Town, and most upscale communities today. In order to assure the continued regulation of paint color choices and to be consistent with Florida Statutes a change in the existing Code is necessary. Rather than requiring a permit, MMPA's recommendation is to amend the Code to require a review process which maintains an applicant's right to appeal the Town Building Official's decision to the Town's Building Regulation Advisory Board. This is how most communities are dealing with this new law. Efforts are occurring to modify / repeal this 2017 law that was hidden in a larger Bill that was adopted late in the session.

**RECOMMENDATION**

MMPA recommends the Town Council consider the adoption of the proposed Ordinance.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 23, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2536.18 - Variance Requests for 407 Ocean Blvd., Golden Beach, FL 33160 (New Single Family Residence)

Item Number:

3

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### **Recommendation:**

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance requests 1- 7 presented in Resolution No. 2536.18.

### **Background and History:**

The applicant is requesting seven Variance/Exception requests as detailed in this cover memorandum. The Building Regulation Advisory Board met on November 14, 2017 and recommended the following motions:

1. Variance from Section 66-141 Yard Projections to allow a 12" architectural projection (2nd floor window frame) that is causing a side yard setback encroachment (no portion of any building shall be closer than 7.5 feet from each side lot line). The variance is applying for architectural feature not listed in the code. The motion failed with a Board vote of 3 - 1.
2. Variance from Section 66-69(h)(1)c to allow the applicant to exceed the side yard setback requirement for a two-story structure (two-story structures shall be required to increase the side Setbacks along two-thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18 feet per Town Code). The motion failed with a Board vote of 3 - 1.
3. Variance from Section 66-261(b)(3) to allow a small spa and cold-water splash area located on the habitable roof deck (only outdoor furniture such as chairs, sofas, and tables, and pots / planters are permitted per Town Code). The motion failed with a Board vote of 4 - 0
4. Variance from Section 66-226(d) to allow a front property driveway gate to be located less than (eighteen feet) 18'-0" from Ocean Boulevard. The motion failed with a Board vote of 4 - 0
5. Variance from Section 66-261(b)(5) to allow a rooftop elevator and vestibule that measures

9'-8" by 11'-5" (110 sq. ft.). Per Town Code any elevator and any covered elevator vestibule serving the rooftop shall be limited to an area of no more than 5 feet by 10 feet (50 sq. ft.) Ordinance pending. The motion passed with a Board vote of 4 – 0

6. Variance from Section 66-69(d)(2) to encroach into the side setback step requirement after 18 feet in height for a proposed garage / guesthouse accommodation. The motion failed with a Board vote of 4 – 0

7. Variance from Section 66-69(h)(2) to encroach into the side setback requirement of 10 feet to 7.5 feet from the property line for a proposed garage / guesthouse accommodation. The motion failed with a Board vote of 4 – 0.

There were no objections to the project.

**Attachments:**

- Resolution
- Michael Miller Planning Zoning Critique
- 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. 2536.18**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 407 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA 33160**

**1). TO PERMIT AN ARCHITECTURAL WINDOW ELEMENT FEATURE WHICH IS NOT LISTED IN THE CODE TO PROJECT INTO THE SIDE YARD SETBACK FROM THE SECOND FLOOR.**

**2 TO PERMIT AN EXEMPTION FROM THE TOWN'S CODE REQUIREMENT TO INCREASE THE SIDE SETBACKS ALONG TWO THIRDS OF THE LENGTH OF THE SECOND STORY BY ONE FOOT FOR EACH ONE FOOT OF BUILDING HEIGHT ABOVE THE FIRST 18 FEET.**

**3. TO PERMIT A SMALL JACUZZI AND COLD-WATER PLUNGE POOL AREA TO BE LOCATED ON THE HIGHEST ROOF DECK WHICH IS NOT ALLOWED BY THE CODE.**

**4. TO PERMIT A FRONT PROPERTY DRIVEWAY GATE TO BE LOCATED LESS THAN 18 FEET FROM A1A OCEAN BOULEVARD.**

**5. TO PERMIT A ROOFTOP ELEVATOR AND VESTIBULE OVERRIDE NOT TO EXCEED 110 SQUARE FEET.**

**6. TO ALLOW THE GARAGE/GUEST HOUSE STRUCTURE TO BE EXEMPT FROM THE REQUIRED SIDE SETBACK REQUIREMENT AFTER 18 FEET IN HEIGHT.**

**7. TO PERMIT THE GARAGE/GUEST HOUSE SIDE SETBACK TO BE AT 7.5 FEET INSTEAD OF 10 FEET OUTLINED IN THE CODE.**

**WHEREAS**, the applicants, 407 OCEAN LLC, ("the applicant"), filed a Petition for Variances/exceptions,

**1). Section 66-141 Same – Projections.**

(a) Chimneys may project into Setback areas a distance not to exceed 24 inches. The width of the projecting chimney shall not exceed six feet in width.

(b) Balconies and rooftops designed to support habitable activities consistent with [Section 66-261](#), and stairs leading to balconies or such rooftops shall not extend into side Setback areas and shall not extend more than four feet into rear or front yard Setback areas. No other steps or platforms over 36 inches in height above grade shall extend into side, rear, or front yard Setback areas. There shall be clear, unobstructed passage of not less than 36 inches between such projection and the adjacent lot line.

(c) Eaves. The lower border of a roof that meets or overhangs a building wall may project up to four feet into any setback area.

(d) Eyebrows. A permanent, independent cantilevered projection over an exterior window or door, which provides cover/protection from weather, including sun and rain, shall be permitted to extend up to four feet into the ten foot side yard setback. In the case of an Undersized Lot, eyebrows may project 1.5 feet into the 7.5 foot setback.

Allowing for an Architectural feature not listed in the code to project 12 inches into the 7.5 foot setback.

## **2). Town Code Section 66—69(h)(1)(c)**

(h) *Side yard Setbacks.* (1) Main Residence.

c. All residences designed as two-story structures shall be required to increase the side Setbacks along two-thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18 feet.

To permit an exemption from Town Code Section 66-69(h)(1)(c).

## **3). Town Code Section 66-261(b)(3) Rooftop activities.**



(a) Except as specified below in this section, the use of the roof of a residential structure for habitable activities, including, but not limited to, entertainment and other leisure and recreational activities, is prohibited.

(b) Within Zone One, the roof of the highest roofed structure may be used for habitable activities, including entertainment and other passive recreational/leisure uses subject to the following limitations:

(3) The rooftop area shall not be improved with any permanent structures or the placement of any temporary or permanent fixtures or equipment except a safety railing up to 48 inches in height. Outdoor furniture such as chairs, sofas, and tables, and pots and planters are permitted.

To permit a Jacuzzi and cold-water plunge pool area at the highest roof top area where the code does not permit one.

**4). Town Code Section 66-226 *Vehicular stacking adjacent to A1A* –**

Any inbound security gate for property accessing shall be set back a minimum of 18 feet from the street curb line to the face of the security gate to accommodate at least one inbound vehicle inside the street curb line to ensure inbound vehicles waiting to enter a site do not block traffic on State Road A1A/Ocean Boulevard.

To allow the gate structure to be located less than the 18 feet from the street curb line.

**5). Section 66-261(b) (5) (b) *Within Zone One, the roof of the highest roofed structure***

may be used for habitable activities, including entertainment and other passive recreational/leisure uses subject to the following limitations: (5) The elevator and any covered elevator vestibule serving the rooftop shall be limited to an area of no more than five feet by ten feet, the request is to allow the elevator or any covered elevator

vestibule serving the rooftop shall be limited to an area not to exceed 110 square feet.

**6). Sec. 66-69.1. - Zone One (Oceanfront properties).**

(d) Building height.

(2) Garage/Guest Accommodations.

Garages and/or guest accommodations built separate from the main house, placed near Ocean Boulevard, shall not be more than 25 feet in height, provided however, that any portion of the building over 18 feet in height shall be setback an additional one-foot for each one-foot (1:1) of additional height over 18 feet.

To permit the Garage/Guest House structure to be exempt from the requirement to setback one-foot of additional height over 18 feet height stated in the code.

**7). Garage/Guest Accommodations - Section 66-69 (h) (2)**

(h) Side yard Setbacks.

(2) Garage/Guest Accommodations. A garage structure may be built separate from the main house, in which event it shall be set back a minimum ten feet from any Side Property Line. If such a structure is constructed with a second story, the side walls shall be set back along two-thirds of the length of the second story an additional one foot for each one foot (1:1) of total building height above the first 18 feet.

The request is to allow the Garage/Guest House structure to be set at 7.5' instead of the 10' requirement stated in the code.

at the property 407 Ocean Boulevard, Golden Beach, FL. 33160 (Golden Beach Section "A", Lots 3 Block C, as recorded in PB 9-52, of the Public Records of Miami-Dade County, (Folio No. 19-1235-002-0520 (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 of the variance items 1 and 5, and recommended denial of variance items 2, 3, 4, 6 and 7 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 each of the requested variances 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 pages A-0.0 through A-4-1, and plans labeled Context 1-5, dated 10/25/2017, by Choeff Levy Fischman Architect & Design, and the Sketch of Boundary Survey, prepared by John Ibarra, dated 6/28/2017, for the property located at 407 Ocean Boulevard., 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 Judy Lusskin          | _____ |
| Councilmember Kenneth Bernstein  | _____ |
| Councilmember Amy Isackson-Rojas | _____ |
| Councilmember Jaime Mendal       | _____ |

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 23<sup>rd</sup> day January, 2018

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


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## MEMORANDUM

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**Date:** January 23, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Lissette Perez,   
Town Clerk

**Subject:** **Town Council Minutes**

Item Number:

4

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### **Recommendation:**

It is recommended that the Town Council adopt the attached minutes of the November 21, 2017 Special Town Council Meeting.



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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**Official Minutes for the November 21, 2017  
Regular Town Council Meeting called for 7:00 P.M.**

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### **A. MEETING CALLED TO ORDER**

Mayor Singer called the meeting to order at 7:04 p.m.

### **B. ROLL CALL**

**Councilmember's Present:** Mayor Glenn Singer, Vice Mayor Judy Lusskin, Councilmember Jaime Mendal, Councilmember Amy Isackson-Rojas, Councilmember Kenneth Bernstein

**Councilmember's Not Present:** Councilmember Amy Isackson-Rojas

**Staff Present:** Town Manager Alexander Diaz, Town Clerk Lissette Perez, Town Attorney Steve Helfman, Police Chief Rudy Herbello, Finance Director Maria Camacho

### **C. PLEDGE OF ALLEGIANCE**

Chief Herbello led the Pledge of Allegiance

### **D. PRESENTATIONS / TOWN PROCLAMATIONS**

#### AMERICAN SOCIETY OF INTERIOR DESIGNERS AWARD

**Town Manager** presented the Council with reading materials provided by resident Madison Berndt regarding sustainability and how to become a more sustainable community.

### **E. MOTION TO SET THE AGENDA**

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

### **F. GOOD AND WELFARE**

#### **Alene Fishbein, 256 Golden Beach Drive**

Spoke on the Halloween party. Stated that it was lovely, but there were too many dogs there and recommends that for future Halloween events no dogs be allowed. Spoke on the Veteran's Day event and felt that this year there was not a Veteran's Day celebration this year. It was held on a different day than Veteran's Day and didn't feel that that was right. Spoke on the disorderly state of the Public Works yard, asking that the Town do something to conceal it. Wished the staff and Council a Happy Thanksgiving Day.

### **G. MAYOR'S REPORT**

Spoke on the survey that is going to go out to the residents after Thanksgiving, urging residents to please fill it out. Spoke on the gatehouse and pavilion projects asking residents to be patient with the traffic delays due to the construction. On target to complete the projects by April 1<sup>st</sup>, 2018 and the end result will be worth the wait. Commented on the Halloween party and what a great event it was.

Spoke on the 5K race, stating that it was a nice event. Recommended that maybe one day a month for 3 to 4 hours, the Town can allow for dogs to be on the beach. Thanksgiving right around the corner. Wished everyone a happy and healthy Thanksgiving, Hanukah, Christmas and New Year.

## **H. COUNCIL COMMENTS**

### **Councilmember Bernstein**

Stated that the Halloween event was amazing. Regarding Mrs. Fishbein's comments about the dogs, feels that at a minimum they should be on a leash. Supportive of dogs on the beach as long as it is not on the weekend. Regarding Mrs. Berndt's sustainability recommendations, would support no pesticides within 100 feet.

### **Councilmember Mendal**

Inquired about the South Gate and when that program would startup. Very much in favor of dogs on the beach, thinks it a great idea.

### **Vice Mayor Lusskin**

Asked if dogs on the beach would have to be on a leash.

**Town Manager** stated that the purpose of having dogs on the beach is to let them run in the water and roam freely, so they would not be on a leash, but they would be restricted to one area.

**Vice Mayor** mentioned that garbage pickup this weekend with the holiday would be limited and to keep that in mind as it can pile up. It was a problem last year.

Stated that the Town did have a Veteran's Day Brunch but it was more poorly attended than years past.

Received a phone call from a company called Power X, that offers healthier alternatives to mosquito spraying. Stated that she could put them in contact with Mrs. Berndt to look at the options that are available to the Town.

Received an email about the dog park and some changes in it and asked the Town Manager to address that.

### **Councilmember Bernstein**

Asked if the vehicle sitting in Golden Beach Drive at The Strand could be moved to the west lot because it's difficult to see the traffic coming on the other side.

**Town Manager** stated that they couldn't because that is where the police command center.

**Councilmember Bernstein** also asked if everyone can leave through the South Gate.

**Town Manager** stated that the South Gate is exit only for residents. The car transponder will allow all residents to exit through the South Gate between the hours of 6 a.m. and 12 a.m.

**Councilmember Bernstein** asked if there was any reason why the same couldn't be done with the North Gate.

**Town Manager** stated that there are a number of reasons, one being that that isn't a road; you can't traverse through it properly; and there is no turn radius to make a right there.

**Mayor Singer** requested to come up with a date during the first quarter of New Year to set up a time for the dogs to go to the beach.

## **I. TOWN MANAGER REPORT**

South Gate is now working and functional.

Thanked Mrs. Benayoun for coordinating the tea party. It was highly attended and a big hit. Town looking at having it again next year.

Mentioned that Michael Glidden has been promoted to Director of Resident Services. That means that anything related to communicating with our residents, and making sure that our residents are more informed is his job. Our goal next year is to really engage our residents. He will be working out of the CIP office in the back. His main focus will be to make sure that our residents are taken care of. More of the concierge approach to our residents. It is new, and it is exploratory. Michael is now your liaison with anything related to resident services.

**Vice Mayor Luskin** complimented Michael on all of the work he's done with her with the Golden Beach Youth Leadership Group, Veterans day and Memorial Day.

**Town Manager** spoke on TECO Gas and what the residents' responsibilities are with maintaining proper gas service. There is no TECO Gas issue in Golden Beach, the issue is residents not notifying TECO Gas to change their meter when their gas needs increase.

Stated that the Town will start issuing tickets to residents who are speeding on Ocean Boulevard and in the interior of Town.

Reminded the Council and residents that the Town's office closure dates for the holidays are December 22, 25, 29 and January 1. The Building Department will be closed from December 22<sup>nd</sup> through January 1<sup>st</sup>.

**Councilmember Bernstein** stated that he has a problem with the Town not having a police officer stationed at The Strand after 9 a.m. because there is too much traffic at that time trying to get out of Town and it is not fair for the residents who live on the north end of Town.

**Town Manager** stated that they would look into it.

**Mayor Singer** asked the Town Manager to touch on the FEMA meeting the Town had.

**Town Manager** stated that some of the landscaping and most of the staff time will be reimbursed. Meeting went very, very, very well.



## **J. TOWN ATTORNEY REPORT**

Stated that he would like to request approval for an executive session, in the event that the Town should need one, in the Shaheen matter.

Not setting a date now, just asking for approval through the Manager to call for one if need be.

Council approved it.

## **K. ORDINANCES – SECOND READING**

None

## **L. ORDINANCES - FIRST READING**

None

## **M. QUASI JUDICIAL RESOLUTIONS**

None

## **N. CONSENT AGENDA**

1. Official Minutes of the September 15<sup>th</sup>, 2017 Special Town Council Meeting
2. Official Minutes of the September 19<sup>th</sup>, 2017 First Budget Hearing
3. Official Minutes of the September 26<sup>th</sup>, 2017 Final Budget Hearing & Special Town Council Meeting
4. Official Minutes of the October 17<sup>th</sup>, 2017 Local Planning Agency Meeting
5. Official Minutes of the October 17<sup>th</sup>, 2017 Regular Town Council Meeting
6. A Resolution of the Town Council Approving the Agreement between the Office of the State Attorney and the Town.

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

**Exhibit:**     Agenda Report No. 6  
                  Resolution No. 2531.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2531.17

Consensus vote 3 Ayes, \_\_\_ Nays. Items N1 – N6 pass.

\*\*\*\* **Councilmember Bernstein** stepped out during the vote. \*\*\*\*

## O. TOWN RESOLUTIONS

7. A Resolution of the Town Council Authorizing an Agreement with the Fraternal Order of Police.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ("TOWN), AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE; AUTHORIZING THE TOWN MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE TOWN; PROVIDING FOR IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2532.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2532.17

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

On roll call, the following vote ensued:

|                              |               |
|------------------------------|---------------|
| Mayor Singer                 | <u>Aye</u>    |
| Vice Mayor Lusskin           | <u>Aye</u>    |
| Councilmember Bernstein      | <u>Aye</u>    |
| Councilmember Isackson-Rojas | <u>Absent</u> |
| Councilmember Jaime Mendal   | <u>Aye</u>    |

The motion passed.

**Town Manager** spoke on the item stating that in an effort to do something good for the employees, it ended up hurting some of them. It is only about a \$4,000 difference in revenues to the Town per year. Not worth the headaches. Police vehicles have a GPS system installed in them that can be tracked by the Town.

8. A Resolution of the Town Council Urging the Florida Congressional Delegation to Retain Federal Income Tax Deductions.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA URGING THE FLORIDA CONGRESSIONAL DELEGATION TO SUPPORT LEGISLATION THAT RETAINS FEDERAL INCOME TAX DEDUCTIONS FOR INTEREST PAID ON DEBT SECURED BY A FIRST OR SECOND HOME AND PROPERTY TAXES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2533.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2533.17

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

On roll call, the following vote ensued:

|                              |               |
|------------------------------|---------------|
| Mayor Singer                 | <u>Aye</u>    |
| Vice Mayor Lusskin           | <u>Aye</u>    |
| Councilmember Bernstein      | <u>Aye</u>    |
| Councilmember Isackson-Rojas | <u>Absent</u> |
| Councilmember Jaime Mendal   | <u>Aye</u>    |

The motion passed.

**Councilmember Mendal** spoke on the item.

**Town Manager** stated that there is a scribblers error on the resolution. It is missing the sponsorship line from Councilmember Mendal. It will be added on final adoption.

**9. A Resolution of the Town Council Amending the Town’s Schedule of Building Permit Fees.**

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

**Exhibit:** Agenda Report No. 9  
Resolution No. 2534.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2534.17

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

On roll call, the following vote ensued:

|                              |               |
|------------------------------|---------------|
| Mayor Singer                 | <u>Aye</u>    |
| Vice Mayor Luskin            | <u>Aye</u>    |
| Councilmember Bernstein      | <u>Aye</u>    |
| Councilmember Isackson-Rojas | <u>Absent</u> |
| Councilmember Jaime Mendal   | <u>Aye</u>    |

The motion passed.

**Town Manager** stated that this is for sub fees to the master permit. For the last 9 years, taken the liberties of applying a set of rules to make it fair when a permit expires. Administration recommending to charge the expired permit fees to a tiered method depending on how long it has been expired for. Current code calls for the full amount of the permit fee to be paid once it expires.

**Vice Mayor Luskin** asked if people are taking a long time to close out permits and finish building homes.

**Town Manager** stated that what they're noticing now is that people are taking longer to get a TCO because things are delayed in the market.

**Vice Mayor** asked if what he means is that homes aren't selling.

**Town Manager** stated that yes that is what he means.

**Councilmember Bernstein** asked what the reasoning is behind the permit fees.

**Town Manager** stated that they cover staff costs, inspector costs, licensing software and compliance officers.

**Councilmember Bernstein** asked if the Town could be more lenient with its fees if inspectors aren't going out to the property.

**Town Manager** stated that there is a back and forth process with the permit process. There could be up to nine inspections required with that permit once it is issued.

**Mrs. Alene Fishbein, 256 Golden Beach Drive** stated that what she doesn't understand is that if the Town has rules, codes, or regulations than stick to them. If it is written and it's part of the Town's code you do not deviate from it.

10. A Resolution of the Town Council Authorizing the Engagement of Kluger, Kaplan, Silverman, Katzen & Levine, P.L.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN  
OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE  
ENGAGEMENT OF KLUGER, KAPLAN, SILVERMAN,

KATZEN & LEVINE, P.L. AS SPECIAL COUNSEL TO THE TOWN IN CONNECTION WITH CODE VIOLATIONS 416 GOLDEN BEACH DRIVE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2535.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2535.17

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

On roll call, the following vote ensued:

|                              |               |
|------------------------------|---------------|
| Mayor Singer                 | <u>Aye</u>    |
| Vice Mayor Lusskin           | <u>Aye</u>    |
| Councilmember Bernstein      | <u>Aye</u>    |
| Councilmember Isackson-Rojas | <u>Absent</u> |
| Councilmember Jaime Mendal   | <u>Aye</u>    |

The motion passed.

**Town Attorney** stated that this is the firm that will represent the Town if the current negotiations do not go through.

## **P. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Judy Lusskin:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Amy Isackson-Rojas:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz:  
None Requested

**Vice Mayor Lusskin** asked about a home that has a construction fence and leaves it there for a year without doing anything. Can they just leave it there like that without the Town doing anything.

**Town Manager** stated that there are couple of lots that look like construction sites even though they are not. Those individuals just put rinky-dink fences around their properties so that people will not park on them.

**Town Manager** asked to move the January meeting to January 23<sup>rd</sup>. Council agreed.

**Q. ADJOURNMENT:**

---

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

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:05 p.m.

Respectfully submitted,

*Lissette Perez*

Lissette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 23, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

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

**Subject:** **Resolution No. 2537.18 – Authorizing and Approving Payment  
of \$2,000.00 to Best Buddies International**

Item Number:

5

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2537.18 as presented.

### **Background:**

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

As you know Best Buddies was the non-profit selected by the 5K Committee to be sponsored by their initiative.

### **Fiscal Impact:**

If approved by Council the amount authorized will be \$2,000.00.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2537.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$2,000.00 TO BEST BUDDIES INTERNATIONAL ON BEHALF OF THE TOWN OF GOLDEN BEACH 5K RACE COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Town Council finds that a contribution in the amount of \$2,000.00 to Best Buddies is in the best interest of the Town.

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

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

**Section 2. Authorization.** That the payment of \$2,000.00 to Best Buddies is hereby authorized and approved.

**Section 3. Implementation.** That the Mayor and Town Manager are authorized to



take any and all action which is necessary to implement this Resolution.

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

Sponsored by the **Town Administration.**

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

|                                  |       |
|----------------------------------|-------|
| Mayor Glenn Singer               | _____ |
| Vice Mayor Judy Lusskin          | _____ |
| Councilmember Kenneth Bernstein  | _____ |
| Councilmember Amy Isackson-Rojas | _____ |
| Councilmember Jaime Mendal       | _____ |

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida,  
this 23<sup>rd</sup> day of January, 2018.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 23, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

6

**Subject:** Resolution No. 2538.18 – Authorizing and approving a change order to the contract for construction between the Town of Golden Beach and Bejar Construction. Inc.

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2538.18 as presented.

### **Background:**

On September 26<sup>th</sup>, 2017 the Town of Golden Beach, by your action, awarded the renovations for the Town's police gatehouse to Bejar Construction, Inc.

The original scope of work has been expanded to include the installation of additional low voltage conduit and transfer switch for an external generator. This work was not included in the original scope.

This contract does not have a contingency line item that would allow for change orders. The attached resolution authorizes funds to be used to fulfill the requirements of the following change order:

- Change Order #3:
  - \$30,456.00 New Scope for Low Voltage and Generator Transfer Switch

### **Fiscal Impact:**

Project Budget (Construction)

\$300,000.00

|                                       |                    |
|---------------------------------------|--------------------|
| Construction Contract                 | \$230,755.00       |
| Change Order 1 (Temp Power)           | \$1,408.75         |
| Change Order 2 (New Roof)             | \$20,700.00        |
| Added Scope                           |                    |
| * <i>Change Order 3 (Low Voltage)</i> | <u>\$30,456.60</u> |
| <b>Balance</b>                        | <b>\$16,680.25</b> |

We anticipate the following additional changes:

- Restroom (had to be removed due to extensive termite damage)
- Possible Trellis Repairs

If an increase to the project budget is needed or if the costs of additional change orders exceeds my spending authority, further Council action will need to be taken.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2538.18**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING CHANGE ORDER TO THE CONTRACT BETWEEN THE TOWN OF GOLDEN BEACH AND BEJAR CONSTRUCTION, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 26, 2017, the Town Council of the Town of Golden Beach (the "Town"), pursuant to Resolution No. 2520.17 approved an agreement with Bejar Construction, Inc. ("Contractor") for renovations to the Town's police gatehouse (the "Project"); and

**WHEREAS**, the Town and Contractor wish to amend the Contract to include certain work (the "Work") as described in the change order attached as Exhibit "A" to this Resolution (the "Change Order"); and

**WHEREAS**, the Town Council has determined that it is in the best interests of the Town of Golden Beach to approved the changes.

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

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

**Section 2. Approval, Authorization and Limitation.** The Town Council hereby approves the Change Order contained in Exhibit "A," authorizes the expenditure of funds as necessary to fund the Work and authorizes the Mayor to execute the Change

Order, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions.

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

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

|                                  |       |
|----------------------------------|-------|
| Mayor Glenn Singer               | _____ |
| Vice Mayor Judy Lusskin          | _____ |
| Councilmember Kenneth Bernstein  | _____ |
| Councilmember Amy Isackson-Rojas | _____ |
| Councilmember Jaime Mendal       | _____ |

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 23<sup>rd</sup> day of January, 2018.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

**Exhibit "A"**  
**Change Order**

*Bejar Construction, Inc.*  
*6326 S.W. 191 Avenue*  
*Pembroke Pines, Florida 33332*  
*(954) 431-5981 Office*  
*(954) 431-4627 Fax*

**Request for Change Order No. #03**

January 16, 2018

Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, Florida 33160  
Att: Mr. Alex Diaz

Ref: Golden Beach Guardhouse Renovation

Dear Mr. Fabian

We hereby submit RCO #03 for the following:

Description: Furnish and install additional Low Voltage conduit as per Interlink plan and Furnish and install One 200A transfer switch for external generator.

- |  |              |
|--|--------------|
| 1) See attached F & L Fire and Electrical System, Inc. proposal.           | \$ 24,984.00 |
| 2) Saw cut existing concrete slab for new low voltage underground conduit: | \$ 1,500.00  |

Sub Total: \$26,484.00

15% Overhead / Profit: \$ 3,972.60

Total: \$30,456.60

The contract time will **(increased)** (decreased) (unchanged) by: 10 days

If you should have any questions do not hesitate to contact me at (954) 431-5981

Thank you

Benny Bejar  
President



**Fire and Electrical System, Inc.**

7506 West 20 Avenue - No. 202

Hialeah, Florida 33016

Phone: 786-267-0684 m@fifelectric.com

State License: EC13007054

**Proposal:**

The following is a construction estimate for electrical work presented to:

**Bejar Construction, Inc  
6326 SW 191 AVE  
Pembroke Pines, FL 33332**

**Project Address:**

**Golden Beach Entrance**

**The Strand**

**Golden Beach, FL 33160**

**F&L Fire and Electrical System, inc.** proposes to furnish all labor, materials and equipment required for the complete construction of the above referenced project in accordance with the Florida Building Code - Latest Edition as well as per construction documents provided by the architect of record and completed in a substantial work-like manner.

**Change Order#2**

- Install (8) new light fixtures.
- Provide and install (1) new 200A manual transfer switch.
- Recessed outlets for (6) back exterior columns.
- Replace existing panel and breakers.
- Provide and install conduit for (2) new card readers.
- Add (6) new electrical circuits.
- Provide and install 100' of 1" conduit and boxes for radio antenna.
- Provide and install empty conduit and boxes for (10) new CCTV cameras.



- Provide and install 140' of 2" conduit, 180' of 1" conduit and (4) concrete pull boxes for new CCTV and system control underground.
- Provide power and empty conduit for new system panels.
- Provide and install empty conduit for telephone data and TV.

**Note: All work to be completed during normal working hours from Monday through Friday, 7:00 am to 3:30 pm.**

**-This proposal may be withdrawn by us is not accepted within 30 days**

### **Items Not Included**

- Electrical permit cost.
- FPL cost.
- Prevailing Wages.
- After hours work.
- TV, Security Systems, CCTV, Card reader, telephone and Data systems, Fire Alarm System.
- All necessary painting, patching/ restoration of existing surfaces of any nature are to be by others.
- Bond.

# **Total: \$24,984**



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 23, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

7

**Subject:** Resolution No. 2539.18 - Recommended Purchase of New  
Digital Cameras and Breakaway Arms for the Town's Closed  
Circuit System.

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2539.18 as presented.

### **Background:**

The Town wishes to purchase new Digital cameras for the Closed Circuit Television. \$103,559.76 total includes: Substation, Police Annex, Tweedle Park and Beach Pavilion.

The replacement of these cameras will be imperative to the town's current closed circuit system. The cameras that are being installed will be instrumental on the safety of the public.

### **Fiscal Impact:**

The Digital cameras, Breakaway Arms and installation for a total of \$103,559.76. The funds for these purchases will be taken from the Law Enforcement Trust Funds.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2539.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF FORFEITED ASSETS FOR THE PURCHASE OF NEW DIGITAL CAMERAS FOR OUR CLOSED CIRCUIT TELEVISION (CCTV) SECURITY CAMERA SYSTEM AND BREAKAWAY ARMS TO BE USED BY THE TOWN'S POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council has authorized and directed the Town Administration to purchase Digital Security Cameras to enhance and increase security in the Public Areas of the Town, described and outlined in the attached Agenda Item Report; and

**WHEREAS**, in accordance with the Town's purchasing procedures, the Town used an appropriate bidding protocol to purchase this system and

**WHEREAS**, the Town Council finds that the utilization of \$103,559.76 of the forfeited assets for the purchase of these items 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 of Expenditure.** The expenditure of Law Enforcement Trust Fund (LETf) and / or Federally Forfeited Asset funds in an amount not more than \$103,559.76 for the purchase and implementation of these items, as described and outlined in the Agenda Item Report attached and incorporated herein, 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 be effective immediately upon adoption.

Sponsored by the **Police Chief.**

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 Judy Lusskin          | _____ |
| Councilmember Kenneth Bernstein  | _____ |
| Councilmember Amy Isackson-Rojas | _____ |
| Councilmember Jaime Mendal       | _____ |

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 23<sup>rd</sup> day of January, 2018.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



Linking the World One Connection at a Time.

# Bid Proposal

## TOGB CCTV Camera Replacement #1 Substation

#1

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: www.interlinkgroup.net

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

29 December 2017, 17-0138  
TOGB CCTV Camera Replacement #1 Substation  
Strand substation #1  
One Golden Beach Drive  
Golden Beach, FL 33160

Re: Proposal for TOGB Replacement of old Analog Equipment; The Strand Substation #1 R2

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal, JSA Group Architecture permit package with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

#### Qualifications:

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

#### 1. SUBSTATION - Entrance / Exit cameras

Installation of (4) new Axis IP dome camera located on the wall of the Substation building to replace old analog cameras (4). These cameras are to view the vehicles entering the resident and visitors gates as well as two for exit lanes. Four cameras will monitor vehicles. Includes Genetec IP camera license, configuration and commissioning. These cameras are of very poor quality and the lens have yellowed and become cloudy.

#### 2. SUBSTATION - Tag capture cameras

Installation of (4) new Axis IP LPR dome camera located on the wall of the Substation building to replace old analog cameras (4). These cameras are to view the vehicles entering the resident and visitors gates as well as two for exit lanes. Four will be to capture license plates. These are in addition to the Four cameras in section One above. Includes Genetec IP camera license, configuration and commissioning. These cameras are of very poor quality and the lens have yellowed and become cloudy.

These units also include LPR software licensing from IPconfigure, Inc. that captures tag data and stores 20K tags per camera retrievable via a web browser.

ALL SUBSTATION DEMOLITION, RELOCATION DURING CONSTRUCTION AND NEW CABLING INFRASTRUCTURE WORK WILL BE DONE UNDER SEPARATE PROPOSALS AND/OR T&M WORKORDERS.

#### BREAKDOWN OF ITEMS ABOVE:

1. SUBSTATION Entry/Exit replacement \$ 5,776.57
2. SUBSTATION TAG Capture (LPR) \$ 17,251.98

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.



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# Bid Proposal

## TOGB CCTV Camera Replacement #1 Substation

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

**Pricing:**

For the Sum of \$23,028.55

Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

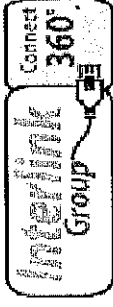
We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.

**Job ID:** 17-0138  
**Project:** TOGB CCTV Camera Replacement #1 Substation  
 One Golden Beach Drive  
 Golden Beach FL 33160



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### Phase Breakdown

**Vendor:** TRADE/3-COL      **Labor Level:** CONEST      **29 Dec 2017 9:33:23**

**Bid Name:** REV2 NO DEMO\*      **Bid Template:** BASIC (EXPANDED O&P) -Data v.7

| System              | Phase                 | Sub-Phase | Level   | Area    | Total     | Quote | Material  | Labor    | Equip | SubCont | DIC    |
|---------------------|-----------------------|-----------|---------|---------|-----------|-------|-----------|----------|-------|---------|--------|
| Job                 |                       |           |         |         | 23,028.55 | --    | 20,009.97 | 2,721.71 | --    | --      | 296.88 |
| SURVEILLANCE & CCTV | REPLACEMENT AT SUBST/ | Grouped   | Grouped | Grouped | 5,776.57  | --    | 4,745.56  | 960.60   | --    | --      | 70.41  |
| SURVEILLANCE & CCTV | TAG SUBSTA CAMERAS    | Grouped   | Grouped | Grouped | 17,251.98 | --    | 15,264.41 | 1,761.11 | --    | --      | 226.47 |

Interlink Group Professional Services, Inc.      13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176      **Phone:**  
**Web:** www.interlinkgroup.net



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# Bid Proposal

## TOGB Substation Remodel Design-Build

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Alex Diaz

#1B

28 December 2017, 17-0194  
TOGB Substation Remodel Design-Build  
The Strand  
400 Ocean Drive  
Golden Beach, FL 33180

Re: Proposal for TOGB Substation Remodel Design-Build Infrastructure Only

We thank you for the opportunity to submit this quote for the Low Voltage Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal; Architectural set from Julio Sanchez of JSA Group Architecture, with the following qualifications and exclusions.

**Qualifications:**

This proposal covers the design-build low voltage IT and security infrastructure for The Strand entrance police Substation remodel project. The scope of work included will be IT cabling, connectors, data jacks, new wall mount IT cabinet, and video connections for the TV displays. In addition the relocation and placement of feeder fiber and copper cabling for the CCTV, phone, Intercom and barrier gate systems. Below is a high level itemization of these tasks.

1. Design-Build package; Professional Services. AutoCAD drafting, and shop drawing package for GC and permitting.
2. All new Cat6 UTP cable for IT data network locations; Workstations, time clock, wireless access point, and access control panels.
  - (9) Duplex Cat6 Devices; office desks, counter and workarea.
  - (2) Simplex Cat6 device; time clock and WAP.
  - (2) Simplex Cat6 device connections; Kantech Controller & relay module.
3. Wall mounted IT cabinet with Plexiglass front cover. 24" x 24" x 20" deep.
4. (1) 24-port Cat6 patch panel, 19" rack mount.
5. (3) Rack mount 19" 1RU horizontal wire managers.
6. (1) HP Enterprise 24-port Gigabit POE+ Network Switch. Layer 2; For Security Cameras / Network.
7. Installation of (1) rack mount 24-port Network Switch; For TOGB Network. Provided by City.
8. Installation of (1) existing fiber optic network termination shelf.
9. Removal and installation of existing fiber optic feeder cables from handhole just south of The Strand next to West Lot. These feed from City Hall and Beach Pavilion IDF for security network.
10. Installation of existing UPS rack mount unit.
11. Test and terminate all of the above cabling.





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# Bid Proposal

## TOGB Substation Remodel Design-Build

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

12. Installation of new wall mounted HDTV display brackets for CCTV viewing video wall. Mount existing HDTV displays that were previously used in substation. Displays are stored inside PD Annex store room.

13. Furnish & install new barrier gate operator cabling to control gate system from inside the substation. Old cabling has been demolished and portions used for temporary control inside the mobile command center.

14. Relocation of all video wall server, TOGB CSO workstation PC, and display monitors located inside mobile command station.

15. Installation of Miami-Dade County Police Dispatch radio equipment removed from building. Installation of new wall mount system, LMR400 coaxial cable, lightning arrestor and grounding. Radio base station is stored inside PD Annex store room.

16. Complete project supervision.

17. Project management.

18. Shop drawings and permit submittal.

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Unless otherwise specified, all cabling shall be rated CMR.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee if applicable.
- All wiring to meet the requirements of the 2014 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed monthly base on work in place using AIA G702 application for payment forms.

#### Pricing:

For the Sum of \$25,392.27

Above price includes Florida Sales Tax.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Job ID: 17-0194

Project: TOGB Substation Remodel Design-Build  
400 Ocean Drive

Golden Beach FL 33180



Linking the World One Connection at a Time...

### Phase Breakdown

| Vendor: TRADE/3-COL                          |         |           |         |         |           |       |           |           |       |         |        |
|--|---------|-----------|---------|---------|-----------|-------|-----------|-----------|-------|---------|--------|
| Labor Level: CONEST                          |         |           |         |         |           |       |           |           |       |         |        |
| Bid Template: BASIC (EXPANDED O&P) -Data v.7 |         |           |         |         |           |       |           |           |       |         |        |
| System                                       | Phase   | Sub-Phase | Level   | Area    | Total     | Quote | Material  | Labor     | Equip | SubCont | DIC    |
| Job  |         |           |         |         | 25,392.27 | --    | 12,586.34 | 12,442.34 | --    | --      | 363.58 |
| COMM TWO-WAY RADIO                           | Grouped | Grouped   | Grouped | Grouped | 1,903.11  | --    | 697.24    | 1,185.73  | --    | --      | 20.14  |
| CARD ACCESS                                  | Grouped | Grouped   | Grouped | Grouped | 8,982.56  | --    | 3,814.67  | 5,057.70  | --    | --      | 110.19 |
| SURVEILLANCE & CCTV                          | Grouped | Grouped   | Grouped | Grouped | 2,472.70  | --    | 1,162.48  | 1,276.64  | --    | --      | 33.58  |
| AUDIO-VISUAL                                 | Grouped | Grouped   | Grouped | Grouped | 1,035.74  | --    | 563.04    | 456.44    | --    | --      | 16.26  |
| NETWORK SYSTEMS                              | Grouped | Grouped   | Grouped | Grouped | 2,763.40  | --    | 2,600.03  | 88.26     | --    | --      | 75.11  |
| WORK STATION CABLING                         | Grouped | Grouped   | Grouped | Grouped | 3,266.12  | --    | 1,246.68  | 1,983.42  | --    | --      | 36.01  |
| FIBER BACKBONE                               | Grouped | Grouped   | Grouped | Grouped | 3,288.64  | --    | 1,056.87  | 2,201.24  | --    | --      | 30.53  |
| MDF/IDF BUILD OUTS                           | Grouped | Grouped   | Grouped | Grouped | 1,680.00  | --    | 1,445.33  | 192.91    | --    | --      | 41.75  |

Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Phone:  
Web: www.interlinkgroup.net



# Bid Proposal

## TOGB CCTV Camera Replacement #5

### Interlink Group Professional Services, Inc.

2170 NW 82nd Avenue  
Doral, FL 33122

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

8 January 2018, 17-0149  
TOGB CCTV Camera Replacement #5  
West Lot / Annex Northwest  
One Golden Beach Drive  
Golden Beach, FL 33160

Re: Proposal for TOGB Additional Cameras. West Lot & City Hall Annex R2 #5

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

#### Qualifications:

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

#### 1. WEST LOT -

Installation of (1) new Axis IP dome camera located in the West lot beside the parking gate operator. Camera is to be installed on a pole fastened next to the existing gate machine. The view will encompass the west lot looking toward the east covering the pedestrian gate. Cabling shall be routed in existing conduit to the gate house sub-station. Includes Genetec IP camera license, configuration and commissioning. This is a new location.

#### 2. POLICE ANNEX -

Installation of (4) new Axis IP dome cameras located in the following areas;

- (1) on the North wall of the Police Annex buildings to view roll-up garage door.
- (1) Inside the evidence closet of annex office.
- (1) Public works driveway on South side of annex/PW bldg.
- (1) Breeze way drive between City Hall and Public Works. Replaces old PTZ.

Installation of new IT switch, 8-port POE to power up and provide connectivity for all 4 cameras. This switch will also provide connection across the breeze way to the police station 2nd floor servers. Includes Genetec IP camera licenses, configuration and commissioning. This is a new addition requested by LT. Diaz and more recently by Chief Hurbello.

#### 3. STRAND ENTRANCE / EXIT CAMERAS - WIDE VIEW

Installation of (2) new Axis IP dome cameras located on new 12 foot pole. Views will be the North side of the entrance driveway looking at both visitor and resident lanes. The second located on the South side of the exit driveway looking at both exit lanes. Includes Genetec IP camera licenses, configuration and commissioning. This is a new addition discussed with LT. Diaz. and Town Manager Alex Diaz. See proposed views attached.

#### BREAKDOWN OF ITEMS 1, 2 & 3 ABOVE:

1. WEST LOT \$ 4,199.38
2. ANNEX NORTHWEST \$ 8,691.93
3. STRAND ENTRANCE/EXIT POLE \$ 9,683.94



Linking the World One Connection at a Time.™

# Bid Proposal

## TOGB CCTV Camera Replacement #5

### Interlink Group Professional Services, Inc.

2170 NW 82nd Avenue

Doral, FL 33122

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

#### Pricing:

For the Sum of \$22,575.25

Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.



**Job ID:** 17-0149  
**Project:** TOGB CCTV Camera Replacement #5  
 One Golden Beach Drive  
 Golden Beach FL 33160

### Phase Breakdown

**Vendor:** TRADE/3-COL 8 Jan 2018 19:47:24  
**Bid Name:** REV1 ADDITIONAL LOCATIONS\* **Bid Template:** BASIC (EXPANDED O&P) -Data v.7

**Labor Level: CONEST**

| System              | Phase               | Sub-Phase | Level   | Area    | Total     | Quote | Material  | Labor    | Equip | SubCont  | DJC    |
|---------------------|---------------------|-----------|---------|---------|-----------|-------|-----------|----------|-------|----------|--------|
| Job                 |                     |           |         |         | 22,575.25 | --    | 11,538.46 | 7,367.75 | --    | 3,430.96 | 238.09 |
| SURVEILLANCE & CCTV | WEST LOT            | Grouped   | Grouped | Grouped | 4,199.38  | --    | 2,863.21  | 1,292.88 | --    | --       | 43.28  |
| SURVEILLANCE & CCTV | STRAND POLES        | Grouped   | Grouped | Grouped | 9,683.94  | --    | 3,196.23  | 2,944.78 | --    | 3,430.96 | 111.97 |
| SURVEILLANCE & CCTV | CITY HALL BREEZEWAY | Grouped   | Grouped | Grouped | 5,506.26  | --    | 3,837.41  | 1,610.84 | --    | --       | 58.01  |
| SURVEILLANCE & CCTV | ANNEX NORTHWEST     | Grouped   | Grouped | Grouped | 3,185.67  | --    | 1,641.61  | 1,519.24 | --    | --       | 24.82  |

Interlink Group Professional Services, Inc.  
 21170 NW 82nd Avenue  
 Doral, FL 33122

**Phone:**  
**Web:** www.interlinkgroup.net



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# Bid Proposal

## TOGB CCTV Camera Replacement #2

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: www.interlinkgroup.net

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

29 December 2017, 17-0146  
TOGB CCTV Camera Replacement #2  
Beach Pavillion  
One Golden Beach Drive  
Golden Beach, FL 33160

#2

Re: Proposal for TOGB Replacement of old Analog Equipment; Beach Pavillion #2 R1

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal, Tamara Peacock Designs, with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

#### Qualifications:

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

#### 1. BEACH PAVILION & PARKING LOT

Installation of (3) new Axis IP cameras located in the Beach Pavilion. One dome fixed camera is to be installed inside the pavilion to replace defective unit, the other two replace the defective fixed domes for parking lot exit and entrance views located on the West exterior side. Cabling shall be routed to existing cabinet at rear of Men's bathroom. Includes Genetec IP camera license, configuration and commissioning. These cameras have recently failed.

#### 2. BEACH REST ROOM FACILITIES

Installation of (3) new Axis IP cameras located on the men's and woman's restroom pavilion entrances. Cabling shall be routed to existing cabinet at rear of Men's bathroom. Includes Genetec IP camera license, configuration and commissioning. These cameras are currently working but advise replacement as they will soon become maintenance issues. In addition, one of the three cameras above will be used to monitor driveway and surfboard / watersport storage area of residents equipment just north of woman's restroom facility and showers.

3. Due to the change to IP cameras it is now necessary to upgrade to a 12-port POE switch with fiber capability.

THIS PROPOSAL REVISION EXCLUDES DEMOLITION OF THE BATHROOMS, AND SURROUNDING AREA AS THIS WORK HAS ALREADY BEEN DONE ON A T&M WORKORDER.

#### BREAKDOWN OF ITEMS 1 through 3 ABOVE:

- 1. BEACH PAVILLON & PARKING LOT \$ 7,482.44
- 2. BEACH PAVILLION RESTROOMS \$ 6,816.10
- 3. NETWORK SWITCH CHANGE \$ 1,947.48

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.



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# Bid Proposal

## TOGB CCTV Camera Replacement #2

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

### Pricing:

For the Sum of \$16,246.03

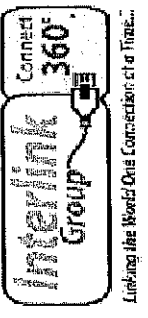
Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.



**Job ID:** 17-0146  
**Project:** TOGB CCTV Camera Replacement #2  
 One Golden Beach Drive  
 Golden Beach FL 33160

### Phase Breakdown

**Vendor:** TRADE/3-COL 29 Dec 2017 10:23:09  
**Labor Level:** CONEST

**Bid Name:** REV1 ADDITIONAL LOCATIONS\* **Bid Template:** BASIC (EXPANDED O&P) -Data v.7

| System              | Phase            | Sub-Phase      | Level   | Area    | Total     | Quote | Material  | Labor    | Equip | SubCont | DJC    |
|---------------------|------------------|----------------|---------|---------|-----------|-------|-----------|----------|-------|---------|--------|
| Job                 |                  |                |         |         | 16,246.03 | --    | 11,387.64 | 4,717.48 | --    | --      | 140.91 |
| SURVEILLANCE & CCTV | BEACH PAV ANALOG |                | Grouped | Grouped | 7,482.44  | --    | 5,066.70  | 2,353.05 | --    | --      | 62.69  |
| SURVEILLANCE & CCTV | BEACH RESTROOMS  |                | Grouped | Grouped | 6,816.10  | --    | 4,622.19  | 2,135.72 | --    | --      | 57.19  |
| SURVEILLANCE & CCTV | BEACH RESTROOMS  | NETWORK SWITCH | Grouped | Grouped | 1,947.48  | --    | 1,698.75  | 227.71   | --    | --      | 21.02  |

**Phone:**  
**Web:** www.interlinkgroup.net

13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176





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# Bid Proposal

## TOGB CCTV Camera Replacement #3

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: www.interlinkgroup.net

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

29 December 2017, 17-0147  
TOGB CCTV Camera Replacement #3  
Beach Pavilion PTZ  
One Golden Beach Drive  
Golden Beach, FL 33160

#3

Re: Proposal for TOGB Replacement of old Analog Equipment; Beach Pavillion PTZ R1

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

#### Qualifications:

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

#### 1. BEACH PAVILION PTZ

Installation of (1) new Axis IP PTZ camera located in the Beach Pavilion replaces the defective PTZ located on the outside of the pavilion on the East side overlooking the beach. Cabling shall be routed to existing cabinet at rear of Men's bathroom. Includes Genetec IP camera license, configuration and commissioning. This camera has not worked in over four years since the original project was done.

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

#### Pricing:

For the Sum of \$6,558.31



Linking the World One Connection at a Time.™

# Bid Proposal

TOGB CCTV Camera Replacement #3

**Interlink Group Professional Services, Inc.**

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.



**Job ID:** 17-0147  
**Project:** TOGB CCTV Camera Replacement #3  
 One Golden Beach Drive  
 Golden Beach FL 33160

**Phase Breakdown**

Vendor: TRADE/3-COL      Labor Level: CONEST      Bid Template: BASIC (EXPANDED O&P) -Data v.7      29 Dec 2017 10:32:19

| System              | Phase         | Sub-Phase | Level   | Area    | Total    | Quote | Material | Labor    | Equip | SubCont | DJC    |
|---------------------|---------------|-----------|---------|---------|----------|-------|----------|----------|-------|---------|--------|
| Job                 |               |           |         |         | 6,558.31 | --    | 5,431.80 | 1,020.78 | --    | --      | 105.72 |
| SURVEILLANCE & CCTV | BEACH PAV PTZ | Grouped   | Grouped | Grouped | 6,558.31 | --    | 5,431.80 | 1,020.78 | --    | --      | 105.72 |

Interlink Group Professional Services, Inc.  
 13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176  
 Phone:  
 Web: www.interlinkgroup.net



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# Bid Proposal

## TOGB CCTV Camera Replacement #4

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: www.interlinkgroup.net

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

*Waters*

8 August 2017, 17-0148  
TOGB CCTV Camera Replacement #4  
Tweedle Park Area  
One Golden Beach Drive  
Golden Beach, FL 33160

*#4*

Re: Proposal for TOGB Camera Replacement of old Analog Equipment; Tweedle Park #4

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

#### Qualifications:

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

#### 1. TWEEDLE PARK PLYGROUND

Installation of (3) new Axis IP FIXED cameras located in the Tweedle Park Pavilion to replaces the existing analog cameras located on the outside of the pavilion overlooking the playground and patio. Cabling shall be routed to kitchen area where junction box is located. A new 5-port Ethernet switch will be added. Includes Genetec IP camera licenses, configuration and commissioning. One camera on the east side is defective, the west side and patio are working but should be replaced due to age and technology.

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

#### Pricing:

For the Sum of \$6,885.37



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# Bid Proposal

## TOGB CCTV Camera Replacement #4

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

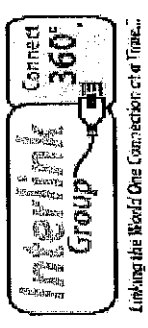
Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.



**Job ID:** 17-0148  
**Project:** TOGB CCTV Camera Replacement #4  
 One Golden Beach Drive  
 Golden Beach FL 33160

**Phase Breakdown**

8 Aug 2017 21:01:04

**Vendor:** TRADE/3-COL      **Labor Level:** CONEST

**Bid Name:** BASE BID\*      **Bid Template:** BASIC (EXPANDED O&P) - Data v.7

| System              | Phase        | Sub-Phase | Level   | Area    | Total    | Quote | Material | Labor    | Equip | SubCont | DJC    |
|---------------------|--------------|-----------|---------|---------|----------|-------|----------|----------|-------|---------|--------|
| JOB                 |              |           |         |         | 6,885.37 | --    | 4,805.71 | 1,974.51 | --    | --      | 105.15 |
| SURVEILLANCE & CCTV | TWEEDLE PARK | Grouped   | Grouped | Grouped | 6,885.37 | --    | 4,805.71 | 1,974.51 | --    | --      | 105.15 |

Interlink Group Professional Services, Inc.  
 13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176

**Phone:**  
**Web:** www.interlinkgroup.net



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# Bid Proposal

## TOGB Barrier Arm Break-Away connectors

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

10 August 2017, 17-0150  
TOGB Barrier Arm Break-Away connectors  
Magnetics GAtE Operators-City Wide

Attention: Yovany Diaz

Re: Proposal for TOGB Barrier Arm Break-Away connectors

We thank you for the opportunity to submit this quote for the Low Voltage Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal with the following qualifications and exclusions.

#### Qualifications:

1. Furnish (8) Break-Away flanges for Verioboom gate arms from Magnetic Automation.
2. Installation of (8) arms to retrofit existing gate operators.

Materials \$2,242.

Labor \$ 535.

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

#### Pricing:

For the Sum of \$2,873.98

Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

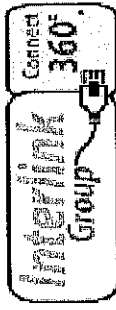
We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.

Job ID: 17-0150  
 Project: TOGB Barrier Arm Break-Away connectors



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### Phase Breakdown

| Vendor: TRADE/3-COL                          |         | Labor Level: CONEST |         | 10 Aug 2017 8:50:46 |          |       |          |        |       |         |       |
|--|---------|---------------------|---------|---------------------|----------|-------|----------|--------|-------|---------|-------|
| Bid Template: BASIC (EXPANDED O&P) -Data v.7 |         |                     |         |                     |          |       |          |        |       |         |       |
| System                                       | Phase   | Sub-Phase           | Level   | area                | Total    | Quote | Material | Labor  | Equip | SubCont | DJC   |
| Job  |         |                     |         |                     | 2,873.98 | --    | 2,241.67 | 534.58 | --    | --      | 97.73 |
| CARD ACCESS                                  | Grouped | Grouped             | Grouped | Grouped             | 2,873.98 | --    | 2,241.67 | 534.58 | --    | --      | 97.73 |

Interlink Group Professional Services, Inc.  
 13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176

Phone:  
 Web: www.interlinkgroup.net





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** January 23, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz, *Alex B*  
Town Manger

**Subject:** Resolution No. 2540.18, 2541.18 & 2542.18 – Approving  
Agreements with Florida Power and Light

Item Numbers:

8, 9 & 10

---

### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2540.18 as presented.

### Background:

As part of our ongoing Capital Improvement Program, one element is the replacement of the Towns Street Lights. During the last twenty-four months we have explored: design, enhance safety, ascetics, and funding.

After evaluating all of the viable options, I am recommending that the Town partner with Florida Power and Light's (FPL) new LED Street Light Program (recently approved Tariff). This program allows for FPL to design (we designed our system and they accepted), remove, and install the new system.

The Town will continue to work with the Project Team: Stantec, Florida Governmental Consulting Services (FGCS), HPF, Mainguy Landscaping, and Southeastern Restoration for full delivery of this project. We anticipate the project to be completed by the end of the year.

Once the new system is installed, FPL will be required to service the system, replace posts as they are damaged and replace system in the event of a storm.

We are adding an additional 54 locations (lights) throughout Town.

The Town is obligated to pay off the current value of the existing system the cost of construction.

Construction Cost

|                                |                 |
|--------------------------------|-----------------|
| Cost of Boring                 | \$67,241        |
| <u>Minus Cost of Trenching</u> | <u>\$10,625</u> |
|                                | \$56,616        |

Plus

|                      |                 |
|----------------------|-----------------|
| Removal Cost         | \$21,517        |
| <u>Remaining NBV</u> | <u>\$11,083</u> |
| Total Costs          | \$89,216        |

|                      |                 |
|----------------------|-----------------|
| Minus EAR            | \$ 1,555        |
| <u>Minus Deposit</u> | <u>\$ 2,880</u> |
| Balance Due          | \$84,781        |

Although our options for fixtures are limited, the Town Council previously gave their consent on a suitable fixture for the Town. (See Attached- Selected Light and Posts)

The attached documents are required as the Town desires to enter into a relationship with FPL.

**Fiscal Impact:**

We propose the following budget for this project:

|  |                     |
|--|---------------------|
| FPL- \$89,216 (Contract) + \$50,000 (Contingency)                                | \$139,216.00        |
| Engineering (Stantec), Grant Management (FGCS),<br>Construction Management (HPF) | \$30,000.00         |
| Landscaping and Restoration Costs  | \$60,000.00         |
| <b>Total Budget</b>  | <b>\$229,216.00</b> |
| State Grant  | \$100,000.00        |
| From the Restricted Funds in<br>Capital Projects Fund                            | \$129,216.00        |

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2540.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A STREET LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach, Florida (“Town”) finds that improvements to the Town’s electric infrastructure improve the quality of life of the Town’s residents; and

**WHEREAS**, Florida Power and Light Company (“FPL”) is the provider of the Town’s electric service and is responsible for installing, removing, and maintaining certain FPL-owned facilities such as poles, underground conductors, and light fixtures throughout the Town; and

**WHEREAS**, the Town Council has determined that the Street Lighting Agreement between the Town and FPL attached hereto as Exhibit “A” (the “Agreement”) to remove certain street lights from the Town’s account is acceptable and will well serve the needs 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 and confirmed.

**Section 2. Agreement Approved.** The Town Council hereby approves the Agreement.

**Section 3. Authorization.** The Town Manager is authorized to execute the Agreement in substantially the same form as Exhibit "A," subject to the approval of the Town Attorney as to form, content, and legality.

**Section 4. Implementation.** The Town Manager and the Town Attorney are hereby authorized to take any and all actions necessary to implement this Resolution.

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

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

|                                  |       |
|----------------------------------|-------|
| Mayor Glenn Singer               | _____ |
| Vice Mayor Judy Lusskin          | _____ |
| Councilmember Kenneth Bernstein  | _____ |
| Councilmember Amy Isackson-Rojas | _____ |
| Councilmember Jaime Mendal       | _____ |

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 23<sup>rd</sup> day of January, 2018.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



FPL Account Number: **94293-80448**  
 FPL Work Order Number: \_\_\_\_\_

**STREET LIGHTING AGREEMENT**

In accordance with the following terms and conditions, **Town of Golden Beach** (hereinafter called the Customer), requests on this \_\_\_\_\_ day of **January, 2018**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) **Town wide**, located in **Golden Beach**, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

| <u>Lights Installed</u>       |              |             |
|-------------------------------|--------------|-------------|
| Fixture Rating<br>(in Lumens) | Fixture Type | # Installed |
|                               |              |             |
|                               |              |             |
|                               |              |             |
|                               |              |             |
|                               |              |             |
|                               |              |             |
|                               |              |             |

| <u>Lights Removed</u>         |                         |           |
|-------------------------------|-------------------------|-----------|
| Fixture Rating<br>(in Lumens) | Fixture Type            | # Removed |
|                               | Post Top<br>Traditional | 23        |
|                               |                         |           |
|                               |                         |           |
|                               |                         |           |
|                               |                         |           |
|                               |                         |           |
|                               |                         |           |

| <u>Poles Installed</u> |             | <u>Poles Removed</u> |           |
|------------------------|-------------|----------------------|-----------|
| Pole Type              | # Installed | Pole Type            | # Removed |
|                        |             | Fiberglass           | 23        |
|                        |             |                      |           |
|                        |             |                      |           |

| <u>Conductors Installed</u> | <u>Conductors Removed</u> |
|-----------------------------|---------------------------|
| Feet not Under Paving       | Feet not Under Paving     |
| Feet Under Paving           | Feet Under Paving         |

(b) Modification to existing facilities other than described above (explain fully): **Poles and lights no longer in the field being removed from account.**

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

- To pay a contribution in the amount of **\$0.00** prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

- 7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
  - a. the addition of street lighting facilities;
  - b. the removal of street lighting facilities; and
  - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
- 8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- 9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- 12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

**Town of Golden Beach**  
Customer (Print or type name of Organization)

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Francisco J. Arbide  
(Print or type name)

Title: \_\_\_\_\_

Title: Business Development Manager

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2541.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING AN LED LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY IN AN AMOUNT NOT TO EXCEED \$16,300.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach, Florida (“Town”) finds that improvements to the Town’s electric infrastructure improve the quality of life of the Town’s residents; and

**WHEREAS**, Florida Power and Light Company (“FPL”) is the provider of the Town’s electric service and is responsible for installing, removing, and maintaining certain FPL-owned facilities such as poles, underground conductors, and light fixtures throughout the Town; and

**WHEREAS**, the Town Council has determined that the LED Lighting Agreement between the Town and FPL attached hereto as Exhibit “A” (the “Agreement”) to remove certain poles and install new decorative poles is acceptable and will well serve the needs 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 and confirmed.

**Section 2. Agreement Approved.** The Town Council hereby approves the Agreement.

**Section 3. Authorization.** The Town Manager is authorized to execute the Agreement in substantially the same form as Exhibit "A," subject to the approval of the Town Attorney as to form, content, and legality, and in furtherance of the Agreement, to expend budgeted funds in an amount not to exceed \$16,300.00.

**Section 4. Implementation.** The Town Manager and the Town Attorney are hereby authorized to take any and all actions necessary to implement this Resolution.

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

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

|                                  |       |
|----------------------------------|-------|
| Mayor Glenn Singer               | _____ |
| Vice Mayor Judy Lusskin          | _____ |
| Councilmember Kenneth Bernstein  | _____ |
| Councilmember Amy Isackson-Rojas | _____ |
| Councilmember Jaime Mendal       | _____ |

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 23<sup>rd</sup> day of January, 2018.

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MAYOR GLENN SINGER

ATTEST:

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LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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STEPHEN J. HELFMAN  
TOWN ATTORNEY





FPL Account Number: 94293-80448

FPL Work Request Number: 7894854

## LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Town of Golden Beach (hereinafter called the Customer), requests on this \_\_\_\_ day of January, 2018, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) town wide, located in Golden Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

| <b><u>Poles</u></b>   |                            |                    |                  |                           |
|-----------------------|----------------------------|--------------------|------------------|---------------------------|
| Pole Type             | Existing Pole Count<br>(A) | # Installed<br>(B) | # Removed<br>(C) | New Pole Count<br>(A+B-C) |
| Wood                  |                            |                    |                  |                           |
| Standard Concrete     |                            |                    |                  |                           |
| Standard Fiberglass   | NA                         | 0                  | 60               | 0                         |
| Decorative Concrete   | 0                          | 60                 | 0                | 60                        |
| Decorative Fiberglass |                            |                    |                  |                           |

| <b><u>Underground Conductor</u></b> |                         |                       |                     |                        |
|-------------------------------------|-------------------------|-----------------------|---------------------|------------------------|
| Type                                | Existing Footage<br>(A) | Feet Installed<br>(B) | Feet Removed<br>(C) | New Footage<br>(A+B-C) |
| Under Pavement                      |                         | N/A <sup>(1)</sup>    |                     |                        |
| Not Under Pavement                  |                         |                       |                     |                        |

(1) All new conductor installed is in conduit and billed as Not Under Pavement

## Fixtures <sup>(2)</sup>

| Type<br>(HPSV,MV,LED) | Manufacturer | Watts | Lumens | Color<br>Temperature<br>(LED Only) | Style                 | Existing<br>Fixture<br>Count<br>(A) | #<br>Installed<br>(B) | #<br>Removed<br>(C) | New<br>Fixture<br>Count<br>(A+B-C) |
|-----------------------|--------------|-------|--------|------------------------------------|-----------------------|-------------------------------------|-----------------------|---------------------|------------------------------------|
| HPSV                  |              | 150   |        |                                    | Post Top Traditional  | NA                                  | 0                     | 60                  | 0                                  |
| LED                   | Holophane    | 60    | 7076   | 3000K                              | Granville Black/Black | NA                                  | 60                    | 0                   | NA                                 |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |
|                       |              |       |        |                                    |                       |                                     |                       |                     |                                    |

(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/partner/builders/lighting.html](http://www.fpl.com/partner/builders/lighting.html)

- (b) Modification to existing facilities other than described above (explain fully): Existing poles will be removed and replaced in the same location with Black Washington Decorative Poles.
- 

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a contribution in the amount of \$16,300.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof,

unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Town of Golden Beach  
Customer (Print or type name of Organization)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
(Signature)

Francisco J. Arbide  
(Print or type name)

Title: Business Development Manager

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2542.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING AN LED LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY IN AN AMOUNT NOT TO EXCEED \$68,481.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach, Florida (“Town”) finds that improvements to the Town’s electric infrastructure improve the quality of life of the Town’s residents; and

**WHEREAS**, Florida Power and Light Company (“FPL”) is the provider of the Town’s electric service and is responsible for installing, removing, and maintaining certain FPL-owned facilities such as poles, underground conductors, and light fixtures throughout the Town; and

**WHEREAS**, the Town Council has determined that the LED Lighting Agreement between the Town and FPL attached hereto as Exhibit “A” (the “Agreement”) to replace certain poles with decorative poles is acceptable and will well serve the needs 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 and confirmed.

**Section 2. Agreement Approved.** The Town Council hereby approves the Agreement.

**Section 3. Authorization.** The Town Manager is authorized to execute the Agreement in substantially the same form as Exhibit "A," subject to the approval of the Town Attorney as to form, content, and legality, and in furtherance of the Agreement, to expend budgeted funds in an amount not to exceed \$68,481.00.

**Section 4. Implementation.** The Town Manager and the Town Attorney are hereby authorized to take any and all actions necessary to implement this Resolution.

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

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

|                                  |       |
|----------------------------------|-------|
| Mayor Glenn Singer               | _____ |
| Vice Mayor Judy Lusskin          | _____ |
| Councilmember Kenneth Bernstein  | _____ |
| Councilmember Amy Isackson-Rojas | _____ |
| Councilmember Jaime Mendal       | _____ |

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 23<sup>rd</sup> day of January, 2018.

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MAYOR GLENN SINGER

ATTEST:

---

LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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STEPHEN J. HELFMAN  
TOWN ATTORNEY



FPL Account Number: 94293-80448

FPL Work Request Number: 8017091

## LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Town of Golden Beach (hereinafter called the Customer), requests on this \_\_\_\_ day of January, 2018, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) town wide, located in Golden Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

| <b><u>Poles</u></b>   |                            |                    |                  |                           |
|-----------------------|----------------------------|--------------------|------------------|---------------------------|
| Pole Type             | Existing Pole Count<br>(A) | # Installed<br>(B) | # Removed<br>(C) | New Pole Count<br>(A+B-C) |
| Wood                  |                            |                    |                  |                           |
| Standard Concrete     |                            |                    |                  |                           |
| Standard Fiberglass   | NA                         | 0                  | 60               | 0                         |
| Decorative Concrete   | 0                          | 114                | 0                | NA                        |
| Decorative Fiberglass |                            |                    |                  |                           |

| <b><u>Underground Conductor</u></b> |                         |                       |                     |                        |
|-------------------------------------|-------------------------|-----------------------|---------------------|------------------------|
| Type                                | Existing Footage<br>(A) | Feet Installed<br>(B) | Feet Removed<br>(C) | New Footage<br>(A+B-C) |
| Under Pavement                      |                         | N/A <sup>(1)</sup>    |                     |                        |
| Not Under Pavement                  |                         | 5,292                 |                     |                        |

(1) All new conductor installed is in conduit and billed as Not Under Pavement

## Fixtures <sup>(2)</sup>

| Type<br>(HPSV,MV,LED) | Manufacturer | Watts | Lumens | Color<br>Temperature<br>(LED Only) | Style                 | Existing<br>Fixture<br>Count<br>(A) | #<br>Installed<br>(B) | #<br>Removed<br>(C) | New<br>Fixture<br>Count<br>(A+B-C) |
|-----------------------|--------------|-------|--------|------------------------------------|-----------------------|-------------------------------------|-----------------------|---------------------|------------------------------------|
| HPSV                  |              | 150   |        |                                    | Post Top Traditional  | NA                                  | 0                     | 60                  | 0                                  |
| LED                   | Holophane    | 60    | 7076   | 3000K                              | Granville Black/Black | NA                                  | 114                   | 0                   | NA                                 |
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(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/partner/builders/lighting.html](http://www.fpl.com/partner/builders/lighting.html)



- (b) Modification to existing facilities other than described above (explain fully): Existing poles will be removed and new poles will be installed in the locations set forth in the agreed upon plans.
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That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a contribution in the amount of \$68,481.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof,

unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Town of Golden Beach  
Customer (Print or type name of Organization)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
(Signature)

Francisco J. Arbide  
(Print or type name)

Title: Business Development Manager