



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Agenda for the March 18, 2014
Local Planning Agency Hearing called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. ADOPTION OF AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS

1. An Ordinance of the Town Council Amending the Regulations Limiting the Height of Residential Structures

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING"; ARTICLE III "DISTRICT REGULATIONS", TO AMEND REGULATIONS LIMITING THE HEIGHT OF RESIDENTIAL STRUCTURES; AMENDING ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PROHIBIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 559.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 559.14

E. ADJOURNMENT:

DECORUM:

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

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

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

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

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

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 559.14

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING"; ARTICLE III "DISTRICT REGULATIONS", TO AMEND REGULATIONS LIMITING THE HEIGHT OF RESIDENTIAL STRUCTURES; AMENDING ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PROHIBIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach ("Town Council") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Town Council desires to amend the Code in order to provide for revised regulations of the height of residential structures, and for exceptions for certain building features which necessitate additional height; and

WHEREAS, the Town Council also desires, with limited exception, to amend the Code in order to prohibit rooftop terraces, and elevators which provide rooftop terrace access, while providing for the continuation of such structures if lawfully permitted as legal nonconforming structures for which construction has been commenced or completed prior to February 4, 2014; and

WHEREAS, the Town Manager and Building Official have prepared the proposed text amendments; and

WHEREAS, the Town Council, meeting as the Local Planning Agency, considered the amendments proposed in this Ordinance on March 18th, 2014 and recommended adoption of this Ordinance to the Town Council; and

WHEREAS, after careful consideration of this matter, the Town Council has determined that it is in the best interests of the Town to approve the text amendments to Chapter 66, Zoning.

NOW, THEREFORE, BE IT ORDAINED 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. Amendment. Chapter 66 of the Town Code is amended by making modifications to Article III, District Regulations, in the following particulars:¹

ARTICLE III. District Regulations.

Sec. 66-69. Minimum frontage, building square footage and height of residence.

Minimum Requirements: Set forth below are the minimum Frontage, building square footage and height of residence requirements:

* * *

(8) Residential structures built in the Town shall not exceed 27.5 feet in height if built on lots with Frontage of 50 feet or larger, but less than 100 feet; or 30 feet in height if built on 100-foot Frontage or larger parcel or lots. Residential structures built on Exempted Lots shall not exceed 25 feet in height. All height measurements referenced in this

¹ Changes between first and second reading are indicated in red, with additions between first and second reading shown in double underline. Deletions between first and second reading are shown in ~~double strikethrough~~.

subsection shall be measured from the lowest habitable room finished first floor elevation (excluding garages) to the highest ridge of the roof. The height shall be measured from the lowest habitable finished floor. The maximum height limits of this subsection shall apply to all architectural features, provided that ~~parapet walls, mansard roofs functioning as parapet walls, and~~ **functional** chimneys may be permitted to extend no more than five (5) feet above the maximum height limits of this subsection. ~~Elevator overrides serving a roof terrace shall be permitted to extend a maximum of ten feet above the permissible height provided the floor area is the minimum size necessary to facilitate the elevator cab and vestibule, and provided that such elevator is positioned as equidistant as practicable from all sides of the roof perimeter.~~

* * *

Section 3. Amendment. Chapter 66 of the Town Code is amended by making modifications to Division 11, Accessory Buildings, of Article IV, Supplementary District Regulations, in the following particulars:

ARTICLE IV. Supplementary District Regulations.

DIVISION 11. Accessory Buildings.

* * *

Sec. 66-261. Rooftop terraces.

(a) For purposes of this section, a rooftop terrace shall be defined as the use of exterior space on the surface of any roof or roofs of a residential structure, which is improved to support outdoor activities including but not limited to dining areas, lounges, or gardens.

(b) A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof shall be permitted in accordance with subsection (c) provided it is positioned as equidistant as practicable from all sides of the roof perimeter and is set back a minimum of ten feet from the roof perimeter. A parapet or safety wall 42 inches in height shall surround the perimeter of any rooftop terrace area.

(c) Except as provided in Section (d) below from and after February 4, 2014, rooftop terraces and elevators which provide access to a rooftop terrace shall be prohibited. Rooftop terraces and elevators which provide access to a rooftop terrace for which a building permit has been issued and construction has been either commenced or completed prior to February 4, 2014 shall be deemed legal nonconforming, provided that such rooftop terraces and elevators are constructed in accordance with all requirements of the Code of Ordinances and other applicable laws in effect on the date of permit issuance. Legal nonconforming rooftop terraces and elevators which provide access to a rooftop terrace shall not be enlarged in any manner or undergo any structural alterations except such alterations which will conform such structures to this subsection.

(d) Within Zone One rooftop terraces shall be permitted on lots larger than 7,500 square feet subject to the following limitations:

- i) the habitable terrace areas shall be limited to 1,000 square feet.
- ii) the terrace area must be set back 10 feet from the edge of the roof in all directions except the rear (ocean front).
- iii) the terrace 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.

iv) no amplified or live music shall be permitted on the roof.

v) the elevator and any covered elevator vestibule serving the rooftop terrace shall be limited to an area of 5'x10'.

* * *

Section 4. Implementation. The Town Clerk and Town Manager are hereby authorized to take any and all action necessary to implement this Ordinance and make it part of the Town Code including re-numbering or re-lettering the code references and ordering.

Section 5. Severability. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 6. Conflicts. To the extent that this Ordinance conflicts wholly or partially with any existing provision in the Town Code, the terms of this Ordinance shall prevail.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption.

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

Mayor Glenn Singer	<u>Aye</u>
Vice-Mayor Judy Lusskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

PASSED AND ADOPTED on first reading this 18th day of February, 2014.

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

Mayor Glenn Singer	_____
Vice-Mayor Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED on second reading this 18th day of March, 2014.

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**

**Official Agenda for the March 18, 2014
Regular Town Council Meeting called for 7:10 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

E. MOTION TO SET THE AGENDA

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

F. TOWN BOARD/COMMITTEE REPORTS

Beach Committee
Beautification Committee
Building Regulation Advisory Board
Comprehensive Planning Board
Recreation Committee
Security/Public Safety Committee
Youth Leadership Committee

G. GOOD AND WELFARE

H. MAYOR'S REPORT

I. COUNCIL COMMENTS

J. TOWN MANAGER REPORT

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

- 1. An Ordinance of the Town Council Granting to Peoples Gas System A Franchise Agreement**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND PERMITTED ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF GOLDEN BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

Exhibit: Agenda Report No. 1
Ordinance No. 558.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 558.14

2. An Ordinance of the Town Council Amending the Regulations Limiting the Height of Residential Structures

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING"; ARTICLE III "DISTRICT REGULATIONS", TO AMEND REGULATIONS LIMITING THE HEIGHT OF RESIDENTIAL STRUCTURES; AMENDING ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PROHIBIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Ordinance No. 559.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 559.14

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

3. **Official Minutes of the February 4th, 2014 Zoning Workshop**
4. **A Resolution of the Town Council Approving the Agreement for Contract Police Officer David Carrazana.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AGREEMENT FOR CONTRACT POLICE OFFICER WITH DAVID CARRAZANA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2342.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2342.14

P. TOWN RESOLUTIONS

None

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

DECORUM:

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TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 558.14

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND PERMITTED ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF GOLDEN BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

WHEREAS, Company and Town, pursuant to Ordinance No. 457.2000, were parties to that certain Franchise Agreement effective August 15th, 2000 (the “2000 Franchise Agreement”);

WHEREAS, the 2000 Franchise Agreement was for a term of ten (10) years and has since expired;

WHEREAS, Company and Town desire to enter into a new franchise agreement for a period of thirty (30) years commencing from the date provided herein and providing for the payment of fees to Town in exchange for the nonexclusive right and privilege of supplying natural gas and other services pursuant to certain terms and conditions;

WHEREAS, this Ordinance shall repeal and replace Ordinance No. 457.2000; and

WHEREAS, Town finds that it is in the public interest of its citizens to enter into a new franchise agreement with Company.

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

SECTION 1: **RECITALS ADOPTED.** That the above stated recitals are hereby adopted and confirmed.

SECTION 2: **DEFINITIONS.** For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. “Customer” shall mean any Person served by the Company within the corporate limits of the Town.
- B. “Town” shall mean the Town of Golden Beach, Miami-Dade County, Florida, its successor and assigns.
- C. “Company” shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and Permitted Assigns.
- D. “Distribution System” shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Town.
- E. “Effective Date” shall mean the date this Franchise becomes Effective as described in Section 20 below.
- F. “Franchise” or “Franchise Agreement” shall mean this agreement, as passed and adopted by the Town and accepted by the Company, as provided in Section 20 below.
- G. “FPSC” shall mean the Florida Public Service Commission or any successor agency.
- H. “Gross Revenues” shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- I. “Person” shall mean any individual, firm, partnership, estate, corporation,

company or other entity, including, but not limited to, any government entity or municipally-owned utility.

- J. "Natural Gas" of "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other right-of-way that is owned by the Town.

SECTION 3: **GRANT.** The Town hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the Town, or in such territory as may be hereafter added or annexed to, or consolidated with, the Town, a Distribution System subject to the terms and conditions herein contained.

SECTION 4: **TERM.** Except as provided in Section 16, the Franchise hereby granted shall be for a period of thirty (30) years from the effective date of this ordinance.

SECTION 5: **ASSIGNMENT.**

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the Town, which shall not be unreasonably withheld or unduly delayed. No assignment shall be

allowed without the assignee assuming the terms of the Franchise Agreement with the Town .

B. Notwithstanding the foregoing, the Company may, without the consent of the Town, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), provided that the tenant, assignee, or successor ("the Permitted Assign"), is assuming the terms and conditions of the Franchise Agreement with the Town. The Company may pledge or mortgage such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 6: **TOWN COVENANT.** As a further consideration for this Franchise Agreement, the Town covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Town, as modified, during the term of this Franchise Agreement.

SECTION 7: **USE OF STREETS.** The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate Town authority. The Company acknowledges

that the Town has spent significant funds in recent years on improving the Rights-of-way, inclusive of lighting and landscape, and as such, the Company shall, to the extent commercially practicable, endeavor to restore such improvements replacing or utilizing, to the extent reasonably practicable and commercially feasible, the same or substantially similar materials as previously existed prior to the Company's actions when they are excavated or disturbed as part of the work undertaken in connection with the supply of natural gas. The Town shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this agreement, the Town shall not charge the Company any fees for the issuance of such permits. The Company shall, as provided herein and to the extent commercially practicable, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the Town, to restore such Rights-of-way, then the Town may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company. To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the Town has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the Town or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the Town shall not pass any

ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

SECTION 8: **MAINTENANCE.** All such components of the Distribution System of the Company located within the Town shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 9: **LAYING OF PIPE.** All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in Town permits.

SECTION 10: **CONSTRUCTION WORK.** The Town reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the Town in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the Town to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the Town without claim for reimbursement. If the Town shall require the

Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person to use said Rights-of-way of the Town, as part of its permitting or approval process, the Town shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said Town unless it has received specific written permission from the Town or its duly authorized representative.

SECTION 11: **FRANCHISE FEE.** Subject to Section 12 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or permitted assigns, shall pay to the Town, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the Town. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 12: **PARITY.** In the event the Company enters into a franchise agreement with another Florida governmental entity in Miami-Dade or Broward Counties, under which franchise fees are based upon a percentage of gross revenue

that is higher than six percent (6%) of Franchisee's sales of natural gas to customers under such franchise, then the percentage basis of the Franchise Fee used in this Franchise shall be adjusted to provide for a Franchise Fee that equals the value of franchise fees that would result in the event that the percentage used in such other franchise agreement were applied to the Gross Revenues from sales of natural gas to customers in the Town and such adjustment shall be effective as of the first day of the month following the commencement date of the franchise for such other Florida governmental entity.

If, during the term of this Franchise Agreement, the Town, by franchise agreement or ordinance, allows other gas providers, gas consumers or gas transporters ("Alternate Gas Providers") the right, privilege or franchise to construct, maintain, operate or use gas facilities in, under, upon, over or across the present or future streets, alleys, bridges, easements or other public rights of way of the Town, for the purpose of supplying or delivering Natural Gas to customers located within the corporate limits of the Town or receiving such gas from a person other than the Company within such corporate limits, and imposes a franchise compensation obligation or an equivalent on such Alternate Gas Provider for any customer or class of customers that is less than that imposed with respect to the same Customer or class of Customers under this Franchise Agreement, the franchise compensation rate and/or base to which such rate is applied with respect to the same class of customers shall be reduced under this Franchise Agreement so that the franchise compensation paid hereunder for such Customer class is no greater than the franchise compensation payable by such

Alternate Gas Provider under the franchise agreement or ordinance applicable to it, when compared on a dollars-per-term basis. In the event that the Town determines not to impose any franchise compensation by agreement, ordinance or otherwise on any such Alternate Gas Provider, the Company's obligation to pay a franchise fee under this Franchise Agreement with respect to revenues derived from the provision of service by the Company to the comparable class of customers served by such Alternate Gas Provider thereafter shall be extinguished.

SECTION 13: IDENTIFICATION OF TOWN RESIDENTS.

The Company has sufficient information (including Town limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the Town limits as of the Effective Date. No less than thirty (30) days prior to the effectiveness of any change in the Town's limits, the Town shall deliver to the Company written notice thereof, and include in such notice a description of the affected limits thereof, whether by addition, annexation or consolidation. The Company shall be relieved of any obligation to pay franchise fees to the extent the Town has failed to provide information as set forth in the foregoing sentence.

SECTION 14: ACCOUNTS AND RECORDS. The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the Town are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida and be open at all reasonable times and upon reasonable notice for

inspection by the duly authorized representative of the Town. Upon request by the Town, or its designated representative, the Company shall make available said records within thirty (30) days to the Town for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 15: **INSURANCE.** During the term of this Franchise, the Company shall self-insure and/or maintain in effect the insurance coverage described below:

- a. General liability insurance with limits of not less than \$10,000,000 each occurrence and including coverage for (1) premises and/or operations; (2) independent contractors and products and/or completed operations; (3) broad form property damage, personal injury and a contractual liability endorsement, including any hold harmless and/or indemnification agreement.
- b. Worker's compensation insurance for all required employees for statutory limits as required by applicable State and Federal laws, which policies must include employer's liability with minimum limits of \$500,000 per accident.
- c. Automobile liability insurance including coverage for all owned, hired, leased and non-owned automobiles with limits of liability not less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability.

Company shall provide the Town with a certificate of self-insurance coverage or certificates of insurance for all required policies or coverages. The certificates of insurance shall not only name the types of policies provided, but also shall refer specifically to this Franchise Agreement and shall state that such insurance is as required by this Franchise Agreement. The Town reserves the right to require the Company to provide a certified copy of such policies, upon written request by the Town. Renewal certificates of insurance shall be furnished prior to the date of their policy expiration. Company shall provide for 30 days' written notice to Town prior to the cancellation or material change of any insurance referred to therein.

The Town shall be named as an additional insured in all of the foregoing policies (except for any workers' compensation policy) with respect to liability arising out of this Franchise Agreement. Company's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Company's insurance. Company's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

The Company's self-insured retentions and deductibles will be based on prudent risk management principles. The Company shall be responsible for the payment of any deductible in the event of any claim arising from the Company's negligence.

If insurance policy(ies) are on an occurrence basis, the insurance must be maintained for four years after the completion of all services required under this Agreement. If insurance policy(ies) are on a claims-made basis, the retroactive date on said policy(ies) must be no later than the inception of services under this contract and the insurance policy must respond to claims reported within four years after the completion of all services required under the Agreement.

SECTION 16: INDEMNIFICATION. In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the Town, its officers, agents and employees from and against any and all claims, demands, suits, actions, damages, expenses, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the Town during the term of this Franchise and resulting in personal injury, loss of life or damage to property, sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorneys' fees, expenses and liabilities incurred by the Town (inclusive of any incurred before, or at, trial or at any appellate level) in connection with any such claim, demand, suit or cause of action, damage, expense, including the investigation thereof, and the defense of any action or proceeding brought thereon and/or any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions,

losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the Town, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

SECTION 17: **TERMINATION BY TOWN.** Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the Town to declare a termination of this Franchise Agreement; provided, however, that before such action by the Town shall become operative and effective, the Company shall have been served by the Town with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the Company with respect thereto, and the Company shall, except in emergency situations, have had a period of sixty (60) days after service of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to the Town, to effect such cure and diligently commences to execute, and to the extent commercially practicable continues to execute on said plan; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 18: **CHANGES IN PROVISIONS HEREOF.** Changes in the terms and conditions hereof may be made by written agreement between the Town and the Company.

SECTION 19: **SEVERABILITY; CHANGE IN LAW.**

(A) If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the Town or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or Town may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 20: **GOVERNING LAW.** This Franchise shall be governed by the laws of the State of Florida and applicable federal law. Any litigation between the

Parties arising from this Agreement shall only be in Miami-Dade County, Florida and the Parties agree to venue in Miami-Dade County, Florida.

SECTION 21: **REPEAL.** Ordinance No. 457.2000, passed and adopted and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed as superceded, except that any franchise fees which are due and owing shall remain in effect until paid, and any obligation of Grantee to defend, indemnify and hold harmless Grantor for damages or injuries sustained by others shall continue as to any damage or injury which has occurred prior to the effective date of this Franchise Agreement which shall apply only to the extent such claims are not barred by any other statute of limitations.

SECTION 22: **EFFECTIVE DATE.** As a condition precedent to the taking effect of this ordinance, the Company shall file its acceptance hereof with the Town's Clerk within 60 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Company files such acceptance.

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

Mayor Glenn Singer	<u>Aye</u>
Vice-Mayor Judy Lusskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

PASSED AND ADOPTED on first reading this 18th day of February, 2014.

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

Mayor Glenn Singer	_____
Vice-Mayor Bernard Einste	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED on second reading this 18th day of March, 2014.

TOWN OF GOLDEN BEACH, FLORIDA

By: _____
MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY, TOWN OF GOLDEN BEACH, FLORIDA
Accepted this _____ day of _____, 2014

PEOPLES GAS SYSTEM, A DIVISION OF
TAMPA ELECTRIC COMPANY

By: _____
Title: _____

GOLDEN BEACH, FLORIDA

ORDINANCE NO. 457.2000

CERTIFICATION

I certify this to be a true and correct copy of the record in Town Hall files.
WITNESSETH my hand and official seal of the Town of Golden Beach, Florida, this 3rd day of October 2000

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC. A FLORIDA CORPORATION, ITS SUCCESSORS AND ASSIGNS A FRANCHISE FOR A PERIOD OF TEN (10) YEARS TO CONSTRUCT, OPERATE AND MAINTAIN A GAS UTILITY SYSTEM IN THE TOWN OF GOLDEN BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH FRANCHISE AND FOR REVOCATION THEREOF; PROVIDING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to enter into an agreement with Peoples Gas System.

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

Section 1. That there is hereby granted to Peoples Gas System, Inc., a Florida corporation, (herein called the "Grantee") its successors and assigns, the non-exclusive right, privilege or franchise to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements, and other public places of the Town of Golden Beach, Florida, (herein called the "Grantor"), and its successors, in accordance with established practice with respect to gas system construction and maintenance, for a period of ten years from the date of acceptance hereof, gas system facilities (including gas mains, pipes, supply pipes, conduits, ducts and other means of conveyance of gas) for the purpose of supplying natural, manufactured and other gas to Grantor, and its successors, the inhabitants thereof, and persons and corporations beyond the limits thereof. Natural gas tariffs shall be approved by the Florida Public Service Commission or in the absence of the Florida Public Service Commission the tariffs shall be approved by the council of the Town of Golden Beach.

Section 2. That the Facilities shall be located or relocated and so erected as to interfere as little as possible with any sewers, water pipes or other public utility services previously constructed. The

location or relocation of all facilities shall be made after Grantee's receipt of applicable permits and approvals from Grantor and under the supervision with the approval of such representatives as the governing body of Grantor may designate for the purpose but not so as unreasonably to interfere with the proper operation of Grantee's facilities and services. That when any portion of a street, alley, bridge, easement and other public place of The Town Of Golden Beach, Florida is excavated by Grantee in the location or relocation of any of its facilities, the portion of the street, alley, bridge, easement or other public place so excavated shall be properly barricaded during construction to protect the general public and within a reasonable time and as early as practicable after such excavation be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantee shall maintain its facilities in good operating condition as outlined by state and federal regulations.

Section 3. That Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of Grantee, to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense, which may accrue to Grantor by reason of the neglect, default, or misconduct of Grantee in the construction, operation, or maintenance of its facilities hereunder and Grantee agrees hereby to maintain Grantor as a named beneficiary under Grantee's liability insurance policies.

Section 4. The Grantee, its successors and assigns shall pay The Town of Golden Beach, its successors and assigns, annually, for the privilege of operating a gas system under this franchise and amount which will equal six percent (6%) of the Grantee's annual gross revenues from the sale of natural gas to residential, business and industrial customers within the Town's corporate limits. The said amounts shall be made in monthly installments with the payment for each month becoming due thirty (30) days after the end of that month. That portion of any annual payment remaining unpaid when due shall draw interest from the due date, and until payment, at the rate of ten percent (10%) per annum. The Grantee further agrees that The Town of Golden Beach shall have the right during business hours, to inspect

October 2 2000
Raymond W. Wascow, Jr., Clerk

and/or audit the books and records to the Grantee evidencing the gross receipts of the Grantee on which franchise fee is to be paid.

Section 5. As a further consideration of this franchise, said Grantor agrees no to engage in the business of distributing and selling natural, manufactured or other gas during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns.

Section 6. That upon the annexation of the Grantor of any territory not within any incorporated city or town, the portion of Grantee's gas system that may be located within such annexed territory and upon the streets, alleys, or public grounds thereof, shall thereafter, be subject to all the terms of this grant as though it were an extension made thereunder.

Section 7. The failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this ordinance after written notice from Grantor and a reasonable time, not exceeding two (2) months, in which to make good the default, shall be grounds for a forfeiture of this grant, but no such forfeiture shall take effect, if the reasonableness or propriety thereof is protested by Grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six (6) months after the final determination of the question, to make good the default before a forfeiture shall result with the right of Grantor at its discretion to grant such additional time to Grantee for compliance as the necessities in the case require. Grantee agrees, in the event that a court of competent jurisdiction (with right of appeal in either party) shall find that Grantee has failed to comply in any substantial respect with any of the provisions of this franchise, to pay the Grantor's cost and expense, including reasonable attorney's fees, arising therefrom.

Section 8. This ordinance shall become effective upon passage.

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

Mayor Addicott
Vice Mayor Feinman
Council member Chikovsky
Council member Einstein
Council member Paruas

AYE
AYE
DEPARTED
AYE
AYE

Mayor Addicott
Vice Mayor Feinman
Council member Chikovsky
Council member Einstein
Council member Paruas

Oct 10 2000
Mayor Addicott

Ordinance No. 457.2000
Ben Clark

PASSED AND ADOPTED on first reading this 18th day of July 2000.

The Motion to adopt the foregoing Ordinance on second reading was offered by Mayor Addicott seconded by Councilman Einstein and on roll call the following vote ensued:

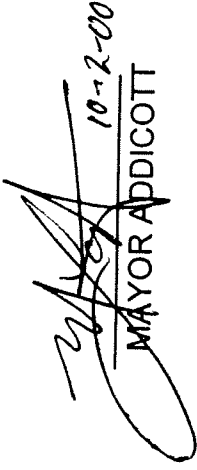
Mayor Addicott
Vice Mayor Feinman
Councilmember Chikovsky
Councilmember Einstein
Councilmember Paruas

AYE
AYE
AYE
AYE
AYE

PASSED AND ADOPTED on second reading this 15th day of August, 2000.

ATTEST:


ROSEMARY J. WASCURA
INTERIM TOWN CLERK


MAYOR ADDICOTT

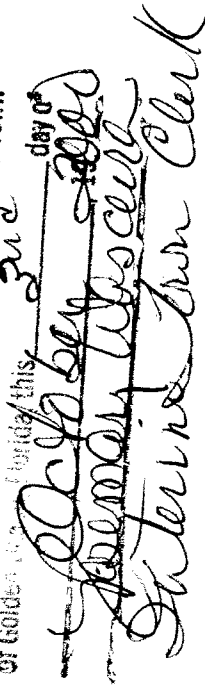
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


ROSEN AND KREILING
TOWN ATTORNEY

CERTIFICATION

certify this to be a true and correct copy of the
record in Town Hall files.

WITNESSED my hand and official seal of the Town
of Golden Breeze, Florida, this 20th day of July, 2000.


Rosemary J. Wascura
Interim Town Clerk

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 559.14

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING"; ARTICLE III "DISTRICT REGULATIONS", TO AMEND REGULATIONS LIMITING THE HEIGHT OF RESIDENTIAL STRUCTURES; AMENDING ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PROHIBIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach ("Town Council") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Town Council desires to amend the Code in order to provide for revised regulations of the height of residential structures, and for exceptions for certain building features which necessitate additional height; and

WHEREAS, the Town Council also desires, with limited exception, to amend the Code in order to prohibit rooftop terraces, and elevators which provide rooftop terrace access, while providing for the continuation of such structures if lawfully permitted as legal nonconforming structures for which construction has been commenced or completed prior to February 4, 2014; and

WHEREAS, the Town Manager and Building Official have prepared the proposed text amendments; and

WHEREAS, the Town Council, meeting as the Local Planning Agency, considered the amendments proposed in this Ordinance on March 18th, 2014 and recommended adoption of this Ordinance to the Town Council; and

WHEREAS, after careful consideration of this matter, the Town Council has determined that it is in the best interests of the Town to approve the text amendments to Chapter 66, Zoning.

NOW, THEREFORE, BE IT ORDAINED 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. Amendment. Chapter 66 of the Town Code is amended by making modifications to Article III, District Regulations, in the following particulars:¹

ARTICLE III. District Regulations.

Sec. 66-69. Minimum frontage, building square footage and height of residence.

Minimum Requirements: Set forth below are the minimum Frontage, building square footage and height of residence requirements:

* * *

(8) Residential structures built in the Town shall not exceed 27.5 feet in height if built on lots with Frontage of 50 feet or larger, but less than 100 feet; or 30 feet in height if built on 100-foot Frontage or larger parcel or lots. Residential structures built on Exempted Lots shall not exceed 25 feet in height. All height measurements referenced in this

¹ Changes between first and second reading are indicated in red, with additions between first and second reading shown in double underline. Deletions between first and second reading are shown in ~~double strikethrough~~.

subsection shall be measured from the lowest habitable room finished first floor elevation (excluding garages) to the highest ridge of the roof. The height shall be measured from the lowest habitable finished floor. The maximum height limits of this subsection shall apply to all architectural features, provided that ~~parapet walls, mansard roofs functioning as parapet walls, and~~ **functional** chimneys may be permitted to extend no more than five (5) feet above the maximum height limits of this subsection. ~~Elevator overrides serving a roof terrace shall be permitted to extend a maximum of ten feet above the permissible height provided the floor area is the minimum size necessary to facilitate the elevator cab and vestibule, and provided that such elevator is positioned as equidistant as practicable from all sides of the roof perimeter.~~

* * *

Section 3. Amendment. Chapter 66 of the Town Code is amended by making modifications to Division 11, Accessory Buildings, of Article IV, Supplementary District Regulations, in the following particulars:

ARTICLE IV. Supplementary District Regulations.

DIVISION 11. Accessory Buildings.

* * *

Sec. 66-261. Rooftop terraces.

(a) For purposes of this section, a rooftop terrace shall be defined as the use of exterior space on the surface of any roof or roofs of a residential structure, which is improved to support outdoor activities including but not limited to dining areas, lounges, or gardens.

(b) A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof shall be permitted in accordance with subsection (c) provided it is positioned as equidistant as practicable from all sides of the roof perimeter and is set back a minimum of ten feet from the roof perimeter. A parapet or safety wall 42 inches in height shall surround the perimeter of any rooftop terrace area.

(c) Except as provided in Section (d) below from and after February 4, 2014, rooftop terraces and elevators which provide access to a rooftop terrace shall be prohibited. Rooftop terraces and elevators which provide access to a rooftop terrace for which a building permit has been issued and construction has been either commenced or completed prior to February 4, 2014 shall be deemed legal nonconforming, provided that such rooftop terraces and elevators are constructed in accordance with all requirements of the Code of Ordinances and other applicable laws in effect on the date of permit issuance. Legal nonconforming rooftop terraces and elevators which provide access to a rooftop terrace shall not be enlarged in any manner or undergo any structural alterations except such alterations which will conform such structures to this subsection.

(d) Within Zone One rooftop terraces shall be permitted on lots larger than 7,500 square feet subject to the following limitations:

- i) the habitable terrace areas shall be limited to 1,000 square feet.
- ii) the terrace area must be set back 10 feet from the edge of the roof in all directions except the rear (ocean front).
- iii) the terrace 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.

iv) no amplified or live music shall be permitted on the roof.

v) the elevator and any covered elevator vestibule serving the rooftop terrace shall be limited to an area of 5'x10'.

* * *

Section 4. Implementation. The Town Clerk and Town Manager are hereby authorized to take any and all action necessary to implement this Ordinance and make it part of the Town Code including re-numbering or re-lettering the code references and ordering.

Section 5. Severability. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 6. Conflicts. To the extent that this Ordinance conflicts wholly or partially with any existing provision in the Town Code, the terms of this Ordinance shall prevail.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption.

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

Mayor Glenn Singer	<u>Aye</u>
Vice-Mayor Judy Lusskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

PASSED AND ADOPTED on first reading this 18th day of February, 2014.

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

Mayor Glenn Singer	_____
Vice-Mayor Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED on second reading this 18th day of March, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: March 18, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: **Town Council Minutes**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached minutes of the Town's February 4th, 2014 Zoning Workshop.



**TOWN OF GOLDEN BEACH
One Golden Beach Drive
Golden Beach, FL 33160**

**Official Minutes for February 4th, 2014
Zoning Workshop called for 6:30 P.M.**

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:35 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Judy Lusskin, Councilmember Amy Isackson-Rojas, Councilmember Bernard Einstein, *Councilmember Kenneth Bernstein (joined the first half of the meeting via speakerphone)*

Staff Present: Town Manager Alexander Diaz, Town Clerk Lissette Perez, Police Chief Don De Lucca, Building Official Dan Nieda, Building & Zoning Director Linda Epperson, Town Attorney Steve Helfman

C. PLEDGE ALLEGIANCE

Chief of Police led the Pledge of Allegiance

D. ITEMS FOR DISCUSSION

1. Section 66-69 of the Code of Ordinances – Minimum frontage, building square footage and height of residence (8) – Elevator overrides serving a rooftop terrace
2. Section 66-261 of the Code of Ordinances – Rooftop Terraces
3. Decorative Elements Above the Roof Height

Mayor Singer requested that Item #2 be discussed first.

Town Manager Diaz gave an overview of how the ordinance reads. He stated that the code is silent as to what type of activities, elements, features, etc. are allowed on rooftop terraces. The first issue is whether the Town's current code, which allows for 50% of a flat roof area to be used for terraces, should that code be continued to be allowed. And, should the Council decide that that code is fair and should remain in place, he would ask the Council to give him and the attorney some direction as to what activities or permissible use they would like to see or not see, or continue to leave that to the discretion of the Administration.

Building Official Nieda began with an explanation of the existing criteria of the code pertaining to elevator overrides and rooftop terraces. He went over the three exhibits that were included with the agenda. When he spoke on the rooftop terraces,

he stated that he is recommending establishing a noise ordinance, in the event that things become rowdy up there. In addition, he is recommending limiting activities to ones that are defined as passive recreation instead of active. The code is silent in terms of use. The other recommendation is that since the area is being minimized, is to allow the 10-foot setback not be allowed when you are fronting water views. To move the 10-foot setback to the building setback line when you are fronting water views, regarding oceanfront properties.

Mayor Singer stated that he wanted to address one item at a time, beginning with the rooftop terraces. He asked that the Building Regulation Advisory Board to read in to the record the board's recommendations.

Jerome Hollo, 668 North Island Drive – spoke on behalf of the BRAB. The board's suggestions are to limiting the terrace on a roof to 50%, not to exceed 1,000 square feet. Suggesting accessibility limited to stairways and no fixed elements, because of the exponential request for uses the board was receiving. In his opinion, the building official's recommendation to limit it to the size of the lot is a good suggestion.

Town Manager stated that the Administration invited members of the architectural community to attend the workshop this evening. He requested that before residents speak on the item, that the Council first allow professionals to speak on it.

Mayor Singer asked all architects who would like to speak on the item, to please do so now.

Danny Sorogon, FCCS architects, 34 NW 168 Street, stated that his firm is in favor of rooftop terraces and elevator overrides. If there are noises up on the roof, he feels that it can be controlled by the police right away. In agreement with the building official that the bigger the property, the bigger the rooftop terrace. Thinks that the elevator up to the roof is important for the elderly and the handicapped. If there is a nuisance problem from upstairs looking at the neighbors, you would have the same problem from a second floor terrace or a pool deck. Asked that the Council approve this motion. He has a lot of clients that are looking for homes like this. Golden Beach has improved tremendously and he thinks that this will bring even more prosperity to the town.

Sal Benchetrit, architect with Ad Inc., asked building official how the proposed changes would affect the rooftop of the property he is working on that is three lots.

Building Official stated that in this case with the proposed change it would max out at 1,120 square feet. Right now, it is 50% of the roof without the setback.

David Troutman, 6431 SW 62 Terrace, Miami, FL. Architect of two houses in Golden Beach, and currently designing another one for a resident who is interested in doing a roof terrace. The terrace occupies the middle 1/3 of the roof area, leaving probably 35 feet to the side property line before you actually reach the limits of the roof deck. In his professional opinion, the issue should be one of respect for the privacy of the neighbors, and if properly designed, he does not feel a rooftop deck would encroach on any privacy issues of the neighbors.

Stephanie Halfen, 96 Golden Beach Drive & Architect. Thinks that the main concern is that they are becoming a huge party use up there, which is a valid

concern. But she would not limit the use completely, because it would be a total waste. It is important to keep them, however to limit the use so that they do not become a huge party event. So if it can be moderated and be quiet but it is not a party scene.

Charlene Koonin, 668 Golden Beach Drive. First objection is the noise that it is going to create. It seems pretty obvious that the issue is going to be a lot of noise up there on the rooftop terraces. Rooftop terraces are by definition a place to have a party. To say that once the rooftops are there, we are going to police the noise level is totally unrealistic. Golden beach is a community of families. To say that we would have a noise ordinance that will limit the noise from the rooftop terraces to 11 p.m. will not suit the needs of the residents of this community, because we have children and grandchildren that go to sleep at 8 p.m. Cannot really argue with what the architects are saying about the privacy, but just from a layman's perspective it seems pretty unrealistic that we could expect that some people standing on a rooftop are not going to be able to look directly into their neighbor's bedroom. And aesthetically, Golden Beach Drive is lower than A1A, and these rooftop terraces would tower over the homes.

Phyllis Samowitz, 250 South Island Drive. A number of years ago the neighbor across the water from her put a rooftop generator on the roof of their house and it has aesthetically changed the view and perspective from her house. Absolutely objects very strongly to the installation of rooftop terraces and elevator overrides on the tops of their homes. Thinks that it is not a great idea for a community like Golden Beach.

Michael Koonin, 668 Golden Beach Drive. If this is allowed, there should be no structures at all on the rooftops. Thinks it will affect the people on the dry lots more than anyone else. It would elevate the homes even more and they would really be on top of the houses on Golden Beach Drive since there is no street between them and the homes on A1A. I think it would be far-fetched to expect the police to monitor the noise because it is something that is very difficult to police. It is really a matter of what is a fixed structure on top of the roof and what is an acceptable amount of noise, which should be zero.

Jessie Mendal, 217 Golden Beach Drive. Doesn't understand what the difference is between making noise on your rooftop or your backyard. The important this is that the person that is enjoying their rooftop or their backyard be sensible enough to respect their neighbors. Doesn't think it makes a difference, you just need to respect your neighbors. And if there are parties going on until 4 a.m. they are going to be going on in the house, on top of the house or in front of the house.

Tony Rojas, 600 Golden Beach Drive. Totally agrees that with all the police supposedly enforcing these parties that are going on, you can still see them everywhere. It seems to him that it is not reasonable. He objects to the rooftop terraces.

Abraham Galsky, 296 South Parkway. Been a resident here his entire life and has also been developing in the Town. In awe of what has been accomplished here in the last five years, and to limit the ability for houses to see that is ludicrous. As for the houses on the west side of A1A, this is premium real estate that has a view of the ocean. How can you take that away from somebody? Struggles to understand the

noise complaints. You can have noise anywhere, but somehow the rooftop terrace is going to break things? He has never witnessed a party at three or 4 a.m., and if he has ever picked up the phone for the police, they have been there within minutes.

Isaac Mendal, 378 Golden Beach Drive. Agrees that the noise from the rooftops is no different from the noise coming from the backyard.

Alan Rosenthal, office is at 20900 NE 30th Avenue, Aventura, FL. Just had one question – will the terms of what is being passed tonight be discussed?

Mayor Singer advised that nothing is being passed this evening. This is just a workshop to discuss in general these items.

Town Manager stated that the staff will seek guidance from the council on how to apply this to homes that are currently being considered by the administration for permitting purposes and how we will apply that.

Mr. Rosenthal stated that in the decision of the council, the people who have secured the permits but haven't started construction, his belief is that they should be excluded from the decision the council makes. Thinks that it is unfair that the council include them because they have already gone through the procedures of the town. It is his request that the council consider not just excluding people who have secured permits but people who have also secured the approvals from the necessary boards and received process numbers.

Town Manager stated for the record, that the town does not issue process numbers, but thinks he understands Mr. Rosenthal's issue. He is referring to any application that has gone through the building advisory board process, and does not need a variance, that is pending council approval to move forward. Four homes are affected. Two are currently under construction and have active permits, and two that have gone through the board, but have not received permits.

Attorney Helfman stated that depending on how far along they are in the construction process, there are cases that have held that you can actually make somebody alter their home, even after they have commenced construction to comply with new regulations. Those are case-by-case situations, and it depends on how much money they have expended and how far along they are. The law is pretty well established that if you have not obtained a building permit and have not commenced construction, you can ask somebody to alter their plans and comply.

Mr. Rosenthal stated that that may well be the case, however he thinks that it is unfair if someone has already spent \$60,000 on plans are architects. Also stated that for the record, if a variance is not required the applicant does not go before the council for approval.

Town Manager stated that that is a little misleading. Just because the building advisory board has approved the plans that does not mean that the town's inspectors or building officials have signed off on the plans. The final approval for getting a permit is not the building advisory board, it is the building official and the building director.

Councilmember Rojas still feels the way that she did at the last meeting. The way that rooftop terraces are being used now and will be used in the future, they are going to interfere with a neighbor's privacy and there is no way to enforce the noise control or control how many people go up there. Thinks that there is a difference between the noise you hear from a backyard and the noise from a rooftop terrace. Most backyards are down low, they are buffered from a privacy wall, they are buffered by walls from other homes, therefore the noise that you are going to hear is going to be more muffled than something high blaring down onto your home. Not in favor of rooftop terraces.

Councilmember Einstein thinks that we are missing real big issue here. It was never envisioned that Golden Beach would be a community to house rooftop terraces. And understands that builders want to build rooftop terraces, but it is not keeping with what Golden Beach was established to be from the beginning. Now that it is a new creation, a new thing, you are trying to take a homogenous community and turn it into something else. These new structures look a lot higher than 30 feet. Its new people coming in to Golden Beach who would like rooftop terraces, it is not the majority of the homes in Golden Beach. Opposes the rooftop elevators, because there is no way to control what happens. Thinks rooftop structures are great, but does not feel that they belong in Golden Beach at this time.

Vice Mayor Lusskin stated that this is an issue between existing residents and new homes that are being built. Visited a home that has a rooftop terrace, the home is lovely. But when she was up there she felt that they could just reach out and touch the home next door. Thinks that there are a lot of things that need to be considered. Does feel that rooftop terraces encroach on neighbors. Thinks that Councilman Einstein is correct when he says that the majority of the homes here are Mediterranean style and relatively new. And while these new modern homes and rooftop terraces are beautiful it seems that we are considered upsetting the majority for a small handful. Thinks that elevator overrides are more of a sticky point. Based upon her representing the majority of the residents that live here, she cannot say that she is totally in favor of it the ways it has worded and represented now.

Mayor Singer stated that life is about compromises. The older homes were never built with rooftop terraces, but some of the modern homes are being built with the potential of rooftop terraces. He personally likes the rooftop terraces. The noise issue, he feels could be made from the backyard or from the rooftop terrace. But it's not a bunch of college kids moving into Golden Beach. Most of the residents in Golden Beach are professional, usually considerate individuals. Yes, you have some people that stretch the rules and stretch the limits, but that's more the exception than the norm. Even though sometimes residents come in here and they don't agree with us or we don't agree with them, we always end up working it out. It's not like every new house that goes up in Golden Beach is going to have a rooftop terrace. Understands the residents that came to speak against, and they have some very valid points, and that gets back to his point of compromise. Thinks that if we limit the size of the rooftop terraces and limit the setbacks, and create some rules on what can be affixed on them, it would work. He thinks that being able to go out on the rooftop and enjoy the view is a beautiful asset of owning a home in Golden Beach. One thing he is against is limiting the amount of people that are up there, you can't do that. But does think the size of the rooftops need to be limited and what goes up there needs to be limited. Hopefully if we do allow the rooftop terraces, he knows that the police will enforce the rules and hopes that the residents with the rooftop

terraces will abide by the rules are considerate of their neighbors. Feels that the council should not limit rooftop terraces and should allow them. And if people abuse them or take advantage, the council has the ability to reopen the issue and change their ruling.

****(Councilmember Bernstein arrived at this time)*

Mayor Singer stated that he does think that the size should be limited to 50% not to exceed 1,000 square feet. Thinks that by limiting them the town is punishing people who want to build their home here.

Building Official Neida, thinks that there is a psychological concern that the town is comparing itself to South Beach, simply assuming that they are going to be a problem, and we simply don't know because we don't have them.

Town Manager interjected to remind the council and residents that although Bernstein just physically showed up, he had been listening via telephone to the meeting the whole time.

Councilmember Bernstein stated that he is strongly supportive of any elevator override if rooftop terraces are going to be allowed. Agrees with what the councilmembers are saying about privacy and the noise, but is not opposed to rooftop terraces, but thinks they need to be restricted. It's going to be hard to stop them once we allow it, thinks that whatever the council does should be how it's going to be for the future. The setback issues are something that, if the council does vote in favor them, really needs to be discussed privately.

Attorney Helfman stated other than the issues of dealing with current people that are in the pipeline, this is really fully within the council's discretion, and any restriction on the use is permissible.

Mayor Singer read the current code.

Town Manager reminded council that if direction is given to the staff the item will go for first reading ordinance in March, and then second reading in April. But the Administration does need a straw vote as to the direction the Council would like the administration to work with the attorneys on.

Mayor Singer stated that he is in agreement with the suggestions from the BRAB that the footprint of the rooftop terraces be limited to 50% not to exceed a maximum of 1,000 square feet.

Councilmember Einstein asked before the recommendation was made, if he could get some information on the evolution of how the code developed from rooftop terraces. What has the Town had in place for the last 50 years? Were residents allowed to have rooftop terraces?

Town Manager stated that the code was silent.

Mr. Hollo stated that on the evolution of the rooftop terraces, he thinks this is something the board suggested initially because the homes were going more modern and people were coming and asking for variances. And the board was

getting a lot of variance requests because the modern style homes can offer the rooftop terraces because they have a flat roof. The board decided that because they were getting a lot of variances, it should be regulated, and that was the board's initial stab at regulating it.

Councilmember Einstein advised that his home would be worth much more if it had a rooftop terrace, so he stands to lose here.

Mayor Singer made a motion to eliminate rooftop terraces from the building code. If that does not pass then he will make a motion to modify the existing code.

A motion to approve was made by Councilmember Rojas, seconded by Councilmember Einstein.

On roll call, the following vote ensued:

Mayor Singer	<u>Nay</u>
Vice Mayor Luskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Nay</u>

The motion passed.

Attorney Helfman stated that this doesn't mean that this is a dead issue, it just means that the Council is going to consider the elimination of rooftop terraces by ordinance at the next available meeting the administration can get this proposal on the agenda.

Town Manager stated that before they can move on to the issue of elevator overrides, the Administration needs direction on how to handle the existing properties that are being considered by the staff.

Mayor Singer stated that he wants a legal opinion from the town attorney. **Attorney Helfman** suggested that the ones that are too far along the Council should not ask them to stop construction. Also stated that the town cannot hold off on issuing permits, but whoever obtains a permit, they take it with notice that it could be rescinded. If they proceed, they proceed at their own risk.

Town Manager stated that there are currently three homes that are under construction, one of the three homes is at the foundation level. Yes, they are permitted and under construction, but that particular house is no where near receiving a CO. And that house the Administration would need the attorney to give guidance on moving forward.

Stephanie Halfen stated that that particular house, money has been spent and the structure has been calculated in order to accommodate the roof to be a rooftop.

Mayor Singer now turned his attention to the issue of elevator overrides.

Town Manager stated that one does not need to have a terrace to have a need to access the roof. The current code does allow for all kinds of mechanical things to be on the roof, and the current code does allow for an elevator to go to the roof.

Building Official Nieda stated that the issue of elevator overrides came as a result of the rooftop terraces.

Attorney Helfman asked that the language be clarified. He always thought that the override was the amount of space that was needed for the elevator to extend pass the roof of the home, to accommodate the elevator going up to the top floor. The issue is do you want to continue to allow elevator access to rooftops. And the reason again is that there is this additional height of the structure that goes up.

Danny Sorogon, Architect, asked what happens if someone does a one story house and they want to do the whole roof as a rooftop terrace.

Attorney Helfman stated that they are not allowed per the Council's motion.

Mr. Hollo stated that an issue like that would probably come before the board in the variance process, and the Council would make the decision to approve it afterwards.

Councilmember Einstein stated that the same thing is true for rooftop terraces in general. People could still come before the council and request a variance.

Attorney Helfman stated that that depends on how the Council wants this provision drawn. If you want to eliminate that constant flow, the Council can provide that no variance can be provided for this provision.

Mr. Koonin stated that now you've gone from 30 feet to 40 feet of height with a big appendage on top of the roof.

Mrs. Mendal asked if all of the equipment is on the roof, how does someone that's handicapped get up there if they need to fix something?

Councilwoman Rojas reiterated that since the rooftop terraces have been voted down, the only issue for the rooftop elevators is for the homes have been approved.

Attorney Helfman stated that the answer is that he assumes that the Council will deal with those homes in the pipeline or under construction in the same manner with the elevators as you will with the rooftop terraces.

Mayor Singer made a motion to eliminate the rooftop elevators from the code.

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

On roll call, the following vote ensued:

Mayor Singer	<u>Nay</u>
Vice Mayor Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Nay</u>

The motion passed.

Mayor Singer moved on to Item #3.

Town Manager stated that this issue was brought to his attention by Councilman Einstein. The current height ordinance requires that at 30 feet, everything stops (with some exceptions). Lately a lot of residents and architects have taken certain liberties with their homes in their desire to make their homes modern. Specifically on North Island. He apologized stating that his staff failed to act on this. The staff approved four decorative elements on the rooftop of a house on North Island that look like chimneys. The code is silent as it relates to decorate elements on the roof. They should not have permitted that, but there was no objection by the BRAB or the Building Official when he did his review. (He showed some examples of the structures)

Councilmember Rojas stated that that's not offensive.

Town Manager stated although that not be offensive to her, the code says nothing above 30, so why would we approve these rooftop structures that aren't chimneys that look like chimneys.

Vice Mayor Luskin stated that she doesn't find it offensive either, but what disturbs her is that it gets passed by the building board, and no one sees what's going on and in the eleventh hour it gets addressed.

Town Manager stated that he takes 100% of the blame for the staff's oversight in permitting those structures.

Vice Mayor Luskin stated that her issue is not in the initial permitting process, but that we should try to catch these things in the construction process.

Mr. Hollo stated that they do look at the plans, but the reason why they are here is that there is nothing in the code that addresses this. There needs to be some direction to the building department because it is something that has been approved in the past.

Building Official Nieda stated that you need to understand the process that we do have. Basically prosecutes the applicant, applying every single code provision that applies to that property and writes a written report taking into consideration everything that is in the code, whether it is compliant or not. Relies on the building advisory board to give him feedback on items that are not in the code that are subjective. Case in point, this house went to the board because it is architecturally appropriate to have the chimneys and we do approve chimneys because it relies on the building code to tell you how to handle the chimneys. Never considered the fact that these are decorative chimneys.

Town Manager stated that although they may look nice they serve no purpose.

Mayor Singer asked whose responsibility is it to catch that.

Town Manager stated that it is the Building Official's.

Attorney Helfman stated that most codes have a section on height and they list exceptions to height. Zoning codes have historically had a list of permitted things

that are allowed to extend beyond height calculations, and chimneys are one of the classic things that you see on that list. The Town's code should have that list of permitted things.

Councilmember Einstein stated that he feels that this is something that should come before the Council as a variance.

Attorney Helfman stated that we need to build into the code those classic things that extend above a roof. **Mayor Singer** asked him to draft a provision that deals with those things.

Town Manager asked that for this particular home, how the Council would like the Administration to move forward on this home.

Attorney Helfman stated that he would get together with the Administration to make a decision on whether this complies or not and bring that decision back to the Council.

Mayor Singer suggested that regarding the decorative items, the attorney and town manager should come back to the Council with recommendations on what should be approved and what should be a variance.

R. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:12 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: March 18, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2342.14 – Extending the Agreement For Money
Laundering Consultant David Carrazana with the IRS Treasury
Department**

Item Number:

4

Recommendation:

It is recommended that the Town Council extent the agreement one more year and adopt the attached Resolution No. 2342.14 as presented.

Background:

Two years ago the Town Council approved the hiring of David Carrazana as a consultant and assigned to the IRS Treasury Department's, South Florida Financial Task Force. The Town's agreement was from May 1, 2013 to May 1, 2014. The mission of the Task Force is to develop and assist with criminal investigations and asset forfeitures of illegal activities within the Field Office. The emphasis of the task Force is to pursue investigations on individuals and organizations that will result in criminal prosecutions and large asset forfeitures in investigations arising out of the analysis of Suspicious Activity Reports (SARs) filed by financial institutions pursuant to Title 31 of the United States Code. The Task Force works in coordination with the United States Attorney's Office(s) within the Field Office to determine the types of activities that merit investigation and are allied to the investigation and prosecution strategy.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve and extend the agreement from May 1, 2014 to May 1, 2015.

Fiscal Impact:

There is no cost to the Town to participate, as the criminal assets forfeited in the course of these investigations offsets all costs to the Town and results in additional revenues to the Police Department outside of the normal budgetary process.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2342.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AGREEMENT FOR CONTRACT POLICE OFFICER WITH DAVID CARRAZANA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage David Carranzana (the "Contractor") as a law enforcement officer on a contract basis to serve in the IRS Treasury Department's, South Florida Financial Crimes Task Force; and

WHEREAS, the Contractor desires to provide his special expertise to the Town for the benefit of Task Force Operations, Money Laundering, and other Organized Crime Investigations; and;

WHEREAS, the Town Council finds that is in the best interest of the Town to engage the Contractor under the terms of the Agreement for Money Laundering Consultant (the Agreement") substantially in the form attached hereto as Exhibit "A";

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

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

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

Section 3. Implementation. The Town Council authorizes the Mayor to execute this Agreement once approved by the Town Attorney as to form and legal sufficiency, and authorizes the Mayor and town Manager to take all action necessary to implant the Agreement.

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

Sponsored by the **Town Administration**.

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

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Luskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 18th day of March, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN HELFMAN
TOWN ATTORNEY

**AGREEMENT FOR CONTRACT POLICE OFFICER
TOWN OF GOLDEN BEACH AND DAVID CARRAZANA
5/1/2014 – 5/1/2015**

1. **PURPOSE:** David Carrazana (hereinafter 'CONTRACTOR') will provide his expertise regarding money laundering investigations to the South Florida Financial Crimes Task Force, a law enforcement task force based in Miami, Florida. The Town of Golden Beach (TOWN) has agreed to fund an AGREEMENT between Carrazana and the TOWN to pay Carrazana for his services.
2. **PARTIES:** The parties to the AGREEMENT are the TOWN and the CONTRACTOR. The mailing address and points of contact for the parties are:

Don W. De Lucca
Chief of Police
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160
(305) 936-2444

David Carrazana
1 Golden Beach Drive
Golden Beach, Florida 33160
(305) 936-2444

3. **TERM:** The term of this AGREEMENT begins May 1, 2014 and ends May 1, 2015.
4. **EARLY TERMINATION FOR CONVENIENCE OF THE PARTIES:** Either party may terminate this AGREEMENT for any reason after providing sixty (60) day notice.
5. **SCOPE OF WORK:** The scope of work undertaken by the CONTRACTOR is attached hereto as Exhibit A. CONTRACTOR shall submit bi-weekly reports itemizing the work completed during that period. Work shall be consistent with the scope of work defined in Exhibit A. The GBPD Chief and GBPD Commander shall review the bi-weekly reports before approval of the invoice is made for payment.
6. **COMPENSATION:**
 - A. **Total Compensation and Rate of Payment:** The CONTRACTOR shall be paid forty-four thousand, three hundred and forty-one dollars (\$44,341.00) on an annual basis. Payment shall be made on a pro rata basis at two-week intervals throughout the term of the AGREEMENT. Extra work shall be compensated on the basis of approximately \$32.00 per hour. Under the agreement the Town is limited to a maximum reimbursement for all overtime expenses in connection with this operation of \$ 15,000.00 per year. Travel and related expenses should not exceed a maximum of \$ 18,000.00 for this task force/joint operation for the fiscal year period.

- B.** Procedure for Submitting Invoices: Every two weeks, the CONTRACTOR shall submit a written description of and amount of hours of the work performed during the prior two weeks to a supervisor designated by the TOWN. The designated supervisor shall review it for accuracy and compliance with the terms of this AGREEMENT, and send it to the TOWN Police Department for payment. The GBP D shall review it for approval and forward it to the Golden Beach Finance Department for payment.
- 7. TOWN LIABILITY CONTINGENT UPON AVAILABILITY OF FORFEITED FUNDS:** If Forfeited Funds are no longer available to compensate the CONTRACTOR, the CONTRACTOR shall be given sixty (60) day notice that his services are no longer needed.
- 8. GOVERNING LAW AND VENUE:** This AGREEMENT shall be construed, interpreted, and governed by the laws of the State of Florida. The parties further agree that the venue for any litigation arising out of this AGREEMENT shall be in Miami-Dade County, Florida.
- 9. ENTIRE AGREEMENT:** It is understood and agreed that this AGREEMENT expresses the complete and final understanding of the parties hereto, that any and all negotiations and representations not included herein or referred to herein be hereby abrogated and that this AGREEMENT cannot be changed, modified or varied except by a written instrument signed by all parties hereto. There are no "private" or "side agreements".
- 10. INDEMNIFICATIONS:** CONTRACTOR agrees to hold harmless, indemnify and defend the Town of Golden Beach, Mayor Glenn Singer, Town Manager Alexander Diaz, and Chief Don De Lucca and their predecessors and successors in office, and each and every one of his police officers, employees and attorneys from any and all loss, damage, claim or judgment arising out of the provisions of services pursuant to this AGREEMENT.
- 11. PARAGRAPH HEAD NOT DISPOSITIVE:** The parties agree that the heading given the paragraphs and other subdivisions of the AGREEMENT are for ease of reference only and are not dispositive in the interpretation of AGREEMENT language.
- 12. NO PRESUMPTION AGAINST DRAFTER:** The parties agree that this AGREEMENT has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity, or enforceability of this AGREEMENT or any of its provisions, there shall be no presumption whatsoever against either party by virtue of the having drafted this AGREEMENT or any portion thereof.
- 13. PROHIBITION AGAINST ASSIGNMENT:** Neither party shall assign all or any portion of its duties or rights under this AGREEMENT without the prior written consent of the other party.
- 14. REPRESENTATION OF THE CONTRACTOR:** CONTRACTOR agrees to maintain and make available records sufficient to permit a proper audit of CONTRACTOR'S performance of the AGREEMENT. CONTRACTOR further represents that the CONTRACTOR has never had a AGREEMENT, bid or proposal rejected, suspended, or cancelled due to any allegation of a failure to comply with any federal, state or local government law or regulation regarding competitive bidding or auditing or accounting standards.

15. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR is a Contract Police Officer and not a regular employee of the Town of Golden Beach. The Contractor has no rights, benefits, or privileges under the Collective Bargaining Agreement between the Town of Golden Beach and the Fraternal Order of Police or any other labor organization. The CONTRACTOR shall be sworn in as a "Police Officer" for the Town of Golden Beach Police Department for investigations, arrests, and law enforcement activities while serving in this capacity, however; his law enforcement status shall be that of a Part-time Police Officer for the Town of Golden Beach. The Police Chief, however; shall determine the CONTRACTOR's methods and types of production. The CONTRACTOR's compensation is based upon performing and completing work and upon time spent in completing any particular assignment. As a convenience to the CONTRACTOR, the TOWN shall be responsible for the payment of income taxes, social security-payments, Medicare obligations, as well as all other financial obligations incumbent upon the CONTRACTOR because of compensation under this AGREEMENT.

16. GIFTS AND UNAUTHORIZED COMPENSATION: The CONTRACTOR, any relative of the CONTRACTOR, or any business in which the CONTRACTOR has a financial interest, must not accept or solicit any gift or unauthorized compensation from any person, firm, or entity doing business with or soliciting business from the TOWN.

A. For the purpose of this AGREEMENT, a "gift" includes any item of value, including without limitation:

Forgiveness of indebtedness;
The use of tangible or intangible personal property;
The use of real property, such as house, apartments, or hotel rooms;
Personal services for which the person providing the services normally charges a fee.

B. A "gift" does not include:

Food or beverage consumed at a single sitting or event;
Discounts or preferential terms for goods or services available to all government employees or the public at large; awards, plaques, certificates, trophies, or similar personalized item of little intrinsic value given in recognition of service by the CONTRACTOR;
Commercial loans on terms generally available to the public;
Anything provided directly to the CONTRACTOR by the TOWN;

Transportation or lodging used in connection with authorized official travel and disclosed to the government;
Or anything paid for at market value.

"Unauthorized compensation" means any payment or receipt of a benefit from any person, firm, or entity doing business with or soliciting business with TOWN, without the knowledge and express consent of the government.

“Relative of the CONTRACTOR” means any person related to the CONTRACTOR as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, grandchild, great-grandchild, great-grandparent, step great-grandchild, person who is engaged to be married to the CONTRACTOR or who otherwise holds himself or herself out as or is generally known as the person whom the CONTRACTOR intends to marry or with whom the CONTRACTOR intends to form a household, or any other natural person having the same legal residence as the CONTRACTOR.

17. SOLICITATION OF EMPLOYMENT: The CONTRACTOR must not, during the term of this AGREEMENT, solicit employment, or any additional work, for the CONTRACTOR or any relative of person, the CONTRACTOR, firm or entity doing business with or soliciting business from the TOWN without the prior written consent of the TOWN. If the CONTRACTOR or any relative of the CONTRACTOR receives such an offer of employment of paid work, the offer must be reported in writing to the TOWN. The CONTRACTOR is free to accept work from any other party subject to the restrictions of Section 17.

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

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

19. REPORTING BRIBE OFFERS: The CONTRACTOR must immediately report any offer of a bribe to the TOWN. “Immediately” means making contact in person or by telephone regardless of the day or time, as soon as CONTRACTOR can make the notification out of the presence of the person offering the bribe. The CONTRACTOR must follow the oral notification within twenty-four hours of the offer.

20. COPYRIGHT PROTECTION OF WORK PRODUCT: The TOWN owns, without limit, the work product and copyrights to all work produced by the CONTRACTOR pursuant to this AGREEMENT.

21. “Work” includes IT data, computer programs, dictation, reports and memoranda, electronic documents, presentations, curricula, handouts, slides, photographs, videotape and audiotape, CDs and DVDs, all regardless of physical or electronic form or format.

22. NO UNLAWFUL DISCRIMINATION OR SEXUAL HARASSMENT; obligation to report:

- A. The parties shall not, in the performance of their duties under this AGREEMENT unlawfully discriminate against any person because of race, gender, national origin, ethnicity, religion, age or handicapping condition. The CONTRACTOR and the TOWN have adopted and will maintain policies prohibiting sexual harassment.
- B. The CONTRACTOR must make a written report of any instance of unlawful discrimination or sexual harassment against A CONTRACTOR to the TOWN. The CONTRACTOR agrees to cooperate in the investigation of all complaints received by TOWN regardless of the identity of the complainant.

UNDERSTOOD AND AGREED TO THIS _____ DAY OF _____, 2014

CONTRACTOR

TOWN OF GOLDEN BEACH

David Carrazana

Mayor Glenn Singer

EXHIBIT A

The CONTRACTOR shall perform both routine and unique types of law enforcement duties and criminal investigation services consistent with and typical of professional law enforcement activities in general and money laundering investigations in particular.

Such duties and services may include surveillance (both stationary and mobile), arrest, interviews, documentation review and examination, request for permission to search, filing affidavits for search warrants, and / or filing affidavits for arrests.

Such duties and services may also include performing physical arrests and transportation of suspects, confiscation of and documentation and accounting of: currency (domestic and foreign), narcotics, and / or suspected narcotics, weapons, ammunition, body armor, communication technology, and other items.

Such duties and services may be performed in uniform and for extended periods of time (as in Alpha/Bravo 12-hour+ shifts) during emergencies such as severe weather duty activation and deployment along, with related duties in the preparation for, during, or in the aftermath of a hurricane, a tornado, flooding, or any other natural or man-made disaster or any other emergency or other duties as des determined by the Town.