

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 3056.26**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN MAYOR AND TOWN MANAGER TO NEGOTIATE AND ENTER INTO CONSENT AGREEMENTS FOR POTENTIAL ZONING AND BUILDING VIOLATIONS FOR VARIOUS PROPERTIES ALONG OCEAN BOULEVARD; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Manager as the Chief Administrative Officer of the Town of Golden Beach (the "Town") is charged with ensuring that property owners comply with the Town Code of Ordinances, including the Florida Building Code as adopted by the Town; and

**WHEREAS**, the Town Manager has identified various properties along Ocean Boulevard which appear to be non-compliant with limitations on residential ground floor uses; and

**WHEREAS**, the Town Manager is actively investigating potential non-compliant properties and desires to resolve any violations through consent/settlement agreements; and

**WHEREAS**, the Town Council wishes to expressly authorize the Town Manager and Mayor to negotiate and enter into such agreements.

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

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

**Section 2. Authorization.** The Town Council hereby authorizes the Town Manager and Mayor to negotiate and enter into consent/settlement agreements with non-

compliant property owners to resolve possible violations said agreements shall be approved by the Town Attorney and shall be generally in the form and substance attached as Exhibit A to this Resolution.

**Section 3. Implementation.** The Town Mayor and Manager are hereby authorized to take all the necessary steps to implement this Resolution.

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

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

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

**PASSED and ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 17<sup>th</sup> day of February, 2026.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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



**TOWN OF GOLDEN BEACH**  
100 Ocean Boulevard  
Golden Beach, FL 33160

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**M E M O R A N D U M**

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**Date:** February 17, 2026

Item Number:

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

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

**Subject:** Resolution No. 3056.26 – Authorizing the Mayor and Town  
Manager to Enter into Consent Agreements for Zoning and  
Building Violations for Various Properties on Ocean Boulevard

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**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3056.26 as presented.

**Background:**

The attached resolution provides the Mayor and Town Manager with the authority to negotiate, accept and enter into agreements governed by the same principles as Resolution No. 3055.26.

**EXHIBIT "A"**  
**FORM - CONSENT/SETTLEMENT AGREEMENT**

**CONSENT AGREEMENT**

This is a Consent Agreement (this "Agreement") made this \_\_\_ day of \_\_\_\_\_ 2026 between the Town of Golden Beach, a Florida municipal corporation (the "Town") and \_\_\_\_\_ (the "Owner"). The Town and the Owner may be referred to as a "Party" or collectively as the "Parties".

**RECITALS**

1. The Owner is the owner of the lot located at \_\_\_\_\_ (the "Property") within the Town, where the Owner is constructing a single-family home (the "Home").
2. The Town has jurisdiction over the permitting, regulation, and use of all buildings located within its municipal boundaries, including the Home.
3. The Town has issued Building Permit No. \_\_\_\_\_ for the construction of the Home (the "Permit"). The Permit approves plans, including sheet number \_\_\_\_\_, dated \_\_\_\_\_, last revised \_\_\_\_\_, showing the ground floor of the Home (the "Plan").
4. While the Plan approves and incorporates certain ground floor uses, the Town now believes those uses may be prohibited under the Florida Building Code, Residential as adopted by the Town (the "FBC") as well as related height provisions within the Town's Land Development Rights (the "LDRs"). The Owner takes exception to the Town's position and its application of the FBC and LDRs to the ground floor uses, and claims the Town is estopped from asserting any non-compliance.
5. In order to resolve the conflict between the Parties and avoid any adverse proceedings, the Town and the Owner wish to enter into this Agreement.

**TERMS**

1. **Recitals.** The foregoing recitals are true, correct and fully incorporated herein, and the Parties specifically acknowledge that the consideration for this Agreement is adequate and legally sufficient.
2. **Revised Plan.** The Parties agree that the ground floor of the Home will be constructed and used in strict compliance with the revised plan attached hereto as Exhibit "A" (the "Revised Plan"). The Owner agrees to promptly submit the Revised Plan to the Town and the Town agrees to expedite review of the Revised Plan. The Town anticipates that the Revised Plan will be found to conform with the applicable provisions of the FBC and the Town's height limitations within the LDRs. Therefore, during the Town's review process, the Owner may proceed with work in accordance with the Revised Plan. After completion of the Home, in accordance with the approved Revised Plan, the Town shall issue a Certificate of Occupancy for the Home. Any further modification of the uses shown on the Revised Plan shall require the prior approval of the Town in accordance with applicable regulatory requirements, with the understanding that the ground floor improvements may be repaired or replaced (in accordance with the Revised Plan) in the ordinary course of use and the uses may be re-established and continued (in accordance with the Revised Plan) in the event of a casualty loss or damage.

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3. Use Limitation and Inspection. After the completion of the Home and upon reasonable notice to the Owner, the Town may from time to time inspect the ground floor of the Home to ensure continued compliance with the terms of this Agreement and the uses are limited to only those shown on the Revised Plan. Moreover, at no time shall any portion of the ground floor be used for sleeping quarters on either a permanent or temporary basis. Should a violation occur, the Town may proceed with enforcement pursuant to all available legal remedies, including but not limited to code enforcement proceedings pursuant to Chapter 2, Article VI of the Code of Ordinances of the Town of Golden Beach, Florida as that Code may be amended from time to time.

4. Community Contribution. As further consideration and as part of this Agreement, the Owner has offered to make a one-time financial community contribution to the Town. It is expressly understood that said contribution is voluntarily made by the Owner and is not considered a fine or penalty. The Owner will make the contribution to the Town upon the Town's approval of the Revised Plan as provided in Section 2 above. It is further understood that the Owner shall not be subject to any fine, payments or penalties relating to the use of the ground floor, including excess square footage charges imposed under Town Resolution No. 3025.25.

5. Miscellaneous.

5.1 Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the Parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the Party may have designated by proper notice.

5.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Florida and venue shall be in state court in Miami-Dade County.

5.3 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto and shall not be modified or altered except by written instrument duly executed by the Parties hereto.

5.4 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, representatives, and any future owners of the Property or interests affected by this Agreement. Any transfer, conveyance, assignment, or succession of any interest subject to this Agreement shall be expressly made subject to the terms and obligations set forth herein, which shall run with the land and remain fully enforceable against all subsequent holders of such interest. Moreover, the Town Council intends for this Agreement to be binding upon the Town and all future Town Councils so long as the Owner complies with the provisions of this Agreement.

5.5 Representation by Legal Counsel/Voluntary Execution. The Owner hereby acknowledges and confirms that it has been afforded the opportunity to seek independent legal counsel in connection with this Agreement. The Owner represents and

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warrants that it has either obtained legal counsel or has voluntarily chosen not to do so, and that it fully understands the terms, conditions and legal implications of this Agreement. The Owner further acknowledges that it is entering into this Agreement voluntarily and of its own free will, without any undue influence, coercion, or duress.

5.6 Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, whether signed physically or electronically, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5.7 Effective Date. This Agreement shall become effective upon approval by Resolution of the Town Council (the "Effective Date").

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as written below.

**TOWN OF GOLDEN BEACH, FLORIDA**

**OWNER**

By: \_\_\_\_\_  
Glenn Singer, Town Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

**Address for Notices:**

Town of Golden Beach  
Alexander Diaz, ICMA-CM, MPA  
Town Manager  
Civic Center  
100 Ocean Boulevard  
Golden Beach, Florida 33160  
[alexanderdiaz@goldenbeach.us](mailto:alexanderdiaz@goldenbeach.us) (email)

With a copy to:  
Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Stephen J. Helfman, Esq.  
Town Attorney  
2800 Ponce de Leon Boulevard, 12th Floor  
Coral Gables, FL 33134  
[shelfman@wsh-law.com](mailto:shelfman@wsh-law.com) (email)

**Address for Notices:**

Name  
Address  
City, State, Zip  
\_\_\_\_\_ (email)

With a copy to:  
Name  
Address  
City, State, Zip  
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