



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Agenda for the August 16, 2016
Special Town Council Meeting called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

RECOGNITION OF EMPLOYEE OF THE SECOND QUARTER

RECOGNITION OF OFFICER OF THE SECOND QUARTER

SWEARING-IN OF PART-TIME OFFICER RUDOLPH HERRERA

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

- Canal Maintenance Presentation

J. TOWN ATTORNEY REPORT

- Landscape Ordinance Review

K. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

1. An Ordinance of the Town Council Amending the "Rules of Procedure" to Define the Number of Members to be Present at Board Meetings for Quorum to Exist.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING ARTICLE III, "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 3, "BUILDING REGULATION ADVISORY BOARD," SECTION 2-80 "RULES OF PROCEDURE" TO DEFINE THE NUMBER OF MEMBERS TO BE PRESENT AT BOARD MEETINGS FOR QUORUM TO EXIST; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 570.16

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 570.16

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

2. Official Minutes of the May 24th, 2016 Special Town Council Meeting.

P. TOWN RESOLUTIONS

3. A Resolution of the Town Council Approving Professional Services Contract with Estrada Hinojosa & Company, Inc.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF GOLDEN BEACH AND ESTRADA HINOJOSA & COMPANY, INC., CONCERNING FINANCIAL ADVISORY SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2453.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2453.16

4. A Resolution of the Town Council Ratifying the Maximum Proposed Millage Rate for F/Y 2016-2017.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2016-2017 THAT WAS TRANSMITTED TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2454.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2454.16

5. A Resolution of the Town Council Awarding a Comprehensive Health Insurance Plan for the Employees of the Town.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDED A COMPREHENSIVE HEALTH INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2455.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2455.16

6. A Resolution of the Town Council Renewing the Agreements for Dental and Vision Insurance Plans for the Employees of the Town.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, RENEWING THE AGREEMENTS FOR A DENTAL INSURANCE AND A VISION INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2456.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2456.16

7. A Resolution of the Town Council Approving the Interlocal Agreement between the Town and Miami-Dade County for Enforcement of Code Violations.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN AND MIAMI-DADE COUNTY, FLORIDA FOR THE ENFORCEMENT OF CIVIL PENALTIES FOR CODE VIOLATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2457.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2457.16

8. A Resolution of the Town Council Adopting An Emergency Management Plan for the Town.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE TOWN'S EMERGENCY MANAGEMENT PLAN AS PRESENTED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2458.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2458.16

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:

None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Judy Lusskin:
None Requested

Town Manager Alexander Diaz:
None Requested

R. 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

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 16, 2016

To: Honorable Mayor Glenn Singer &
Town Council Members

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

Subject: Ordinance No. 570.16 – Amending Code Sec. 2-80 Rules of
Procedure (Quorum)

Item Number:

1

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 570.16 as presented.

Background:

In an effort to ensure that the Building Advisory Board (Board) is able to hold meetings. We recommend that Town staff be allowed to count as non-voting members of the Board for the purpose of establishing a quorum and conducting the Board business.

However, as it relates to the quasi-judicial business of the Board only non-employee members will be considered for establishing a quorum.

During the last few years we have tried to address the number of Board meetings that have had to be cancelled due to quorum issues; cancelations delay development and create a back-log in plan approvals.

We believe that this change will allow for the Board to keep the flow of work/progress.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 570.16

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING ARTICLE III, “BOARDS, COMMITTEES, COMMISSIONS,” DIVISION 3, “BUILDING REGULATION ADVISORY BOARD,” SECTION 2-80 “RULES OF PROCEDURE” TO DEFINE THE NUMBER OF MEMBERS TO BE PRESENT AT BOARD MEETINGS FOR QUORUM TO EXIST; 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 (“Town Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Town Council desires to amend the Town Code in order to define the number of members to be present for the Building Regulation Advisory Board meetings for a quorum to exist; 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 Article III, Division 3, Section 2-80, “Rules of Procedure.”

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. Article III, Division 3, of the Town Code is amended by making modifications to Section 2-80, Rules of Procedure, (c) [*Quorum.*], in the following particulars:

* * *

Sec. 2-80. - Rules of procedure.

- (a) [*Generally.*] The Board shall utilize Robert's Rules of Order for the rules of procedure for the conduct of meetings of the Board.
- (b) [*Chairman and vice-chairman; election; term.*] During the first meeting of the Board, the members shall elect one of its members to act as Chairman and may elect a Vice-Chairman, both of whom shall serve only one term in that capacity within any two-year period.
- (c) [*Quorum.*] At least two (2) majority of all five (5) members of the Board must be present at a meeting for a quorum to exist to transact business of the Board, except when considering variance applications in which event a majority of the members must be present. Official action shall be taken by the Board only upon the concurring vote of a majority of the members present at an official meeting of the Board.
- (d) [*Recording of meetings; minutes.*] Each meeting of the Board shall be electronically recorded. Minutes of each Board meeting shall be kept and prepared by the Town Clerk or Town Manager's designee.

Section 3. 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 4. 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 5. 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 6. Effective Date. This Ordinance shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED on first reading this 16th day of August, 2016.

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

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

PASSED AND ADOPTED on second reading this ____ day of _____, 2016.

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: August 16, 2016

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Number:

2

Recommendation:

It is recommended that the Town Council adopt the attached minutes of the Town's May 24th, 2016 Special Town Council meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the May 24, 2016
Special Town Council Meeting called for 7:00 P.M.

A. MEETING CALLED TO ORDER

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

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Councilmember Judy Lusskin, Vice Mayor Kenneth Bernstein, Councilmember Bernard Einstein

Councilmember Not Present: Councilmember Rojas

Staff Present: Town Manager Alexander Diaz, Town Clerk Lissette Perez, Town Attorney Steve Helfman, Chief of Police Rudy Herbello

C. PLEDGE OF ALLEGIANCE

Chief of Police Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

**** At this time **Mayor Singer** cut the cake in honor of the Town's 87th Anniversary of incorporation ****

Golden Beach Youth Leadership Group members Jessica and Nicole Mesa read a poem on behalf of the Golden Beach Youth Leadership Group in honor of the ceremony.

Councilmember Lusskin gave a brief explanation of what the Golden Beach Youth Leadership Group is and what it does.

Presentation by Student Resident Concerning Town Waterways – **Eric and Patrick Dolman** spoke on their desire to clean-up the Town's intercoastal waterway.

Presentation by **Mr. Richard Cahlin** Concerning the Bicycle Action Committee

E. MOTION TO SET THE AGENDA

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

F. GOOD AND WELFARE

None

G. MAYOR'S REPORT

Commended the Town Staff on the 87th Anniversary event and reminded residents about the events coming up for the long weekend.

H. COUNCIL COMMENTS

Councilmember Einstein

No comment

Vice Mayor Bernstein

Commended the Dolman brothers for their hardwork on the intracoastal clean-up presentation. Also commended the beach attendants and life guards for their hard work.

Councilmember Lusskin

Congratulated Harrison Groll and Ariel Friedman for winning the Golden Beach scholarship. Also stated that she has received a lot of phone calls from residents concerning the Zika virus and the construction sites with standing water in Town.

I. TOWN MANAGER REPORT

Congratulated all of the residents for attending today's event and being involved in the community. Community has changed a lot over the last few years into a very vibrant and active community.

Thanked Michael Glidden for all of his work with the Town's events.

Introduced the Town's new code enforcement officer, Miguel Diaz. Stated that it was Miguel who brought in the Town's green car initiative. The Town now has two electric car charging stations in Town.

Stated that the Town is taking measures to combat the issues concerning the Zika virus. Added 5 additional aerial sprays as part of the Town's mosquito program. All 9 of the public works team members have been advised on what to look for.

Thanked the Dolman brothers for their presentation.

Also thanked Alexis Moseley, from Commissioner Sally Heyman's office for attending the meeting.

Spoke on the Town's effort to mask the FPL transformers in Town with landscaping in conjunction with Mainguy, and authorized an additional \$25,000 in landscaping to North Park.

Announced that September 25th is the Town's first ever Golden Beach 5K run, spear-headed by resident Alan Wolfson.

J. TOWN ATTORNEY REPORT

None

K. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

1. Official Minutes of the April 19, 2016 Regular Town Council Meeting.
2. A Resolution of the Town Council Approving the Payment of \$5,000 to the Sunny Isles Beach Trust Foundation.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$5,000.00 TO THE SUNNY ISLES BEACH TRUST FOUNDATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2449.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2449.16

3. A Resolution of the Town Council Declaring Certain Personal Property Owned by the Town to have No Intrinsic Value, and Providing for Disposition.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY (POLICE K-9 DOG) OWNED BY THE TOWN TO HAVE NO INSTRINSIC MONETARY VALUE AND PROVIDING FOR DISPOSITION; AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR THE DISPOSITION OF SUCH PERSONAL PROPERTY BY BILL OF SALE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2450.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2450.16

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

Consensus vote 4 Ayes 0 Nays. Items O1 – O3 pass.

P. TOWN RESOLUTIONS

- 4. A Resolution of the Town Council Providing for the Provision of Health Insurance Benefits for Current and Retired Councilmembers.

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

Exhibit: Agenda Report No. 4
Resolution No. 2451.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2451.16

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

On roll call, the following vote ensued:

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

The motion passed.

- 5. A Resolution of the Town Council Approving A Proposal for Roadway Improvements from Southeastern Engineering Contractors, Inc.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE CONSTRUCTION OF MISCELLANEOUS ROADWAY IMPROVEMENTS WITHIN THE TOWN; PROVIDING FOR A WAIVER OF BIDDING PROCEDURES; PROVIDING FOR

AUTHORIZATION; PROVIDING FOR IMPLEMENTATION;
AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2452.16

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2452.16

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager Diaz stated that this item allows him to pick and choose the projects they would like to partake in with Southeastern Engineering.

Councilmember Luskin asked about the owner's representative and if the Town needs it?

Town Manager Diaz stated that he has been acting as the Town's owner's representative since the Town broke ties with Mr. Paul Abbott.

Councilmember Luskin asked if the Town will be really dirty during this time.

Town Manager Diaz advised that it will be really dirty as it relates to the work that will be done at The Strand.

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Judy Lusskin:
None Requested

Town Manager Alexander Diaz:
None Requested

*** Town Manager Diaz spoke on the June 21st meeting and the councilmembers that are going to be out of Town. Stated that the Town Clerk would send out an email with possible dates for a meeting in either June or July depending on the schedules of the councilmembers. ***

R. ADJOURNMENT:

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

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:56 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 16, 2016

To: Honorable Mayor Glenn Singer and
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2453.16- Approving Professional Services
Contract between Town and Estrada Hinojosa & Company**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2453.16 as presented.

Background:

During the last few months, we have met with a few financial planners, banks and our Bond Counsel. We have also studied recent bond re-financing in the South Florida region. All indications point to the possibility of the Town to refinance its 1997 General Obligation Bonds.

Today's market conditions are favorable to the Town and we believe that there will be no out of pocket costs to the Town and the potential savings over the balance of the series will be in excess of \$1.5 million dollars. We also anticipate an annual saving the town's debt service anywhere from \$75,000 to \$80,000.

Fiscal Impact:

Reduction to the Town's Debt service of the original GEO BONDS.
Overall savings in excess of \$1.5 million dollars.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2453.16

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH,
FLORIDA APPROVING PROFESSIONAL SERVICES
CONTRACT BETWEEN THE TOWN OF GOLDEN
BEACH AND ESTRADA HINOJOSA & COMPANY, INC.,
CONCERNING FINANCIAL ADVISORY SERVICES;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council (the "Town Council" or "Council") of the Town of Golden Beach, Florida (the "Town"), hereby determines that it is in the best interest of the Town to retain the professional financial advisory services of Estrada Hinojosa & Company, Inc. (the "Consultant") in connection with the refinancing of the Town's General Obligation Bonds, Series 2008; and

WHEREAS, the Town Council finds that approval of the attached Letter of Engagement between Consultant and the Town (the "Contract") is in the best interest of the Town;

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

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

Section 2. Agreement Approved. The Contract, in substantially the form attached hereto as Exhibit "A", is hereby approved, and the Mayor and/or Town Manager are authorized to execute the Contract on behalf of the Town, after approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Mayor, Town Manager and Town Attorney are hereby authorized to take any necessary action to implement the Contract and this Resolution.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida this 16th day of August, 2016.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT "A"

FORM OF CONTRACT

LETTER OF ENGAGEMENT

Alexander Diaz
Town Manager
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160

CONTRACT

This Letter of Engagement (the “Contract”) is entered into between Estrada Hinojosa & Company, Inc. (“EH”), a Texas corporation and investment banking firm, and the TOWN OF GOLDEN BEACH, FLORIDA (“TOWN”), effective as of the date executed by both parties as set forth on the signature page hereof.

SCOPE OF SERVICES

EH, in its capacity as Financial Consultant to the TOWN undertakes the scope of services described in Attachment “A” hereto.

COMPENSATION

The fees due to EH for the services set forth and described under SCOPE OF SERVICES of this Contract and the reimbursement of expenses incurred shall be considered in accordance with the guidelines set forth in Attachment “B” hereto.

INDEMNITY

EH covenants and agrees to fully indemnify and hold harmless the TOWN, from and against any and all costs, claims, liens, damages, losses, expenses, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature made upon EH directly or indirectly arising out of, resulting from or related to the work performed under this Contract, except in any case of sole negligence or gross negligence by the TOWN. EH shall promptly advise the TOWN in writing of any claim or demand related to or arising out of any activities under this Contract.

ESTRADA HINOJOSA & COMPANY, INC.

1717 Main Street • Suite 4700, Lockbox 47 • Dallas, Texas 75201
(214) 658-1670 • (800) 676-5352 • Fax (214) 658-1671

Member FINRA/SIPC

DALLAS

AUSTIN

CHICAGO

HOUSTON

LOS ANGELES

MIAMI

NEW YORK

SAN ANTONIO

ACCESS TO INFORMATION AND CONFIDENTIALITY

To effectively perform the services outlined in this Contract, EH will need reasonable access to the previously completed and ongoing work of the TOWN, as well as its legal team and other consultants. EH agrees to treat as confidential and not disclose to other parties any and all information deemed to be proprietary and confidential.

TERM

This Contract is intended to run from the effective date of execution by until the completion of services provided by EH as described in Attachment "A" or such time as the TOWN determines to cease implementing such project. This Contract may be terminated with or without cause by EH or the TOWN upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due EH for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Contract.

ASSIGNMENT

This Contract involves skilled professional services and shall not be assignable by EH.

PROHIBITION AGAINST CONTINGENT FEES; OTHER MATTERS

EH warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for EH, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for EH any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

NONEXCLUSIVE AGREEMENT

The services to be provided by EH pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the TOWN from engaging other firms to perform the same or similar services for the benefit of the TOWN within the TOWN'S sole and absolute discretion.

RECORDS

All original reports, documents, analysis and materials (the “Materials”) that result from the EH providing Scope of Services shall be the property of the TOWN. Upon termination of this Contract or upon request of the TOWN during the term of this Contract, any and all such Materials shall be delivered to the TOWN by EH.

MISCELLANEOUS

1. Choice of Law. This Contract shall be construed and given effect in accordance with the laws of the State of Florida.
2. Binding Effect: Assignment. This Contract shall be binding upon and, inure to the benefit of EH and the TOWN, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. MSRB Rule G-42 Disclosure. In compliance with recently adopted securities regulations promulgated by the U. S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”), EH includes in this Contract the disclosure provided in Attachment “C” hereto, which all municipal advisors are now required to provide to clients.
4. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Contract shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

Executed and Agreed to this _____ Day of _____, 2016,

By:

For Estrada Hinojosa & Company, Inc.

For The Town of Golden Beach, FL

Attachment “A”

SCOPE OF SERVICES:

Estrada Hinojosa & Company, Inc. (“EH” or “Consultant”) will work closely with the finance professionals of the TOWN to ensure a successful bond issue that produces the lowest cost of borrowing with the most flexibility for the TOWN’s debt management obligations. Working with the professionals on the Trading Desk of EH, who are accessing the capital markets on a daily basis, the EH bankers will provide guidance to the TOWN with regard to the timing, terms, and ultimate execution of the refinancing of the General Obligation Bonds, Series 2008.

EH will review all financing documents and bring to the attention of the TOWN any provisions which warrant reconsideration or amendment. EH will also assist the TOWN in filing all necessary notices at the State and national level and ensure that the bonds are issued in accordance with all requirements of the U. S. Securities and Exchange Commission.

EH will also work with the TOWN in the most efficient disposition of bond proceeds and assist with financial planning for future projects.

Below, please find the scope of services in more detail:

1. Consultant will recommend the method of sale of the Debt Instruments that, in its opinion, is in the best interest of the TOWN and will proceed, as directed by the TOWN, with one of the following methods:
 - a. **Competitive Sale**: Consultant will advise the TOWN regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers for the Debt Instruments in accordance with established procedures.
 - b. **Negotiated Sale**: Consultant will recommend one or more investment banking firms as members of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will Consultant participate either directly or indirectly in the underwriting of the Debt Instruments. Consultant will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. Consultant will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related

documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

2. Consultant will, after consulting the TOWN, arrange for such reports and opinions of recognized independent consultants that Consultant deems necessary and required for the successful marketing of the Debt Instruments.
3. Subject to the approval of the TOWN, Consultant will organize and make arrangements for such information meetings as, in its judgment, may be necessary.
4. When appropriate, Consultant will work with the TOWN Clerk to advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
5. Consultant will coordinate the preparation of the Notice of Sale and Bidding Instructions, Official Statement, Official Bid Form and such other documents as may be required. Consultant will submit to the TOWN all such documents for examination, approval and certification. After such examination, approval and certification, Consultant will provide the TOWN with a supply of all such documents sufficient to its needs and will distribute by mail sets of the same to prospective bidders and to banks, life, fire and casualty insurance companies, investment counselors and other prospective purchasers of the Debt Instruments. Consultant also provides sufficient copies of the Official Statement to the purchaser of the debt Instruments in accordance with the Notice of Sale and Bidding Instructions. The expenses associated with printing and distribution of these documents will be paid by the TOWN.
6. Consultant will make recommendations to the TOWN as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments as, in its opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, Consultant will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the TOWN.
7. Consultant will make recommendations to the TOWN as to the advisability of obtaining municipal bond insurance or other credit enhancement, or qualifications for same, for the Debt Instruments and, when directed by the TOWN, Consultant will coordinate the preparation of such information as, in its opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the appropriate

company, institution or institutions may be indicated, Consultant will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the TOWN.

8. Consultant will assist the staff of the TOWN at any advertised sale of Debt Instruments in coordinating the receipt, tabulation and comparison of bids and Consultant will advise the TOWN as to the best bid. Consultant will provide the TOWN with its recommendations as to acceptance or rejection of such bid.
9. As soon as a bid for the Debt Instruments is accepted by the TOWN, Consultant will proceed to coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible. Consultant will assist the TOWN in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
10. Consultant will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.
11. If requested, Consultant will work with the TOWN in the selection of a Paying Agent/Registrar for the Debt Instruments, and will assist in the preparation of agreements pertinent to these services and the fees incident thereto.
12. In the event formal verification by an independent auditor or any calculations incident to the Debt Instruments is required, Consultant will make arrangements for such services.
13. Consultant agrees to do, or cause to be done, all work pertaining to the Debt Instruments, obtaining approval, as may be required by law, registration, and delivery to the purchaser. The expenses associated with the printing of the debt instruments will be paid by the TOWN.
14. After the closing of the sale and delivery of the Debt Instruments, Consultant will deliver to the TOWN a schedule of annual debt service requirements on the Debt Instruments. In coordination with Bond Counsel, Consultant will assure that the Paying Agent/Registrar has been provided with a copy of the authorizing ordinance, order or resolution.

Attachment “B”

The fee for financial consulting services provided hereunder shall be a minimum of \$35,000 for the first \$10,000,000 in par amount plus \$1.75 per \$1,000 of Bonds thereafter. With the prior approval of the TOWN, Consultant retains the right to seek reimbursement for quantitative analysis services, the acquisition of open market securities for any escrow, the preparation of disclosure documents required to offer the TOWN’s securities, and direct out of pocket expenses incurred in the course of performing these duties, including, but not limited to, out of State travel to secure ratings and/or offers of bond insurance.

Attachment “C”

DISCLOSURE STATEMENT REQUIRED

BY

MUNICIPAL SECURITIES RULEMAKING BOARD

This Disclosure Statement is provided by Estrada Hinojosa & Co., Inc. (“Municipal Advisor”) to Town of Golden Beach, Florida (“Client”) in connection with this financial consultant Contract and is dated as of the same date. This Disclosure Statement provides information regarding conflicts of interest pursuant to MSRB Rule G-42(b) and the events required to be disclosed to Client pursuant to MSRB Rule G-42 (c)(ii).

Part A (Disclosures of Conflicts of Interest)

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any *actual or potential* material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, Municipal Advisor makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests.

In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service, and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor’s supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory

duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

1. **Compensation-Based Conflicts.** If fees due under this Agreement are partially based on the size of a bond Issue and contingent upon the delivery of the bonds, this form of compensation has the potential to create a conflict of interest. While customary in the municipal securities market, the potential conflict of interest arises from the incentive for a Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.
2. **Other Municipal Advisor or Underwriting Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering.

In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases (such as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities), the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its duties to Client.

3. **Broker-Dealer Business.** Municipal Advisor is a broker-dealer that provides underwriting services to its clients, in addition to serving as a municipal advisor. Such underwriting activities may be undertaken on behalf of, or as counterparty to, current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific

circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with underwriting transactions is mitigated by means of such activities being engaged in on customary terms under an active and long-standing regulatory structure, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

At this time, there are no *actual* material conflicts of interest known to Municipal Advisor in connection with the current Agreement. Municipal Advisor has listed the *potential* conflicts of interest to comply with MSRB Rule G-42.

Part B (Disclosures of Information Regarding Legal Events and Disciplinary History)

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. The following legal or disciplinary events may be material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel:

1. In March 2012, the Municipal Advisor paid a \$10,000 fine to settle a FINRA enforcement matter arising from the late filing of Final Official Statements.
2. In July 2015, the Municipal Advisor paid a \$17,500 fine to settle a FINRA enforcement matter arising from the late and/or inaccurate reporting of municipal bond trades.
3. In September 2015, the Municipal Advisor settled an enforcement action brought by the United States Securities and Exchange Commission as a result of their Municipal Continuing Disclosure Initiative (MCDC). As part of the settlement, the Municipal Advisor paid a \$40,000 fine.

A full report of the Municipal Advisor's disciplinary history, including the events summarized above, can be found on the Municipal Advisor's Form MA and Form MA-I filings. These filings are available online in the EDGAR database maintained by the United States Securities and Exchange Commission at this location:

<https://www.sec.gov/cgi-bin/browse-edgar?company=estrada+hinojosa&owner=exclude&action=getcompany>

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 as applicable. The disclosures filed on Form MA and Form MA-I were all filed on Form BD or U4 for the applicable event. Detailed information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by FINRA's BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 19299.

The disclosure items listed above were all related to the Underwriting business segment of Estrada Hinojosa & Co., Inc.; not from any activity relating to our Municipal Advisory business segment. The events themselves were technical in nature and did not involve any investor harm or market disruption. The Municipal Advisor last updated Form MA on May 4, 2016.

Part C Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,

Estrada Hinojosa + Company, Inc.

Estrada Hinojosa & Company, Inc.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 16, 2016

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2454.16 – Proposed Millage Rate, Voted Millage Rate and Budget Hearing Dates

Item Number: <hr/> 4 <hr/>

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2454.16 as presented.

The Towns Millage

Due to last year's preparation of two budgets simultaneously, I am pleased to confirm that our estimates were correct in that we are able to maintain the current millage rate (that was reduced last year) while enhancing our services. In addition, in the proposed budget we have dedicated an unprecedented \$800,000 towards new capital projects and maintaining the Town's current infrastructure. The proposed budget calls for the Town's combined millage rate to remain unchanged. If the Council approves my recommendation, our combined millage rate will remain at 8.400 mills, the same as the previous year.

The 7.396 operating millage, which at 95% will generate \$6,692,909 for the General Fund Budget, is \$829,222 more than the current fiscal year, where our ad valorem portion of the operating budget was approved at \$5,863,687.

The Proposed Millage Rates for Fiscal Year 2016-2017 are:

General Operating	7.3960 (7.2748 last year, 0.1212 increase)
Voted Debt Service	1.0040 (1.1252 last year, 0.1212 decrease)
Total	8.4000

Year	Assessed Value	Operating Millage	Ad Valorem Revenues
2007-2008	705,403,202	8.5000	\$5,995,927
2008-2009	727,052,005	7.6050	\$5,529,230
2009-2010	712,373,295	7.1525	\$5,095,250
2010-2011	644,237,679	7.0140	\$4,518,683
2011-2012	630,682,606	6.9799	\$4,402,101
2012-2013	633,839,127	6.9950	\$4,433,704
2013-2014	688,604,864	7.1130	\$4,898,046
2014-2015	760,202,266	7.2450	\$5,507,665
2015-2016	848,449,766	7.2480	\$5,863,687
2016-2017	952,564,565	7.396	7,045,168**

** State law permits that we budget only 95%, thus, \$6,692,909 is available for budgeting purposes

The Town's assessed values of \$952,564,565 is the highest it has ever been, and is a strong indication that our community continues to be a highly sought after and solid investment for our residents. One can also extrapolate that the increase in the Town's assessed value is directly correlated to the \$42+-million we have invested in our infrastructure through our capital improvement program. In essence 'the gamble' the Town took in asking the residents to approve the General Obligation bond of \$14.5-million in 2007 has paid off exponentially.
General Obligation Debt Service Fund

The anticipated general obligation debt service payment for Fiscal Year 2016/2017 is approximately \$907,830. Based on the Certified Taxable Values from the Property Appraiser, the bonds would require the levy of a debt service millage of 1.004, equal to \$908,556 at the 95% rate.

Year	Assessed Value	Debt Millage	Ad Valorem Revenues
2008-2009	727,052,005	0.8950	\$618,175
2009-2010	712,373,295	1.3475	\$911,926
2010-2011	644,237,679	1.4860	\$909,470
2011-2012	630,682,606	1.5201	\$910,765
2012-2013	633,839,127	1.5050	\$906,231
2013-2014	688,604,864	1.3870	\$907,340
2014-2015	760,202,266	1.2550	\$906,351
2015-2016	848,449,766	1.1252	\$906,941
2016-2017	952,564,565	1.004	908,556

One of our initiatives in the coming year as it relates to the debt service fund is the possible refinancing of the General Obligation Bonds Series 2008 which would generate a significant savings to the bond debt service.

Background:

The Administration is recommending a total combined millage rate for the Town of Golden Beach that would not exceed 8.4000 **for TRIM (Truth In Millage) notice.** This will be the first time in 9 years that we set the TRIM notice at the actual proposed budget.

Over the last several years, I have presented, and the Town of Golden Beach has adopted, budgets that provide services that exceed the expectations of our residents, visitors, Mayor and Members of the Town Council.

When I present our budgets in September it will continue our focus on providing “**value of services for tax dollars paid**” by continuing to provide those services our residents have come to expect of Golden Beach and this Administration.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2454.16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2015-2016 THAT WAS TRANSMITTED TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2016, The Property Appraiser of Miami-Dade County, Florida, served upon the Town of Golden Beach (the "Town") a "Certification of Taxable Value" certifying to the Town its 2016 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Miami-Dade County the proposed millage rate, the current year rolled-back rate, and the date, time, and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, the Town through its Mayor and Manager have complied with the submittal requirements; and

WHEREAS, based upon preliminary valuations provided by the Property Appraiser, the Town Council agreed for the Town, through the Mayor and Manager, to advise the Property Appraiser that the proposed millage shall be an amount not to exceed 7.3960 mills and 1.004 of voted millage.

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. Acceptance. The Town Council acknowledges and accepts that the Town Mayor and Manager set the Proposed Millage and the Proposed Voted Millage at a rate not to exceed 7.3960 mills and 1.004 voted mills respectively, and shall advise the Property Appraiser of said rates and provide the Property Appraiser with all other information required by law.

Section 3. 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 Kenneth Bernstein	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 16th day of August, 2016.

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: August 16, 2016

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2455.16 – A Resolution Renewing
Comprehensive Health Insurance through the Florida League
of Cities who has indicated their agent of record will be Florida
Municipal Insurance Trust**

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2455.16 as presented.

Background:

I recommend that the Town's comprehensive group health insurance be awarded to the Florida League of Cities Florida Municipal Insurance Trust (FMIT) as the agent of record. Because of the competitive nature of the FMIT's renewal, the Town finds staying with its current agent and carrier the most physically prudent course of action to take.

The renewal premium in comparison to the Town's current premium has increased by 9.80% from \$47,868.84 to 52,560.34.

We will be changing coverage Options that are included in the attached plan coverage. By changing coverage options we save an average of 4.74% the plan differences are minimal. This decision was also made in an effort to assist our employees on their plan burdens.

Fiscal Impact:

Because we have not completed our Open Enrollment, it is difficult to provide an exact cost. We anticipate the total increase not to exceed \$48,000 for F/Y 2016-2017.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2455.16

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDED A COMPREHENSIVE HEALTH INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's wishes to renew its current insurance agreement with the Florida League of Cities who has indicated their agent of record to be the Florida Municipal Insurance Trust (FMIT); and

WHEREAS, the Town's current comprehensive health insurance plan with FMIT came in at a 9.80% increase: and

WHEREAS, the Town Council finds that entering into this Contract is in the best interest of the Town.

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

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

Section 2. Proposal Accepted. The proposal to go into a Contract with the Florida League of Cities as described and set forth in the Agenda Item Report attached hereto and incorporated herein, and are hereby accepted.

Section 3. Implementation. The Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions including, but not limited to, the designation of a new agent of record.

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

Sponsored by the Town Administration.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 16th day of August, 2016.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



The following Coverage Agreement outlines, in detail, the coverages and premiums agreed upon by the Florida Municipal Insurance Trust and Town of Golden Beach.
The effective date of this agreement is 10/01/2016-09/30/2017.

Coverage / Plans

Medical Coverage

United Healthcare, Rx Copays \$10/\$35/\$60; 2.5 for mail order \$25/\$87.50/\$150

Premiums

UnitedHealthcare Plan 2	
Employee	\$779.83
Employee + Spouse	\$1,676.62
Employee + Children	\$1,442.68
Employee + Family	\$2,339.47

Other Specified Items

Effective October 1, 2015, the Florida League of Cities is partnering with UnitedHealthcare to offer AARP Medicare Supplement and Medicare Advantage plans to decrease the overall cost to the retirees. The current Medicare Supplement plan will no longer be available due to the UnitedHealthcare plans being a more cost effective alternative.

Disclosure (new FMIT groups only)
Dependent SSN for enrollment

Signatures

Representative, Florida Municipal Insurance Trust

Date

Representative, Town of Golden Beach

Date

Note: Termination of coverage requires a 45 day written notice.

Florida Municipal Insurance Trust
Town of Golden Beach
Rate Quote for Medical and Prescription Drug Benefit Coverage

Current Rates - UnitedHealthcare Choice Plus Plan 1				
Contract Type	Enrollment	10/1/2015 -		
		9/30/2016	Monthly Premium	Annual Premium
Single	27	\$710.22	\$19,175.94	\$230,111.28
EE + Spouse	6	\$1,526.97	\$9,161.82	\$109,941.84
EE + Children	10	\$1,313.91	\$13,139.10	\$157,669.20
Family	3	\$2,130.66	\$6,391.98	\$76,703.76
Total	46		\$47,868.84	\$574,426.08

Renewal Rates - UnitedHealthcare Choice Plus Plan 2				
Contract Type	Enrollment	10/1/2016 -		
		9/30/2017	Monthly Premium	Annual Premium
Single	27	\$779.83	\$21,055.41	\$252,664.92
EE + Spouse	6	\$1,676.62	\$10,059.72	\$120,716.64
EE + Children	10	\$1,442.68	\$14,426.80	\$173,121.60
Family	3	\$2,339.47	\$7,018.41	\$84,220.92
Total	46		\$52,560.34	\$630,724.08

Percent Change	9.80%
-----------------------	--------------

Medicare Exchange Available	
Prescription Drug Copays	
Retail:	\$10/\$35/\$60
Mail Order:	\$25/\$87.50/\$150



Choice Plus Plan 2

Coverage Period: 10/01/2015 – 09/30/2016

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at welcometouhc.com or by calling 1-866-633-2446.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: \$250 Individual / \$500 Family Non-Network: \$500 Individual / \$1,000 Family Per calendar year. Copays, prescription drugs, and services listed below as "No Charge" do not apply to the deductible.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Network: \$2,500 Individual / \$5,000 Family Non-Network: \$5,000 Individual / \$10,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of network providers, see myuhc.com or call 1-866-633-2446.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

Questions: Call 1-866-633-2446 or visit us at welcometouhc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy. **This is only a summary.** It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network provider charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need		Your Cost If		Limitations & Exceptions
	Network Provider	Non-Network Provider	You Use a Network Provider	You Use a Non-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness		\$15 copay per visit	30% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit		\$30 copay per visit	30% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit		\$15 copay per visit	30% co-ins after ded.	Cost share applies to manipulative (chiropractic) services only and is limited to 20 visits per calendar year. Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.
	Preventive care / screening / immunization		No Charge	Not Covered	Includes preventive health services specified in the health care reform law. No coverage non-network.
If you have a test	Diagnostic test (x-ray, blood work)		No Charge	30% co-ins after ded.	Pre-authorization is required non-network for sleep studies or benefit reduces to 50% of eligible expenses.
	Imaging (CT / PET scans, MRIs)		\$100 copay per service	30% co-ins after ded.	None
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option		Retail: \$10 copay Mail-Order: \$25 copay	Retail: \$10 copay	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply



Choice Plus Plan 2

Coverage Period: 10/01/2015 – 09/30/2016

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
More information about prescription drug coverage is available at myuhc.com	Tier 2 – Your Midrange-Cost Option	Retail: \$35 copay Mail-Order: \$87.50 copay	Retail: \$35 copay	Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a pre-authorization requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. If a dispensed drug has a chemically equivalent drug at a lower tier, the cost difference between drugs in addition to any applicable copay and/or coins may be applied. Tier 1 contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.
	Tier 3 – Your Highest-Cost Option	Retail: \$60 copay Mail Order: \$150 copay	Retail: \$60 copay	
If you have outpatient surgery	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses. None
	Facility fee (e.g., ambulatory surgery center)	\$100 copay per visit	30% co-ins after ded.	
If you need immediate medical attention	Physician / surgeon fees	10% co-ins after ded.	30% co-ins after ded.	None
	Emergency room services	\$125 copay per visit	\$125 copay per visit	None
	Emergency medical transportation	10% co-ins after ded.	*10% co-ins after ded.	*Network deductible applies
	Urgent care	\$50 copay per visit	30% co-ins after ded.	If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.



Choice Plus Plan 2

Coverage Period: 10/01/2015 – 09/30/2016

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider		Your Cost If You Use a Non-Network Provider		Limitations & Exceptions
If you have a hospital stay	Facility fee (e.g., hospital room)	10% co-ins after ded.	30% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.		
	Physician / surgeon fees	10% co-ins after ded.	30% co-ins after ded.	None		
If you have mental health, behavioral health, or substance abuse needs	Mental / Behavioral health outpatient services	\$15 copay per visit	30% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.		
	Mental / Behavioral health inpatient services	10% co-ins after ded.	30% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.		
	Substance use disorder outpatient services	\$15 copay per visit	30% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.		
	Substance use disorder inpatient services	10% co-ins after ded.	30% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.		
	Prenatal and postnatal care	No Charge	30% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.		
	Delivery and all inpatient services	10% co-ins after ded.	30% co-ins after ded.	Inpatient pre-authorization may apply.		
If you need help recovering or have other special health needs	Home health care	10% co-ins after ded.	30% co-ins after ded.	Limited to 60 visits per calendar year. Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.		
	Rehabilitation services	\$15 copay per outpatient visit	30% co-ins after ded.	Limits per calendar year: physical, speech, occupational – 20 visits; cardiac – 36 visits; pulmonary – 20 visits. Pre-authorization required for physical, occupational and speech non-network or benefit reduces to 50% of eligible expenses.		

Common Medical Event	Services You May Need	Your Cost If You Use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
	Habilitative services	\$15 copay per outpatient visit	30% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above. Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.
	Skilled nursing care	10% co-ins after ded.	30% co-ins after ded.	Limited to 60 days per calendar year. (combined with inpatient rehabilitation). Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.
	Durable medical equipment	10% co-ins after ded.	30% co-ins after ded.	Pre-authorization is required non-network for DME over \$1,000 or no coverage. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	10% co-ins after ded.	30% co-ins after ded.	Inpatient pre-authorization is required for non-network or benefit reduces to 50% of eligible expenses.
If your child needs dental or eye care	Eye exam	\$15 copay per visit	30% co-ins after ded.	One routine vision exam, including refraction, to detect vision impairment Routine eye exam is limited to 1 every other year.
		Glasses	Not Covered	No coverage for glasses.
		Dental check-up	Not Covered	No coverage for dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

<ul style="list-style-type: none"> Acupuncture Bariatric surgery Cosmetic surgery 	<ul style="list-style-type: none"> Dental care (Adult/Child) Glasses (Adult/Child) Infertility treatment 	<ul style="list-style-type: none"> Long-term care Non-emergency care when traveling outside the U.S. Private-duty nursing 	<ul style="list-style-type: none"> Routine foot care Weight loss programs
--	---	--	---

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these



Choice Plus Plan 2

Coverage Period: 10/01/2015 – 09/30/2016

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

services.)

• Chiropractic care

• Hearing aids

• Routine eye care (Adult/Child)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cchio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit www.myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at www.dol.gov/ebsa/healthreform and <http://ccio.cms.gov/programs/consumer/capgrants/index.html>.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-633-2446.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-866-633-2446.

Navajo (Dine): Dinck'ehgo shika at'ohwol ninsingo, kwijigo holne' 1-866-633-2446.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-633-2446.

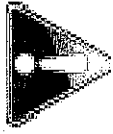
-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

Choice Plus Plan 2

Coverage Period: 10/01/2015 – 09/30/2016

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different. See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,420
- Patient pays \$1,120

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$300
Copays	\$20
Coinsurance	\$600
Limits or exclusions	\$200
Total	\$1,120

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,320
- Patient pays \$1,080

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$200
Copays	\$800
Coinsurance	\$0
Limits or exclusions	\$80
Total	\$1,080

Questions and answers about Coverage Examples:

<p>What are some of the assumptions behind the Coverage Examples?</p> <ul style="list-style-type: none"> • Costs don't include <u>premiums</u>. • Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. • The patient's condition was not an excluded or preexisting condition. • All services and treatments started and ended in the same coverage period. • There are no other medical expenses for any member covered under this plan. • Out-of-pocket expenses are based only on treating the condition in the example. • The patient received all care from in-network <u>providers</u>. If the patient had received care from out-of-network <u>providers</u>, costs would have been higher. • If other than individual coverage, the Patient Pays amount may be more. 	<p>What does a Coverage Example show?</p> <p>For each treatment situation, the Coverage Example helps you see how <u>deductibles</u>, <u>copayments</u>, and <u>coinsurance</u> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p>Does the Coverage Example predict my own care needs?</p> <p>✘ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p>Does the Coverage Example predict my future expenses?</p> <p>✘ No. Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <u>providers</u> charge, and the reimbursement your health plan allows.</p>	<p>Can I use Coverage Examples to compare plans?</p> <p>✔ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p>Are there other costs I should consider when comparing plans?</p> <p>✔ Yes. An important cost is the <u>premium</u> you pay. Generally, the lower your <u>premium</u>, the more you'll pay in out-of-pocket costs, such as <u>copayments</u>, <u>deductibles</u>, and <u>coinsurance</u>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
---	---	---

Questions: Call 1-866-633-2446 or visit us at welcometohc.com. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf or call the phone number above to request a copy. **This is only a summary.** It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 16, 2016

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2456.16 – Renewing the agreements for Dental Insurance and Vision Coverage to Guardian Insurance and Compbenefits with Sapoznik Insurance as the agent of record**

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2456.16 as presented.

Background:

I recommend that Sapoznik Insurance be renewed as the agent of record for vision coverage and dental coverage. The resolution renews the following: dental coverage to Guardian Insurance, and vision coverage to Compbenefits.

The Town has received a “Rate Pass” for vision coverage and a 12.2% increase in dental insurance.

Dental (Guardian) a 12.2% increase from last fiscal year.

Vision (Compbenefits) no increase from the last two fiscal years.

(the renewal rate for Compbenefits was guaranteed from 10/1/15 – 9/30/17)

Fiscal Impact:

There will be no increase from what the Town’s current monthly rates are for vision. Because we have not completed our Open Enrollment, it is difficult to provide an exact cost of the increase for dental coverage. We anticipate the total increase not to exceed \$5,000 for F/Y 2016/2017.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2456.16

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, RENEWING THE AGREEMENTS FOR A DENTAL INSURANCE AND A VISION INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council by Resolution 1868.07 awarded to each of Guardian Insurance and Compbenefits Insurance, the lowest responsible bidders, a one year contract with two (2) one-year renewal options (the "Contracts"), to provide dental and vision insurance benefits to Town employees and their eligible dependents; and

WHEREAS, that renewal option expired on September 30, 2010 and the Town has granted annual extensions since; and

WHEREAS, the Town finds that the renewal rates continue to provide a more competitive comprehensive option than a bid option;

WHEREAS, the Town wishes to renew its vision and dental insurance coverage under each of the Contracts; and

WHEREAS, the Town Council finds that renewal of the Contracts is in the best interest of the Town.

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

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

Section 2. Proposal Accepted. The proposals to renew the Contracts with Guardian Insurance and Compbenefits, as described and set forth in the Agenda Item Report attached hereto and incorporated herein, and are hereby accepted.

Section 3. Implementation. The Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions including, but not limited to, the designation of a new agent of record.

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

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 16th day of August, 2016.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 16, 2016

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

**Subject: Resolution No. 2457.16 - Approving an Interlocal Agreement
Between the Town and Miami-Dade County for the
Enforcement of Civil Penalties for Code Violations**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2457.16 as presented.

Background:

The Interlocal Agreement will provide our Police Officers with the ability to treat certain law violations as Civil Citations. This will reduce the number of arrest(s) that need to be made for certain law violations as listed in the agreement.

In an effort to streamline the number of arrest case-loads at the County Courts, and the number of hours tying up Police Officers; the County has enacted an Ordinance allowing for the issuance of a Civil Cavitation in lieu of an arrest in certain circumstances.

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2457.16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN AND MIAMI-DADE COUNTY, FLORIDA FOR THE ENFORCEMENT OF CIVIL PENALTIES FOR CODE VIOLATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into an Interlocal Agreement (the "Agreement"), attached to this Resolution as Exhibit "A" between the Town and Miami-Dade County, Florida, described and outlined in the attached Agenda Item Report; and

WHEREAS, Section 21-81 of the Code of Miami-Dade County applies countywide and is enforced, in part, through civil penalties under section 8CC of the Code; and

WHEREAS, the Town is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code; and

WHEREAS, all law enforcement officers that are employed by the Town are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this agreement, and

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

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

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

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

Sponsored by the **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 Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 16th day of August, 2016.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

INTERLOCAL AGREEMENT BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

THE TOWN OF GOLDEN BEACH

**FOR THE ENFORCEMENT OF SECTION 8CC OF THE MIAMI-DADE COUNTY
CODE AS IT RELATES TO SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE**

This Interlocal Agreement (“Agreement”) is made and entered this ____ day of _____, _____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the TOWN OF GOLDEN BEACH (hereafter “TOWN”).

WITNESSETH

WHEREAS, Section 21-81 of the Code of Miami-Dade County (“hereinafter the Code”) applies countywide and is enforced, in part, through civil penalties under section 8CC of the Code; and

WHEREAS, the TOWN may enforce within its lawful jurisdiction within the County the provisions of Section 8CC as they relate to Section 21-81 upon the execution and adoption of an Interlocal agreement by the COUNTY and the TOWN which contains the sections of the Code which the TOWN is entitled to enforce, the job title of the agents of the TOWN authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the TOWN from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any liability or actions or causes of actions related to the TOWN’s enforcement, and a defined term of years for which the agreement would be in effect; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the TOWN and of the citizens of the COUNTY to have the TOWN enforce the provisions of Section 21-81 of the Code through Section 8CC,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The TOWN is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)(1) through and including 21-81(d)(7) of the Code, within the TOWN'S jurisdiction. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce such provisions.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by Florida Statutes Section 943.10(1) that are employed by the TOWN are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The TOWN shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as outlined in Section I above and shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services. In addition, the TOWN shall bear all costs relating to any subsequent appeal to the Circuit court of

the Eleventh Judicial Circuit and/or any high court of the Hearing Officer's decision and shall be solely responsible for representing the TOWN in such proceedings.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED

The CLERK OF COURTS shall reimburse on a quarterly basis to the TOWN the fines collected from the issuance of civil violation notices for violations of Section 21-81 of the Code as set forth in Section 8CC. Prior to the reimbursement, the CLERK OF COURTS will deduct 17% - 20% from the fines collected for administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the COUNTY shall keep the entire processing fee paid by the violator.

V. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, the COUNTY and the TOWN may enter a new interlocal agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the TOWN to continue its enforcement efforts.

VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY

Subject to the limitations set forth in Section 768.28, Fla. Stat., and all applicable laws, the TOWN shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action or damages of any nature whatsoever, arising from the act, omission or performance or failure of performance of the TOWN or the TOWN's agents, contractors, servants and employees hereunder relative to the enforcement of the provisions of Section 21-81 of the Code pursuant to Section 8CC of the Code. The TOWN shall defend the COUNTY in any action including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the TOWN to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Participating Entity Default.” If a participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the TOWN thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give the TOWN a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the defaults is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the TOWN commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY’s reasonable satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the TOWN shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the TOWN. Provided, however, that the TOWN shall give the COUNTY a period of thirty (30) days after receipt of written notice from the TOWN of said default to cure any County Default unless the TOWN determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the TOWN's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

VIII. CANCELLATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the TOWN upon thirty (30) days written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the TOWN agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

XI. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE MUNICIPALITY

The TOWN represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the TOWN or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the COUNTY or its designee; and (ii) the County has the required power and authority to perform this Agreement.

XV. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII. NOTICE

Notices to the TOWN provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Town Manager, Alexander Diaz
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160

with copy to:

Town Attorney Stephen J. Helfman
Weiss Serota Helfman Cole & Bierman PA
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested,

postage prepaid addressed to:

County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the parties may designate to each other in writing from time to time.

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

MIAMI-DADE COUNTY

Carlos A. Gimenez, Mayor Date

ATTEST:

Harvey Ruvlin, County Clerk Date
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Date
Assistant County Attorney
Miami-Dade County, Florida



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 16, 2016

To: Honorable Mayor Glenn Singer and
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2458.16- Accepting the proposed Emergency
Management Plan for the Town of Golden Beach**

Item Number: <u>8</u>

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2458.16 as presented.

Background:

The Town has never officially adopted a comprehensive Emergency Management Plan (EMP). During the last several years, I along with the Police Department have developed the proposed EMP; our EMP mirrors the best practices found throughout our region.

In this plan we have codified the Town's business practices and past practice to adequately reflect the Town's expectations of residents, visitors and employees and to ensure that we have a clear understanding of what can be expected from the Town of Golden Beach during emergencies.

Our citizens rely on government to respond with needed assistance whenever a local disaster strikes. The role of each Town's Department and each employee is to assist the Town in minimizing the impact of a disaster.

The Mayor of Golden Beach is in charge with the responsibility to declare a state of emergency when disaster strikes. The Mayor also has the same responsibilities prior to and during a pending disaster such as a hurricane. The task of protecting the Town and restoring critical infrastructure and services is most difficult without a workable plan.

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2458.16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE TOWN OF GOLDEN BEACH COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (“CEMP”) WITH PROVISIONS AS STATED HEREIN AND AS MORE PARTICULARLY DESCRIBED IN THE CEMP; SETTING AN EFFECTIVE DATE. (INTRODUCED BY TOWN MANAGER ALEXANDER DIAZ)

WHEREAS, pursuant to this Resolution, the Town of Golden Beach desires to implement the Town-wide Comprehensive Emergency Management Plan (“CEMP”); and

WHEREAS, the 252.38 (2) Florida Statutes, authorizes and encourages municipalities to create emergency management programs to provide for disaster mitigation, preparedness, response and recovery responsibilities; and

WHEREAS, being prepared for disaster means being ready to respond promptly as danger threatens, to save lives and protect property and to provide relief from suffering and deprivation; and

WHEREAS, local services may be overburdened or inadequate and local government will have to operate effectively in different ways than in normal times to provide timely relief and minimize hardships in the event of natural and technological disaster, and

WHEREAS, this CEMP is intended to provide the framework for the development of detailed operating procedures for the Town forces charged with the responsibilities of protecting the public’s health and safety from natural and technological disaster; and

WHEREAS, Chapter 9G-6 of the State of Florida Administrative Code, requires the governing body of the Town of Golden Beach to comply with the standard and requirements applicable to the Miami-Dade County Comprehensive Emergency Management Plan (“Miami-Dade County CEMP”) and encourages the Town of Golden Beach

WHEREAS, Miami-Dade County has reviewed and found that the Town’s CEMP to be consistent with the Miami-Dade County CEMP; and

WHEREAS, the Town’s CEMP direct the Town and the Town departments to

develop and maintain a Continuity of Operational Plan (“COOP”) to mitigate risks, reduce disruption of operations, protect essential equipment, record and other assets, minimize damage and loss, provide organizational and operational stability, facilitate decision making during an emergency and achieve an orderly recovery.

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. Agreement Approved. That the Golden Beach Council adopts the CEMP, attached and incorporated and direct the Town and each Town department to develop a COOP that is compatible with the Town CEMP, to ensure the continued performance of minimum essential functions during wide-range potential emergencies or a situation that might disrupt normal operations.

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

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

Sponsored by **Town Administration**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 16th day of August, 2016.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY