



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the August 31, 2021
Special Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 885 1593 3885 Password: 179035

For Dial In Only: Call 929.205.6099 Meeting ID: 885 1593 3885

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, AUGUST 31, 2021.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

ABRAHAM MENDAL – TOWN FLAG AWARD

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. CORONAVIRUS UPDATE

I. COUNCIL COMMENTS

J. TOWN MANAGER REPORT

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

- 1. An Ordinance of the Town Council Amending Chapter 24, "Personnel," Article I, "Retirement," Division 1 "General Employees."**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-31 "DEFINITIONS," SECTION 24-32 "MEMBERSHIP," SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY," AND SECTION 24-36 "ADMINISTRATION"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 598.21

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 598.21

N. QUASI JUDICIAL RESOLUTIONS

2. A Resolution of the Town Council Approving a Variance Request for 185 Ocean Boulevard To Permit the Rear Yard Elevations to Vary.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 185 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA 33160 TO PERMIT THE REAR YARD ELEVATIONS AROUND THE POOL AREA TO BE AT VARYING ELEVATIONS OF 11.0' N.G.V.D. TO 12' N.G.V.D. WHEN THE TOWN'S CODE ALLOWS A MAXIMUM ELEVATION OF 11' N.G.V.D.

Exhibit: Agenda Report No. 2
Resolution No. 2751.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2751.21

3. A Resolution of the Town Council Approving a Variance Request for 185 Ocean Boulevard to Not Increase the Side Setbacks Along Two-Thirds of the Second Story.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 185 OCEAN BLVD, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE UPPER SECTION OF THE PROPOSED STRUCTURE TO NOT INCREASE THE SIDE SETBACKS

ALONG TWO-THIRDS OF THE SECOND STORY BY ONE FOOT FOR EACH ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE 18 FEET, WHEN THE CODE REQUIRES A 10' SIDE SETBACK AND REQUIRES AN INCREASE TO THE SIDE SETBACKS ALONG TWO-THIRDS OF THE LENGTH OF THE SECOND STORY BY ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE FIRST 18'.

Exhibit: Agenda Report No. 3
Resolution No. 2752.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2752.21

O. TOWN MAJOR PROJECTS UPDATE

- Civic Center Complex Masterplan
- Center Island Pump Station
- Fiber Project

P. CONSENT AGENDA

- 4. Official Minutes of the June 15, 2021 Regular Town Council Zoom Virtual Meeting**
- 5. A Resolution of the Town Council Authorizing the Sale of Surplus Vehicles from the Town's Police and Public Works Fleets.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SALE OF TWO SURPLUS POLICE VEHICLE AND ONE JOHN DEERE BACKHOE FROM THE TOWN'S VEHICLE/EQUIPMENT FLEET; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2753.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2753.21

- 6. A Resolution of the Town Council Authorizing the Purchase of a Backhoe for the Town's Public Works Fleet.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF A BACKHOE OR EQUIPMENT SIMILAR TO ONE AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP; PROVIDING FOR IMPLEMENTATION;

PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2754.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2754.21

7. A Resolution of the Town Council Accepting the American Rescue Plan Act Funds.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANGAGEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2755.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2755.21

8. A Resolution of the Town Council Accepting the Renewal Agreement for Short Term/Long Term Disability Insurance and Life Insurance.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE BENEFIT PROPOSAL FOR SHORT TERM/LONG TERM DISABILITY INSURANCE, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SUBMITTED BY MUTUAL OF OMAHA INSURANCE; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2756.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2756.21

9. A Resolution of the Town Council Approving the Renewal Agreements for Dental and Vision Coverage.

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. 9
Resolution No. 2757.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2757.21

10. A Resolution of the Town Council Approving a Proposal for Builder's Risk Insurance for the New Civic Center Complex.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PURCHASE OF BUILDERS RISK INSURANCE FROM THE FLORIDA LEAGUE OF CITIES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2758.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2758.21

Q. TOWN RESOLUTIONS

11. A Resolution of the Town Council Ratifying the Maximum Proposed Millage Rate for Fiscal Year 2021-2022.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2021-2022 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. 11
Resolution No. 2759.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2759.21

12. A Resolution of the Town Council Modifying the Town's Existing Code Concerning First Floor Finished Elevations and Seawalls.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, TO MODIFY THE TOWN'S EXISTING CODES RELATIVE TO 1. INCREASING THE FIRST FLOOR FINISHED ELEVATIONS IN ZONES 2 AND 3 TO 9.5' NAVD 88. 2. REQUIRE THAT ALL SEAWALLS MODIFICATION TO BE CONSTRUCTED AT ONE STANDARD SEAWALL HEIGHT OF 4,425 NAVD 88, AND 3. THAT ALL SEAWALLS WITH A CONSTRUCTION LIFE AGE OF 25 YEARS OR MORE TO BE CERTIFIED BY AN ENGINEER AS TO ITS' CONDITION AND TO REQUIRE REPAIRS TO BE MADE.

Exhibit: Agenda Report No. 12
Resolution No. 2760.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2760.21

13. A Resolution of the Town Council Approving a Second Amendment to the Town's Manager's Employment Agreement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND PROVODING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 13
Resolution No. 2761.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2761.21

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

- Should the Town explore charging higher health insurance premiums for unvaccinated members

Vice Mayor Judy Lusskin:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Jaime Mendal:

None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz
None Requested

S. 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 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

Item Number:

1

From: Alexander Diaz, 
Town Manager

Subject: Ordinance No. 598.21 – Amending Code, Chapter 24, Section 24- Amending Chapter 24, “Personnel,” Article I, “Retirement,” Division 1 “General Employees” By Amending The Town of Golden Beach Employees Pension Plan at Section 24-31 “Definitions,” Section 24-32 “Membership,” Section 24-33 “Benefit Amounts and Eligibility,” and Section 24-36 “Administration.”

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 598.21 as presented.

Background:

The Town maintains a retirement benefit plan for its employees, which is known as the Town of Golden Beach Employees Pension Plan (the “Plan”), and which is codified in Chapter 24 of the Town’s Code of Ordinances. The Town Council and its employees desire to modify the Plan by changing the method of calculating average monthly earnings from the highest five of the last ten years of service to the highest three of the last ten years of service.

In addition, for general employees, the multiplier used to the calculate the normal monthly retirement benefit is being proposed to prospectively change from 2.25% to 2.5%, with the timing of such increase based on employees’ vesting and length of service.

Further, as a result of the Town Council’s negotiation with the Town Manager, the multiplier used to the calculate his normal monthly retirement benefit is prospectively changing from 3% to 6% upon the completion of 15 and 16 years of service with the Town (or 5 and 6 years as a member of the Plan).

Finally, at the recommendation of the Plan's Board and its legal counsel, various scrivener's errors and outdated provisions have been corrected and clarified, respectively.

This Ordinance amends the Code to effectuate the various proposed changes to the Plan.

Fiscal Impact:

Though an actuarial impact statement had been produced relative to some of the changes, an updated actuarial impact statement will be provided between first and final reading by the Fund's actuary.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 598.21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-31 "DEFINITIONS," SECTION 24-32 "MEMBERSHIP," SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY," AND SECTION 24-36 "ADMINISTRATION"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida ("Town Council") has established the Town of Golden Beach Employees' Pension Plan (the "Plan") for members of the Plan as defined in Section 24-31 of the Town's Code of Ordinances ("Members"); and

WHEREAS, the Town Council desires to change the method of calculating average monthly earnings for all of the Members; and

WHEREAS, the Town Council desires to prospectively increase the multiplier used in calculating the normal monthly retirement benefit for general employees, with the timing of such increase based on vesting and employment status; and

WHEREAS, consistent with the Town Council's negotiation with the Town Manager regarding amending his employment agreement, the multiplier used in calculating the normal monthly retirement benefit for the Town Manager will be prospectively increased, with the timing of such increase based on years of service as town manager; and

WHEREAS, the Town Council desires to correct non-substantive scrivener's errors throughout the Plan and clarify the applicability of outdated provisions; and

WHEREAS, to accomplish the pension reform goals of changing the method of calculating average monthly earnings and increasing the multiplier, as well as correcting scrivener's errors and clarifying the status of outdated provisions, it is necessary to adopt an ordinance amending the Plan as set forth in Chapter 24, Article II of the Town Manager's Code of Ordinances; and

WHEREAS, the Town Council finds that adopting this Ordinance is in the best interest of the Town of Golden Beach, Florida (the "Town").

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, HEREBY ORDAINS AS FOLLOWS:¹

Section 1. Recitals Adopted. Each of the above recitals is hereby adopted and incorporated as if fully set forth in this Section.

Section 2. Code Amended. That Section 24-31 "Definitions" of Division 1 "General Employees" of Article II "Retirement" of the Town Code is hereby amended to read as follows:

Sec. 24-31. - Definitions.

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Average Monthly Earnings means ~~one-sixteenth~~ one-sixtieth (1/60) of Earnings of a Member during the three years of employment, within the last ten years of employment, which is greater than the total during any other three years during said ten-year period. However, any member of the Plan who was eligible to retire and who retired prior to [Insert Second Reading Date], had his or her retirement benefits calculated on the basis of five years of employment, within the last ten years of employment, which is greater than the total during any other five years during said ten-year period; provided that if a Member ~~was shall have been~~ employed for fewer than five years, such average ~~was shall be~~ taken over the period of actual employment.

¹Additions to existing code text are shown by underline; deletions from existing code text are shown by ~~strike through~~. Changes between first and second reading are indicated with **highlight**.

Section 3. Code Amended. That Section 24-32 “Membership” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

- (f) Election of increased benefits and employee contributions. Each member of the plan as of the date this section becomes effective shall, within 60 days following such effective date, make a written election either to continue no member contributions to the plan or to begin contributing three and one-half percent of earnings to the plan in the case of general employee members or three and three-tenths percent of earnings in the case of police officer members. Each such member who elects not to contribute shall be subject to a lower benefit accrual rate, as provided in Section 24-33(a)(1). Each such member who elects to begin contributing at the rates provided above shall be subject to a higher benefit accrual rate, as provided in Section 24-33(a)(1). The aforementioned contribution amounts have since been modified pursuant to Section 24-35(a).

Section 4. Code Amended. That Section 24-33 “Benefit amounts and eligibility” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

(a) Normal Retirement Benefit.

- (1) Amount. Each Member who retires on or after his or her Normal Retirement Date shall be eligible to receive his or her normal retirement benefit commencing on his or her actual retirement date.
- a. The monthly normal retirement benefit for each member who does not contribute to the plan shall be an amount equal to two percent of his or her Average Monthly Earnings multiplied by the length of his or her Credited Service.
- b. The monthly normal retirement benefit for each general employee member who is vested as of [Insert Second Reading Date] and contributes to the plan shall be an amount equal to two and one-quarter percent (2.25%) of his or her Average Monthly Earnings multiplied by the length of his or her Credited Service rendered prior to [Insert Second Reading Date]. For Credited Service rendered on and after [Insert Second Reading Date], the monthly benefit shall be an amount equal to two and one half percent (2.5%) of his or her Average Monthly Earnings multiplied by the length of his or her Credited Service.

- c. The monthly normal retirement benefit for each general employee member who is not vested as of [Insert Second Reading Date] and contributes to the plan shall be an amount equal to two and one-quarter percent (2.25%) of his or her Average Monthly Earnings multiplied by the length of his or her Credited Service for the first ten years of Credited Service. For Credited Service rendered after the first ten years, the monthly benefit shall be an amount equal to two and one half percent (2.5%) of his or her Average Monthly Earnings multiplied by the length of his or her Credited Service.
- d. The monthly normal retirement benefit for each general employee member hired after [Insert Second Reading Date] shall be an amount equal to two and one-quarter percent (2.25%) of his or her Average Monthly Earnings multiplied by the length of his or her Credited Service for the first ten years of Credited Service. For Credited Service rendered after the first ten years, the monthly benefit shall be an amount equal to two and one half percent (2.5%) of his or her Average Monthly Earnings multiplied by the length of his or her Credited Service.
- e. e. The monthly normal retirement benefit for each police officer member and the Town Manager member who contributes to the plan and retires after September 30, 2003, shall be an amount equal to 2¾-percent of his or her Average Monthly Earnings multiplied by the length of his or her Credited Service.
- f. d. Effective October 1, 2006 the monthly normal retirement benefit for each Police Officer Member and the Town Manager Member, who contributes to the Plan and retires, shall be an amount equal to three percent of Average Monthly Earnings multiplied by the length of Credited Service rendered on or after October 1, 2006. The aforementioned multiplier for the Town Manager Member has since been modified in accordance with Section 24-33(a)(1)(g) below.
- g. e. Effective upon joining the Plan, which requires at least ten preceding years of service, the monthly normal retirement benefit for a Town Manager Member who contributes to the Plan shall be an amount equal to a percent of Average Monthly Earnings based on the length of eligible Credited Service as follows:

Completed Years of Credited Service <u>After Becoming a Plan Member</u>	Normal Retirement Benefit as a Percentage of Average Monthly Earnings:
0 - 2	15% x Credited Service
<u>3 - 4</u> After 2	3% x Credited Service in excess of 2 years
<u>5 - 6</u>	<u>6% x Credited Service</u>
<u>After 7</u>	<u>3% x Credited Service</u>

Section 5. Code Amended. That Section 24-36 “Administration” of Article II “Retirement” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows

Sec. 24-36. - Administration.

(c) The elective Trustees shall be elected in the following manner, to wit: By vote of all actively employed Police Officer General Employee Members and the Town Manager Member at meetings to be held at places designated by the Board, of which meetings all qualified Members entitled to vote shall be notified in Person or by written notice of ten (10) ~~often~~ days in advance of said meeting. The Police Officer and General Employee receiving the highest number of votes shall be declared elected and shall take office immediately upon commencement of the terra of office for which elected or as soon thereafter as he shall qualify therefore. An election shall be held not more than 30 and not less than ten days prior to the commencement of the terms for which Trustees are to be elected. The Board shall establish and administer the election procedure for each election. The Board of Trustees shall meet, organize, and elect one of their members as Chairman, one member as Vice Chairman, and one member as Secretary within ten days after all the Trustees are elected and duly qualified.

Section 6. Repealer. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. Codification. That it is the intention of the Town Council, and hereby ordained, that the provisions of the Ordinance shall become and be made a part of the Code of the Town of Golden Beach; that the sections of this Ordinance may be re-

numbered and/or re-lettered to accomplish such intentions; and that the word, "Ordinance," shall be changed to "Section" or such other appropriate word.

Section 9. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED on first reading this 31st day of August, 2021.

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 Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED on second reading this ___ day of _____ 2021.

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 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Alex B.

Subject: Resolution No. 2751.21 – Variance Request for 185 Ocean Boulevard,
Golden Beach, FL 33160 (Site elevations/grading rear yard – Zone 1)

Item Number:

2

Recommendation:

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2751.21.

Background and History:

Town Code Section 66-102. – Minimum lot and swale elevations; grade. (a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. except for lots abutting Ocean Boulevard where the minimum elevation shall be 12 inches above the crown of the road, and the maximum elevation shall not exceed an elevation of 11 feet N.G.V.D.

The applicant's request is to for the rear yard Elevation around the pool area to at varying grades from 11' N.G.V.D. with an Elevation of not to exceed 12' N.G.V.D.

The Building Regulation Advisory Board met August 10, 2021 and recommended approval of the variance request, the motion passed with a Board vote of 3 – 0.

Attachments:

- Resolution
- Michael Miller Planning Critique
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

Financial Impact: None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2751.21

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 185 OCEAN BOULEVARD. GOLDEN BEACH, FLORIDA 33160 TO PERMIT THE REAR YARD ELEVATIONS AROUND THE POOL AREA TO BE AT VARYING ELEVATIONS OF 11.0' N.G.V.D. TO 12' N.G.V.D. WHEN THE TOWN'S CODE ALLOWS A MAXIMUM ELEVATION OF 11' N.G.V.D.

WHEREAS, the applicants, Pablo J. Umansky Trs., Umansky Family Trust, (“the applicant”), filed a Petition for Variances/exceptions, from , Town Code Section 66-102. – Minimum lot and swale elevations; grade., (a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. except for lots abutting Ocean Boulevard where the minimum elevation shall be 12 inches above the crown of the road, and the maximum elevation shall not exceed an elevation of 11 feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road adjacent to the lot.

WHEREAS, the applicant’s request is to allow for the rear yard Elevation around the pool area to at varying grades from 11’ N.G.V.D. with a not exceed Elevation of 12’ N.G.V.D.

WHEREAS, these variances and exceptions are for the property at 185 Ocean Boulevard, Golden Beach, FL. 33160 (GB Section C, Lot 18, Block A., as recorded in PB 9-52, of the Public Records of Miami-Dade County, (Folio No. 19-1235-003-0150 (the “Property”) and,

WHEREAS, the Town's Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended approval for approval by the Town Council; and,

WHEREAS, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

WHEREAS, the Town Council having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

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

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

Section 2. Approval. The Petition for Variance to permit the requested variances/exception is hereby granted.

Section 3. Conditions. The Petition for Exception/Variance as granted is subject to the following conditions:

(1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plans, Civil Plans C 1 through C-3, by Regina Bobo-Jackson, PE, Gator Engineering Associates, PE38550, dated 5/28/2021 and the Sketch of Boundary Survey, prepared by Robert L. Thompson, LS 3869 for the property located at 185 Ocean Boulevard., Golden Beach, FL. 33160

Section 4. Implementation. That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Town of Golden Beach Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

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

Sponsored by Administration.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 31st day August, 2021.

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 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

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

Subject: Resolution No. 2752.21 – Variance Request for 185 Ocean Boulevard,
Golden Beach, FL 33160 (2ND Floor Step-In Exemption 50 foot lot –Zone1)

Item Number: <hr/> 3 <hr/>

Recommendation:

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2752.21.

Background and History:

Town Section 66-69.1 – Zone One (Ocean Front Properties) – (h) Side Yard Setbacks (1) Main Residence. (c) All residences designed as two-story structures shall be required to increase the Side Setbacks along two-thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18.

The applicant's request is to allow for the second-story to not step in one foot for every 18' of height.

The Building Regulation Advisory Board met August 10, 2021 and recommended approval of the variance request, the motion failed with a Board vote of 2 – 1 (Alan Macken – Aye).

Attachments:

- Resolution
- Michael Miller Planning Critique
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

Financial Impact: None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2752.21

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 185 OCEAN BLVD, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE UPPER SECTION OF THE PROPOSED STRUCTURE TO NOT INCREASE THE SIDE SETBACKS ALONG TWO-THIRDS OF THE SECOND STORY BY ONE FOOT FOR EACH ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE 18 FEET, WHEN THE CODE REQUIRES A 10' SIDE SETBACK AND REQUIRES AN INCREASE TO THE SIDE SETBACKS ALONG TWO-THIRDS OF THE LENGTH OF THE SECOND STORY BY ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE FIRST 18'.

WHEREAS, the applicants, Pablo J. Umansky Trs., Umansky Family Trust, (“the applicant”), filed a Petition for Variances/exceptions, from Section 66-69.1 – Zone One (Ocean Front Properties) – (h) Side Yard Setbacks (1) Main Residence. (c) All residences designed as two-story structures shall be required to increase the side Setbacks along two-thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18 feet, and;

WHEREAS, the applicant’s request is to allow for the second-story to not step in one foot for every 18’ of height, and;

WHEREAS, these variances and exceptions are for the property at 185 Ocean Boulevard, Golden Beach, FL. 33160 (GB Section C, Lot 18, Block A., as recorded in PB 9-52, of the Public Records of Miami-Dade County, (Folio No. 19-1235-003-0150 (the “Property”) and,

WHEREAS, the Town's Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended denial for approval by the Town Council; and,

WHEREAS, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

WHEREAS, the Town Council having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

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

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

Section 2. Approval. The Petition for Variance to permit the requested variances/exception is hereby granted.

Section 3. Conditions. The Petition for Exception/Variance as granted is subject to the following conditions:

- (1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan, labeled Cover Sheet A-00 (Building design to be approved at a later date), plan page dated 7/15/2021.by Shane Ames, Architect -Ames International Architecture, and the Sketch of Boundary Survey, prepared by Robert L. Thompson, LS 3869, Accurate Land Surveyors, dated 05/21/2021, for the property located at 185 Ocean Boulevard, Golden Beach, FL. 33160

Section 4. Implementation. That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Town of Golden Beach Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

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

Sponsored by Administration.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 31st day August, 2021.

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 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Numbers:

5

Recommendation:

It is recommended that the Town Council adopt the following attached minutes of the June 15, 2021 Regular Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the June 15, 2021
Regular Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 879 3044 8984 Password: 692566

For Dial In Only: Call 929.205.6099 Meeting ID: 879 3044 8984

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, JUNE 15, 2021.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:10 p.m. ****Put on record it is the first in person meeting in over 15 months****

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Building Director Linda Epperson, Resident Services Director Michael Glidden, Public Works Director Kirk McKoy, Facilities Maintenance Director Ken Jones

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

RECOGNITION OF OFFICER JOSEPH BAUTISTA – PROMOTED TO SERGEANT

RECOGNITION OF GOLDEN BEACH YOUTH LEADERSHIP GROUP MEMBERS FOR PARTICIPATION IN ZOOM COOKING CLASS

E. MOTION TO SET THE AGENDA

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

Councilmember Einstein asked to move Item #10 to the spot where Item #8 is.

Consensus vote 5 Ayes, 0 Nays

F. GOOD AND WELFARE

None

G. MAYOR'S REPORT

Welcomed everyone to the in person meeting. A few things on the agenda that are critical to Golden Beach. First is the final proposal and business terms for the high speed fiber and managed Wi-Fi through Hotwire communications. We feel this is a much-needed addition to the community. Believes we will be the first city in the country with service of 1 gig up and 1 gig down to the residents of a community. Thanked the hard work of the Town Administration and Council. Second, is the Town Civic Center. Officially broke ground, and physical construction has begun. If all goes well the project should be done in 24- Months. Third, is that Sunny Isles started their beach restoration and the Town of Golden Beach has already benefited from it. The sand has gone about 25-yards east and they are not even done with the project it has just started. In the summer, Hallandale will begin their beach restoration and we should benefit from that as well. Finally, summer is here. Residents need to prepare for the hurricane season, if you are leaving Town, let Town Hall know so they can put an extra watch on your home.

H. CORONAVIRUS UPDATE

The Town Manager stated this is our first in person meeting now that we meet OSHA requirements for a confined space for a meeting. Knows most of the Council is vaccinated, but most of the staff is not. We currently have an outbreak with staff. Although COVID seems to have gone away, we still need to be responsible. As you know back in April, we had a vaccination program in Town. This will be the last COVID update in the agenda because the Governor and the state have declared to open businesses back to normal, but we still have to follow CDC and OSHA guidelines. Bear with us as we get adjusted, we are lifting all the restrictions that we have in Town, you are now allowed to reserve the pavilion and bring guests to the beach.

I. COUNCIL COMMENTS

Vice Mayor Lusskin stated there is so much construction in Town and it is becoming a bit of problem for traffic and parking especially on some of the islands. Has received calls from residents on South Island who have not been able to get home sometimes. Thinks the Police Department needs to really watch what's going on Monday-Friday until construction eases off. Asked if the issue about the boat speeds that the Mayor has mentioned has improved at all? Stated the medjools look good now that they have been trimmed. Stated now that the weather is nice and COVID restrictions have been lifted, it would be nice to do a bagels on the beach to meet all the new residents that have moved in. Believes it is time to consider building the Massini Wall. Stated a community of our stature really needs to be walled in on both ends. Knows we have a lot on our plate with the Civic Center and fiber, but thinks it is something we really need to do.

Councilmember Einstein stated we had a tremendous downpour today in Town. It is amazing how dry the Town is compared to how the Town was 12-14 years ago when the Town would just be a complete disaster. The stormwater has worked and it is great. Stated it is good to see everyone back, the Town and A1A look good.

Councilmember Bernstein echoed Councilmember Einstein's comments on how great the Town looks and knows 14 years ago that would have been inconceivable. Commended the staff and council on keeping the Town together during COVID with communications and zoom meetings. Stated all the years he has been on Council he does not think he has been as angry as he was at the workshop. He met with the Town

Manager and he told him that a lot of people think that he has an issue with the Town Manager. He wants to put it on record that he believes we have the finest Town Manager in the entire state. Considers the Manager an amazing friend. Noticed with the boats that there are one or two places that are renting jet skis out of hotels or condominiums and the people they are renting them out to have no respect or understanding of the law. Thinks we should have our police contact the vendors and explain that they will arrest them and charge the vendor. Also, mentioned that the channel markers are not flashing and it is something worth notifying someone about.

Councilmember Mendal mentioned that he does know someone who is unhappy with the Manager, concerning the issue with the flag. He asked the Manager to look into that and try to get to the bottom of that. Brought up the Massini Wall as well. Heard one consistent comment from residents, asking if the beach chairs could stay out an extra hour because most people are still out there when they are taking them out because it is getting darker later on in the day.

J. TOWN MANAGER REPORT

Thanked Councilmember Bernstein for his words. We have never settled. Our community is ever-evolving. Today alone there are over 41 sites that are either being renovated or under construction. Responds to 5 to 7 requests for liens on a weekly basis and Golden Beach is the premier community in South Florida. Thank you for acknowledging that we do have a great working relationship together as a community. Although we see a lot of activity in Town, our June 1 numbers did not fall where we expected. We will have a very robust capital project needs in our budget. Believes the 2023 budget will be very exciting but the 2022 budget will be very challenging for us. Will be doing some unique things with this year's budget. Fair warning – you will see a very reverse millage rate this year. It is still going to be kept at 8.4 mills, but your operating millage will be much larger than in previous years but your bond millage will be very low. The reason for this is we have to spend the cash in our reserves out of the debt service account. This year we are going to manipulate the millage rate to burn the cash in the fund balance for the debt service and utilize that cash for the operating budget. Maria Camacho and the Finance Department have done an amazing job getting all our COVID reimbursements. The Massini Wall the mayor has always been on our capital list, we feel that it may be one of the projects that we start funding in the coming year to at least get new numbers and permitting so if we decide to move forward we have that. Security is another big concern from our new residents. A lot of our new residents are asking that we look at our CCTV program, our vehicle archival system and our pedestrian access throughout the community. Asking that we build a more robust CCTV program. We estimate that that project will be anywhere between \$800,000- \$1.2 million. Funding these critical investments in our community is important. Will be having our food trucks back at the beach starting next month. There will be three food truck events in the month of July and three food truck events in the month of August. During the summer, we will be hosting with all of our key community partners our first ever sea level rise workshop. What we are starting to see when we raise the sea wall elevations and we raise the minimum height for houses is that we have not talked about what we are doing with properties and roads. As new homeowners are coming in they are asking us to raise the elevations of properties and look at that as a study. For the first time in probably 95 years, we are now requiring all Ocean Boulevard residents to certify their bulkheads and ensure that their bulkheads meet the minimum state elevation on the ocean. We think this is the first step to being sustainable as it relates to the Ocean side. We will be busy this summer, and we will meet again at the end of August. Stated that the Police Department hosted a multi-agency boat task force out in the intercostal where they made several arrests and issued over 50 citations and warnings. Will

continue to do those boating enforcement details, and we will speak to the vendors that are providing services in the neighboring communities to see that they do a better job educating their renters. Wished everyone a happy summer and know that we will be busy.

Councilmember Mendal asked if we could get something on the record about the Town's flag.

Town Manager assigned the Resident Services Director to figure something out about the flag.

K. TOWN ATTORNEY REPORT

None

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

- 1. An Ordinance of the Town Council Amending Division 3, Article 3, Chapter 2, Building Regulation Advisory Board and Chapter 50, Design Review Procedures**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING DIVISION 3, ARTICLE 3, CHAPTER 2, BUILDING REGULATION ADVISORY BOARD AND CHAPTER 50, SECTION 50-2 DESIGN REVIEW PROCEDURES, TO AMEND BOARD PROCEDURES AND PROVIDE FOR DESIGN REVIEW OF NEW CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 596.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 596.21

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager spoke on the item. The board asked that we give them more flexibility as it relates to design standards but without creating an ordinance that requires a specific design criteria. That means they get to sit as a board that can give an opinion, approve, or disapprove a design or element of the home that they do not feel is consistent with the community. We want to be able to give the BRAB approval to say hey the design of this home may not go well with a metal roof. This is something that the BRAB has been asking for, for many years. The entire committee supports this unanimously.

Mayor Singer asked if someone designs a home and the BRAB says no, is there a challenging process.

Town Manager stated yes, they have seven days to file a request with the clerk to have it go before the Town Council, similar to the variance request.

Councilmember Bernstein stated the BRAB has to always deny the variance because it is very seldom that it ever comes underneath the guides to meet all the requirements. We asked the committee to take the time to look at them and make recommendations. Maybe to get a feel for what they want as opposed to a general no on the variance we can look into this a little deeper to see if they have suggestions to change the variance criteria.

Town Manager stated and that is where it has been uncomfortable for the administration. Although the process requires hardships to be met this board and the BRAB has always allowed applicants to make a request without meeting the hardships. 99% of the variances that come in front of you do not have true hardships, they have desires. Most of our ordinance changes have come from the variance process, we have taken many of the variances you granted and amended our code because they continue to come up several times. He agrees with Councilmember Bernstein, the board is required to say no because they do not meet the hardship.

Councilmember Einstein stated that the time and money it takes to codify this just does not seem to be worth it. Asked Town Attorney if we are moving more to a Coral Gables type of design.

Attorney Helfman stated that no, this does not go into architectural or interior designs. What this does is give the home some flexibility of design to make sure that there is a consistency with the different properties.

Town Manager stated over the course of the last 24 months there have been elements that most would find not desirable elements to be in our community. When the BRAB tells the homeowner or buyer we don't necessary like that, the response is rough because you can't tell them "no" so long as they meet the materials, colors, etc. there is very little to do. If for some reason the board gets it wrong or the architect does not see eye to eye, they can always make the request to bring it to the Council, he doesn't see that happening often.

Vice Mayor Lusskin stated she wants to address the code often times being silent on something, why if it's silent and not mentioned does it necessarily have to be something that is negative and they can't do?

Town Manager stated it does not, in most cases when the code is silent we side on the request.

Councilmember Mendal stated he would hate to tell someone that buys a property here that they cannot do what they want to do. No one wants to live in a world where he decides what design he or she should have. If we see too much of these appeals he feels we should revisit this right away.

2. An Ordinance of the Town Council Amending the Town's Land Development Regulations, Chapter 66, To Clarify the Definition of a Single-Family Residential Dwelling.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING THE TOWN'S LAND DEVELOPMENT REGULATIONS, CHAPTER 66, ARTICLE III, DISTRICT REGULATIONS, SECTION 66-67 ZONING DISTRICTS, TO CLARIFY THE DEFINITION OF A SINGLE-FAMILY RESIDENTIAL DWELLINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 597.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 597.21

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

On roll call, the following vote ensued:

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

The motion passed.

Mayor Singer spoke on the item. Stated he saw a new company in the wall street journal and it is a private equity firm that raised several hundred million dollars to buy luxury homes and sell 1/8 shares, meaning there will be eight individual owners of that home. This means he could have eight different residents living next-door to him at different times. He notified the Town Manager and Town Attorney to come up with something that would prohibit someone doing that. Yesterday the Town manager and he happened to look at that website and there was a home in Golden Beach on that

website. The fear he has is that we cannot prohibit someone from buying in Golden Beach and he fears that suddenly every month or two there will be a new resident in Golden Beach because it is basically a vacation home. Asked Town Attorney to expand.

Attorney Helfman stated our code currently limits use of properties to single family residential. Believes that limitation may be sufficient but understands the potential. What we need to do is define that a single family home is for the use of a single family at all times. What we have done here is to enhance the limitation by saying that it can be used as a single-family residence but at all times be occupied as a single household for that family. Cannot have multiple households within this building.

Councilmember Bernstein asked if he could add more specific definition to what a single family household is on there. Asked if two brothers or friends want to live together how would you restrict that?

Attorney Helfman stated that we do not really restrict the scope of who your family is, but this is something different.

Councilmember Bernstein this is a fractional ownership and if you are trying to manipulate this as a fractional ownership, you might take that to a different degree and say I have eight friends and we are all sharing the house. Asked if we are already saying two friends can be there together and one does not have to be there all the time? What stops them from having more friends?

Attorney Helfman stated what they are doing is buying it under an LLC and selling membership to 1/8th of it. Stated as a local government they cannot prohibit how people own property, the only thing they have the right to control is the use of the property. What we have is a single-family use for example you cannot use it for an Airbnb.

Town Manager reminded the Council these are owners not tenants.

Town Manager read into record the following questions asked by a resident at home: "why can't you add verbiage that says no time shares specifically stating what you don't want to happen? How would you prove people aren't family? Can you force people to show an ID? What if I were to say all the co-owners are my family? Or state one single family living in once a year?"

Town Manager asked the Town Attorney to walk him through how he would enforce this as the Town Manager.

Attorney Helfman stated that first you need to publicly notice this, which is already being done through this meeting.

Mayor Singer stated that we notify any potential buyers immediately after the ordinance gets passed. No owner is going to want to fight that, they will walk away.

N. QUASI JUDICIAL RESOLUTIONS

None

O. TOWN MAJOR PROJECTS UPDATE

- Civic Center Complex Masterplan
- Center Island Pump Station
- Fiber Project

Town Manager stated that he would send the update in writing. Have 18 projects underway they are all currently on schedule and ahead of budget. The big one is the Civic Center, which broke ground and the Center Island Pump Station that is moving along.

P. CONSENT AGENDA

- 3. Official Minutes of the April 20, 2021 Regular Town Council Zoom Virtual Meeting**
- 4. A Resolution of the Town Council Authorizing the Purchase of One Chevrolet Tahoe, One Ford F-150 and One Ford Transit for the Police Department.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF ONE CHEVROLET TAHOE, ONE FORD F-150 AND ONE FORD TRANSIT AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES ; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2744.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2744.21

- 5. A Resolution of the Town Council Approving the Proposal from Mainguy Landscape Services for landscape work at the two new bus shelters locations**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY MAINGUY LANDSCAPE SERVICES FOR THE REMOVAL OF EXISTING VEGETATION AND INSTALLATION OF A NEW IRRIGATION SYSTEM TO ACCOMMODATE THE INSTALLATION OF TWO NEW BUS SHELTERS IN 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. 2745.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2745.21

6. A Resolution of the Town Council Approving A Contract with Custom Tree Care, Inc. for Disaster Debris Removal and Disposal Services.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A CONTRACT WITH CUSTOM TREE CARE, INC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2746.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2746.21

7. A Resolution of the Town Council Approving A Joint Project Agreement with the State of Florida Department of Transportation for Turf and Landscape Maintenance.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2747.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2747.21

Consensus vote 5 Ayes, 0 Nays. Items P3 – P7 pass.

Q. TOWN RESOLUTIONS

8. A Resolution of the Town Council Approving Amendment #1 to the 2020-2021 Fiscal Year Operating Budget.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING

AMENDMENT #1 TO THE 2020-2021 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2748.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2748.21

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager stated your stormwater fee and stormwater fund does not generate enough revenue to create an ongoing maintenance fund balance in its system. Your stormwater to date has had a system failure at pump station #1 for the past 36 months. We have gone out and gotten bids to replace pump station #1 and create a secondary outfall through the south park area. To convert this station from being a deep fall injection to an outfall injection, there is a bid for \$78,500. He is asking that the general fund through your contingency funds allocate \$78,600 and lend that money to the stormwater fund in the hopes that one day the stormwater fund will repay the general fund the money that it is being lent. Currently the stormwater fund owes the general fund \$2.3-million this will increase it by \$78,600.

Councilmember Einstein asked if the piping is there already.

Town Manager stated we currently have a second discharge through south parkway. Right now that is only back up should the wells fail. They are currently at capacity. We need to convert this pump from being a deep fall injection pump to divert it to a forcemain outfall pump. There are changes that need to be made both at the well and at the field in front of 147 Golden Beach Drive, that whole area needs to be escalated and a junction box needs to be put there.

9. A Resolution of the Town Council Approving A Contract with Southeastern Engineering, Inc. for the Tweddle Park Stormwater Outfall Fittings Replacement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE TWEDDLE PARK

STORMWATER OUTFALL FITTINGS REPLACEMENT;
AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND
PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2749.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2749.21

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager spoke on the item. When pump station #1 fails it floods the tennis courts and park area. The engineers have recommended that we abandon the deep wells and convert this to a forcemain outfall. This project will convert that pump system and put a new junction box at 147 Golden Beach Drive.

Councilmember Einstein asked that if with our new Town Hall will this effect that.

Town Manager stated that the Civic Center design has its own independent design for stormwater.

Councilmember Einstein asked if they are going to conflict.

Town Manager stated that we are very fearful that the design for the Civic Center Complex at times will be flooded. Because it relies a lot on the ground to absorb that saturation. So, we require as part of that design that they put a couple manholes to tie in to our system. Because this wall has extra capacity, we are able to do that.

10. A Resolution of the Town Council Approving the Terms of a Communication Services Installation and Service Agreement with Hotwire Communications, Ltd.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE TERMS OF A COMMUNICATION SERVICES INSTALLATION AND SERVICE AGREEMENT WITH HOTWIRE COMMUNICATIONS, LTD. FOR TELECOMMUNICATION SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2750.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2750.21

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager spoke on this item. Stated we are hoping to be the first community in the nation to provide a fiber back bone with a dedicated fiber to every home with a managed Wi-Fi system to the homes capable of providing 1 gig speed up, 1 gig speed down and if you choose to do so expand to 2, 5, or even 10 gigs. We are bringing to you for final consideration our business terms, what we have negotiated in terms of expectations. You are adopting in draft format the agreement. The agreement still has some room to grow, not negotiated terms but language. The Attorney, Mayor and I will continue to iron out the areas of the agreement that still need ironing out. What doesn't need ironing out is what impacts our residents such as service level, our business terms and negotiated rate, which is extremely competitive for our residents. The way we implement the project is extremely competitive. Hotwire Services will come in to our community. They will come in through The Strand and build a backbone to every single house. They will set up a meeting with you where they will evaluate your home and every single one of your devices that connects to the internet. They will evaluate if your existing network is worth saving or if you need additional pods besides the four that we provide which the resident will pay for. Why did we decide to do a managed Wi-Fi instead of just getting Wi-Fi to your door? It is because most likely the devices in your home that you have cannot support that speed because you are limited. Most homes in Golden Beach will not need more than four pods. By the way, you are seeing a lot more of these cable providers offering this service. If they design your home and you say no I want to keep my system that is on you. In addition to that, there is commitment in terms of how they have to answer our calls. A live person has to answer our calls from a US call center. Because it is a managed Wi-Fi, Hotwire will know before you do if a pod is offline. They will have customer support to diagnose the issues you are having. They will have the capabilities to offer our residents video, telephone, and security services. Although we do not have video service with Hotwire we negotiated an extremely competitive pricing for our residents. For the managed Wi-Fi system, we negotiated \$44.00 per month per home, should you need another pod there is a purchase price of \$199.00 and rental prices of \$9.99. Should you want video, here are the terms we agreed to. Should 40% of our homes choose any of the video packages during the launch period, they will honor the promotional rate throughout the term of the agreement, which is ten years. Therefore, they will honor a bulk rate should 151 residents sign up for video. That rate is locked, unless the providers have a licensing

increase that will be a straight pass through to us without a markup. If a specific channel's rates goes up, you can ask Hotwire to take that off your listing and the resident's rate will not go up. We will have a ten-year commitment and be obligated to pay the internet for our residents, how we ask our residents to pay for that is still undetermined. The residents will have an individual relationship with the provider for the video, phone and security services. By the way, if you get their digital deluxe package, that is locked in at 99.99. Part of this contract is assuming Hotwire will provide our CCTV, access control, and build out the wiring for our new Civic Center. We are still working with them on other services we would like to see but that is not being presented tonight. If you choose to get 2-gigabite internet speed that is a rate of \$99.00 on top of what you are currently paying. If you get the 5-gigabite, it will be a rate of \$200.00. It is a 10-year agreement, it does have a capped 3% COLA built into it, tied to a local index. What we want to do tonight should you approve this is tell Hotwire get this started we want this done, and we want to go live before the end of the year. We feel that we are a few days away from getting a final agreement that we can all feel comfortable executing on behalf of this Council.

Vice Mayor Lusskin stated that she saw that on the evaluations that the on demand media was poor, she was not sure if that is important or not. In addition, had a resident ask her if they would have to change their email address?

Town Manager stated that if a resident has an email specific to a provider that is a question to the provider. Typically, if you leave a provider they may have you leave the email.

Joe Ferst, Vice President of Hotwire Communications, Ltd. stated that if they have an email specific to a provider, that provider is going to want to keep that email address. That is the standard cable model and that is why they do not offer Hotwire email accounts anymore.

Councilmember Einstein stated that he has a number of questions. Originally there was a discussion of how are we going to pay for this. Ideally, we will get back an attorney general opinion. If we do not get the attorney general approval, where would we go from there? Thinks we should talk about that because we are signing a contract, telling them to do a job, and the somehow we are going to pay for it should be discussed now.

Mayor Singer stated that there will be an item later on to come before Council regarding how they will pay for this service.

Councilmember Einstein stated that when service is down is there an algorithm or an equation of what they will owe the town.

Mayor Singer asked what happens if five years down the road they are fed up with this company what happens to the access point that they install into individual homes. Do they come to each residence and take out the access points or leave them?

Mr. Ferst, stated that Hotwire will review the timeline in which calls are answered. The estimated time to cure and estimated time to restore. We put these items in our contracts when the majority of cable companies try not to. Have hundreds of call center agents throughout the states that are Hotwire employees. We have hundreds of thousands of customers and all I can point back to is our track record.

Mayor Singer stated when they first met Hotwire their selling point was their customer service. Stated that they need to have some trust in the company that they are going to go into business with.

Councilmember Einstein stated he agrees with the Mayor but this is his opportunity because he is who they entrusted to negotiate this agreement, looking at this boiler plate of this agreement doesn't think there's a lot of bones in it for the Town.

Mayor Singer recommended that they make a note of it and have the Attorney look into it further.

Town Manager stated to that point because we currently do not have any relationship with our existing providers we get nothing. Maybe they can get a little more bite out of this agreement, but not sure, because we have never entered into an agreement like this before. Stated that he is nervous as heck about becoming a telecommunications provider. But also wants to deal with the residents that are banging down his door to do something about the bandwidth issues in Town.

Mayor Singer asked if the access points are the Towns.

Mr. Ferst stated that they wouldn't be, they are Hotwire's property. If the Town wanted to purchase additional access points, they could.

Councilmember Bernstein asked if you purchase additional access points, how much would those be.

Town Manager stated \$199.

Councilmember Bernstein asked about the 3% increase, is it supposed to be based on index.

Town Manager stated it is a 3% tied to the department of labor statistic index and is capped at 3%. They specifically gave us which index they are tying it to.

Councilmember Bernstein the contract does not read that, it reads, "it won't be less than CPI" which doesn't make any sense to him.

Town Manager asked Joe to clarify how the CPI is maxed at 3%

Mr. Ferst stated that the standard is between 4-4.5%, they are committing to the 3% or the CPI index in case that sky rockets through the roof. What they negotiated is that it will be capped at 3%, which is not anything they have ever done before.

Councilmember Bernstein asked if the static IP address will increase.

Town Manager stated no those are fixed.

Councilmember Bernstein asked if the 2-gigabites will be increasing by 3%.

Town Manager stated he is assuming those will also be tied to the CPI.

Mr. Ferst stated that the bulk would be tied to the 3%, the rates are typically what the rate sheet would go by.

Councilmember Bernstein asked about the 2 gigabytes. Is that going to be \$99 for the next ten years?

Mr. Ferst stated that the retail rates are what is on the rate sheet. Being very transparent. If for some reason something happens with the access points and they are 100 times more expensive, than a conversation would be had at that time.

Town Manager stated that if Council have comments or mark ups on the contract to get them to the Administration now before the final contract is drafted. Any comments, especially the attorneys on the board, please make sure you get them to the attorney.

Councilmember Bernstein also stated that is there any reason to put in the contract right now that this is subject to government approval and just saying that we will use best efforts.

Town Manager stated that what Councilmember Einstein and now Bernstein are bringing up is to put a clause in there that if the Town cannot put forth the assessment based on the attorney general's opinion then the contract is null and void. Hotwire is not going to move forward with building and installation if that clause is in there. The attorney general opinion is what we need for the assessment and should she say no than the assessment fails, and the burden is put on the Council and Administration to identify other potential funding sources to pay for this contract.

Councilmember Bernstein stated that he read that there are certain things in there. If this contract is for October 1st, why not resolve this and then go forward with that. Thinks that it is to Hotwires best advantage to know that we are on board contingent on this one thing.

Councilmember Einstein stated that is part of what his original understanding was, and that was not this contract subject to that.

Councilmember Mendal asked if we could pass the special assessment without the attorney general's opinion.

Town Manager stated that yes, they could but it leaves the Town open to it being challenged in the future.

Mayor Singer stated Councilmember Mendal brings up a great point because our initial plan when we first discussed this is, why don't we just asses the residents because they will be paying the same or less. The Town Attorney then stated that someone can challenge it and that is the only reason we decided to get an attorney general opinion. We should go ahead and do it without the attorney general's opinion, because he might say no and still no one challenge it.

Councilmember Einstein stated he thinks the Town Manager should discuss the manners in which this could be financed.

Town Manager stated that there are growing capital needs and improvements that need to be made to this community. This evening the Vice Mayor asked that we make a wall that can cost up to \$700,000; we know that we have done a study for upping our security, that study has shown it is a minimum of \$800,000 to \$1.2- million. We know this fiber project is at \$2.3 million, the renovation of the current Town Hall is going to

cost \$800,000. We have project needs. Stated that should we not be able to pass the assessment, we would recommend a millage rate increase to create new revenue. Does not think that a millage rate increase is the right way. The Town could easily amend its stormwater fee and use those revenues to pay off this fund. Should the attorney general say yes, that does not mean that someone is not still going to challenge it. Because someone could still challenge it and we would still have those same litigation costs.

Mayor Singer commented on the budget. Stated that Golden Beach's demographics have changed dramatically over the past three years. Three years ago, nobody really cared about internet speeds. The new group of homeowner's expect better service. Expenses are increasing. We are seeing inflation that we have never seen before. It is going to effect the town's budget, but one thing we cannot do is stifle our growth. So my suggestion tonight is that we approve this, move forward and then come budget time we evaluate the situation then.

Councilmember Einstein stated he agrees with the Mayor but believes we have to have some type of agreement in place for if the attorney general opinion is not approved. Asked if the first payment is coming out of this year's budget?

Town Manger stated he has a plan in place to help us cover it until we decide how we are going to fund this.

Councilmember Bernstein asked that if we cannot get the attorney general's approval on this – to him this is a critical issue in Town. Does not think that we have ever assessed the residents on anything like this before. If we cannot get a positive response from the attorney general, is confident that the Town Manager can find the funds.

Town Manger stated that we absolutely cannot do that. We currently have to cut \$600,000 from next year's budget. Absolutely cannot cut \$800,000 from the budget that will sacrifice our services. He has worked miracles and brought this Town \$39- million plus in money but he will not find \$800,000 because it will not happen.

Mayor Singer stated that if down the road they end up not being able to pay for it, they are going to have to look at the budget as a whole and adjust.

Town Manager stated he wants to hear from the Council which employee they want him to lay off, which service do they want him to cut off, what pension program are we not going to give?

Councilmember Mendal stated that is not the way to go about this, for example we don't need to spend \$120,000 on fountains right now. That is not the way to have this conversation, if we have issues with the budget we sit down and we look at the budget as a whole. Stated that for him this is one of the most important projects for the Town, right below the Civic Center and feels that there are other things he prefers to cut than this.

Councilmember Bernstein asked how do we sign this contract if we do not have the money.

Town Manager stated there are dollars that need to be recouped form the Town that are owed to us. There is other funding mechanisms; the Council has to have the will power to tell all its residents we want to be able to offer more amenities that are outside

of our means. Offered one way to do it is to increase your stormwater fee to repay the \$2.3-million that the stormwater fund owes the general fund and we can allocate those instead of finding out which employee we are going to lay off or which service we need to cut out.

Councilmember Bernstein stated that what he was trying to say, is that he thinks the Town Manager has the creativity to find a way.

Town Manager stated the Council has all these demands such as marine patrol, enhanced security, and a wall on Massini placed on the Administration, the Council needs to be willing to open their pocket books.

Mayor Singer stated that the first objective is to bill the residents. If plan A does not work, we go to plan B and adjust the stormwater fee and if plan A and B does not work, we have the ad valorem tax assessment. Stated that what we do not want to do is start cutting the benefits to the residents. Do not want anyone to think that we are going to start cutting customer services. Our residents are accustomed to being pampered and they deserve it.

Town Manager stated that not only our residents, but also on the backs of our staff who have been waiting a long time for salary increases and benefit enhancements.

Mayor Singer stated that everyone has to remember that what we are asking the residents to pay for, we have to pay for also. We are going to think the way to charge the residents for this service out thoroughly. Tonight we are just trying to get the resolution approved which will lead him, the Town Manager, and Town Attorney to finalize the contract.

Councilmember Bernstein asked if there were other communities providing this.

Mr. Ferst stated that Golden Beach would be the only community in the United States to provide this.

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz

- 2021 Town Hall End of Year Holidays Closure December 27th – 31st

Town Manager stated he will be setting the millage rate with the Mayor, the Council will not have the opportunity to get this year's millage rate because we are not meeting until the 31st of August. We will be setting the millage rate and informing the county what the trim notice requirements are. Calling for the August council meeting to be scheduled on August 31st.

*** *Council Agreed****

S. ADJOURNMENT:

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 9:20 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 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2753.21- Recommended Surplus of Two Police
Vehicles and One Backhoe from the Town Fleet

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2753.21 as presented.

Background:

I recommend that the Town surplus the following vehicles:

Police Vehicles #153, 2011 Chevrolet Tahoe 1GNLC2E03BR178676 white in color, and Police Vehicle #115, 2010 Ford Explorer XLT 1FMEU6DE1AUA20900 white in color. The vehicles were used by the Police Department for patrol. The vehicles undercarriages have visible rust and both motors will need replacing. Vehicle mileage varies from 98,000 to over 121,000 approximately.

In addition, the Public Works Director evaluated #145, 2008 John Deere Backhoe LV011T611645 yellow in color and found it to be in need of replacement as well. It is recommended for surplus from the Town's fleet due to overall deteriorating mechanical condition.

Financial Impact:

The value of the vehicles is uncertain due to the age and conditions. Whatever proceeds are obtained from the sale of the vehicles will be placed in the General Fund.

Recommendations:

The Staff requests authorization to auction the above mentioned vehicles and return the proceeds to the Town's General Fund.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2753.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SALE OF TWO SURPLUS POLICE VEHICLE AND ONE JOHN DEERE BACKHOE FROM THE TOWN'S VEHICLE/EQUIPMENT FLEET; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under Florida State Statutes, the Town's Ordinances under Sec. 2-306 and 2-308, provide for the Town to sell or donate surplus property, and;

WHEREAS, Town Police Chief, Rudy Herbello evaluated Police Vehicle #153 2011 Chevrolet Tahoe 1GNLC2E03BR178676 white in color, #115 2010 Ford Explorer XLT 1FMEU6DE1AUA20900 white in color and Public Works Director evaluated #145 2008 John Deere Backhoe LV011T611645 yellow in color;

WHEREAS, the above referenced department head determined the Vehicle and equipment are no longer cost effective for the Town to maintain and operate and are surplus to the needs of the Town;

WHEREAS, the above referenced department head reported this determination to Town Manager Alexander Diaz; and

WHEREAS, Town Manager Alexander Diaz has reviewed their determination regarding the Vehicle and concurs in their assessments and;

WHEREAS, the Town Council finds that the surplus of these Vehicles is in the best interest of the Town.

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

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

adopted and confirmed.

Section 2. Authorization to Donate. The Vehicles are hereby declared surplus to the Town’s needs in accordance with Section 2-308 of the town’s Code of Ordinances, is hereby authorized and approved.

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

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

Sponsored by the **Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 31st day August, 2021.

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 31, 2021

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

6

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2754.21 – Authorizing the Purchase of a Backhoe
for the Town's Public Works Fleet

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2754.21 as presented.

Background and History:

The Town of Golden Beach Public Works Department is surplusing their current Backhoe Loader due to age and mechanical issues. The Public Works Director is requesting Council approval to replace the deteriorated equipment with the purchase of a new Backhoe and/or similar equipment to service the residents of the Town of Golden Beach.

Financial Impact:

The Total cost to purchase and equip a Backhoe Loader and /or similar equipment is projected not to exceed \$77,216.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2754.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF A BACKHOE OR EQUIPMENT SIMILAR TO ONE AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase One Backhoe Loader or a similar equipment for the Golden Beach Public Works Department in order to continue to provide service to the residents of Golden Beach; and

WHEREAS, the costs to the Town to purchase and equip a Backhoe Loader and/or a similar equipment is projected not to exceed \$77,216.00; and

WHEREAS, the Town Council desires to utilize General funds to pay for the Backhoe Loader and/or a similar equipment; and

WHEREAS, the Public Works Director has recommended that the \$77,216.00 cost be taken from the Town's General Fund; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

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

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

Section 2. Authorization of Approval. The approval and execution of the purchase agreement of a Backhoe Loader and/or a similar vehicle, as described and outlined in the Agenda Item Report attached and incorporated herein, is hereby authorized

and approved.

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

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

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 31st day August, 2021.

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 31, 2021
To: Honorable Mayor Glenn Singer &
Town Council Members

Item Number:

7

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2755.21 – Approving the American Recue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement with the State of Florida, Division of Emergency Management**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2755.21 as presented.

Background:

Earlier this year the U.S. Congress passed and adopted the American Rescue Plan Act of 2021, which among other things authorized the expenditure of monies to local governments to assist in the financial recovery from the impacts of the Coronavirus Pandemic.

The Town was originally scheduled to receive \$350,000 in aid, at the request of the Administration; the Town was awarded funds in the amount of \$467,297.00.

These funds are subject to the terms of the American Rescue Plan Act Coronavirus Recovery Fund Agreement (the "Agreement") attached hereto as Exhibit "A".

Fiscal Impact:

Non-recurring funds in the form of a grant in the amount of \$467,297.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2755.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the U.S. Congress passed and adopted the American Rescue Plan Act of 2021, which among other things authorized the expenditure of monies to local governments to assist in the financial recovery from the impacts of the Coronavirus Pandemic; and

WHEREAS, the available funding is being made through the various states, including the State of Florida; and

WHEREAS, funds in the amount of \$467,297.00 have been allocated to the Town of Golden Beach subject to the terms of the American Rescue Plan Act Coronavirus Recovery Fund Agreement (the "Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Town Council wishes to enter into the Agreement and accept the funds.

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 are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Agreement. The Agreement attached hereto as Exhibit "A" is hereby approved.

Section 3. Implementation. The Town Manager is hereby authorized to sign the Agreement, and to allocate the funds for the permitted uses and take all steps necessary to implement this Resolution and the Agreement.

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

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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 31st day August, 2021.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Golden Beach, Town of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$467,297.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 1. Staff at nursing homes, hospitals, and home care settings;
 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 3. Janitors, truck drivers, transit staff, and warehouse workers
 4. Public health and safety staff;
 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division’s Program Manager will be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Division’s liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative: **ALEXANDER DIAZ**

Title: **Town Manager**

Address: **One Golden Beach Drive, Golden Beach FI 33160**

Telephone: **3059320744**

Email: **alexdiaz@goldenbeach.us**

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - ii. Authorized representative name, title, and email;
 - iii. Contact person name, title, phone, and email;
 - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Golden Beach, Town of

By:  Alexander Diaz

Name and title: ALEXANDER DIAZ

Date: 8/17/2021

FEIN : 596000326

DUNS : 019997246

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: **\$467,297.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, ALEXANDER DIAZ , am the Authorized Agent of Golden Beach, Town of (“Recipient”) and I certify that:

- 1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).**
- 2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.**
- 3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.**
- 4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.**
- 5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.**
- 6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.**
- 7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.**
- 8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.**
- 9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:**
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;**
 - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;**
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or**
 - d. to make necessary investments in water, sewer, or broadband infrastructure.**

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: ALEXANDER DIAZ

Signature:  *Alexander Diaz*

Title: Town Manager

Date: 8/17/2021

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, **ALEXANDER DIAZ**, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, **ALEXANDER DIAZ**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: **ALEXANDER DIAZ**

Signature: 

Title: Town Manager

Date: 8/17/2021

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

ALEXANDER DIAZ

8/17/2021

Golden Beach, Town of

Date

 *Alexander Diaz*

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Golden Beach, Town of
Address: One Golden Beach Drive, Golden Beach, FL 33160
DUNS Number: 019997246
Taxpayer Identification Number: 596000326
Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Golden Beach, Town of

 Alexander Diaz

Authorized Representative: ALEXANDER DIAZ

Title: Town Manager

Date signed: 8/17/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2756.21 – Accepting the benefit proposal for short term/long term disability insurance, life, and accidental death and dismemberment insurance submitted by Mutual of Omaha for the 2021/2022 Fiscal Year**

Item Number:

8

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2756.21 as presented.

Background:

I recommend that the Town Council renew the short term disability, long term disability, life insurance and accidental death and dismemberment insurance with Mutual of Omaha Insurance.

Mutual of Omaha has provided the Town with competitive short term disability, long term disability, life insurance, and accidental death and dismemberment insurance for the last fourteen (14) fiscal years in accordance with the applicable codes and ordinances of the Town.

This year we will receive a rate pass in our renewal premiums in comparison to the Town's current premiums (attachment "A").

The new short term disability, long term disability, life insurance and accidental death and dismemberment plans will go into effect October 1st, 2021, pending Town Council approval.

The benefits and features of the short term disability are:

- Mutual of Omaha only requires a 1% loss of earnings to be eligible for benefits.
- If an employee is working part-time and making 50% of their earnings, Mutual of Omaha will give them the other 50% to make them whole.
- Mutual of Omaha will consider a part-time disabled employee disabled until they can earn 99% of their income. The employee will be entitled to a partial benefit until he/she fully recovers his/her earnings.
- The short term disability premium will stay at a yearly amount of \$7,015.92.

The benefits and features of the long term disability are:

- Mutual of Omaha only requires a 1% loss of income in your own occupation to be eligible for benefits.
- If an employee is working part-time in the “any occupation period,” Mutual of Omaha will consider that person partially disabled until he/she is able to earn more than 85% of his/her pre-disability earnings.
- Mutual of Omaha has a separate 24 month limitation for alcohol/substance abuse, and mental disorder, as opposed to a combined lifetime limitation.
- Mutual of Omaha has an unlimited return to work incentive. If the employee is working part-time, Mutual of Omaha will not offset any work earnings unless the work earnings and Mutual of Omaha’s benefit exceed 100% of his/her pre-disability income.
- The long term disability premium will stay at a yearly amount of \$17,075.40.

The benefits and features of the life insurance and accidental death and dismemberment insurance are:

- Seat Belt Benefit – If the employee is injured in a car accident while wearing a seat belt, and that injury results in death, a benefit is payable equal to 10% of the Principal Sum, up to \$50,000.
- Common Carrier Benefit – If the employee is injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and that injury results in death, a benefit is payable equal to 100% of the Principal Sum, up to the lesser of the plan maximum or \$1,000,000.
- Airbag Benefit – If the employee is injured in an automobile accident, an airbag is in use and that injury results in death, the benefit is equal to 10% of the Principal Sum, up to \$50,000.
- Child Education Benefit – If the employee is injured and that injury results in death, benefits are payable equal to 5% of the Principal

Sum, up to \$5,000. This benefit will be payable at the end of each school year for a maximum of four consecutive years, and will be paid to the eligible dependent, student, or, if a minor child, to the student's legal guardian.

- Paralysis Benefit – Benefits for additional losses:
 - Loss – Quadriplegia / Benefit – Principal Sum
 - Loss – Triplegia / Benefit – $\frac{3}{4}$ of the Principal Sum
 - Loss – Paraplegia or Hemiplegia / Benefit – $\frac{1}{2}$ of the Principal Sum
 - Loss – Uniplegia / Benefit – $\frac{1}{4}$ of the Principal Sum
- The life and accidental death and dismemberment insurance will stay at \$9,653.04.

Short and Long Term Disability for the Town Manager require an individual policy as the Group Policy is not sufficient to cover his salary. His Individual Policies are administered through AFLAC for the short term and The Standard Insurance Company for the long term.

Fiscal Impact:

There is a rate pass, no increase from last fiscal year to the Town's current rate with Mutual of Omaha.

The Town Manager's AFLAC rate of \$949.44 and Standard Insurance rate of \$1,478.56 are fixed and therefore will not increase in F/Y 2021-2022.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2756.21

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE BENEFIT PROPOSAL FOR SHORT TERM/LONG TERM DISABILITY INSURANCE, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SUBMITTED BY MUTUAL OF OMAHA INSURANCE; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town wishes to provide disability and life insurance to its employees; and

WHEREAS, Mutual of Omaha Insurance (“Mutual”) has provided the Town with a competitive unchanged rate for the last fourteen fiscal years; and

WHEREAS, the Town Council has determined that Mutual is a responsible provider, offering a decrease in rate with the same services for two more fiscal years for short term/long term disability, and life and accidental death and dismemberment insurance; and

WHEREAS, the Town Council finds that the proposals offered by Mutual are 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 presented by Mutual for short term/long term disability, and life and accidental death and dismemberment insurance,

as described and set forth in the Agenda Item Report attached hereto and incorporated herein, are hereby accepted.

Section 3. Conditions. The acceptance of this proposal is conditioned upon the guarantee of the current proposed fixed rates for two fiscal years as stated in the attached proposal letter between the Town and Mutual and the approval of the Town Attorney of the proposal letter and any related agreements as to form and legal sufficiency. Once so approved, the Town Mayor is hereby authorized to execute said proposal or other agreement on behalf of the Town.

Section 4. 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 5. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by the **Town Administration**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 31st day August, 2021.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Renewal Information and Exhibits

Prepared For:

Town of Golden Beach

Group ID: G000757J

Renewal Effective Date: October 1, 2020



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as Town of Golden Beach's benefits provider. It has been our pleasure to provide Town of Golden Beach with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for Town of Golden Beach's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

Renewal Contact Information

Gregory Hunter
Sr Renewal Executive
South Florida Group Office
407/691-3357
Gregory.Hunter@mutualofomaha.com



TOWN OF GOLDEN BEACH

LIFE AND AD&D

Rate Guarantee Period - October 1, 2020 to October 1, 2022

Additional Value Added Services Included - Travel Assistance/Identity Theft Assistance

Life

Class Description

All eligible employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
50	\$2,752,850	\$0.250	\$0.250

AD&D

Class Description

All eligible employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
50	\$2,752,850	\$0.030	\$0.030



TOWN OF GOLDEN BEACH

SHORT-TERM DISABILITY

Rate Guarantee Period - October 1, 2020 to October 1, 2022

STD

Class Description

All eligible employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

Lives	Volume	Current Rate	Renewal Rate
50	\$33,400	\$0.168	\$0.168



TOWN OF GOLDEN BEACH

LONG-TERM DISABILITY

Rate Guarantee Period - October 1, 2020 to October 1, 2022

Additional Value Added Services Included - Employee Assistance Program (EAP)

Class Description

All eligible employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

Lives	Volume	Current Rate	Renewal Rate
50	\$236,523	\$0.577	\$0.577



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2757.21 – Renewing the agreements for Dental Insurance and Vision Coverage to Guardian Insurance and Humana with Sapoznik Insurance as the agent of record**

Item Number:

9

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2757.21 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 Humana.

The Town has received a rate pass for the dental insurance and a 5% increase for the vision coverage.

Dental (Guardian) a rate pass, no increase from last fiscal year.

Vision (Humana Vision 130) a 5% increase from last fiscal year from \$350.25 monthly to \$367.91 monthly, an increase of \$17.66 per month.

Fiscal Impact:

No rate increase from what the Town's current monthly rates are for dental and an annual increase of \$211.92 for vision insurance.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2757.21

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 Humana 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 Humana, 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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 31st day August, 2021.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**TOWN OF GOLDEN BEACH
GROUP PLAN # 00429802**

**RENEWAL PERIOD
October 1, 2021 - September 30, 2022**



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

What you'll find in this package

RENEWAL INFORMATION	PAGE
College Tuition Benefit Annual Statement	1
Renewal Rates At-a-Glance	2
Current Plan Benefit Summaries By Product	3

Please note:

If your group plan includes multiple lines of coverage, a multi-line discount was used in the pricing. If you do not wish to renew all lines of coverage, please contact us for revised pricing.



Participating Policy and Producer Compensation Disclosure Statement

Participating Policy Statement:

Any commercial insurance group policy underwritten and issued by The Guardian Life Insurance Company of America, a New York Domiciled mutual company, is a participating policy. It is not expected, however, that a dividend will be paid on any such group policies. All coverage will be provided as set forth in the policies.

Producer Compensation Disclosure:

As is common with Group insurance, your coverage(s) might involve one or more licensed producers who will receive compensation from Guardian for soliciting, negotiating, securing and/or administering the insurance coverage(s) you have purchased. Compensation to these producers may be paid in the form of base commissions, administrative service commissions and, in some instances, supplemental compensation (e.g., an annual performance bonus). For more detailed information regarding producer compensation relative to your Guardian coverage(s), please contact your local sales consultant or account manager.





College Tuition Benefit Rewards Statement as of 06/15/2021

Plan Number: 00429802

Plan Name: TOWN OF GOLDEN BEACH

Current Lines of Coverage with CTB: Dental

Total Estimated Potential Accumulated Rewards For All Lines of Coverage: \$633,000

Dear Planholder,

Thank you for being a valued Guardian customer. This statement provides a snapshot of the total College Tuition Benefit points earned by your members as a result of being enrolled in one or more of the coverages listed above.

To make sure points are credited to members, they can visit guardian.collegetuitionbenefit.com and register using the following information:

User ID: Plan number, **Password:** Guardian

College Tuition Benefit is a great way to help your employees save money on college education. One Tuition Reward = \$1 in tuition reduction and can be used at over 400 private college and universities nationwide. The example below demonstrates how Tuition Rewards build up each year.

A college tuition benefit that increases each year

Example of how future tuition can be reduced by \$58,500 when the plan participant has four Guardian products (e.g. Dental — with a year 4 bonus of 2,500 rewards, Life, Hospital Indemnity and Critical Illness) over a seven-year period.



Important deadlines for members:

- Students must be added to the program **by August 24** the year he/she starts grade 11
- The last day members can transfer earned rewards to a student **is August 24** of the year he/she starts grade 12

If you have any questions, contact your Guardian Group Sales Representative or send your questions via email to support@collegetuitionbenefit.com. For general information about the College Tuition Benefit program go to guardian.collegetuitionbenefit.com.

Sincerely,

The Guardian Life Insurance Company of America

College Tuition Benefit is a tuition reduction program. This program is currently part of your employee benefit package and addresses a top employee concern -- saving for college. The service is \$0.45 per employee per month for each coverage accumulating the College Tuition Benefit. (i.e. except for Guardian Davis Vision plan Rewards, which are offered by Davis Vision) This is not a separate line item charge for you, but instead reflected in the total premium billed (though not an insurance charge). The Tuition Rewards program is provided by SAGE CTB, LLC. Guardian does not provide any services related to this program. SAGE CTB, LLC is not a subsidiary or an affiliate of Guardian. Guardian reserves the right to discontinue the College Tuition Benefit program at any time without notice. The College Tuition Benefit is not an insurance benefit and may not be available in all states.

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - VALUE O1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	29	\$46.94	\$16,335	\$46.94	\$16,335
EE & SP	8	\$103.90	\$9,974	\$103.90	\$9,974
EE & CH	8	\$132.95	\$12,763	\$132.95	\$12,763
FAMILY	8	\$177.90	\$17,078	\$177.90	\$17,078
TOTAL	53		\$56,151		\$56,151

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	100%	80%
Major	60%	50%
Deductible	\$25	\$50
Waived for preventive?	Yes	No
Claim Payment Basis	Fee Schedule	Fee Schedule
Maximum	\$2,000	\$2,000
Orthodontia	Included	
Lifetime Maximum	\$1,500	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$800
Rollover Amount		\$400
In-network only rollover		\$600
Max Rollover Limit		\$1,500
Dependent Age Limit		26/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 12/31/2021

ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	5	\$0.00
\$1 - \$250	5	\$500.00
\$251 - \$500	17	\$8,500.00
\$501 - \$750	8	\$5,400.00
\$751 - \$1,000	6	\$5,411.20
Over \$1,000	52	\$74,738.80
TOTAL	88	\$94,550.00

15 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2021 are applied to the members Maximum Rollover Account for use starting the next benefit year.

Humana.

Humana.com
800-833-6914
1100 Employers Blvd
Green Bay WI 54344

July 21, 2021

AB 01 002052 61748 B 8 A



Maria Camacho
THE TOWN OF GOLD
1 GOLDEN BEACH DR
N MIAMI BEACH, FL 33160



Company Name: THE TOWN OF GOLD
Group ID(s): 787549
Renewal Date: 10/01/2021

Important Information regarding your coverage

Dear Maria Camacho:

Thank you for choosing Humana. We value your business and are committed to providing products and services that keep pace with your employees' evolving needs.

This letter contains information about your Humana plan(s). One or more of your plan(s) and/or rates are scheduled for a change on the renewal date noted above. Please review the plan benefit and rate information contained in this letter. No further action is needed to accept the changes outlined.

Please note: Premium rates provided to you are subject to review by Humana. If the rates described herein are subsequently modified, Humana will promptly advise you of the change.

To view your plan information and make any changes, go to the secure employer section on Humana.com, select the Benefit Center tab located at the top of the page. You'll also find interactive tools to help you make benefit selections. Or you can contact your agent, RACHEL A SAPOZNIK at (305) 948-8887 to discuss the best benefit solution for your group.

Contractual documents – including, but not limited to, the policy and certificate – will be delivered to you electronically through the secure employer section of the Humana.com website. If you would prefer a mailed paper copy of any document, please contact Humana at 1-800-232-2006.

Health and well-being are at the core of everything we do. Our mission is to help people achieve lifelong well-being. We truly appreciate the opportunity to provide benefits to you and your employees and play a role in your journey to optimal health.

Our health benefit plans have exclusions and limitations and terms under which the coverage may be continued in force or discontinued. For costs and complete details of the coverage, call or write your Humana insurance agent or broker.

Sincerely,

Your Humana Sales Team

cc: SAPOZNIK INS & ASSOC INC

GCHKT26EN

UW0322

130:

At A Glance...

Vision

	Current Plan
Plan Name:	FL Humana Vision 130
Exam Copay (In):	\$10
Exam Allowance (Out):	\$30
Materials Copay (In):	\$15
Single Lens Allowance (Out):	\$25
Frame Allowance (In):	\$130
Frame Allowance (Out):	\$65
Contact Lens Allowance (In):	\$130
Contact Lens Allowance (Out):	\$104
Frequency (In):	12/12/24
Frequency (Out):	12/12/24
Optional Benefits:	N/A
Association Name:	N/A
Other Options:	Open Enrollment
Monthly Vision Premium:	Current \$350.25
	New \$367.91

The federal Affordable Care Act includes several taxes and fees. The vision premiums reflected in this renewal notice will include a prorated portion of the Federal Insurer Annual Fee if applicable.

Rate Detail For Renewing Plans

Vision FL Humana Vision 130			
Coverage Type	Number Enrolled	Current Rates	New Rates
Employee	30	\$4.37	\$4.59
Employee & Spouse	7	\$8.75	\$9.19
Employee & Child(ren)	8	\$8.31	\$8.73
Family	7	\$13.06	\$13.72
Totals	52	\$350.25	\$367.91

General Information:

Vision products insured by Humana Insurance Company and CompBenefits Company



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2758.21 – Approving Builder’s Risk Insurance
for the New Civic Center Complex**

Item Number:

10

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2758.21 as presented.

Background:

This summer the Town purchased through the Florida League of Cities, Builder’s Risk Insurance for our Civic Center Projects.

We determined that since buildings are subject to many different risks while under construction (they might catch fire, be damaged by high winds, or fall victim to other forces of nature), it was in the best interest of the Town to purchase this insurance. A principle of common law is that any new construction or other improvement to land becomes property of the owner of the land - the title holder - once there has been an "improvement" to the owner's site. Builder's risk insurance indemnifies against some of these losses.

Fiscal Impact:

An amount not to exceed \$56,672.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2758.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING THE PURCHASE OF BUILDERS RISK INSURANCE FROM THE FLORIDA LEAUGE OF CITIES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the "Town") determined that it was necessary to have Builder's Risk Insurance for its Civic Center Complex Project; and

WHEREAS, buildings are subject to many different risks while under construction (they might catch fire, be damaged by high winds, or fall victim to other forces of nature); and

WHEREAS, on August 6, 2021 the Town Manager authorized the purchase and issuance of a Builder's Risk Policy through the Florida League of Cities; and

WHEREAS, the Town Council has carefully considered and reviewed the policy and does hereby ratify the Town Manager's actions and approves the policy issuance.

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

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

Section 2. Ratification. The Town Council ratifies and approves the Town Manager's approval and acceptance of the attached Builders Risk Policy.

Section 3. Implementation. The Town Manager is authorized to take any and all steps necessary to implement this Resolution and the issuance of the Builder's Risk Policy.

Section 4. Effective Date. The resolution shall be effective immediately upon its adoption.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 31st day August, 2021.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**INVOICE
SPECIAL COVERAGES**

8/10/2021 FMIT# 0212
INVOICE ID: ANC-10090F-2021

Ms. Mario Camacho
Finance Director
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160

MAKE CHECKS PAYABLE TO:

**FLORIDA MUNICIPAL INSURANCE TRUST
POST OFFICE BOX 1757
TALLAHASSEE FL 32302-1757**

MAKE ACH PAYMENTS TO:

BANK: Capital City Bank, 217 N. Monroe St., Tallahassee, FL 32301
RTN#/ABA#: 063100688
ACCT#: 0032620702
ACCT TYPE: Checking
ACCT NAME: Florida Municipal Insurance Trust

**PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT BY 8/25/2021.
IF FULL PREMIUM PAYMENT IS NOT RECEIVED BY 8/25/2021, THE POLICY IS SUBJECT TO CANCELLATION
FOR NON-PAYMENT OF PREMIUM BY THE INSURER.**

DESCRIPTION	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
B-2 GENERAL LIABILITY BUILDERS RISK OFFICE BUILDING 1 GOLDEN BEACH DRIVE	CSN0010727	8/6/2021	2/6/2023

PREMIUMS

BASE PREMIUM:	\$56,672.00
ADDITIONAL INSURED(S):	
TERRORISM:	
INSPECTION FEE:	
POLICY FEE:	
FEES:	

TOTAL POLICY PREMIUM: **\$56,672.00**

Ancillary insurance coverage includes any insurance coverage not currently available directly from the Florida Municipal Insurance Trust. When the Florida League of Cities, Inc. acts as intermediary or agency in facilitating ancillary insurance coverage for a member with a third party insurer, the Florida League of Cities, Inc. shall not be liable to the member if the third party insurer becomes insolvent at any time after coverage has commenced. The Florida League of Cities, Inc. shall use reasonable skill and judgment in securing any such ancillary insurance coverage. However, it is not a guarantor of the financial condition of any third party insurer and is entitled to reasonably rely upon generally accepted financial, actuarial and/or insurance industry data when facilitating ancillary insurance coverage.



Wholesale Trading Insurance Services, LLC

425 California Street, 24th Floor
San Francisco, CA 94104
Phone: (206) 430-1325, Fax: 855-982-3333
CA License #0K44341

CONFIRMATION OF COVERAGE

DATE ISSUED: August 6, 2021

PRODUCER: EPIC - Concord
Trish Drew
P.O. Box 5668
Concord, CA 94524

INSURED: Town of Golden Beach
1 Golden Beach Dr
Golden Beach, FL 33160

INSURER: Lloyd's of London

POLICY NO.: CSN0010727

COVERAGE: Builders' Risk - Commercial Lines

POLICY PERIOD: 8/6/2021 TO 2/6/2023

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THE ATTACHED Lloyd's of London BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

PREMIUM: \$56,672.00

FEES:

TAXES:

TRIA PREMIUM: REJECTED

TOTAL: \$56,672.00

SUBJECT TO:

COMMISSION: 10% of premium excluding fees and taxes

THE TERMS AND CONDITIONS OF THE ATTACHED Lloyd's of London BINDER OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THE ATTACHED Lloyd's of London BINDER CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS PER ATTACHED.

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.



AUTHORIZED REPRESENTATIVE

Bruce Norris

Director

bnorris@wtisllc.com

(206) 430-1325

TOTAL NUMBER OF PAGES: 2
INSURED: Town of Golden Beach
DATE ISSUED: August 6, 2021

Reference #: 0044839A



QUOTATION

BINDER

DATE: 08/06/2021

COMPANY POLICY NUMBER: CSN0010727

NOTICE: The Company offering coverage is a Surplus Lines insurer, regulated by Surplus Lines insurance laws. It is the responsibility of the Surplus Lines Broker to ensure those laws are followed, and to collect and remit any applicable taxes, surcharges, stamping or other fees.

NAMED INSURED: Town of Golden Beach

MAILING ADDRESS: 1 Golden Beach Dr
Golden Beach, FL 33160

ISSUING COMPANY (the "Company"):

As Per Schedule of Insurers

PRODUCER:

Wholesales Trading Insurance Services, LLC
135 Main St, Suite 1875
San Francisco, CA 94105
Attn: Bruce Norris

COMPANY FINANCIAL RATINGS:

AM Best: "A"

ADDITIONAL INSURED: N/A

LOSS PAYABLE: Insured

INSURED PROJECT LOCATION:

1 Golden Beach Dr, Golden Beach, FL 33160

INSURED PROJECT DESCRIPTION:

New construction of a three-story, 14,500 sq. ft., masonry noncombustible office building.

POLICY PERIOD:

Effective Date: 08/06/2021 at 12:01 am

Expiration Date: 02/06/2023 at 12:01 am

Standard Time at the location of the Insured Project.

Project Term: 549 days

POLICY FORM: Builders Risk Coverage Form

ESTIMATED TOTAL CONTRACT VALUES:

Hard Costs	\$5,988,761
Owner Supplied Material (Miscellaneous)	Not Covered
Existing Structures	Not Covered
Loss of Gross Earnings	Not Covered
Loss of Rental Income	Not Covered
Soft Costs	Not Covered
Estimated Total Contract Value	\$5,988,761

***Subject to premium adjustment at completion of the project**

PARTICIPATION: 100.00% being \$5,988,761 part of \$5,988,761

POLICY LIMIT: The Company will not be liable for more than its proportion of \$5,988,761 in any one Occurrence and further subject to its proportion of the following limits, sublimits and aggregate limits:

POLICY SUBLIMITS & AGGREGATE LIMITS:

Hard Costs	\$5,988,761
Owner Supplied Material	Not Covered
Existing Property	Not Covered
Loss of Gross Earnings	Not Covered
Loss of Rental Income	Not Covered
Soft Costs/Additional Expenses	Not Covered
Transit (per conveyance)	\$100,000
Offsite Temporary Storage and/or Offsite Fabrication (per location)	\$100,000
Expediting Expense	Lesser of 25% of the Loss or \$100,000
Trees, Shrubs, Plantings and Landscaping (maximum \$2,500 per item including landscape)	\$50,000
Plans, Blueprints, Drawings, Electronic Data, Renderings, Specifications or Other Contract Documents & Models	\$25,000
Fire Brigade Charges & Extinguishing Expenses	\$25,000
Debris Removal	Lesser of 25% of the Loss or \$100,000
Ordinance & Law / Demolition & Increased Cost of Construction	\$250,000
Extra Expense	Not Covered
Pollution & Contamination Cleanup & Decontamination (Policy Aggregate)	\$10,000
Claim Preparation Costs	\$25,000
Mold & Fungus Remediation (Policy Aggregate)	\$10,000
Architects and/or Engineers Fees in restoration following an insured loss	\$25,000
Earth Movement <input type="checkbox"/> annual aggregate <input type="checkbox"/> policy aggregate	Not Covered
Flood <input checked="" type="checkbox"/> annual aggregate <input type="checkbox"/> policy aggregate	\$5,988,761
The above sub-limits outlined for Flood are included within the general aggregate for Flood and do not increase the Limits of Liability.	
Windstorm <input type="checkbox"/> annual aggregate <input checked="" type="checkbox"/> no aggregate <input type="checkbox"/> policy aggregate	\$5,988,761
Named Windstorm <input type="checkbox"/> annual aggregate <input checked="" type="checkbox"/> no aggregate <input type="checkbox"/> policy aggregate	\$5,988,761

TIME LIMITS:	
Hot Testing Period	Not Covered
Periods of Occupancy or Commercial Service	4 Consecutive Weeks
Period of Indemnity – Loss of Gross Earnings, Loss of Rental Income, Soft Costs	Not Covered
1. In no event shall these sublimits of liability increase the Limit of Liability. Sublimits are part of the policy limit, not in	

addition thereto.

2. Application of all sublimits is per occurrence unless noted otherwise.
3. Coverage shall only apply when a sub-limit is shown under Policy Sublimits & Aggregate Limits section.
4. Coverage is excluded when a sublimit is shown as Not Covered.
5. When a sublimit indicates an annual aggregate applies, the sublimit shown is the most we will pay for loss during a policy year.

DEDUCTIBLES:

The applicable amount shown below shall be deducted for each claim arising from insured loss or damage in any one Occurrence. The Company shall be liable only for its proportion of the amount of insured loss or damage in excess thereof, subject to all terms and conditions of the policy.

Physical Loss of or Damage to Property Insured	\$10,000
Water Damage other than Flood	\$150,000
Collapse	\$10,000
Flood	5% of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$100,000 as respects the peril of FLOOD
Earth Movement	Not Covered
Windstorm and Hail	\$50,000
Named Windstorm	5% of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$100,000 as respects the peril of NAMED WINDSTORM
Hot Testing	Not Covered
Loss of Gross Earnings/Loss of Rental Income/Soft costs	Not Covered

1. For any coverage where a deductible is not shown, the standard “physical loss or damage to property insured” deductible shall apply.
2. When a percentage (%) is entered absent a corresponding minimum dollar amount, the percentage shall be applied without minimum. When a dollar amount is entered absent a corresponding percentage (%), the word minimum is deleted.
3. In the event that more than one deductible applies in any one occurrence, only the largest shall be applied.

ANNUAL RATES (unless noted otherwise):

Flat/\$100 Physical Damage

NC/\$100 Physical Damage Existing Property

Included/\$100 Flood

NC/\$100 Earth Movement

Included/\$100 Named Windstorm if applicable (Monthly Rate effective from June 1st to November 30th)

NC/\$100 Loss of Gross Earnings

NC/\$100 Loss of Rental Income

NC/\$100 Soft Costs

NC/\$100 Hot Testing (Monthly)

Note: Rates are applied against declared estimated total contract values and estimated project term

TOTAL TERM POLICY PREMIUM	TOTAL CERTIFIED TERRORISM PREMIUM	TOTAL POLICY PREMIUM
\$56,672	Not Covered	\$56,672

PREMIUM:

1. Cancellation: 30 days except 10 days for non-payment of premium. (subject to 10% short rate cancellation if Insured cancels the policy)
2. Premium Payment Terms: Premium is payable within 30 days of Policy Inception.
3. 25% of the premium is fully earned on the Effective Date, and not subject to return or refund.
4. Applicable Surplus Lines taxes and fees are in addition to the premiums stated above.
5. The Producer shown above is responsible for adding to the quoted premium any state taxes or fees as required by law. The Producer is further responsible for all filings with any state regulatory body including but not limited to affidavits, tax summaries, taxes and fees.
6. Where applicable, the Producer must provide the Surplus Lines Association (SLA) number at binding.
7. The Producer is responsible for all required diligent searches and filing of Form SL-2. A copy of Form SL-2 must be provided to the Company upon binding.

POLICY TERRITORY: While located at the location of the Insured Project and while in transit within and / or offsite storage within the fifty (50) states comprising the United States of America, and within the District of Columbia including the territorial coastal waters of any of the foregoing.

PERILS INSURED: All risks of direct physical loss of or damage to property insured while at the location of the Insured Project subject to the terms, conditions and exclusions in the Builders Risk Coverage Form.

VALUATION: As per Builders Risk Coverage Form

POLICY FORMS & ENDORSEMENTS APPLICABLE:

HTKP002	Schedule of Insurers
HTKC001	Builders Risk Coverage Form
HTKE078	Cyber Loss Limited Exclusion
HTKE012	War and Terrorism Exclusion Endorsement
LMA5390	TRIA Not Purchased Clause

OTHER TERMS APPLYING:

Fenced Jobsite
Exterior Lighting

Any deviation(s) from the above terms could be considered a material increase in hazard that changes the insurability of the risk and/or the premium quoted. The Company must be notified of such deviation(s) and the insured will, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy will be null and void.

COMMENTS:

Additional Terms and Conditions:

1. This quotation or binder is based upon the information provided in the submission and subsequent documentation. The terms and conditions of this quotation or binder take precedence over any other terms and conditions in the submission. Please review this document carefully.
2. If there is any material change in the loss history or other pertinent underwriting information we reserve the right to amend or withdraw this quotation or binder.
3. This quotation or binder is conditioned upon your agreement to accept delivery of the policy and any endorsements and policyholder notices by electronic means. Your acceptance of this quotation or binder signifies your agreement to this.
4. The Company reserves the right to conduct inspections of insured properties.
5. Terrorism – Coverage is available at your option. You must choose to accept or reject coverage.
 - (a) If you Accept coverage you must advise us at binding and add the premium shown on the attached Disclosure Notice to other premiums stated herein and remit to the Company within 30 days.

- (b) If you Reject coverage, you must sign the attached Disclosure Notice and return it to the Company immediately. If you reject coverage All Terrorism coverage will be excluded.
6. This document will be valid until 60 days from date of quotation. Because the general underwriting requirements of the Company may change, we reserve the right to withdraw or amend this document and proposal at any time.
7. An Indication is an expression of interest in writing the account subject to the pricing, terms and conditions set forth in the Indication, but does not constitute a Quotation. An Indication does not constitute an offer to provide the insurance, nor may a binder be issued based upon an Indication. When this document is presented as a Quotation and not an Indication then it is an offer to provide insurance but does not constitute a binder. Coverage can only be bound on behalf of when confirmed in writing by the undersigned or their authorized designee and then based strictly on the terms and conditions outlined in this document unless otherwise modified and confirmed in writing at or prior to the time of binding.
8. Office of Foreign Assets Control (OFAC) Disclosure Notice:
This proposal or resulting binder, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the office of Foreign Assets Control (OFAC), if we determine that any such party is on the "Specialty Designated Nationals or Blocked Persons" list as maintained by Office of Foreign Assets Control.

When this document is presented as a binder as indicated on Page 1, items number 6 and 7 above are deleted.

**ADDITIONAL UNDERWRITING INFORMATION REQUIRED AS A CONDITION OF BINDING COVERAGE AND UNLESS NOTED BELOW
DUE WITHIN THIRTY (30) DAYS OF BINDING WITH THE COMPANY.**

If an item is checked (x) below it is a required part of the basis for the terms and conditions set forth herein. Any item(s) outstanding at the time a binder is requested may be cause for withdrawal or amendment of these terms and conditions

- Surplus Lines Broker
 Surplus Lines Number
 Signed Tria Accepted or Rejected

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of USD Not Covered <i>(This premium does not include any charges for the portion of loss covered by The Federal government under the Act)</i>
<input checked="" type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Company Signature

Print Name

CSN0010727

Policy Number

Date



SCHEDULE OF INSURERS

The Insurers and their participation in this Policy are as follows:

Insurer	Participation
Tokio Marine Kiln Syndicate 510	15.74%
Tokio Marine Kiln Syndicate 1880	3.93%
Safety Specialty Insurance Company	47.00%
Ascot Specialty Insurance Company	33.33%

The Unique Market Reference (UMR) number for the above listed Tokio Marine Kiln Syndicates shall be:
B0429BA2103195

BUILDERS RISK COVERAGE FORM

Words or phrases that appear in capitalized **bold** face type followed by an Asterisk have special meaning that will be applied in the interpretation of such words or phrases in accordance with Part C – Definitions. In addition, throughout this policy, the words “you” and “your” refer to the Named Insured shown in Item 1 of the Policy Declarations, the term “policy period” refers to the Policy Period shown in Item 5 of the Policy Declarations, and the word “Company” refers to the Issuing Company identified in the Policy Declarations.

Various Provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

PART A – COVERAGE TERMS AND CONDITIONS

1. INSURING AGREEMENT:

This policy, subject to the terms, exclusions, limitations and conditions contained herein or endorsed hereto, insures against **LOSS*** to **PROPERTY INSURED*** while at the location of the **INSURED PROJECT*** while in offsite temporary storage, offsite fabrication or while in transit, all within the coverage territory and occurring during the policy period, unless the cause of such **LOSS*** is Excluded and/or Limited by this policy form. The most the Company will pay in any one **OCCURRENCE*** is its proportion of the Policy Limit described in Paragraph 9 (POLICY LIMIT) of the Builder’s Risk Policy Declarations (“Declarations”), subject to the participation, sub-limits and aggregate limits set forth in Paragraph 10 (PARTICIPATION) of the Declarations, and further subject to the deductible provisions set forth in Paragraph 11 (DEDUCTIBLES) of the Declarations.

2. EXTENSIONS OF COVERAGE: (*Coverage is excluded when shown as Not Covered on the Declarations*)

A. ARCHITECTS AND ENGINEERS FEES:

In the event of **LOSS*** insured hereunder and occurring during the policy period, this policy is extended to cover necessary and reasonable compensation for architect's or engineer's services and expenses incurred by the Insured in connection with the repair or replacement of the **INSURED PROJECT***, but excluding any architectural, engineering, drafting or other cost, expense or fees including change orders and shop drawings relating to improvements or betterments to the **INSURED PROJECT***.

B. CLAIMS PREPARATION COSTS:

This policy is extended to cover the reasonable and necessary additional expenses incurred by the Insured which are directly related to the preparation, substantiation and / or documentation of any claim for **LOSS*** insured hereunder and occurring during the policy period to **PROPERTY INSURED*** as a result of a covered cause of **LOSS*** under this policy. Any costs incurred for the services or efforts of an attorney, lawyer or a Public Adjuster are expressly excluded.

The Company shall have no liability for any additional expense hereunder unless and until a claim for **LOSS*** to **PROPERTY INSURED*** as a result of a covered cause of **LOSS*** under this policy has been submitted to and accepted by the Company.

Any costs incurred hereunder shall be subject to the deductible applicable to the cause of **LOSS*** that necessitates such costs. In the event that the amount of **LOSS*** to **PROPERTY INSURED*** as a result of a covered cause of **LOSS*** under this policy is less than the applicable deductible stated elsewhere in this policy, the Company shall not accept a claim for nor be liable for additional expenses as covered herein.

C. COLD TESTING: Limit – Up to Policy Limit

Any functional testing exclusive of **HOT TESTING** as defined above including but not limited to electrical, mechanical, hydraulic and hydrostatic.

Startup and testing of building systems including heating, lighting, air conditioning, plumbing, electrical work, ventilation, sprinkler systems, plumbing, gas line, elevators and escalators shall be considered **COLD TESTING**.

D. CONSTRUCTION TRAILERS: Limit – \$25,000

The company will pay for **LOSS*** to **CONSTRUCTION TRAILERS** and office trailer contents, other than "construction documentation, records, tools and equipment", while at the **INSURED PROJECT*** site or a temporary offsite location caused by a covered **LOSS***.

CONSTRUCTION/OFFICE TRAILERS means modular or portable office trailers, construction trailers, storage trailers or portable restrooms.

E. CRANE RE-ERECTION EXPENSE: Limit – \$25,000

If a Crane which is equipped with a winch for hoisting and lower loads is not covered under this policy is damaged as a result of a covered **LOSS*** while at the **INSURED PROJECT*** site, the company will pay the reasonable and necessary costs incurred by the Named Insured to re-erect a crane if necessary to complete the **INSURED PROJECT***.

This extension of coverage does not apply to and shall not modify, amended or alter any other coverage extension or delay in opening coverage insured by the policy and such coverage extension and delay in opening coverage is expressly excluded.

F. DEBRIS REMOVAL:

In the event of a covered **LOSS*** and occurring during the policy period, the Company will pay the following necessary and reasonable costs:

- (1) costs to remove debris being an insured part of the property from **INSURED PROJECT***; and/or
- (2) cost of cleanup, at the **INSURED PROJECT***, made necessary as a result of such **LOSS***.

Debris Removal does not apply to costs to:

- A. Remove debris of property of yours that is not insured under this policy, or property in your possession that is not **PROPERTY INSURED***;
- B. Remove debris of property owned by or leased to or for the owner of the **INSURED PROJECT*** where the described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
- C. Remove any property that is Property Not Covered;
- D. Remove property of others of a type that would not be **PROPERTY INSURED*** under this Coverage Form;
- E. Extract **CONTAMINANTS OR POLLUTANTS*** from land or water; or
- F. Remove, restore or replace polluted land or water.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for **LOSS*** to the **PROPERTY INSURED*** hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of covered removal of debris or cost to clean up not later than **180 days** after the date of such **LOSS***.

G. ERRORS AND OMISSIONS: Limit – \$25,000

No unintentional errors or omission in any information required to be reported to the Company or otherwise relative to this Insured will prejudice the Insured's right of recovery, but will be reported to the Company as soon as practicable when discovered.

H. ESCALATION CLAUSE:

In the event the **TOTAL CONTRACT VALUE*** reported for the **INSURED PROJECT*** increases during the policy period, the total project hard cost limit will automatically increase to reflect the change concurrently subject to a maximum of 5% of the original limit shown unless otherwise endorsed.

This extension of coverage does not apply to and shall not modify, amended or alter any other coverage extension or delay in opening coverage insured by the policy and such coverage extension and delay in opening coverage is expressly excluded.

I. EXPEDITING EXPENSE:

In the event of a covered **LOSS*** occurring during the policy period, the Company will pay, for the reasonable and necessary costs incurred to make temporary repairs and to expedite the permanent repair or replacement of the **PROPERTY INSURED*** which is damaged by a peril not otherwise excluded, including additional wages for overtime, night work, and work on public holidays and the extra costs of express freight or other rapid means of transportation.

J. EXTRA EXPENSE:

In the event of a covered **LOSS*** occurring during the policy period, the Company will pay the **EXTRA EXPENSE** incurred as a result of **LOSS*** to the **INSURED PROJECT*** hereunder.

EXTRA EXPENSE shall be defined as the reasonable and necessary excess costs incurred during the period of restoration and repair that are over and above the total costs that would normally have been incurred during the same period of time had no **LOSS*** occurred. **EXTRA EXPENSE** shall include, but not be limited to, equipment rental, emergency expenses, temporary use of property, demobilization and remobilization of equipment and facilities, and expenses necessarily incurred to reduce loss excluding, however, any Additional Interest Expense, Debt Service, Business Interruption, Loss of Income, Loss or Earnings, Loss of Rents or Delay In Completion and/or Acceleration Expense.

Any costs incurred hereunder shall be subject to the deductible applicable to the cause of **LOSS*** that necessitates such costs. In the event that the amount of **LOSS*** to **PROPERTY INSURED*** as a result of a covered **LOSS*** is less than the applicable deductible stated elsewhere in this policy, the Company shall not accept a claim for nor be liable for excess costs as covered herein.

K. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES:

In the event of a covered **LOSS*** occurring during the policy period, the Company will pay the following reasonable and necessary expenses:

- (1) Fire brigade charges and other extinguishing expenses for which the Named Insured may be assessed;
- (2) loss of fire extinguishing materials expended in fighting fire, including the loss of similar material which may be brought on the project location for the purpose of extinguishing a fire already in progress at the time such materials are ordered and delivered, but liability shall not exceed the combined value of such extinguishing materials which are on the premises, or on adjacent premises, if such materials are jointly owned at the time of loss.

L. HOT TESTING:

Which means any startup, commissioning or other forms of testing making use of any feedstock or similar media including operational or performance tests.

When a specific premium and rate or acknowledgement of coverage are entered for **HOT TESTING** in Paragraph 12 of the Declarations and a **TESTING PERIOD** has been identified in Paragraph 5 of the Declarations, this policy is extended to cover **LOSS*** to the **PROPERTY INSURED*** which is caused by or results from **HOT TESTING**.

The Insured warrants that supervisory and safety systems shall not be deliberately or knowingly circumvented during the conduct of **TESTING**. This warranty shall not apply when it is standard accepted industry practice and/or manufacturer's specification that such circumvention is necessary for the conduct of individual activities within the conduct of **TESTING** provided that such circumvention does not extend beyond said individual activities. It is further warranted that all instrumentation will be installed and activated prior to the conduct of any **TESTING**.

TESTING PERIOD: As respects **HOT TESTING**, the **TESTING PERIOD** shall mean and be limited to that period beginning with the introduction into the **PROPERTY INSURED*** of feedstock or similar media for processing and handling or the commencement of supply to a system and continuously thereafter whether or not such testing, commissioning or startup is continuous or intermittent and terminating on the expiry of the period of time as provided in Paragraph 5 of the Declarations

Hot Testing is only covered if indicated on the Declaration page.

M. MOLD REMEDIATION EXPENSE:

Notwithstanding the exclusion in the policy for **LOSS*** due to mold, fungus, mildew and spores in the event of a covered **LOSS*** occurring during the policy period, this policy is extended to cover mold remediation expenses incurred by the Insured, resulting from or caused by a covered **LOSS***, which results in **LOSS*** to **PROPERTY INSURED***, made necessary by insured physical damage to an **INSURED PROJECT*** or **PROPERTY INSURED*** as provided under the policy. This extension of coverage only applies to the portion of an **INSURED PROJECT*** or **PROPERTY INSURED*** which directly sustained the covered **LOSS***.

Mold remediation expense means the following reasonable and necessary costs not otherwise excluded under the policy:

- (1) Testing the indoor air quality for mold;
- (2) Testing the surfaces and materials of the **INSURED PROJECT***, **PROPERTY INSURED*** or contents for mold;
- (3) Developing a mold remediation plan; and
- (4) Implementing a mold remediation plan including the clean up, removal, containment, treatment or disposal of mold;

Mold remediation shall also mean the following reasonable and necessary costs, including increased cost, not otherwise excluded:

- (1) Removing debris solely due to mold; and
- (2) Repairing and replacing the **INSURED PROJECT*** or **PROPERTY INSURED*** damaged.

Mold remediation expense does not apply beyond the provisions as provide herein including any other consequential loss or damage as a result of mold.

Any costs incurred hereunder shall be subject to the deductible applicable to the cause of loss that necessitates such costs.

N. OCCUPANCY or COMMERCIAL SERVICE:

This policy is extended to permit occupancy/commercial service insured hereunder being a part of an **INSURED PROJECT*** but prior to final acceptance by the Owner and coverage shall not be reduced due to such partial occupancy/operation except as provided herein, provided that the Insured warrants that all **FIRE PROTECTION SYSTEMS*** and security systems within the occupied/operational space shall be in service and fully operational prior to and during any such occupancy/operation. It is a condition hereof that the Insured, upon such knowledge, shall report any increase in hazard beyond that provided for in the policy.

OCCUPANCY or COMMERCIAL SERVICE shall be deemed to have occurred when the **INSURED PROJECT*** or any portion thereof has been put to its intended use but only as respects such portion or portions put to use. The orientation or training of building management staff, the training of plant engineering and maintenance personnel, the establishment of a sales or rental office and completion of tenant fit out work shall not be considered **OCCUPANCY or COMMERCIAL SERVICE** on their own.

O. OFFSITE TEMPORARY STORAGE AND/OR OFFSITE FABRICATION:

This policy is extended to cover **LOSS*** occurring during the policy period to property to be used in or incidental to completion of an **INSURED PROJECT***, while in temporary storage anywhere within the coverage territory but excluding such property while in the course of manufacturing or processing at the manufacturer's or supplier's site or while in transit, except as provided in Clause 3 a. Transit.

P. ORDINANCE OR LAW/ DEMOLITION AND INCREASED COST OF CONSTRUCTION:

If the repair of **LOSS*** to **PROPERTY INSURED*** caused by an insured peril becomes subject to the enforcement of any ordinance or law that is in force at the time of **LOSS*** and that:

- (1) Requires the demolition of parts of the undamaged **PROPERTY INSURED***; or
- (2) Regulates the construction or repair of damaged **PROPERTY INSURED***;

then the Company will pay for:

- A. The cost of demolishing the undamaged **PROPERTY INSURED*** and clearing the site of debris from such demolition; and
- B. The value of such undamaged part of the **PROPERTY INSURED*** which must be demolished; and
- C. The increased cost of repair and/or reconstruction of the damaged and undamaged **PROPERTY INSURED*** on the same site and limited to the minimum requirements of such ordinance or law regulating the repair or reconstruction of the damaged **PROPERTY INSURED*** on the same site. However, the Company will not pay for any increased cost of repair or reconstruction unless the damaged **PROPERTY INSURED*** is actually rebuilt or replaced.

The Company will not pay the following costs:

- (1) Cost of demolition or increased cost of repair or reconstruction, debris removal, or other consequential loss caused by the enforcement of any ordinance or law regulating asbestos or other hazardous material;
- (2) Cost of any governmental direction or request declaring that asbestos or other hazardous material present in, part of or utilized on any damaged or undamaged portion of **PROPERTY INSURED*** that can no longer be used for the purpose for which it was intended or installed and must be removed, modified or abated;
- (3) Cost of demolition or increased cost of repair or reconstruction, debris removal, or other consequential loss caused by the enforcement of any ordinance or law regulating **CONTAMINANTS OR POLLUTANTS***; or
- (4) Cost of compliance with the enforcement of any ordinance or law which the Named Insured or owner would have otherwise been required to comply by nature of such ordinance or law in the absence of any covered **LOSS***.

Q. PLANS, BLUEPRINTS, DRAWINGS, ELECTRONIC DATA*, RENDERINGS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS & MODELS:

This policy is extended to cover **LOSS*** occurring during the policy period to plans, blueprints, drawings, electronic data, renderings, specifications or other contract documents (whether paper or electronic media format) and models while at the location of the **INSURED PROJECT***.

R. POLLUTION & CONTAMINATION CLEAN UP & DECONTAMINATION:

In the event of **LOSS*** occurring during the policy period, the Company will pay the cost of cleanup or decontamination as a result of sudden and unforeseen **LOSS*** caused by **CONTAMINANTS OR POLLUTANTS*** on an **INSURED PROJECT*** site at time of **OCCURRENCE*** but restricted to the **INSURED PROJECT*** site; demolition, or removal of any **PROPERTY INSURED*** to the extent to comply with the minimum standards of any regulation, ordinance or law which requires the demolition, repair, or construction of buildings or structures subsequent to and necessitated by a covered **LOSS*** provided that such regulation, ordinance or law is in force at the time of **LOSS***. No additional costs of reconstruction or additional costs of repair by reason of any regulation, ordinance, or law are included hereunder. The foregoing shall not invalidate any other provisions of the policy or endorsements attached to the policy.

Any costs incurred hereunder shall be subject to the deductible applicable to the cause of **LOSS*** that necessitates such costs.

S. PRESERVATION OF PROPERTY: Limit – \$25,000

If it is necessary to remove or protect **PROPERTY INSURED*** from the **INSURED PROJECT*** site or off-site storage to protect it from a covered **LOSS***, the company will pay the costs incurred by the Named Insured to protect or remove the **PROPERTY INSURED*** including moving and storage.

T. REWARD: Limit – \$25,000

At the Company's option, the Named Insured may be reimbursed for rewards paid, other than to the Named Insured, or any of the Named Insured's partners, members, managers or officers, for information leading to the conviction of any one or more persons responsible for **LOSS*** covered under this Policy. The Company will be the sole judge as to the payment and amount of the reimbursement.

U. SEWER BACKUP: Limit – 1% of the total project value up to \$500,000

Water or waterborne material that backs up, overflows or is otherwise discharged through a sewer or drain, sump or septic tank; or water or waterborne material below the surface of the ground, including but not limited to water or waterborne material that exerts pressure on or flows, seeps, or leaks through or into any **BASEMENT** or below ground portion of the **INSURED PROJECT***.

The term **BASEMENT** shall be defined as any area of a structure having its bottom surface, whether floored or not, below ground level on any side of such structure.

V. TRANSIT:

This policy is extended to include transit coverage for **LOSS*** occurring during the policy period to property to be used in or incidental to completion of the **INSURED PROJECT*** from the commencement of loading at the original point of shipment anywhere within the coverage territory, until completion of unloading at a location of the **INSURED PROJECT***, including shipments on inland or coastal waters but excluding ocean marine shipments.

The Insured agrees to keep records of all shipments covered hereunder and make them available to the Company upon request.

This coverage shall be void if the Insured enters into any special agreement with carriers, releasing them from their common law or statutory liability or agreeing that this insurance shall in any way inure to the benefit of such carriers; however, the Insured may, without prejudice to this coverage, accept such bills of lading, receipts, or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of property insured.

W. TREES, SHRUBS, PLANTINGS AND LANDSCAPING:

This policy is extended to cover **LOSS*** occurring during the policy period to trees, plantings, shrubs and landscaping materials which are part of and while located at the **INSURED PROJECT***.

PART B – EXCLUSIONS AND LIMITATIONS

1. EXCLUSIONS:

This policy shall not pay for **LOSS***, costs, expenses or fees caused directly or indirectly and/or contributed to, in whole or in part, by any of the following excluded perils except as specifically allowed in a, b, c, d, f or j below:

- a. Consequential loss, damage or expense of any kind or description including but not limited to loss of market or delay, liquidated damages, performance penalties, penalties for non-completion, delay in completion, or non-compliance with contract conditions, whether caused by a peril insured or otherwise, however the foregoing shall not exclude Delay In Completion Coverage when it is endorsed to this policy;
- b. Cost of making good faulty or defective workmanship or material, unless **LOSS*** by a peril not otherwise excluded ensues and then this policy will cover for such ensuing physical loss or damage only;
- c. Cost of making good faulty, defects, errors, deficiencies or omissions in design, plans or specifications, unless **LOSS*** by an insured peril ensues and then this policy will cover for such ensuing loss or damage only;
- d. Wear and tear, gradual deterioration, marring or scratching, inherent vice, latent defect, corrosion, rust, dampness or dryness of the atmosphere, unless **LOSS*** by an insured peril ensues and then this policy will cover for such ensuing loss or damage only;
- e. **(1)** War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack:
 - A. by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
 - B. by military, naval or air forces; or
 - C. by an agent of any such government, power, authority or force;**(2)** Any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;
- (3)** Insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
- (4)** Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the **LOSS***. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear;

This policy also excludes **LOSS***, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism;

If the Company alleges that by reason of this exclusion, any **LOSS***, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured;

- (5)** Hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons;
- f. Nuclear reaction, nuclear radiation or radioactive contamination however such may have been caused; nevertheless, if a fire arises directly or indirectly any of the foregoing, any loss or damage arising directly from that fire shall (subject to the provisions of this policy) be covered, excluding however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire;

- g. Mysterious disappearance or when revealed by inventory shortage;
- h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether active along or in collusion with any other part. This exclusion: (1) Applies whether or not an act occurs during your normal hours of operation; (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives;
- i. **LOSS***, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever beyond the demolition of any damaged portion of the **INSURED PROJECT*** no longer useful for its intended purpose;
- j. Actual, alleged or threatened release, discharge, escape or dispersal of **CONTAMINANTS OR POLLUTANTS***, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any **LOSS*** covered by this policy;

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from actual release, discharge, escape or dispersal of **CONTAMINANTS OR POLLUTANTS***, any **LOSS*** covered under this policy arising directly from that fire is insured, subject to the provisions of this policy;

This exclusion shall not apply when **LOSS*** is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism or malicious mischief, leakage or accidental discharge from automatic **FIRE PROTECTION SYSTEMS***;

- k. This policy does not cover:
 - (1) Asbestos material removal;
 - (2) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material;
 - (3) Any governmental order or direction declaring that asbestos material which is present in or part of or utilized on any portion of the **INSURED PROJECT*** must be removed or modified;
- l. Loss or damage covered under any written or implied guarantee or warranty by any manufacturer or supplier, but only to the extent of recovery from such written or implied guarantee or warranty;
- m. Subsidence, sinkhole, settling, cracking, expansion, contraction or shrinkage of walls, floors, ceilings, buildings, foundations, patios, roofs, walkways, driveways or pavements;
- n. Cessation of the work, whether total or partial, unless such cessation has been directly occasioned by **LOSS*** covered under the policy. Cessation of the work, as used herein, shall not mean:
 - any period of time during which operations would not normally have been conducted such as Saturdays, Sundays or Holidays, nor shall it mean seasonal inactivity planned in advance or labor actions beyond the Insured's control, provided the location of the **INSURED PROJECT*** is maintained and protected against **LOSS*** during such inactivity;
- o. Freeze, drought and hail, weight of ice or snow, but only as respects **EXTENSION OF COVERAGE - Trees, Plants, Shrubs and Landscaping**;
- p. Nesting or infestation, disease, or any damage caused by insects, vermin, rodents or animals;
- q. Erosion of graded or planted finish or rough grades which results from normally expected or predictable precipitation and surface water runoff;
- r. As respects Clause A.3.R – **PLANS, BLUEPRINTS, DRAWINGS, RENDERINGS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS AND MODELS** - electrical or magnetic injury to or errors and omissions in creating, processing or copying electronic records, however caused;

- s. Mold, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This exclusion applies regardless whether there is (i) any **LOSS*** to **PROPERTY INSURED***; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns;
- t. **LOSS*** to any program, software or operating system, programming instruction or data arising out of or resulting from any failure, malfunction, deficiency, deletion, fault, **VIRUS*** or corruption, including but not limited to, **LOSS*** resulting from any authorized or unauthorized access in, of or to any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, any program, computer software or operating systems, programming instructions or data;

To the extent coverage for equipment, hardware, media or device is provided in the policy, the following exclusion does not apply:

- (1) if any of the matters described above results solely from direct physical loss of or direct physical damage to the equipment, hardware, media or device on which the program, software or operating system, programming instructions, or data are transported, processed or contained;
- (2) to **LOSS*** to tangible **PROPERTY INSURED*** that results from any of the matters described above but limited to the perils of Fire and Explosion only;

For the purposes of this exclusion, program, software or operating system, programming instruction and data are not tangible property insured.

- u. The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- v. **LOSS*** to property stored in the open arising from, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not. This exclusion does not apply to property while located within the building or structure.
- w. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- x. **LOSS***, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, **LOSS***, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for:

- (1) a Communicable Disease, or
- (2) any property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (3) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

2. **PROPERTY EXCLUDED:**

This policy excludes:

- a. Land and land values and the value of cut fill and backfill materials existing at the project site prior to project commencement; however, to the extent included in the contract bid documents and declared for premium purposes, the value of fill and backfill materials purchased for use in the completion of the project is not excluded. Notwithstanding the foregoing, labor and material charges incurred to move, remove, place or otherwise handle cut, fill and backfill materials, whether insured or uninsured in the foregoing, are covered to the extent such charges are included in the contract bid documents and declared for premium purposes;
- b. Contractor's tools, machinery, plant and equipment, including spare parts and accessories, whether owned, loaned, hired or leased, and property of a similar nature not destined to become a permanent part of the completed **INSURED PROJECT*** unless the value of the same is reported and additional premium is paid at rates and terms to be agreed;
- c. Vehicles or equipment licensed for highway use, rolling stock, aircraft or watercraft;
- d. Water, animals, standing timber and growing crops. This exclusion does apply to loss of water contained in any process equipment, tank or pipe;
- e. Accounts, bills, currency, food stamps or other evidences of debt, money, bonds, notes or securities, precious alloys or metals, or precious and semi-precious stones or other property of similar nature;
- f. Existing property at the location of the **INSURED PROJECT*** unless separately declared to the Company in advance and specifically endorsed to the Builders Risk policy;
- g. Property located at other than the location of **INSURED PROJECT*** except as covered under the Transit or Offsite Temporary Storage/Offsite Fabrication Extensions of Coverage;
- h. Prototype, developmental or used machinery and equipment but only as to damage while undergoing any form of testing, commissioning or startup unless specifically endorsed to the policy;
- i. Transmission and distribution lines outside of the **INSURED PROJECT***;
- j. **LOSS*** to **PROPERTY INSURED*** while covered by Ocean Marine Insurance or while waterborne in the course of ocean shipment;
- k. Any property while located at any site which stores processes or otherwise handles or makes use of radioactive materials unless reported to and accepted by the Company. The foregoing shall not apply to locations or property making use of radioactive isotopes contained within equipment used for diagnostic or testing purposes;
- l. Contraband or property in the course of illegal transportation or trade;
- m. Underground caverns, mines or mine shafts or any property contained therein.

PART C - DEFINITIONS

Wherever in this policy words or phrases appear in capitalized bold face type followed by an Asterisk, the following definitions will be applied in the interpretation of such words or phrases:

1. CONTAMINANTS OR POLLUTANTS:

Contaminants and Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

2. EARTH MOVEMENT:

Shall mean all earthquake, landslide, mudslide, mudflow, rock fall, tsunami, volcanic action, volcanic eruption, sinkhole collapse, subsidence or rock fall or other Earth Movement whether man-made or caused by natural phenomena.

If Earth Movement is excluded, this policy will cover the resulting damage if caused by the covered peril of sprinkler leakage.

3. ELECTRONIC DATA:

Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store retrieve or send data.

4. FIRE PROTECTION SYSTEMS:

Tanks, water mains, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but excluding:

- (1) branch piping from a joint system where such branches are used entirely for purposes other than fire protection.
- (2) any underground water mains or appurtenances located outside of the described premises and forming part of the public water distributing system.
- (3) any pond or reservoir in which the water is impounded by a dam.

5. FLOOD:

- (1) A general and temporary condition of complete inundation of normally dry land areas, including dewatered areas, from:
 - (a) The overflow of inland or tidal waters;
 - (b) The unusual and rapid accumulation or runoff of **SURFACE WATER***;
 - (c) Mudslides (i.e. mudflows) which are caused by flooding as defined in subparagraph (b) above and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current;
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in flooding as defined in a (1) above. All whether driven by wind or not.
- (3) **FLOOD*** or storm surge as a result of a **NAMED WINDSTORM*** is excluded from this coverage.

The term **FLOOD*** shall not include Sewer Back up.

6. FUNGUS:

Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms.

7. INSURED PROJECT:

The work which the Insured is contractually obligated to perform in accordance with the contract documents being more fully described and located as set forth in the Declarations.

8. LOSS:

Means accidental, direct physical loss or damage to the **PROPERTY INSURED***. **LOSS*** does not mean any indirect or ensuing loss that is not a direct result of actual physical damage to the **PROPERTY INSURED***, including but not limited to the presence of disease particles of any size, restrictions to access the work site whether imposed by any governmental entity or any other restrictions from any source that would affect the ability to access the site or continue work at the site.

9. MOLD:

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s).

10. NAMED WINDSTORM:

A storm that has been declared and or identified by the National Oceanic and Atmospheric Administration's (NOAA) National Hurricane Center, National Weather Service or similar governing body to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm, or a Tropical Depression and includes storm surge, being defined as an offshore rise of water associated with a low pressure weather system, typically a tropical cyclone.

11. OCCURRENCE:

With the exception of the perils of **EARTH MOVEMENT***, **FLOOD***, **NAMED WINDSTORM***, **WINDSTORM***, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, **OCCURRENCE*** means an accident, incident, or a series of accidents or incidents arising immediately out of a single event or originating cause and includes all resultant or concomitant losses wherever located.

In respect of the perils of **EARTH MOVEMENT***, **FLOOD***, **NAMED WINDSTORM***, **WINDSTORM***, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, **OCCURRENCE*** shall mean all **LOSS*** arising during a continuous period of **one hundred sixty-eight (168)** hours during the term of this policy insofar as the limit of liability, sublimit of liability, aggregate limit of liability and the deductible provisions of the policy are concerned. The Insured may elect the moment when the **one hundred sixty-eight (168)** hour period begins, but no two such periods shall overlap. Such **EARTH MOVEMENT***, **FLOOD***, **NAMED WINDSTORM***, **WINDSTORM***, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief shall be deemed to be a single **OCCURRENCE*** within the meaning of this policy. The Company shall not be liable for any such **LOSS*** occurring before the effective date and time or occurring after the expiration date and time of this Policy; however, the Company will be liable for any **LOSS*** occurring for a period, of up to seventy-two (72) consecutive hours after the expiration of this policy provided that the occurrence takes place prior to the date and time of the expiration of this policy.

12. PROPERTY INSURED:

(1) Permanent Works - All materials, supplies, equipment, machinery, and other property of a similar nature, being property of the Insured or of others for which the Insured may be contractually responsible, the value of which has been included in the estimated value of the **INSURED PROJECT*** in the Declarations, all when used or to be used in or incidental to the demolition of existing structures, site preparation, fabrication or assembly, installation or erection or the construction of or alteration, renovation, rehabilitation of the **INSURED PROJECT***.

(2) Temporary Works - All scaffolding, form work, fences, shoring, hoarding, false work and temporary buildings all incidental to the project and the value of which has been included in the estimated value of the **INSURED PROJECT*** in the Declarations.

13. SPORES:

Any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms.

14. SURFACE WATER:

As used hereunder, shall mean seepage, leakage or influx of water (immediately derived from natural sources) through sidewalks, driveways, foundations, walls, basements or other floors, or through doors, windows or any other openings in such sidewalks, foundations, walls or floors.

15. TIER 1 & 2 COUNTIES AND PARISHES (in application of Named Windstorm):

Tier 1 Counties:

Alabama	Baldwin and Mobile
Connecticut	Fairfield, Hartford, Litchfield, Middlesex, New Haven, New London and Tolland
Delaware	Sussex
Florida	All Counties
Georgia	Bryan, Camden, Chatham, Glynn, Liberty, and McIntosh
Hawaii	All Counties
Louisiana	Acadia, Ascension, Assumption, Calcasieu, Cameron, East Baton Rouge, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, LaFourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion, and Washington
Maine	Androscoggin, Aroostook, Cumberland, Hancock, Kennebec, Knox, Lincoln, Oxford, Penobscot, Sagadahoc, Somerset, Waldo, Washington, and York
Maryland	Worcester
Massachusetts	Barnstable, Bristol, Dukes, Essex, Nantucket, Norfolk, Plymouth, and Suffolk
Mississippi	Hancock, Harrison, and Jackson
New Hampshire	Belknap, Carroll, Hillsborough, Merrimack, Rockingham and Strafford
New Jersey	Atlantic, Cape May, Monmouth, and Ocean
New York	Kings, Nassau, Queens, Richmond, and Suffolk
North Carolina	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Currituck, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington
Rhode Island	Newport and Washington
South Carolina	Beaufort, Charleston, Colleton, Georgetown, Horry, and Jasper
Texas	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jefferson, Kennedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy
Virginia	Accomack, Alexandria, Arlington, Caroline, Charles City, Chesapeake, Chesterfield, Colonial Heights, Culpeper, Dinwiddie, Essex, Fairfax, Fairfax City, Falls Church, Fauquier, Franklin, Fredericksburg, Gloucester, Hampton, Hanover, Henrico, Hopewell, Isle of Wight, James City, King and Queen, King George, King William, Lancaster, Loudoun, Manassas City, Manassas Park City, Mathews, Middlesex, New Kent, Newport News, Norfolk, Northampton, Northumberland, Petersburg, Poquoson City, Portsmouth, Prince George, Prince William, Richmond, Richmond City, Southampton, Spotsylvania, Stafford, Suffolk, Surry, Sussex, Virginia Beach, Westmoreland, Williamsburg and York

Tier 2 Counties:

Alabama	Clarke, Covington, Escambia, Geneva, Monroe, and Washington
Delaware	Kent
District of Columbia	All
Georgia	Brantley, Charlton, Effingham, Long, and Wayne
Maryland	Anne Arundel, Baltimore, Baltimore City, Calvert, Caroline, Carroll, Cecil, Charles, Dorchester, Harford, Howard, Kent, Montgomery, Prince Georges, Queen Annes, St Mary's, Somerset, Talbot, and Wicomico
Massachusetts	Middlesex
Mississippi	George, Pearl River, and Stone
New Jersey	Burlington, Cumberland, Essex, Hudson, Middlesex, and Union
New York	Bronx, New York, and Westchester
North Carolina	Bladen, Columbus, Craven, Duplin, Gates, Hudson, Middlesex, and Union
Pennsylvania	Bucks, Chester, Delaware, Lancaster, Montgomery, Philadelphia, and York
Rhode Island	Bristol, Kent, Newport, Providence, and Washington
South Carolina	Berkeley, Dillon, Dorchester, Florence, Hampton, Marion, and Williamsburg
Texas	Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jackson, Jim Wells, Liberty, Live Oak, Orange, Victoria, and Wharton

16. TOTAL CONTRACT VALUE or TOTAL COMPLETED VALUE:

The total value of all property insured including, but not limited to, all wages, expenses, materials, supplies, equipment, change orders plus if declared, contractor's profit and overhead, existing structures (when coverage is included by endorsement) and such other charges, all whether provided by the owner, contractors or others, which will become a part of or will be expended in the project plus the value, if any, of **SOFT COSTS***, **RENTAL INCOME*** or **GROSS EARNINGS*** to be insured under the Delay In Completion Endorsement when applicable.

17. VIRUS:

Any software, data or code that affects the operation or functionality of any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, program, computer software or operating systems, programming instructions or data including, but not limited to, any destructive program, computer code, computer virus, worm, logic bomb, denial of service attack, smurf attack, vandalism, Trojan Horse or any other data introduced into any electronic system causing deletion, destruction, degradation, corruption, malfunction or compromise to data or electronic business systems.

18. WATER DAMAGE:

Means **LOSS*** as covered by this policy which is a result of leakage of fluids, liquids and gases caused by an insured peril other than the peril of **FLOOD***.

19. WINDSTORM:

Shall mean any naturally occurring movement other than **NAMED WINDSTORM*** including but not limited to wind, windborne debris, tornados and hail.

20. WORK

Shall mean the actual physical construction, installation, renovation/repair of a building, structure and or project has commenced and continues without delay.

PART D – GENERAL CONDITIONS

1. ALTERNATIVE DISPUTE RESOLUTION:

If the Company and the Named Insured disagree, after making a good faith effort to reach an agreement on an issue concerning this policy, either party may request that the following procedure be used to settle such disagreement:

- (1) The Company or the Named Insured may request of the other in writing that the dispute be settled according to an alternative dispute resolution procedure.
- (2) If the Company and the Named Insured agree to proceed, they will jointly select an alternative dispute resolution technique for resolution of the dispute.
- (3) If the parties cannot agree on a method to resolve the issue in dispute within sixty days of written request, the parties will contact either the Center for Public Resources or the American Arbitration Association and will use their services to select or devise a dispute resolution mechanism.
- (4) Alternative dispute resolution procedures that may be used include, but are not limited to, mediation, binding arbitration and mini-trials, except where prohibited by applicable law or regulation.
- (5) All expenses of the alternative dispute resolution procedure will be shared equally by both parties.
- (6) Any decision or award made as a result of the alternative dispute resolution procedure shall always be limited by the Coverage Terms and Conditions, Limits, Sublimits, Aggregate Limits of Liability, and deductibles of this policy.
- (7) Any statute of limitation that may be applicable to the dispute shall be tolled, with respect to such dispute, from the date that the Company and the Named Insured agree to follow the procedure set forth herein until and including the date that such procedure is concluded.

If the Named Insured so requests, the Company hereby agrees to use the alternative dispute resolution procedure described above to resolve all issues concerning this policy except the following:

- (1) Any dispute involving asbestos including **LOSS*** or debris removal expense.
- (2) Any dispute involving debris removal expense for **CONTAMINANTS OR POLLUTANTS***.
- (3) Any dispute where coverage is denied based on arson or other attempted fraud by the Named Insured.
- (4) Any dispute within the scope of and governed by the **APPRAISAL** clause, above.

2. APPRAISAL:

If the Insured and the Company disagree on the value of the property or the amount of **LOSS***, either may make written demand for an appraisal of the **LOSS***. In this event, each party will select a competent and impartial appraiser within **twenty one (21)** days after receiving a written request from the other. The two appraisers will select an umpire. If they cannot agree upon an umpire within **fifteen (15)** days, either may request the selection by a judge of a court having jurisdiction. The appraisers will then appraise the **LOSS***, stating separately the value of the property and the amount of **LOSS*** to each item. If they fail to agree, they will submit their differences to the umpire. A decision in writing, so itemized, of any two will be binding. Each party will pay its chosen appraiser and bear the other expense of the appraisal and umpire equally. If there is an appraisal, the Company will still retain the right to deny the claim.

3. ASSIGNMENT:

Except in the event of an authorized assignment under the Bankruptcy Act or a change of title by succession, operation of law or death, the Named Insured agrees not to transfer any legal rights or interests in the policy without the Company's written consent.

4. OBSERVANCE OF CONDITIONS:

The due observance and fulfillment of the terms and conditions of this policy by the Insured, insofar as they relate to anything to be done or complied with by them, shall be a condition precedent to any liability of the Company to make payment for **LOSS*** under this policy.

5. BANKRUPTCY OR INSOLVENCY:

Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations under this policy.

6. BRANDS & TRADEMARKS:

In case of **LOSS*** by an insured peril to **PROPERTY INSURED*** bearing a brand, trademark or label, the Company may take all or any part of the property at any agreed or appraised value. If so, the Insured may, at their own expense:

- (1) Stamp salvage on the property or its container, if the stamp will not physically damage the property; or
- (2) Remove the brand, trademark or label, if doing so will not physically damage the property. The Insured must re-label the property or its container to comply with the law.

7. CLAIM AGAINST TRANSIT CARRIER AND/OR BAILEE:

No claim for **LOSS*** during transit shall be payable hereunder until the Insured has filed a claim with and made reasonable efforts to secure payment from the transporting carrier and the carrier has denied liability.

8. CONFLICT OF WORDING:

The conditions contained in this coverage form shall supersede those of the printed conditions to which this form is attached, wherever the same may conflict. Where there is a conflict between the coverage form and the printed conditions of this policy, the conditions of the specific section shall prevail.

9. CONTRIBUTING INSURANCE:

Permission is granted for other policies written upon the same terms, exclusions, limitations and conditions as those contained herein. This policy will contribute to the total of each **LOSS*** otherwise payable herein to the extent of the participation of this policy in the total limit of liability as provided by all policies written upon the same terms, exclusions, limitations and conditions as those contained in this policy.

10. COVERAGE TERRITORY:

While located at the location of the insured project and while in transit within and / or offsite storage within the fifty (50) states comprising the United States of America, and within the District of Columbia including the territorial coastal waters of any of the foregoing.

11. DUPLICATE COVERAGE:

No claim for **LOSS*** resulting from **FLOOD*** or **NAMED WINDSTORM*** will result in payment under both coverages.

12. EXCESS INSURANCE:

Permission is granted for the Insured to have excess insurance over the limit of liability set forth in this policy without prejudice to this policy, nor will the existence of such insurance, if any, reduce any liability under this policy. Any other insurance that would have provided primary coverage in the absence of this Policy will not be considered excess.

13. IN THE EVENT OF LOSS*:

(1) You must see that the following are done in the event of **LOSS*** to **PROPERTY INSURED***:

- (i) Notify the police if a law may have been broken.
- (ii) Give us prompt notice of the **LOSS***. Include a description of the property involved.
- (iii) As soon as possible, give us a description of how, when and where the **LOSS*** occurred. Take all reasonable steps to protect the Property Insured from further damage, and keep a record of your expenses necessary to protect the Property Insured, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent **LOSS*** resulting from a cause of loss that is not covered under this policy. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (iv) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (v) As often as may be reasonably required, permit us to inspect the property proving the **LOSS*** and examine your books and records.
- (vi) Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (vii) Send us a signed, sworn proof of loss containing the information we request to investigate the claim.

You must do this within 60 days after our request. We will supply you with the necessary forms.

(viii) Cooperate with us in the investigation or settlement of the claim.

- (a)** We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- (b)** After **LOSS*** to **PROPERTY INSURED***, there can be no abandonment of the **PROPERTY INSURED*** without the consent of the Company.

14. INCREASED HAZARD:

If the circumstances in which this insurance was entered into shall be altered or if the risk shall be materially increased, the Insured shall as soon as possible give notice in writing to the Company.

15. INSPECTION & AUDIT:

While this policy is in effect, the Company can, at any reasonable time, inspect the **PROPERTY INSURED*** and operations. However, neither the Company's inspection nor any report thereof can serve as any representation that the **PROPERTY INSURED*** or operations are safe or healthful, or that they comply with any law, rule or regulation.

With respect to an adjustment of a claim books and records will be kept by the Insured in such a manner that the total project cost of the work and the exact amount of any **LOSS*** covered by this policy can be accurately determined. The Company may examine and audit the Insured's books and records at any reasonable time during the policy period and within one year after the final termination of the policy, as long as they relate to the subject matter of this policy.

16. MISREPRESENTATION & FRAUD:

This policy shall be void if the Insured has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof, or in case of any fraud, attempted fraud or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a **LOSS***.

17. MORTGAGE HOLDERS:

- (1)** **LOSS*** to the **PROPERTY INSURED*** under this policy will be payable to the mortgagee (or trustee) as named in this policy or on an ACORD Certificate of Insurance issued to confirm coverage under this policy, as their interest may appear, under all present or future mortgages upon the property insured in which the aforesaid may have an interest as mortgagee (or trustee) in order of precedence of said mortgages and this insurance, as to the interest of the mortgagee (or trustee) only therein, will not be invalidated by any act or neglect of the mortgagor or owner of the property insured, or by any foreclosure or other proceedings or notice of sale relating to the property insured, nor by any change in the title or ownership of the property insured, nor by the occupation of the **INSURED PROJECT*** for purposes more hazardous than are permitted by this policy, provided, that if the mortgagor or owner neglects to pay any premium due under this policy, the mortgagee (or trustee) will, on demand, pay the same.
- (2)** Provided also that the mortgagee (or trustee) will notify the Company of any change in ownership, occupancy or increase in hazard which becomes known to them and, unless permitted by this policy, it will be noted thereon and the mortgagee (or trustee) will, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy will be null and void.
- (3)** The Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy will continue in force for the benefit of the mortgagee (or trustee) for ten (10) days after notice to the mortgagee (or trustee) of such cancellation and will then cease, and the Company will have the right, on like notice, to cancel this agreement.

Whenever the Company will pay the mortgagee (or trustee) any sum for **LOSS*** under this policy and will claim that, as to the mortgagor or owner, no liability therefore existed, the Company will, to the extent of such payment, be thereupon legally subrogated to all rights of the party to whom such payment will be made, under all securities held as collateral to the mortgage debt or may, at its option, pay to the mortgagee (or trustee) the whole principle due or to grow due on the mortgage with interest, and will thereupon receive a full assignment and

transfer of the mortgage and of all such other securities; but no subrogation will impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

18. NO BENEFIT TO BAILEE:

No person or organization, other than an insured, having custody of **PROPERTY INSURED*** will benefit from this policy.

19. OTHER INSURANCE:

Except as stated in **CONTRIBUTING INSURANCE** and **EXCESS INSURANCE** above, if there is other collectible insurance, this policy will cover as excess insurance and will not contribute with such other insurance.

20. PAIR & SET:

(1) In the event of **LOSS*** to any insured article or articles which are part of a pair or set, the measure of loss or damage to such article or articles will be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event will such **LOSS*** be construed to mean total loss of the pair or set; or

(2) In the event of **LOSS*** to any part of **PROPERTY INSURED*** consisting, when complete for use, of several parts, the Company will only be liable for the value of the part lost or damaged.

21. PARTIAL LOSS:

The Company hereby grants permission to repair any partial damage to the **PROPERTY INSURED*** which can be conveniently and advantageously undertaken by the Insured. The Company will reimburse the Insured who has suffered the **LOSS*** for the actual cost of such repairs, subject always to the applicable deductible and limits of liability stated in the Declarations. Nothing in this clause shall be deemed to have waived the requirement that notice of loss be given forthwith to the Company as provided in this policy.

22. PROTECTION OF PROPERTY:

The Insured will take reasonable and necessary steps to protect, recover or save the **PROPERTY INSURED*** and minimize any further or potential **LOSS*** when the **PROPERTY INSURED*** is in imminent danger of sustaining **LOSS*** from:

- (1) **NAMED WINDSTORM***, **WINDSTORM*** or other related perils, but only when the potential for the same to occur has been forecasted by the National Weather Service or similar recognized weather forecast service(s);
- (2) **FLOOD***, but only when the potential for the same to occur has been forecasted by the National Weather Service or the U.S. Army Corps of Engineers;
- (3) Fire;

The acts of the Insured or the Company in protecting, recovering or saving the property insured will not be considered a waiver or an acceptance of abandonment. The Insured and the Company will bear the expense incurred proportionate to their respective interests.

The foregoing shall not serve to increase the Limit of Liability stated in the Declarations and shall be subject to the deductible provisions of the policy.

23. RECOVERY OR SALVAGE:

Any recovery or salvage excluding proceeds from subrogation and other insurance recovered or received after a loss settlement under this policy or any recovery from surety ship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company will apply as if recovered or received prior to the loss settlement and the **LOSS*** will be readjusted accordingly.

24. REINSTATEMENT:

With the exception of **LOSS*** caused by perils or coverage which is subject to an aggregate limit, any **LOSS*** hereunder will not reduce the amount of this policy.

25. STATUTES:

If any Article(s) herein stated conflict with the laws or statutes of any jurisdiction within which this policy applies, such Article(s) are hereby amended to conform to said laws or statutes.

26. SUBROGATION:

If the Company pays a claim under this policy, it will be subrogated, to the extent of such payment, to all the Insured's rights of recovery from other persons, organizations and entities. The Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The Company will have no rights of subrogation against:

- (1) Any person or entity, which is a Named Insured or an Additional Insured, as referenced in the Policy Declarations;
- (2) Any other person or entity, which the Insured has waived its rights of subrogation against in writing before the time of **LOSS***;

Notwithstanding the foregoing, it is a condition of this policy that the Company shall be subrogated to all the Insured's or Additional Insured(s)' rights of recovery against:

- (1) any Architect or Engineer, whether named as an Insured or not, for any loss or damage arising out of the performance of professional services in their capacity as such and caused by an error, omission, deficiency or act of the Architect or Engineer, by any person employed by them or by any others for whose acts they are legally liable, and;
- (2) any manufacturer or supplier of machinery, equipment or other property, whether named as an Insured or not, for the cost of making good any loss or damage which said party has agreed to make good under a guarantee or warranty, whether expressed or implied.

The Insured will act in concert with the Company and all other interest concerned in the exercise of such rights of recovery. The Insured will do nothing after a loss to prejudice such rights of subrogation. If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the costs of recovery, will accrue first to the Company. Any excess of this amount will be remitted to the Insured. If there is no recovery, the interests instituting the proceedings will bear the expense of the proceedings proportionately.

27. SUIT AGAINST THE COMPANY:

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes, or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service or process in such suit may be made upon Counsel,

IF PROJECT IS LOCATED IN THE STATE OF CALIFORNIA:

FLWA Service Corp, c/o Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, California, 94104-1520

IF THE PROJECT IS LOCATED IN ANY STATE OTHER THAN CALIFORNIA:

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

or his or her representative, and that, in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or

any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

No suit, action or proceeding against the Company or this policy for the recovery of any claim will be sustainable in any court of law or equity unless the Insured will have fully complied with all the requirements of this policy. The Company agrees that any action or proceeding against it for recovery of any **LOSS*** under this policy will not be barred if commenced within **(12) twelve** months after the **OCCURRENCE*** become known to the Insured unless a longer period of time is provided by applicable statute.

28. TITLES OF PARAGRAPHS:

The several titles of the various paragraphs of this form and endorsements attached to this policy are inserted for reference and shall not be deemed in any way to affect the provisions to which they relate.

29. UNDERLYING INSURANCE:

Permission is given for the Insured to purchase insurance on all or any part of the deductible(s) or perils of this policy. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this policy. If the limits of liability of such other insurance are greater than this Policy's applicable deductible, this Policy's insurance will apply only after such other insurance has been exhausted.

30. VALUATION:

At the time and place of **LOSS***, the basis of adjustment of a claim, unless otherwise endorsed herein, shall be as follows:

- (1) Property Under Construction** – Cost to repair or replace the property lost or damaged at the time and place of **LOSS* LOSS*** with material of like kind and quality less betterment including contractor's profit and overhead and including owner's indirect expenses to the extent declared as part of the **TOTAL COMPLETED VALUE***, but in no event to exceed the Limit of Liability; if not so replaced then loss shall be settled on the basis of Actual Cash Value with proper deduction for depreciation;
- (2) Property Of Others** (Including Items Supplied by the Owner) - at owner's cost or other actual cash value, whichever is greater, including the contractor's charges;
- (3) Temporary Works** - Cost to repair or replace the property lost or damaged with material of like kind, quality and condition but in the event not replaced recovery will not exceed Actual Cash Value;
- (4) Plans, Blueprints, Drawings, Renderings, Specifications or Other Contract Documents and Models** – At the cost to reproduce the property with other property of like kind and quality including the cost of gathering or assembling information from back up data if replaced, or if not replaced, at the value of blank material;
- (5) Trees, Shrubs, Plantings and Landscaping** - At cost to replace with property of like kind, quality and size plus the proper proportion of labor expended if such damage occurs after installation.
- (6) Property In Transit** – The invoice cost plus accrued shipping charges less shipper's liability, if any.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **Endorsement #:** 1
* THIS INFORMATION IS COMPLETED ONLY WHEN THIS ENDORSEMENT IS ISSUED SUBSEQUENT TO PREPARATION OF THE POLICY.

Company Name* : As Per Schedule of Insurers	Policy Number:	CSN0010727
Named Insured* : Town of Golden Beach	Policy Effective Date:	08/06/2021
Producer* : Wholesales Trading Insurance Services, LLC	Endt. Effective Date:	08/06/2021

CYBER LOSS LIMITED EXCLUSION

- I. The following exclusion is added to Part B- EXCLUSIONS AND LIMITATIONS, 1. EXCLUSIONS:
- y. Cyber loss meaning:
- (1) any **LOSS***, damage, liability, expense, fine or penalties, or any other amount directly or indirectly caused by:
 - A. the authorized or unauthorized use, access, or operation of any **COMPUTER SYSTEM*** or **COMPUTER NETWORK*** including **ELECTRONIC DATA***;
 - B. any threat of or any hoax relating to y. (1) A. above;
 - C. any denial of service attack which disrupts, prevents, or restricts access to or use of any **COMPUTER SYSTEM***, or otherwise disrupts its normal functioning or operation;
 - (2) any **LOSS*** of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **COMPUTER SYSTEM***; or
 - (3) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **ELECTRONIC DATA***, including any amount pertaining to the value of such **ELECTRONIC DATA***.

Such Cyber loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **LOSS***. However, if fire and/or explosion is not excluded from this policy and a fire or explosion arises directly or indirectly from any of the events described in this exclusion, any **LOSS*** to **PROPERTY INSURED*** covered under this policy arising directly from that fire or explosion is insured, subject to the provisions of this policy.

- II. Solely for purposes of this endorsement, the following definitions are added to PART C – DEFINITIONS:

COMPUTER SYSTEM* means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

COMPUTER NETWORK* means a group of **COMPUTER SYSTEMS*** and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet, and virtual private networks (VPN), allowing the networked computing devices to exchange **ELECTRONIC DATA***.



Authorized Representative

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **Endorsement #:** 2
* THIS INFORMATION IS COMPLETED ONLY WHEN THIS ENDORSEMENT IS ISSUED SUBSEQUENT TO PREPARATION OF THE POLICY.

Company Name* : As Per Schedule of Insurers	Policy Number: CSN0010727
Named Insured* : Town of Golden Beach	Policy Effective Date: 08/06/2021
Producer* : Wholesales Trading Insurance Services, LLC	Endt. Effective Date: 08/06/2021

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



Authorized Representative

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **Endorsement #:** 3
* THIS INFORMATION IS COMPLETED ONLY WHEN THIS ENDORSEMENT IS ISSUED SUBSEQUENT TO PREPARATION OF THE POLICY.

Company Name* :	As Per Schedule of Insurers	Policy Number:	CSN0010727
Named Insured* :	Town of Golden Beach	Policy Effective Date:	08/06/2021
Producer* :	Wholesales Trading Insurance Services, LLC	Endt. Effective Date:	08/06/2021

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

A handwritten signature in blue ink, appearing to read "P. Anderson", is written over a horizontal line.

Authorized Representative

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2759.21 – Proposed Millage Rate, Voted Millage
Rate and Budget Hearing Dates

Item Number:

11

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2760.21 as presented.

Background:

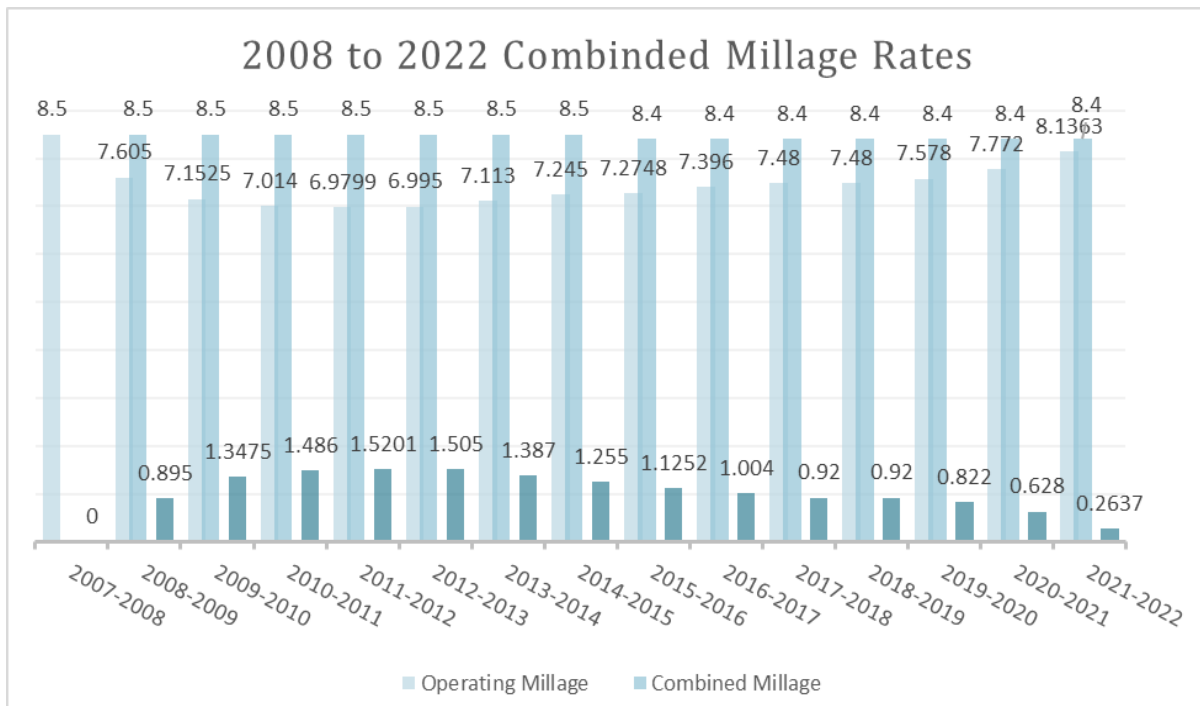
The Administration is recommending a total combined millage rate for the Town of Golden Beach that would not exceed 8.4000 mills **for the TRIM (Truth In Millage) notice.**

When I present our budgets at the September 13, 2021 and September 27, 2021 budget hearings, it will continue our focus of 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.

The Town’s Millage

The Town’s assessed values of \$1,195,352,529 is the highest it has ever been, and is a strong indication that our community continues to be a highly sought after place to live and solid investment for our residents. The Town has seen an unprecedented number of new pending sales indicating strength in our real estate market.

I recommend that the Town’s combined millage rate 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 8.1363 operating millage, which at 95% will generate \$9,239,459 for the General Fund Budget, is \$530,580 more than the current fiscal year, where our ad valorem portion of the operating budget was approved at \$8,708,879.

The Proposed Millage Rates for Fiscal Year 2021-2022 are:

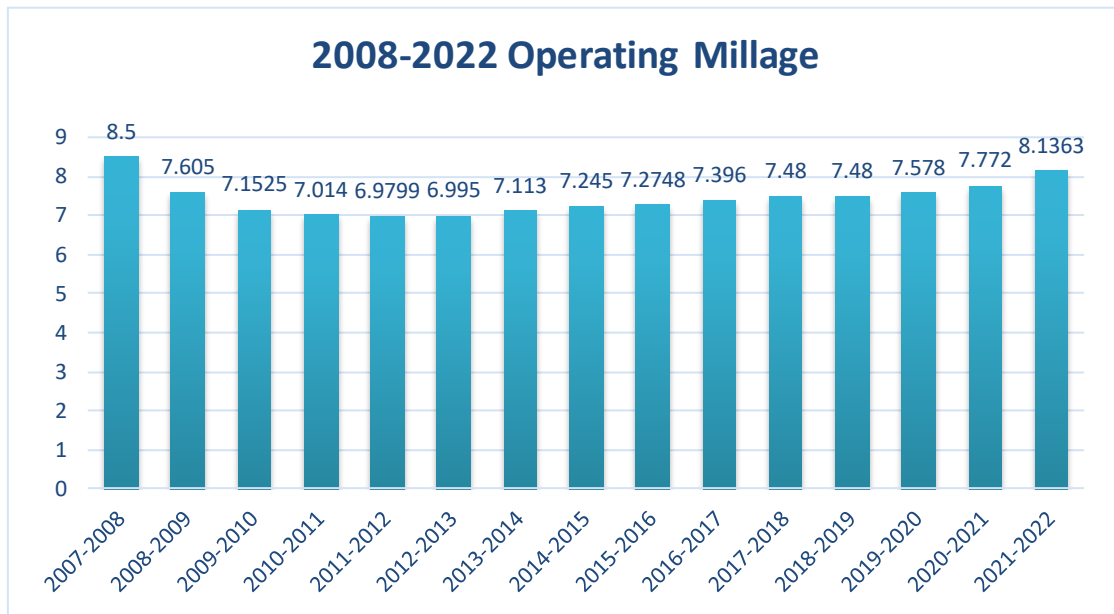
General Operating	8.1363 (7.7720 last year, 0.3643 increase)
Voted Debt Service	.2637 (.6280 last year, 0.3643 decrease)
Total	8.4000

Year	Assessed Value	Operating Millage	Ad Valorem Revenues
2007-2008	705,403,202	8.5	\$5,995,927
2008-2009	727,052,005	7.605	\$5,529,230
2009-2010	712,373,295	7.1525	\$5,095,250
2010-2011	644,237,679	7.014	\$4,518,683
2011-2012	630,682,606	6.9799	\$4,402,101
2012-2013	633,839,127	6.995	\$4,433,704
2013-2014	688,604,864	7.113	\$4,898,046
2014-2015	760,202,266	7.245	\$5,507,665
2015-2016	848,449,766	7.2748	\$5,863,687
2016-2017	952,564,565	7.396	\$7,045,168
2017-2018	1,035,263,421	7.48	\$7,743,770
2018-2019	1,095,765,448	7.48	\$8,196,325
2019-2020	1,160,543,438	7.578	\$8,794,598

2020-2021	1,179,521,503	7.772	\$9,167,241
2021-2022	1,195,352,529	8.1363	\$9,725,747

** State law permits that we budget only 95%, thus, \$9,239,459 is available for budgeting purposes

Although the Town's assessed values did not grow at the anticipated pace, the Town's total taxable assessed value grew to \$1,195,352,529, and is the highest it has ever been. This is still a strong indication that our community continues to be a highly sought after and solid investment for our residents.

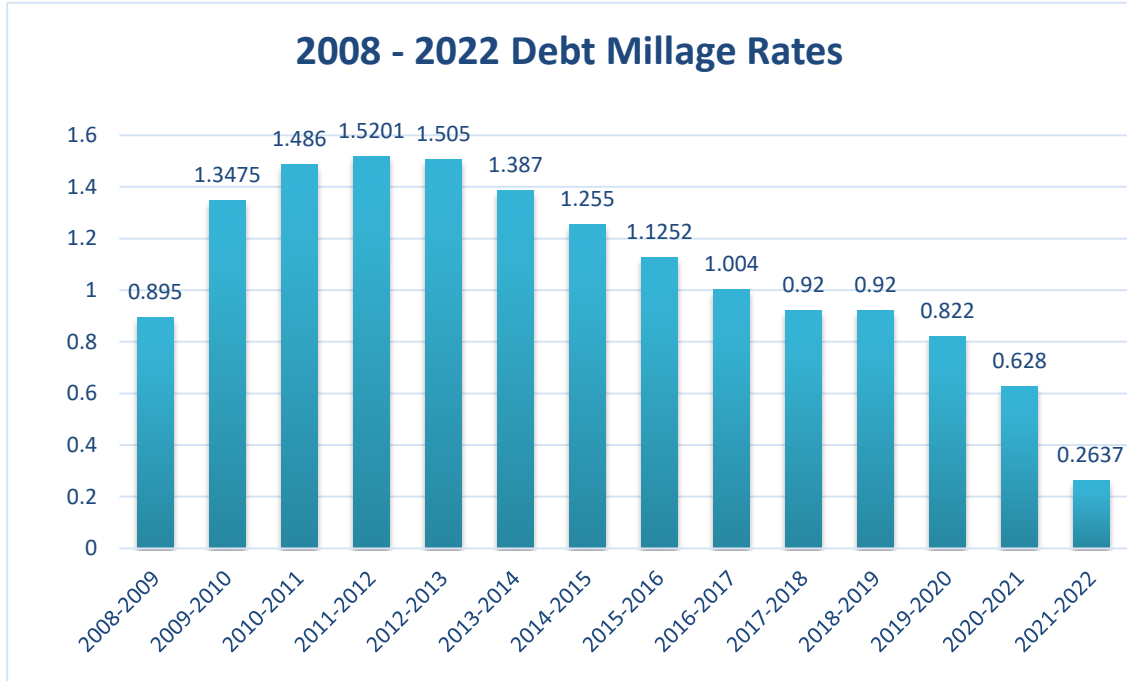


General Obligation Debt Service Fund

The Fiscal Year 2021/2022 Budget calls for the use of Debt Service Fund reserves to offset the slower than expected growth to our assessed values. Although the Town's millage will sit at a combined 8.4 mills, the manner in which the tax dollars will be allocated has been adjusted, mainly by decreasing the Debt Service Fund millage for one year from .6280 to .2637, which will allow us to increase the General Fund millage from 7.772 to 8.1363. This one-year manipulation of the millage rates will increase revenues to the General Fund.

Year	Assessed Value	Debt Millage	Ad Valorem Revenues
2008-2009	727,052,005	0.895	\$618,175
2009-2010	712,373,295	1.3475	\$911,926
2010-2011	644,237,679	1.486	\$909,470
2011-2012	630,682,606	1.5201	\$910,765
2012-2013	633,839,127	1.505	\$906,231
2013-2014	688,604,864	1.387	\$907,340
2014-2015	760,202,266	1.255	\$906,351
2015-2016	848,449,766	1.1252	\$906,941
2016-2017	952,564,565	1.004	\$908,556
2017-2018	1,035,263,421	0.92	\$952,442

2018-2019	1,095,765,448	0.92	\$957,699
2019-2020	1,160,543,438	0.822	\$906,268
2020-2021	1,179,521,503	0.628	\$740,739
2021-2022	1,195,352,529	0.2637	\$315,214



The Town has maintained our combined millage at 8.4 mills since FY 2015/2016, and we are committed to continue doing so.

The tentative millage will support our:

Strategic Priorities Moving Forward

While every aspect of the Town’s Services is important, this coming year we will focus on some core areas: Public Safety/Security, Capital Projects and Infrastructure.

Organizational Excellence & Financial Stability

- Maintain efficient and responsive government, which embraces the highest standards of service and citizen engagement and commits to the goals of the strategic plan.

Security and Safety

- We will continue our initiative that maintains the standard of police service and enhanced safety for all residents, employees and guests.

Recreation and Infrastructure

- Continue to provide a high standard of parks and infrastructure to best serve the community and plan for future demands, as Golden Beach’s needs change. In addition, we will continue to maintain the highest quality of resident recreational activities, by continuing to offer the most successful and highly attended events.

Residential Character and Community Enhancement

- Maintain the appearance of the Town and the quality of life for residential living by preserving the streetscape, minimizing impacts from development, protecting the caliber of our facilities, and planning for the future needs of our community.

Our Capital Projects goals are never quite finished, and this is why we will continue to look for the necessary resources to meet future projects. Left on our list (in no particular order):

- Complete Re-Design of a new Tweddle Park
- The Wellness Center
- Renovation of the Auxiliary Building
- Wall at Massini Avenue
- Proximately Detectors and Cameras on the Intercostal and Ocean
- Increasing the crown of the road on Golden Beach Drive
- Beach Pavilion Modernization
- A-1-A Tree Lighting Replacement

We will work to identify funds for these projects without raising taxes, looking for grants, and minimizing costs.

This tentative millage allows us to prepare a budget that takes care of the needs and services of residents in the here and now, while looking ahead and anticipating how we will meet these requirements in the future. I continue to be enthusiastic about the Town's future. You have my personal commitment that we will make the Town proud of our continued dedication to the heritage and tradition of Golden Beach, and that we are an organization you can trust and believe in, and one you can admire for the good that we do and the future direction towards which we steer.

Our Strategic Goals

Our strategic goals remain the same and these four guide the Town's activities, including preparation of the annual operating budget. These goals align the financial decisions included in the annual budget and Capital Improvement Program (CIP) to the services provided by the Town.

Goal #1: Town Services – Ensure that town services assist in creating a superior quality of life and a safe atmosphere where people desire to work, live, and enjoy the Town's amenities.

Goal #2: Fiscal Responsibility – Provide exceptional value for community-provided resources and strive for long-term financial balance in the Town's operational and capital activities.

Goal #3: Reinvestment – Promote and support efforts to improve our island community to continue the Town's reputation as a safe and friendly community.

Goal #4: Sense of Community – Celebrate Golden Beach's heritage and history to enhance the sense of community, pride and quality of life for residents.

Fund Balance/Reserves

At the end of the 2019-2020 fiscal year the Town's General Fund Balance sat at a very strong **\$3,627,364.**

In an effort to better understand the Town's General Fund Balances and how we intend to allocate funds to the 2021-2021 Budget, here is a breakdown of the allocations:

Long Term Stormwater Fund Receivable	\$2,014,710.00
Assigned to Building Department Reserve	\$ 420,000.00
Unassigned	\$1,192,654 .00
General Fund as stated in the FY' 2020 final audit	\$3,627,364.00
FY'2021 Budget Allocated for CIP	\$1,000,000.00
<u>FY' 2021 Budget Savings anticipated</u>	<u>\$ 400,000.00</u>

Anticipated Fund Balance for the FY '2021 Audit \$5,027,364.00

Allocated to the FY' 2022 General Fund Budget	-\$ 430,000.00
Allocated to the FY' 2022 CIP Fund	-\$1,170,000.00

Proposed Fund Balance \$3,427,364.00

Owed to the General Fund Due from Storm Water Fund	-\$2,014,710.00
Assigned to Building Department	-\$ 420,000.00

Un-assigned Fund Balance Available \$ 992,654.00

Note to reader: At the time of this report, these are projections based on anticipated increases and expenditures.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2759.21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2021-2022 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, 2021, 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 2021 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 8.1363 mills and .2637 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 8.1363 mills and .2637 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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 31st day August, 2021.

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 31, 2021

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2760.21 – Supporting changes to the First Floor Finished Elevations, Seawall Height and Certification of existing Seawalls with a Construction Life of 15 Years or more.**

Item Number:

12

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2760.21 as presented.

Background:

Like all coastal communities, the Town has a low elevation, near sea level, and this can cause drainage challenges and flooding from heavy rainfall, high tides, and storm surge. As such, we have an obligation to our community to prepare for the many challenges that we will face as a community as it relates to climate change and sustainability issues.

This summer the Town held a series of meetings and a symposium with all stakeholders that serve the Town on these related topics. We also created the Golden Beach Resilience Team, comprised of the Town's engineers and in-house CIP and Building & Zoning staff. The Resilience Team has been tasked with research and identification of the proper methodology to prepare the Town for Sea Level Rise and tidal flooding in the coming years.

To prepare for the challenges we will face, we are investing in our Town through incremental adaptation and the changes to the proposed Land Use Zoning Codes that will benefit the community as a whole.

Should you support this resolution, we will prepare for your consideration an Ordinance to implement the following changes:

1. Raising the First Floor Finished Elevation for new construction to be at 9.5' NAVD 88 in Zones Two and Three, where it is currently no higher than two feet above the minimum permitted elevation.

2. Standardizing the height for seawalls by eliminating the minimum 3.425 height and requiring that all seawalls be at the maximum height currently listed in the code at 4.425 NAVD 88.

3. To require all seawalls within the community with a construction life of 15 years or more to be certified by an Engineer that the seawall is in good condition and require repairs as needed.

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2760.21

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, TO MODIFY THE TOWN'S EXISTING CODES RELATIVE TO 1. INCREASING THE FIRST FLOOR FINISHED ELEVATIONS IN ZONES 2 AND 3 TO 9.5' NAVD 88. 2. REQUIRE THAT ALL SEAWALL MODIFICATIONS TO BE CONSTRUCTED AS ONE STANDARD SEAWALL HEIGHT OF 4,425 NAVD 88, AND 3. THAT ALL SEAWALLS WITH A CONSTRUCTION LIFE AGE OF 15 YEARS OR MORE TO BE CERTIFIED BY AN ENGINEER AS TO ITS' CONDITION AND TO REQUIRE REPAIRS TO BE MADE.

WHEREAS, the Town of Golden Beach is moving forward to address sea level rise in a multi-faceted fashion. The Town is currently looking at policy changes that spur adaptation on private property by reviewing existing planning and zoning codes to make adjustments as needed. These changes will strengthen the economic foundation necessary for a thriving community such as Golden Beach as it relates to Resilience; and

WHEREAS, Resilience is the capacity for individuals, institutions, and systems within a community to survive, adapt, and grow no matter what kinds of chronic stresses and shocks we experience. **SHOCKS** are sudden sharp events that could threaten a community such as hurricanes, coastal flooding, infrastructure failures, cyber-terrorism, and disease outbreak. **STRESSES** weaken the fabric of a community on a daily or cyclical basis such as rising sea levels and coastal erosion. These are issues well known in our region and through resilience planning the Town of Golden Beach will ensure that they are each are addressed within our existing and future actions; and

WHEREAS, the Town of Golden Beach wishes to modify Article III District Regulations, and Town Code Sections 66-69.2 Zone Two and 66-69.3 Zone Three, and 66-101 House and Garage Floors, to require and establish an increase to the First

Floor Finished Elevation “FFE” to be at 9.5’ NAVD 88 in Zones 2 and 3 to allow for future consequences of sea level rise and coastal erosion; and

WHEREAS, the Town of Golden Beach wishes to modify Town Code Section 46-85 Height of Seawalls and docks and extension of dock decks, to eliminate the minimum seawall height requirement of 3.425’ NAVD 88’ and to require all seawalls to have a maximum height of 4.425’ NAVD 88’ allowing for conformity in the height of all seawalls within Zone 3; and

WHEREAS, the Town of Golden Beach wishes to modify Town Code Section 46-86 - Application of article and nonconforming seawalls to modify and add a section to require all seawalls with a construction life of 15 years or more be required to provide scientific and engineering evidence that the seawall is in good condition and to require a report, to be signed and sealed by an engineer and shall include 1) the overall seawall condition; 2) the determination of the likely remaining design life; 3) any recommendations for the repairs currently needed for the seawall and for a long term repair basis; and 4) the current height of the elevation of the top of the seawall cap which such measurement shall be made in accordance with NAVD-88 guidelines, and requiring that all deficiencies noted in the report shall be corrected within a time period to be specified, this includes raising the seawall cap if it is not in accordance to NAVD-88 requirements; and,

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

Section 2. Authorization The Town Council hereby authorizes the Town Manager to take any and all steps necessary to effectuate the intent and purpose of the Resolution.

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

Sponsored by Administration.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 31st day August, 2021.

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 31, 2021

To: Town Council Members

From: Honorable Glenn Singer
Town Mayor

Item Number:

13

Subject: Resolution No. 2761.21- Approval of an Amendment to the Town's Manager's Employment Agreement

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2761.21 as presented.

Background:

Alexander Diaz has been serving as our Town Manger since his appointment in March of 2007. He is currently the longest consecutively serving City Manager in Miami-Dade, and Broward County.

During his tenure, the Town has realized significant improvements in both the values of our community and the infrastructure of our Town. In a little less than 14 years, the manager has been able to leverage a \$14.5 million dollar General Obligation Bond to execute and deliver over \$53-million dollars in capital projects.

Just this past summer, our Manager has leveraged and secured an additional \$1.6-million dollars for projects and programming for our Town.

He has been able to do so all while lowering the Towns millage rate, increasing our services, retaining staff and investing in our infrastructure.

The list of the Manager's accomplishments are too great to list individually but there is no doubt that through his leadership the Town has developed into the most sought after community that it is today.

The Manager's employment contract expired this past year. After considering his request and negotiating (down (a considerable amount)) some of the terms he was seeking, we were able to agree to the concessions found in the attached Amendment.

Page 2 of 2

MEMO RESO 2761.21

RE: Town Manager Second Contract Amendment

Although some will say that the Manger's contract is generous, no one knows better than I the level of commitment, professionalism, expertise and sacrifice that Alexander has given to our Town. Alexander truly cares about Golden Beach, and with this amendment, he will have spent his career and prime years with our Town.

Fiscal Impact:

The Amendment provides for annual salary increases, a consolidation of bonus, and makes some changes to the benefits and terms as enumerated in the attached Employment Agreement Amendment.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2761.21

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alexander Diaz is employed by the Town of Golden Beach (the "Town") as Town Manager pursuant to an Employment Agreement effective from and after November 10, 2010 (the "Agreement"); and

WHEREAS, the Town Council and the Town Manager wish to amend the Agreement by entering into the Second Amendment to Town Manager's Employment Agreement attached hereto as Exhibit "A" to this Resolution.

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

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

Section 2. Approval. The Town Council approves the Second Amendment to Town Manager's Employment Agreement attached hereto as Exhibit "A."

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

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 31st day August, 2021.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT
TOWN MANAGER**

This Second Amendment to Employment Agreement (“the Second Amendment”) is made and entered into this _____ day of _____, 2021, between the Town of Golden Beach, a Florida municipal corporation, (the “Town”) and Alexander Diaz (the “Employee”).

RECITALS

WHEREAS, Section 5.01 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town; and

WHEREAS, the Town Council entered into an Employment Agreement (the “Agreement”) engaging the services of the Employee as the Town Manager and the Employee accepting this employment; and

WHEREAS, the Town and the Employee wish to revise the Agreement to address the Employee’s compensation for the following five (5) years, the retirement benefits multiplier for credited years of service, and the length of notice preceding a resignation.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the Town and the Employee agree as follows:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement Amended: That Sections 4, 5.3, 5.4 and 9.4 of the Agreement are hereby amended to read as follows:

4. In the event that the Employee voluntarily resigns his position, the Employee shall give the Town at least forty-five (45) days written notice prior to the effective date of such resignation. If the Employee voluntarily resigns, the Employee shall not be entitled to receive Severance Pay unless otherwise agreed to by the parties. However, the employee shall be entitled to accrued vacation, accrued sick leave, and floating holiday time as of the date of resignation.

5.3 In addition to salary increases granted pursuant to subsection 5.2, the Employee shall receive the following annual increases upon the Town Council’s approval pursuant to the terms of Section 6 of this Agreement: seven and one half percent (7.5%), effective October 1, 2021; five percent (5%), effective October 1, 2022; five percent (5%), effective October 1, 2023; five percent (5%), effective October 1, 2024; and zero percent (0%), effective October 1, 2025. Except for the increase provided upon the adoption of this Amendment, the Town Council shall make its determination each year on or around the anniversary of this Second Amendment, but before the conclusion of the Town’s annual Budget Process.

5.4 The Employee may be entitled to an annual bonus of Forty Thousand Dollars and No Cents (\$40,000) at the sole discretion of the Mayor and Town Council; pursuant to section 6. If the Mayor and Town Council determine that the Employee is entitled to an annual bonus, such bonus shall be paid to the Employee on or before September 30th of that year; commencing with 2021.

9.4 The Employee’s monthly normal retirement benefit shall be an amount equal to a percent of Average Monthly Earnings based on the length of eligible Credited Service as follows:

Completed Years of Credited Service After Becoming a Plan Member	Normal Retirement Benefit as a Percentage of Average Monthly Earnings:
0-2 years in the Plan (11-12 years of Town service)	15% × Credited Service
3-4 years in the Plan (13-14 years of Town service)	3% × Credited Service
5-6 years in the Plan (15-16 years of Town service)	6% × Credited Service
After 7 years in the Plan (after 16 years of Town service)	3% × Credited Service

Section 3. Conflicts. To the extent that any inconsistency exists between the terms of this Second Amendment and the terms of the Employment Agreement and any prior amendments, the terms of this Second Amendment shall supersede and control. Terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement. Except as specifically amended in this Second Amendment and any prior amendment, the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Council in accordance with Resolution No. _____ passed on _____, has executed this Agreement the day and year first above written.

TOWN OF GOLDEN BEACH

By: _____
Glenn Singer, Mayor

ATTEST:

Lissette Perez,
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE TOWN OF GOLDEN BEACH ONLY:**

Stephen J. Helfman,
Town Attorney

TOWN MANAGER

Alexander Diaz

Date _____

EMPLOYMENT AGREEMENT TOWN MANAGER

THIS AGREEMENT (the "Agreement") is made and entered into between the Town of Golden Beach (the "Town") and Alexander Diaz (the "Employee"):

BACKGROUND

The Town wants to employ the services of Alexander Diaz as Town Manager and the Employee wishes to accept employment as the Town Manager under the terms and conditions set forth herein. The Town and the Employee desire to provide for certain procedures and requirements regarding the employment of the Employee by the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Employee agree to the following:

SECTION 1. DUTIES

The Town agrees to employ Alexander Diaz as Town Manager of the Town of Golden Beach to perform the duties and exercise the powers as prescribed by state law, the Town Charter and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Council from time to time.

SECTION 2. TERM AND COMMENCEMENT DATE

2.1 This Agreement shall have a term commencing on November 1, 2010 and ending on October 31, 2013, unless earlier terminated as provided in this Agreement.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute and unlimited right of the Town Council to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Agreement, and the obligation of the Town to provide the Employee with at least 30 days prior notice of termination.

SECTION 3. TERMINATION BY TOWN AND SEVERANCE PAY

3.1 If the Employee is terminated by the Town Council without cause during such time the Employee is willing and able to perform his duties under this Agreement, the Town agrees to pay the Employee a lump sum cash payment as set forth below ("Severance Pay"):

3.1.1 Six (6) months of his aggregate salary together with the pro-rata share of contributions under Section 9 of this Agreement if terminated during the first year of this Agreement.

3.1.2 Nine (9) months of his aggregate salary together with the pro-rata share of contributions under Section 9 of this Agreement if terminated during the second year of this Agreement .

3.1.3 Twelve (12) months of his aggregate salary together with the pro-rata share of contributions under Section 9 of this Agreement if terminated during the third year of this Agreement .

In such event, the Employee shall also receive payment for any and all accrued vacation, accrued sick leave, and floating holiday time in accordance with the Town's policies governing other general employees for the same time period provided for Severance Pay. Provided that Section 3.2 is not applicable, the Town shall also continue to provide medical coverage for the Employee for the same time period as required for Severance Pay, in the same manner and in the same amount as the Employee received at the time of termination, pursuant to subsections 10.1 and 10.3 below. Severance Pay shall be paid within 30 working days of termination. After the payments described above are made, the Town shall have no further financial obligation to Employee.

3.2 In the event the Employee is terminated with cause, including conduct unbecoming a public official, which shall include but not be limited to criminal conduct, the Town shall have no obligation to pay the Severance Pay designated in subsection 3.1 above. If the Employee's employment is terminated pursuant to this subsection, then the Town shall pay to the Employee only accrued vacation, accrued sick leave, and floating holiday time due to the Employee as of the date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Employee pursuant to this Agreement.

SECTION 4. TERMINATION BY EMPLOYEE

In the event that the Employee voluntarily resigns his position, the Employee shall give the Town at least sixty (60) days written notice prior to the effective date of such resignation. If the Employee voluntarily resigns, the Employee shall not be entitled to receive Severance Pay, unless otherwise agreed to by the parties. However, the Employee shall be entitled to accrued vacation, accrued sick leave, and floating holiday time as of the date of resignation.

SECTION 5. COMPENSATION

5.1 The Employee's salary shall be One-Hundred Fifty-Five Thousand Four Hundred and Five Dollars and No Cents (\$155,405.00) per year, which shall be payable in installments at the same time as other Town employees are paid.

5.2 The Employee shall be entitled to receive the same cost of living increases as are granted to other non-bargaining unit Town employees, as granted from and after November 1, 2010.

5.3 In addition to salary increases granted pursuant to subsection 5.2, during the second and third year of the Agreement, the Town Council may evaluate the performance of the Employee to determine any adjustment in annual salary and/or benefits at least once annually on or before the Town's annual Budget Process (September 2011 and September 2012) pursuant to the terms of Section 6 of this Agreement. Any additional adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation, but in no event will the Employee's salary be reduced below the annual salary provided for in Section 5.1 above.

5.4 The Employee may be entitled to an annual bonus of up to Twenty-Thousand Dollars and No Cents (\$20,000.00) at the sole discretion of the Mayor and Town Council. If the Mayor and Town Council determine that the Employee is entitled to an annual bonus, such bonus shall be paid to the Employee on or before September 30th of that year.

5.5 On February 1, 2011, the Employee will be entitled to a bonus payment of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for his performance in overseeing the successful completion of the Town's Capital Improvement Project ("CIP"). The granting of this bonus will be at the reasonable discretion of the Town Council and based upon the degree to which the Employee's personal efforts contributed to the timely and cost efficient completion of the CIP.

SECTION 6. PERFORMANCE EVALUATION

6.1 The Town Council may review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Town and the Employee. Said criteria may be added to or deleted from as the Town Council may from time to time determine, in consultation with the Employee.

6.2 Prior to the beginning of each fiscal year, the Town Council and the Employee may define such goals and performance objectives which they determine necessary for the proper operation of the Town and in attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations

provided.

6.3 In effecting the provisions of this section, the Town Council and the Employee mutually agree to abide by the provisions of applicable law.

SECTION 7. HOURS OF WORK

7.1 The Employee shall be classified as a full-time employee and must work a minimum of 40 hours per week. The Employee shall be on-call to handle Town emergencies. The Employee agrees to remain in the exclusive employ of the Town of Golden Beach and shall not accept any other employment during the term of this Agreement. Subject to the terms of this provision and applicable laws governing full-time employee's, the Town and the Town Mayor shall respect the Employee as a professional and shall allow him to manage his time within the terms of this provision. The Employee further agrees to devote that amount of time and energy which is reasonably necessary for the Employee to faithfully perform his duties under this Agreement.

7.2 The term "Employ" as used in Section 7.1 above, shall not be construed to include teaching, business (as related to active license(s) that the Employee has discussed and disclosed in the course of his hiring), writing, pro-bono activities, or consulting performed on time off, and all such activities shall be limited and subject to approval by the Mayor.

SECTION 8. AUTOMOBILE

The Employee shall be provided with an annual vehicle allowance of Thirteen Thousand Three Hundred and Forty Three Dollars and No Cents (\$13,343.00) during the Agreement term. The Employee shall be responsible for all maintenance, insurance, and other costs associated with his vehicle.

SECTION 9. RETIREMENT/DEFERRED COMPENSATION

9.1 The Town shall deposit regular contributions in an amount equal to the maximum employee contributions permitted by IRS regulations (which as of the date of this Agreement is Sixteen Thousand Five-Hundred Dollars and No Cents (\$16,500.00) annually) into the Employee's 401(k) Deferred Compensation Fund account with the International City Manager Association Pension Fund.

9.2 The Town shall contribute Seven Thousand Seven Hundred Dollars and No Cents (\$7,700.00) per year into the Employee's 457 Deferred Compensation Plan with the International City Manager Association Pension Fund. Said contribution shall be deposited in equal proportionate amounts on each pay period.

9.3 The Town shall contribute Eight Thousand Dollars and No Cents (\$8,000.00) per year into a Deferred Compensation plan or such other retirement plan or tax sheltered annuity program as may be designated by the Employee that complies with all Federal and State laws and regulations. Said contribution shall be deposited in equal proportionate amounts

monthly or quarterly as approved by the Mayor.

SECTION 10. INSURANCE

10.1 The Town shall provide the Employee with insurance benefits, including major medical, hospitalization, dental and optical insurance, in the same manner as provided to all other general Town employees. The Town shall be responsible for all costs associated with said coverage and shall pay 100% of all such Employee coverage from the provider offered by the Town.

10.2 The Employee shall also receive: (a) short-term and long-term disability insurance policies, with bridging, providing sixty-six percent (66%) of salary; and (b) term life insurance in the amount of the Employee's annual salary provided for in Section 5.1 above.

10.3 The Town shall make the required insurance premium payments for the Employee's insurance benefits outlined above.

SECTION 11. INDEMNIFICATION

Subject to applicable laws, the Town shall indemnify and defend the Employee against any tort, professional liability claim, demand or any other legal action (groundless or otherwise) arising out of an alleged act or omission occurring within the scope of the Employee's performance of his official duties as Town Manager, except for intentional acts or grossly negligent acts or omission, and except for acts outside the scope of his duties and responsibilities.

SECTION 12. VACATION, SICK LEAVE AND HOLIDAYS

12.1. Vacation. The Employee shall be entitled to four weeks of vacation per year, accrued in the same manner as other general employees. The Employee shall schedule vacation(s) at a time(s) approved by the Mayor.

12.2 Sick Leave. The Employee shall be entitled to two weeks of sick leave per year, accrued in the same manner as other general employees.

12.3 Administrative Leave. At the sole discretion of the Mayor, the Employee may be provided with up to forty (40) hours of paid administrative leave where such leave would have no adverse impact upon the operation of the Town government.

SECTION 13. PROFESSIONAL DEVELOPMENT

13.1 Subject to Town policy and state law, the Town agrees to pay the reasonable professional dues and subscriptions of the Employee necessary for his participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the Town. Employee shall not hold office in any local, state, regional or national

professional association or organization without prior approval of the Town Council.

13.2 Subject to Town policy and state law, the Town agrees to pay for the Employee's reasonable and customary travel and subsistence expenses for official travel, meetings, and seminars necessary to pursue professional, official or other Town functions, subject to the condition that all such travel and expenses must be pre-approved by the Mayor or the Town Council.

13.3 Subject to the Town Mayor's prior written approval, the Town agrees to pay for the Employee's reasonable and customary travel and subsistence expenses for those courses, institutes, and seminars that are necessary for professional development and for the good of the Employee in the performance of his Town duties.

13.4 The Town shall bear the full cost of any fidelity or other bond required of the Employee under any law or ordinance.

13.5 The Town recognizes that certain incidental out-of-pocket expenses of a non-personal and generally job affiliated nature (i.e. parking, tolls, etc.) may be incurred by the Employee and hereby agrees to reimburse or pay documented general expenses upon submittal of appropriate receipts approved by the Mayor.

SECTION 14. COMPUTER/EQUIPMENT

14.1 The Town shall pay for all equipment, systems software, and portable communications equipment necessary for the Employee, subject to prior written approval of the Town Mayor. This will include a computer (desktop) for the Employee's Town Hall office which shall remain the property of the Town. This shall also include a computer (laptop) system for the Employee's use while on Town Travel or from the Employee's residence for the purpose of performing Town business during non-office hours. Upon separation of service from the Town, the laptop equipment shall remain the property of the Town.

14.2 The Town shall provide the Employee portable communications equipment in the form of a Blackberry/cellular device and a mobile wireless air-card, subject to prior approval of the Town Mayor. The Employee will be allowed to secure service for this device under the Town communications plan or other plan approved by the Mayor, including employees' existing service plan. The device shall remain the Town's property upon the separation of service from the Town. The Employee, shall at his cost, be entitled to retain the phone numbers. The device and service shall be for Town business only, unless the service plan selected is for unlimited time.

SECTION 15. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Town
Town Mayor
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160

Employee
Alexander Diaz
700 N.E. 63rd Street
Penthouse D-5
Miami, Florida 33138

Town Attorney
Weiss, Serota, Helfman, Pastoriza & Guedes, P.L.
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, Florida 33134

SECTION 16. OTHER TERMS AND CONDITIONS

16.1 This Agreement supersedes any oral representation and/or other prior written agreements, including the Employee's prior employment agreement with the Town dated May 15, 2007, as amended on February 5, 2008.

16.2 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

16.3 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

16.4 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

16.5 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

16.6 This Agreement shall be governed by Florida law.

16.7 The parties waive the privilege of venue and agree that any litigation involving this Agreement shall take place in the Eleventh Judicial circuit in and for Miami-Dade County, Florida, or in Federal Court, the Court for the Southern District of Florida.

16.8 This Agreement shall be effective from and after November 1, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.



Attest:

[Signature]
Interim Town Clerk

Date: 12/3/2010

Approved as to Form:

[Signature]
Town Attorney

Date: 11.29.10

Town of Golden Beach

By: [Signature]
Mayor

Date: 11-22-2010

Employee:

[Signature]
Alexander Diaz

Date: 11.22.10

AMENDMENT TO EMPLOYMENT AGREEMENT
TOWN MANAGER

This Amendment to Employment Agreement (“the Amendment”) is made and entered into this 27 day of September, 2018, between the Town of Golden Beach, a Florida municipal corporation, (the “Town”) and Alexander Diaz (the “Employee”).

RECITALS

WHEREAS, Section 5.01 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town;

WHEREAS, the Town Council entered into an Employment Agreement (the “Agreement”) engaging the services of the Employee as the Town Manager and the Employee accepting this employment; and

WHEREAS, the Town and the Employee wish to revise the Agreement to address the Employee’s annual compensation for the following three (3) years, the provision of retirement benefits consistent with previously approved action taken by the Town Council and the modification of certain fringe benefits.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the Town and the Employee agree as follows:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement Amended: That Sections 5.3, 5.5, 8, 9.1, 14.1 and 14.2 of the Agreement are hereby amended to read as follows:

5.3 In addition to salary increases granted pursuant to subsection 5.2, the Employee shall receive the following annual increases upon the Town Council’s approval pursuant to the terms of Section 6 of this Agreement: five percent (5%) upon the adoption of this Amendment, zero percent (0%) in 2019 and five percent (5%) in 2020. Except for the increase provided upon the adoption of this Amendment, the Town Council shall make its determination each year on or around the anniversary of this Amendment, but before the conclusion of the Town’s annual Budget Process.

5.5 For Fiscal Years 2018, 2019 and 2020, the Employee will be entitled to an annual bonus payment of Fifteen Thousand Dollars and No Cents (\$15,000.00) for his performance in overseeing the

successful completion of the Town's Capital Improvement Project ("CIP"). The granting of this bonus will be at the reasonable discretion of the Town Council and based upon the degree to which the Employee's personal efforts contributed to the timely and cost efficient completion of the CIP.

8 The Employee shall be provided with an annual vehicle allowance of Thirteen Thousand Three Hundred and Forty Three Dollars and No Cents (\$13,343.00) during the Agreement term. The Town shall be financially responsible for all maintenance, insurance, and other costs associated with the Employee's vehicle, which is consistent with the Town's obligations relative to its take-home vehicle program/policy.

9.1 The Employee shall be a Member of the Town of Golden Beach Employees Pension Plan (the "Plan") and accrue benefits for future Credited Service, and may elect to participate in the Deferred Retirement Option Plan (DROP) on the same terms and conditions as the DROP plan for Police Members, in accordance with Ordinance No. 576.17. The Town shall pay the corresponding increase to the Actuarially Determined Contribution.

14.1 The Town shall pay for all equipment, systems software, and portable communications equipment necessary for the Employee, subject to prior written approval of the Town Mayor. This will include a computer (desktop) for the Employee's Town Hall office which shall remain the property of the Town. This shall also include a computer (laptop) system for the Employee's use while on Town Travel or from the Employee's residence for the purpose of performing Town business during non-office hours. Upon separation of service from the Town, the laptop equipment shall become the property of the Employee.

14.2 The Town shall provide the Employee portable communications equipment in the form of a Blackberry/cellular device and a mobile wireless air-card, subject to prior approval of the Town Mayor. The Employee will be allowed to secure service for this device under the Town communications plan or other plan approved by the Mayor, including employees' existing service plan. The device shall become the Employee's property upon his separation of service from the Town. The Employee, shall at his cost, be entitled to retain the phone numbers. The device and service shall be for Town business only, unless the service plan selected is for unlimited time.


Section 3. Conflicts. To the extent that any inconsistency exists between the terms of this Amendment and the terms of the Employment Agreement, the terms of this Amendment shall supersede and control. Terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement. Except as specifically amended in this Amendment, the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Council in accordance with Resolution No. 2577.18 passed on September 27, 2018, has executed this Agreement the day and year first above written.

TOWN OF GOLDEN BEACH

By: 
Glenn Singer, Mayor

ATTEST:


Lissette Perez,
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE TOWN OF GOLDEN BEACH ONLY:**


Stephen J. Helfman,
Town Attorney

TOWN MANAGER

Alexander Diaz

Date _____