



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the June 16, 2020
Special Town Council Zoom Virtual Meeting called for 5:00 P.M.

Zoom Room Meeting ID: 890 5255 7350 Password: 067687

For Dial In Only: Call 929.205.6099 Meeting ID: 890 5255 7350

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 16, 2020.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PRESENTATIONS / TOWN PROCLAMATIONS

D. MOTION TO SET THE AGENDA

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

E. GOOD AND WELFARE

F. MAYOR'S REPORT

G. CORONAVIRUS UPDATE

H. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

- SRF Loan

J. TOWN ATTORNEY REPORT

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

1. **A Ordinance of the Town Council Amending the Town's Code of Ordinances by Amending Chapter 52, "Landscaping" To Implement Mandatory Year-Round Landscaping Conservation Measures.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY ADDING SECTION 52-17 TO A NEW ARTICLE II "YEAR-ROUND LANDSCAPING IRRIGATION RESTRICTIONS" WITHIN CHAPTER 52, "LANDSCAPING" TO IMPLEMENT THE MANDATORY YEAR-ROUND LANDSCAPE CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY, PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 592.20

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 592.20

M. QUASI JUDICIAL RESOLUTIONS

None

N. CIVIC CENTER COMPLEX MASTERPLAN UPDATE

O. CONSENT AGENDA

- 2. Official Minutes of the May 26, 2020 Special Town Council Zoom Virtual Meeting**
- 3. A Resolution of the Town Council Authorizing the Use of Law Enforcement Trust Fund ("LETF") Monies For The Purchase of In-Vehicle Printers For Ticket Writing System.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND ("LETF") MONIES FOR THE IMPLEMENTATION AND INITIAL PURCHASE OF IN VEHICLE PRINTERS FOR TICKET AND REPORT WRITING SYSTEM; PURCHASE OF PORTABLE TABLETS FOR SAME SYSTEM;

ACCESSORIES ALL TO BE USED BY THE GOLDEN BEACH POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2679.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2679.20

4. A Resolution of the Town Council Nominating the Town's Civic Center Master Plan Community Involvement Project for the Florida Municipal Achievement Award for 2020.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, NOMINATING THE TOWN'S CIVIC CENTER MASTER PLAN COMMUNITY INVOLVEMENT PROJECT FOR THE FLORIDA LEAGUE OF CITIES (FLC) "FLORIDA MUNICIPAL ACHIEVEMENT" AWARD FOR 2020; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2680.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2680.20

P. TOWN RESOLUTIONS

5. A Resolution of the Town Council Approving A Design Build Agreement with Gerrits Construction, Inc. For The Town Civic Center Complex.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A DESIGN BUILD AGREEMENT WITH GERRITS CONSTRUCTION, INC. FOR THE TOWN CIVIC CENTER COMPLEX; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2681.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2681.20

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Bernard Einstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

DECORUM:

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

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

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

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

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




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 16, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **State Revolving Loan Fund Loan Agreement**

At your January 28, 2020 Special Town Council Meeting you authorized the Mayor and I to finalized a loan agreement with the Department of Environmental Protection for a Sate Revolving Loan Agreement for the Center Island Pump Station Project.

The attached loan agreement is acceptable and will be executed in the next few days by the Mayor and myself (Town Manager).

The Loan is for an amount not to exceed \$951,614.00.

The Rate is .06 percent annually.

It calls for a 20 year term.

The repayment is a semi-annual payment of \$24,416.00 or \$48,832.00 annually.

We are in the final stage of drafting the Request for Proposals (RFP) and anticipate issuing the RFP no later than mid-August. As I explained in my June 2nd, 2020 e-mail (attached) we are balancing the need to issue the RFP with the possible award of a \$500,000 grant from the State of Florida. The Mayor and I will manage our timing as to not miss out on these funds.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2664.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RELATING TO THE STATE REVOLVING FUND (SRF) LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of stormwater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. GB #13110 as eligible for available funding; and

WHEREAS; the Town of Golden Beach (the "Town") intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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. Loan Authorization. The Town is authorized to apply for a loan to finance the Project.

Section 3. Establishment of Pledge Revenues. That the additional revenues pledged for the repayment of the loan are net Electric Franchise Fees, Electric Utility Tax, Stormwater Utility Fees and a portion of the Local Option Gas Tax.

Section 4. Authorization. The Town Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 5. Designation. The Town Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor and Town Manager are authorized to represent the Town in carrying out the Town's responsibilities under the loan agreement. The Mayor and/or Town Manager are authorized to delegate responsibility to appropriate the Town staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 6. Borrowing Authority. The legal authority for borrowing moneys to construct this Project is under §166.021, Florida Statutes.

Section 7. Conflict. All resolutions or part of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 8. Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

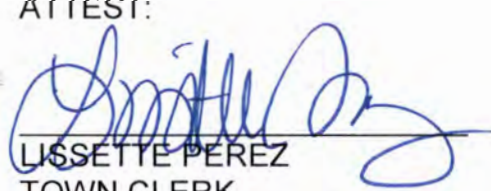
Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 28th day of January, 2020



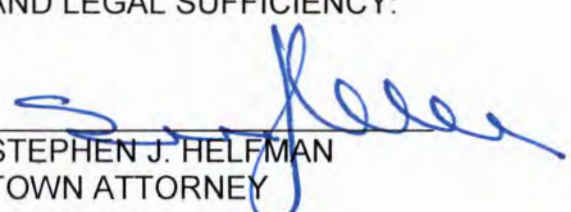
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

Lisette Perez

From: Alexander Diaz
Sent: Tuesday, June 2, 2020 1:11 PM
To: Glenn Singer; Kenneth Bernstein; Jaime Mendal; Judy Lusskin; Bernard Einstein
Cc: Lisette Perez; Michael Glidden; Maria Camacho; Al Caruso; Orlando Rubio; Stephen Smith
Subject: CID Pump Station

Mayor and Members of the Town Council:

I want to provide you an update on the development of the Center Island Pump Station:

1. Bid Documents are nearly complete
2. Our Project inclusion for State Revolving Loan Funds was Approved
3. Application for Loan Funds being reviewed
4. We have a \$500k allocation in the State Budget

This allocation has caused us to “pump the breaks” on issuing the RFP as projects MAY not have been awarded to receive the State Funds.

Typically the State Budget would have been approved by now, but, COVID-19 has delayed action. We are monitoring the Governor’s actions and will be determine our next steps as information is made available to the Town.

The project is still advancing, but, we are being measured in our developments.

See me with questions or concerns.

Thank you!

Alexander Diaz

Town Manager

Town of Golden Beach

One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 Mobile: 786-236-4211

Facsimile: 305.932.1598 www.goldenbeach.us

“A Town of Excellence”- The Town of Golden Beach is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

June 10, 2020

Mr. Orlando A. Rubio, P.E.
Senior Supervising Engineer
Craig A Smith & Associates
21045 Commercial Trail
Boca Raton, Florida 33486

Re: SW131100 – Golden Beach
Stormwater Improvements

Dear Mr. Rubio:

Attached is a copy of the proposed State Revolving Fund loan agreement for the Town of Golden Beach's stormwater improvements project.

Please have the appropriate officials sign and seal two copies and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original to you. If the signed amendment is not returned to us before July 1, 2020 this loan may be subject to a higher interest rate. Please note that the Special Conditions listed in Section 10.08 of the Agreement must be provided before any funds can be released.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions about the loan agreement, please call Megan Strohl at (850)245-2899.

Sincerely,

A handwritten signature in blue ink that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ms

Attachment

cc: Maria D. Camacho – Town of Golden Beach
Alexander Diaz – Town of Golden Beach

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

TOWN OF GOLDEN BEACH, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
SW131100**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
SW131100**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF GOLDEN BEACH, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.1835, Florida Statutes, and Chapter 62-503, Laws of Florida, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities and stormwater management systems, the planning and design of which have been reviewed by the Department; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this construction loan agreement.

(2) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) “Capitalized Interest” shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(7) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(8) “Fiscal Sustainability Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(9) “Grant Allocation Assessment” shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(10) “Gross Revenues” shall mean the stormwater utility fees and all income or earnings received by the Local Government from the ownership or operation of its Stormwater System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Stormwater System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Stormwater System.

(11) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) “Loan Application” shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(13) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(14) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Local Government.

(15) “Local Governmental Entity” means a county, municipality, or special district.

(16) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(17) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Stormwater System determined pursuant to generally accepted accounting

principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(18) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues, derived yearly from the operation of the Stormwater System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(19) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the stormwater improvements in accordance with the plans and specifications accepted by the Department for the "Center Island Pump Station" contract.

The Project is in agreement with the planning documentation accepted by the Department effective November 4, 2019. A Florida Categorical Exclusion Notification was published on September 9, 2019 and no adverse comments were received.

(20) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(21) "Stormwater System" shall mean all devices and facilities owned by the Local Government for the collection, transmission, detention, retention, treatment, and management of stormwater.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's

knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Stormwater System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Stormwater System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$951,414	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$750,000 threshold has not been met. In the event that the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

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

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Stormwater System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE STORMWATER SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Stormwater System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Stormwater System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Stormwater System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE STORMWATER SYSTEM.

The Local Government shall operate and maintain the Stormwater System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Stormwater System which it deems desirable and which do not materially reduce the operational integrity of any part of the Stormwater System. All such renewals, replacements, additions, modifications and improvements shall become part of the Stormwater System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Stormwater System for the amount of all delinquent rates, fees and other charges where such action is permitted by law.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the

happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Stormwater System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Stormwater System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Stormwater System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Stormwater System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Stormwater System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or

remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Stormwater System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be

made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate

numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has been developed and implemented a Fiscal Sustainability Plan , that includes the following : An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in

Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Stormwater (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Stormwater System of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide

additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is \$951,614, which consists of \$951,414 to be disbursed to the Local Government and \$200 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$19,028 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of \$951,414. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0.06 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0.03 percent per annum and the Grant Allocation Assessment rate is 0.03 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before July 1, 2020 the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and

actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$24,416 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on October 15, 2021 and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$970,642, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	722,781
Contingencies	72,278
Technical Services After Bid Opening	156,355
SUBTOTAL (Disbursable Amount)	951,414
Capitalized Interest	200
TOTAL (Loan Principal Amount)	951,614

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on November 13, 2019. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for April 15, 2021.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than April 15, 2021.

(4) The first Semiannual Loan Payment in the amount of \$24,416 shall be due October 15, 2021.

10.08. SPECIAL CONDITIONS.

Prior to any funds being released, the Local Government shall submit the following:

(1) A certified copy of the Resolution which authorizes the application, establishes the Pledged Revenues, and designates an Authorized Representative for signing the application and executing the Loan Agreement; and

(2) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement SW131100 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
TOWN OF GOLDEN BEACH

Town Manager

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

Town Clerk

Town Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 16, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger

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

Subject: Ordinance No. 592.20– Amending Code, Chapter 52,
“Landscaping” To Implement Mandatory Year-Round
Landscaping Conservation Measures.

Item Number:

1

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 592.20 as presented.

Background:

Please see attached letter from the South Florida Water Management District.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 592.20

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY ADDING SECTION 52-17 TO A NEW ARTICLE II "YEAR-ROUND LANDSCAPING IRRIGATION RESTRICTIONS" WITHIN CHAPTER 52, "LANDSCAPING" TO IMPLEMENT THE MANDATORY YEAR-ROUND LANDSCAPE CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY, PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

1 **WHEREAS**, the South Florida Water management District (District) has the
2 responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), for
3 regulating the consumptive use of water; and

4 **WHEREAS**, the District has promulgated Chapter 40E-2, Florida Administrative
5 Code (F.A.C.), for the consumptive use of water which includes Rule 40E-2.061, F.A.C.,
6 General Consumptive Use Permits by Rule, regulating landscape irrigation at a single
7 family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual
8 Permits, regulating larger landscape irrigation users; and

9 **WHEREAS**, the District promulgated and amended Chapter 40E-24, F.A.C.,
10 requiring year-round irrigation conservation measures; and

11 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all users as defined in subsection
12 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2,
13 F.A.C.; and

14 **WHEREAS**, Chapter 40E-24, F.A.C., calls for year-round and permanent landscape
15 irrigation restrictions, separate and independent from water shortage declarations in
16 accordance with Chapter 40E-21, F.A.C.; and

17 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless of
18 whether the water comes from ground or surface water, from a private well or pump, or from
19 a public or private utility; and

20 **WHEREAS**, Rule 40E-24.301, F.A.C., provides that local governments may adopt a
21 landscape irrigation ordinance that achieves water conservation consistent with Rule 40E-
22 24.201, F.A.C., including variance and enforcement procedures; and

23 **WHEREAS**, the District strongly encourages local governments to adopt an
24 ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

25 **WHEREAS**, the Town of Golden Beach, Florida (the "Town") Council desires to
26 amend the Code of Ordinances of the Town of Golden Beach, Florida by adding Section
27 52-17 to a new Article II, "Year-Round Landscaping Irrigation Restrictions" within the
28 existing Chapter 52, "Landscaping" to provide regulations for the use of irrigation systems
29 in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C., and Section 32-8.2 of the
30 Miami-Dade County Code of Ordinances; and

31 **WHEREAS**, the Town Council finds this Ordinance to be in the best interest and
32 welfare of the residents of the Town.

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

35 **Section 1. Recitals.** That the recitals set forth above are hereby adopted and
36 confirmed.

37 **Section 2. Amending Code.** That the Code of Ordinances of the Town of
38 Golden Beach, Florida is hereby amended by adding Sections 52-17 through 52-25 to a
39 new Article II, titled “Year-Round Landscaping Irrigation Restrictions” within the existing
40 Chapter 52, “Landscaping”, which sections shall read as follows:¹

41 Chapter 52 – LANDSCAPING

42 * * *

43 **ARTICLE II – YEAR-ROUND LANDSCAPING IRRIGATION RESTRICTIONS**

44 **Sec. 52-17. - Legislative intent.**

45 It is the intent of this article to implement procedures that promote water conservation
46 through the efficient use of landscape irrigation.

47 **Sec. 52-18. - Definitions.**

48 (1) “Address” means the “house number” (a numeric or alphanumeric
49 designation) that, together with the street name, describes the physical
50 location of a specific property. This includes “rural route” numbers, but
51 excludes post office box numbers. If a lot number in a mobile home park or
52 similar community is used by the U.S. Postal Service to determine a delivery
53 location, the lot number shall be the property’s address. If a lot number in a
54 mobile home park or similar residential community is not used by the U.S.
55 Postal Service (e.g., the park manager sorts incoming mail delivered to the
56 community’s address), then the community’s main address shall be the
57 property’s address. If a property has no address, it shall be considered
58 “even-numbered.”

59 (2) “Athletic Play Area” means all athletic play surfaces; including but not limited
60 to, football, baseball, soccer, polo, and tennis.

61

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~. Additions added between first and second reading are shown in double underline.

- 62 (3) “Consumptive Use Permit” (CUP) means a permit issued pursuant to
63 Chapter 40E-2, F.A.C., authorizing the consumptive use of water.
- 64 (4) “District” means the South Florida Water Management District, a
65 government entity created under Chapter 373, F.S.
- 66 (5) “Even Numbered Address” means an address ending in the numbers 0, 2,
67 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-
68 M.
- 69 (6) “Existing landscaping” means any landscaping which has been planted and
70 in the ground for more than ninety (90) days.
- 71 (7) “Landscaping” means shrubbery, trees, lawns, sod, grass, ground covers,
72 plans, vines, ornamental gardens, and such other flora not intended for
73 resale, which are situated in such diverse locations as residential
74 landscapes, recreation areas, public medians, rights-of-way, and other
75 public areas, except athletic play areas, as defined above.
- 76 (8) “Landscape Irrigation” means the outside watering of shrubbery, trees,
77 lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and
78 such other flora not intended for resale, which are planted and situated in
79 such diverse locations as residential landscapes, recreation areas, public
80 medians, rights-of-way, and other public areas, except athletic play areas.
- 81 (9) “Law Enforcement Officials” includes any police officer or code enforcement
82 inspector of the Town of Golden Beach.
- 83 (10) “Low Volume Hand Watering” means the watering of landscape by one (1)
84 person, with one (1) hose, fitted with a self-canceling or automatic shutoff
85 nozzle.
- 86 (11) “Low Volume Irrigation” means the use of equipment and devices
87 specifically designed to allow the volume of water delivered to be limited to
88 a level consistent with the water requirement of the plant being irrigated,
89 and to allow that water to placed with a high degree of efficiency in the root
90 zone of the plant. The term also includes water used in mist houses and
91 similar establishments for plant propagation. Overhead irrigation and flood
92 irrigation are not included.
- 93 (12) “Micro-irrigation” means the application of small quantities of water on or
94 below the soil surface as drops or tiny streams of spray through emitter or
95 applicators placed along a water delivery line. Micro-irrigation includes a
96 number of methods or concepts, such as bubbler, drip, trickle, mist or
97 microspray, and subsurface irrigation.
- 98 (13) “New landscaping” means any landscaping which has been planted in the
99 ground for ninety (90) days or less.

- 100 (14) “Odd Numbered Addresses” means an address ending in the numbers 1,
101 3, 5, 7, 9, or the letters N-Z.
- 102 (15) “Reclaimed Water” means wastewater that has received at least secondary
103 treatment and basic disinfection, and is reused after flowing out of a
104 wastewater treatment facility as defined by Rule 62-40.210, F.A.C.
- 105 (16) “Town” shall mean the Town of Golden Beach, Florida.
- 106 (17) “User” means any person, individual, firm, association, organization,
107 partnership, business trust, corporation, company, agent, employee, or
108 other legal entity, whether natural or artificial, the United States of America,
109 and the State of Florida and all political subdivisions, regions, districts,
110 municipalities and public agencies thereof, which directly or indirectly takes
111 water from the water resource, including uses from private or public utility
112 systems, uses under water use permits issued pursuant to Chapter 40E-2,
113 F.A.C., or uses from individual wells or pumps.
- 114 (18) “Wasteful and Unnecessary” means allowing water to be disperse without
115 any practical purpose to the water use; for example, excessive landscape
116 irrigation, leaving an unattended hose on a driveway with water flowing,
117 allowing water to be dispersed in a grossly inefficient manner regardless of
118 the type of water use, for example, allowing landscape irrigation water to
119 unnecessarily fall onto pavement, sidewalks and other impervious surfaces,
120 or allowing water flow through a broken or malfunctioning water delivery or
121 landscape irrigation system.
- 122 (19) “Water Resource” means any and all water on or beneath the surface of the
123 ground, including natural or artificial watercourses, lakes, ponds, or diffused
124 surface water, and water percolating, standing, or flowing beneath the
125 surface of the ground.
- 126 (20) “Water Shortage” means when the District determines there is the possibility
127 that insufficient water will be available to meet the present and anticipated
128 needs of the Users, or when conditions are such as to require a temporary
129 reduction in total use within a particular area to protect water resources from
130 serious harm. A water shortage usually occurs due to drought.
- 131 (21) “Water Shortage Emergency” means when the District determines the
132 provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to
133 protect the public health, safety, or welfare, the health of animals, fish or
134 aquatic life, a public water supply, or commercial, industrial, agricultural,
135 recreational, or other reasonable-beneficial uses.

136 Section 52-19. – Applicability

137 The provisions of this Article shall apply to each user, as defined in Section 52-18,
138 providing landscape irrigation from all water resources within the boundaries of the Town,
139 with the following exceptions:

140 (a) The use of reclaimed water, which may or may not be supplemented from
141 another source;

142 (b) Irrigation of athletic play areas.

143 Section 52-20. – Year-Round Landscape Irrigation Conservation Measures

144 The Town adopts the rules of the South Florida Water Management District, listed in
145 Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections.
146 The year-round landscape irrigation conservation measures contained in this Ordinance
147 are applicable to all users including permitted and exempt users under Chapter 40E-2,
148 F.A.C., unless otherwise indicated. These conservation measures apply to all water
149 resources, unless otherwise indicated. In addition to the requirements of this Section, all
150 permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with
151 all CUP conditions and terms, including requirements to implement water conservation
152 practices.

153 (1) It shall be the duty of each user to keep informed as to the landscape
154 irrigation conservation measures within this Section which affect each
155 particular water use.

156 (2) In addition to the specific conservation measures, all wasteful and
157 unnecessary water use, as defined in Section 52-18 is prohibited.

158 (3) The following requirements shall apply to all users, except for the provided
159 exceptions pursuant to Section 52-19(a) and (b), and pursuant to Section
160 52-21.

161 (a) Landscape irrigation shall be prohibited between the hours of 10:00 a.m.
162 and 4:00 p.m., except as otherwise provided.

163 (b) Irrigation of existing landscaping shall comply with the following
164 provisions:

165 i. Even addresses, installations with irrigation systems that irrigate
166 both even and odd addresses within the same zones, such as
167 homeowners associations and rights-of-way or other locations
168 with no address shall have the opportunity to accomplish
169 necessary landscape irrigation two (2) days a week, only on
170 Thursday and/or Sunday.

171 ii. Odd addresses shall have the opportunity to accomplish
172 necessary landscape irrigation two (2) days a week, only on
173 Wednesday and/or Saturday.

- 174 (c) Irrigation of new landscaping shall comply with the following provisions:
- 175 i. New landscaping may be irrigated once on the day it is installed
176 without regard to the listed watering days and times. Irrigation of
177 the soil immediately prior to the installation of the new
178 landscaping is allowed without regard to the normal watering
179 days and times.
- 180 ii. A ninety (90) day establishment period begins on the day the new
181 landscaping is installed. The new landscaping shall be installed
182 within a reasonable time from the date of purchase, which may
183 be demonstrated with a dated receipt or invoice.
- 184 iii. Irrigation of new landscaping which has been in place for thirty
185 (30) days or less may be accomplished on Monday, Tuesday,
186 Wednesday, Thursday, Saturday, and/or Sunday.
- 187 iv. Irrigation of new landscaping which has been in place for thirty-
188 one (31) days to ninety (90) days may be accomplished on
189 Monday, Wednesday, Thursday, and/or Saturday.
- 190 v. Irrigation of new landscaping is limited to only those areas
191 containing the new landscaping. An entire zone of an irrigation
192 system shall only be utilized if the zone contains at least 50% new
193 landscaping, or if the new landscaping is in an area that will not
194 typically be irrigated by an irrigation system, only the individual
195 new plantings are eligible for additional irrigation. Targeted
196 watering may be accomplished by low volume hand watering, as
197 defined in Section 52-18, or any appropriate method which
198 isolates and waters only the new landscaping.
- 199 (4) Any water shortage, as defined in Section 52-18, restrictions or other
200 measures declared pursuant to Chapter 40E-21, F.A.C., or related District
201 Governing Board or Executive Director orders which are more restrictive
202 than a measure contained within this Article, shall supersede this Article for
203 the duration of the applicable water shortage declaration.

204 Section 52-21. – Exceptions to the Landscape Irrigation Schedules

205 Landscape irrigation scheduling shall be subject to the following exceptions:

- 206 (1) Landscape irrigations systems may be operated during restricted days
207 and/or times for cleaning, maintenance, and repair purposes with an
208 attendant on site in the area being tested. Landscape irrigation systems
209 may routinely be operated for such purposes no more than once per week,
210 and the run time for any one (1) test should not exceed ten (10) minutes per
211 zone.

- 212 (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides,
213 pesticides, fungicides and the herbicides, where such watering-in is
214 recommended by the manufacturer, or by federal, state or local law, or best
215 management practices, shall be allowed under the following conditions:
- 216 (a) Such watering-in shall be limited to one (1) application, unless the
217 need for more than one (1) application is stated in the directions for
218 application specified by the manufacturer; and
- 219 (b) Such watering-in shall be accomplished during normally allowable
220 watering days and times set forth in Section 52-20(3)(a) and (b),
221 unless a professional licensed applicator has posted a temporary
222 sign containing the date of application and the date(s) of needed
223 water-in activity.
- 224 (3) Any plant material may be watered using low volume irrigation, micro-
225 irrigation, low volume hand watering method (as those terms are defined in
226 Section 52-18), rain barrels, cisterns, or other similar rain-harvesting
227 devices without regard to the watering days or times allowed pursuant to
228 this Section.

229 Section 52-22. – Additional Requirements

230 Any user who purchases and installs an automatic landscape irrigation system shall
231 property install, maintain, and operate technology that inhibits or interrupts operation of
232 the system during periods of sufficient moisture in accordance with Section 373.62, F.S.

233 Section 52-23. – Variances

- 234 (1) A variance from the specific day or days identified in Subsection 52-20(3)
235 may be granted by the Town, pursuant to the procedures in Article II,
236 Division 2, of Chapter 66 of the Town Code of Ordinances, if strict
237 application of the restrictions would lead to unreasonable or unfair result;
238 provided the applicant demonstrates with particularity that compliance with
239 the schedule will result in substantial economic, health, or other hardship
240 on the applicant or those served by the applicant. If granted, the applicant
241 shall be required to post a notice at each parcel to which the variance
242 pertains. Relief may be granted only upon a demonstration that such
243 hardship exists, is peculiar to the person or the affected property, is not self-
244 imposed, and further demonstrates that granting the variance would be
245 consistent with the general intent and purpose of this division.
- 246 (2) The Town recognizes all irrigation variances or waivers issued by the
247 District under Rule 40E-24.501, F.A.C.

248 Section 52-24. – Declaration of Water Shortage or Water Shortage Emergency.

249 Declaration of a water shortage condition and/or water shortage emergency as defined in
250 Section 52-18, within all or parts of the Town by the District's Governing Board or
251 Executive Director shall supersede this Article for the duration of the applicable water
252 shortage declaration.

253 Section 52-25. – Enforcement

254 (1) In the absence of a declaration of water shortage or water shortage
255 emergency within all or any part of the Town by the District, the listed
256 landscape irrigation restrictions pursuant to this Article shall be subject to
257 enforcement action according to the procedures in Chapter 2, Article II of
258 the Town Code of Ordinances titled "Code Compliance and Enforcement."

259 (2) Law enforcement officers and Code Enforcement Officers of the Town are
260 authorized to enforce the provisions of this Article. Violations shall be
261 subject to the penalties and procedures listed in Chapter 2, Article VI for
262 landscape-related code violations.

263 **Section 3. Severability.** That the provisions of this Ordinance are declared to
264 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
265 any reason be held to be invalid or unconstitutional, such decision shall not affect the
266 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
267 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
268 notwithstanding the invalidity of any part.

269 **Section 4. Codification.** That it is the intent of the Town Council that the
270 provisions of this ordinance shall become and be made a part of the Town's Code of
271 Ordinances, and that the sections of this Ordinance may be renumbered or relettered,
272 and the word "ordinance" may be changed to "section," "article," "regulation," or such
273 other appropriate word or phrase in order to accomplish such intentions.

274 **Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or
275 parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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

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

280 Mayor Glenn Singer _____
281 Vice-Mayor Bernard Einstein _____
282 Councilmember Judy Lusskin _____
283 Councilmember Jaime Mendal _____
284 Councilmember Kenneth Bernstein _____

285
286 **PASSED AND ADOPTED** on first reading this 16th day of June, 2020.

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

289 Mayor Glenn Singer _____
290 Vice-Mayor Bernard Einstein _____
291 Councilmember Judy Lusskin _____
292 Councilmember Jaime Mendal _____
293 Councilmember Kenneth Bernstein _____

294
295 **PASSED AND ADOPTED** on second reading this ____ day of _____,
296 2020.

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MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 8, 2020

Alexander Diaz
Town Manager
Town of Golden Beach
1 Golden Beach Dr
Golden Beach, FL 33160-2258

TOWN MANAGER

APR 27 2020

RECEIVED

Subject: Protecting South Florida's Water Resources - Water Conserving Landscape Irrigation Ordinances

Dear Mr. Diaz:

With South Florida's growing demands for water, it's especially important that we work closely together to properly manage and conserve our precious water resources. Implementing water conservation measures promotes efficient water use and decreases water waste.

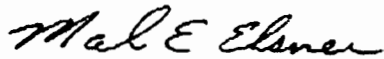
Lawn irrigation can account for more than half of residential water use. Most South Florida lawns only need to be watered a few days a week (or less) to remain healthy. To encourage more responsible use of water resources throughout South Florida, the South Florida Water Management District Governing Board adopted the Mandatory Year-Round Landscape Irrigation Conservation Measures (Year-Round Irrigation Rule), Chapter 40E-24, Florida Administrative Code (FAC), in 2010. The rule restricts the times and number of days landscape irrigation is allowed within the District's jurisdiction and follows scientifically-sound recommendations for lawn irrigation. Many local governments have since enacted/updated their irrigation ordinances to promote water conservation in their respective counties and municipalities and follow the District's Year-Round Irrigation Rule.

The District is now reviewing local irrigation ordinances by all of the counties and municipalities within the District's 16-county region and is reaching out to every local government that appears to either lack an applicable ordinance or has an ordinance that does not incorporate all of the District rule elements. We would like to offer our assistance to you and your staff to ensure your local government's irrigation ordinance properly incorporates the District's Year-Round Irrigation Rule. Please note that local ordinances can be *more* restrictive than the Year-Round Irrigation Rule but cannot be less restrictive. We look forward to working with you and your staff to help put consistent rules and ordinances in place across South Florida so that residents understand and comply with all irrigation requirements.

Our partnership supports a safe and reliable water supply for South Florida's future, and we kindly request, **within four weeks from the date of this letter**, a response regarding your local government's intention to update its ordinance. The District's water conservation team, including myself, are always available to provide any assistance. The District also has templates and other information available that can be used to guide this update.

If you have any questions or would like to discuss how we can assist, please contact me at melsner@sfwmd.gov or (561) 682-6156; or Jim Harmon, the District Water Conservation Supervisor, at jharmon@sfwmd.gov or (561) 682-6777.

Sincerely,

A handwritten signature in cursive script that reads "Mark E. Elsner".

Mark E. Elsner, P.E.
Water Supply Bureau Chief

ME/lc

Encl: Mandatory Year-Round Landscape Irrigation Conservation Measures Rule Fact Sheet

C: Lissette Perez, Town Clerk

Year Round Landscaping Irrigation Conservation Measures

FYI

Some city and county governments have adopted more stringent local landscape irrigation ordinances that differ from the District rule based on local water demands, system limitations or resource availability. Several counties and cities have exercised this option so residents should always check for local ordinances. To determine watering days and times in your area, contact your local government or visit www.sfwmd.gov/mywateringdays and click on the county links.



In effect since March 2010, the Year-Round Landscape Irrigation Conservation Measures Rule (Chapter 40E-24, Florida Administrative Code) limits landscape watering to two days a week throughout the South Florida Water Management District, with a three-day-a-week provision for some counties. It applies in all cases when the source of water for irrigation is a utility, lake, pond, canal or well. (See limited exclusions on next page.) The mandatory year-round rule is a component of the SFWMD's Comprehensive Water Conservation Program, which encourages more responsible use of water resources.

District Rules

2 Day-A-Week Watering

- No watering between 10 a.m. and 4 p.m.
- Residents and businesses with an **odd-numbered** street address may water lawns and landscapes on **Wednesdays and/or Saturdays**.
- Residents and businesses with an **even-numbered** street address, **no street address** or those that **irrigate both even and odd addresses** within the same zones, which may include multi-family units and homeowners associations, may water lawns and landscapes on **Thursdays and/or Sundays**.

3 Day-A-Week Watering

- No watering between 10 a.m. and 4 p.m.
- Residents and businesses with an **odd-numbered** street address may water lawns and landscapes on **Mondays, Wednesdays and/or Saturdays**.



- Residents and businesses with an **even-numbered** street address, **no street address** or those that **irrigate both even and odd addresses** within the same zones, which may include multi-family units and homeowners associations, may water lawns and landscapes on **Tuesdays, Thursdays and/or Sundays**.

New Landscape Irrigation

The SFWMD Year-Round Landscape Irrigation Rule allows additional watering for up to 90 days following the installation of new lawns and landscaping.

- On the day new landscaping is installed, new plantings and the soil may be irrigated once without regard to the normally allowable watering days and times. Soil irrigation is also allowed immediately prior to planting.
- New plantings that have been in place for **30 days or less** may be watered on **Mondays, Tuesdays, Wednesdays, Thursdays, Saturdays and/or Sundays**.
- New plantings that have been in place **from 31 to 90 days** may be watered on **Mondays, Wednesdays, Thursdays and/or Saturdays**.
- Irrigation is limited to the areas containing new landscaping only. An entire irrigation zone may be watered only if new landscaping is planted on at least 50 percent of that zone. If new landscaping is planted on less than 50 percent of an irrigation zone, only the new plantings may be watered.

Exclusions to the SFWMD Year-Round Rule

- The use of low-volume irrigation methods – including micro-irrigation, container watering and hand-watering with a hose (with an automatic shut-off nozzle) – is allowed anytime.
- The use of reclaimed water and harvested rainwater for irrigation purposes is allowed anytime.
- The rule applies only to water used for landscape irrigation. There are no restrictions on other outdoor uses such as pressure cleaning or vehicle/boat washing, although voluntary, water-conserving practices are highly recommended.

Alternative Irrigation Schedule

If unique circumstances prohibit adherence to the mandatory SFWMD landscape irrigation conservation measures, individuals and businesses/organizations may seek an alternative schedule that still meets the intent of the rule. Guidance is available [online](#) or by contacting Jim Harmon at (561) 682-6777 to learn more about the alternative irrigation schedule request and approval process.

Questions?

For more information on the rule, including watering days and times by county:

- Visit www.sfwmd.gov/mywateringdays
- Call the South Florida Water Management District “Water Conservation Hotline” at 1-800-662-8876
- Email a water conservation expert at conservation@sfwmd.gov






TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 16, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez, 
Town Clerk

Subject: **Town Council Minutes**

Item Numbers:

2

Recommendation:

It is recommended that the Town Council adopt the attached minutes of the May 26, 2020 Special Town Council Zoom Virtual Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the May 26, 2020
Special Town Council Zoom Virtual Meeting called for 5:00 P.M.

Zoom Room Meeting ID: 810 8785 1091 Password: 322771

For Dial In Only: Call 929.205.6099 Meeting ID: 810 8785 1091

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, MAY 26, 2020.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 5:05 p.m.

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Lieutenant Yovany Diaz, Resident Services Director Michael Glidden

C. PRESENTATIONS / TOWN PROCLAMATIONS

None

D. MOTION TO SET THE AGENDA

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

Councilmember Mendal asked to add flooding to discussion.
Consensus vote 5 Ayes, 0 Nays.

E. GOOD AND WELFARE

None

F. MAYOR'S REPORT

Beaches are going to be opening on June 1st. He was just on a call with the other mayors and county mayor to set up some guidelines for going to the beach. Will be required to bring a facemask with you, but you are not required to wear it. You are allowed to go into water and you are allowed to lay on a towel – obviously you have to

keep social distancing. Restrictions are solid and we are going to be enforcing it. There are some additional rules regarding the restrooms – but he will let the Town Manager expand on that. Stated that as it relates to construction when work is being done in a Town residence, the worker's need to wear a mask. As of tomorrow, he is lifting the restriction of limiting construction work to ten people to help speed up construction. Must still follow the rules of social distancing and wearing a mask at all times. Wants to thank all of the residents for following the procedures. Overall, everyone has followed procedures and I am very proud of our residents. He found out today that only 55% of residents filled out the census. Census information is critical for Golden Beach because we receive additional revenues based on our census. Encourages the residents that are listening, and encourages all of the Council to fill out the census information. Summer is here, and based on the weather the last few days – hurricane season is already here. Encourages residents to get supplies and be prepared because this looks to be a very active season. Hopes everyone enjoys their summer, thanks for everyone's supportive emails and texts, really appreciates it. Been through a lot the first half of the year – hopefully the rest of the year will be better.

G. CORONAVIRUS UPDATE

See attached Memorandum from the Town Manager

To date Golden Beach has 12 cases of COVID-19. He is not given the exact data of where those individuals live. Thanks to your actions, we have been able to limit the spread of COVID-19. We came back to Town full-time last week, May 18th. We are requiring the public to make an appointment to come and meet with the staff. We will not turn away walk-ins, but if you walk-in you will be asked to wait outside until someone is ready to see you. The building department is also by appointment. The County Mayor and our Mayor are adamant that in order for us to keep COVID-19 from spreading we need to make sure everyone is practicing proper hygiene. The Town did take possession of 90 gallons of hand sanitizer to prepare for our beach opening. When we open the restrooms at the pavilion, we will open the restrooms at Tweddle Park. In Golden Beach, only residents and their immediate families will be allowed, no guests. We will change that as we see good behavior. For the first week we are not going to provide amenities. We will never bring back the beds, only the chaise lounges and the Adirondack chairs that we have. We will only allow one person in the restroom at a time. We are required to have two beach attendants at the beach at all times when we reopen. If the beach is not manned, the amenities will not be offered. This week we will be installing push buttons so that you can use your elbows to turn on the faucets to limit contact. The beaches hours of operation are set hours now, no longer from sunrise to sunset. To date, on preparations and adaptations to COVID-19 the Town has spent \$53,000. We are seeking reimbursement for half of that cost. There will be a COVID-19 E-blast this Friday to talk about COVID-19 changes and construction updates. All Town events through the summer are cancelled, but we are planning alternate offerings for residents.

H. COUNCIL COMMENTS

Vice Mayor Einstein

A little concerned when we open our beaches – are we going to have a police officer manning that at that time.

Town Manager stated that the beach attendants will be manning it and requesting ID's to ensure that you're a resident.

Vice Mayor Einstein I feel that right before this happened, spring break occurred and it was a free for all on the beach. And putting that pressure on the beach attendants, we might want to be sensitive to that potentially happening. He has been using the pickle ball court. Really enjoys it. The sign-up program really seems to work. The weather is changing now, it is getting a little warmer and we'll see what happens. Georgia seems to have gotten over this month without an increase of disease. May want to advise on the e-blast that people need to be on alert and bring some form of identification with them.

Councilmember Lusskin

Hoped everyone had a wonderful Memorial Day and hoped they all enjoyed the bagels. Stated that once the Town Manager brought the entire staff back, they were out their trimming trees and preparing the Town for hurricane season and despite everything, the Town looks good. Stated the census takes no longer than 3-4 minutes. Asked about the construction that we're doing on Saturdays – how many construction sites do we have working on Saturdays? Is it the same type of construction that we have Monday through Friday, or is it modified for the weekend?

Town Manager stated that all of them are available to work on Saturday and we have 33 construction sites in Town. The only difference is the times, 9 to 5. During the week it's 8 to 6 pm.

Councilmember Bernstein

Applauded all of the Town's staff and how they have handled all of this. Inquired about all of the Town events, thought they were cancelled through the end of the year not just summer. The 12 cases that you talked about, he asked if that is the total that we have had since the beginning of it or are they new ones.

Town Manager stated that is correct they do not report to him when they are no longer testing positive just the new ones they have.

Councilmember Mendal

Sent his condolences to Chief Herbello on the passing of his mother. As far as the census goes, I know we said 55%, asked do we have any idea of who has filled them out. Also, asked are dog parks opening up in June too?

Town Manager stated that no – tot lots, gym equipment and dog parks remain closed.

Councilmember Lusskin asked if the Town Manager can give an update about the sewage spill in Miami-Dade County.

I. TOWN MANAGER REPORT

Expressed his sympathies to Chief Herbello and his family. The Town will be participating in the services this coming Thursday. Went over some of the major issues we've been dealing with in Town the last couple of days. All six of our pumps were working as designed. The reason why we had flooding was because of the mulch in Town that's clogging our drains. So today, we modified our hurricane plan. Whenever

there is a tropical storm/hurricane warning issue, we will remove all of the mulch in Town. Because now we know that the mulch causes a delay for our pumps. There is a project that you approved to make some modifications to Singer Park, the 100 block, North Park, and South Park which will bring additional relief. There has also been identified the need for a new catch basin at The Strand at the north side of 399 Golden Beach Drive. Will discuss further during the discussion item, but wanted to highlight that the pumps are working just fine. He has gone over our budget with the Mayor and feels very comfortable with our budget. We are on pins and needles, as our June 1st estimate is coming next week and that will give us an estimate of our assessed values. We are providing free chlorine tablets to our residents. Councilmember Bernstein, you are correct the memo does read through the end of the year, the word missing is fiscal – the events will be cancelled through the end of the fiscal year. Some good news FEMA approved the replacement of our \$80,000 sweeper. It took him and Maria a lot of work to convince FEMA that the sweeper was damaged during IRMA. We are looking at ways to bring in additional revenues to the Town. As it relates to the gates, we are going to unlock the gates starting tomorrow morning as several of our construction workers come to Town via bus. A reminder to our residents, if you are in need of masks, hand sanitizer or gloves, please notify the substation and we will provide you with these things.

J. TOWN ATTORNEY REPORT

None

K. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

None

M. QUASI JUDICIAL RESOLUTIONS

None

N. CIVIC CENTER COMPLEX MASTERPLAN UPDATE

Town Manager stated that he feels very confident that the project should not be delayed. Pledged only \$200,000 of our operating budget to the project. The goal is to get a contract to you for ratification at your next meeting. The building will be COVID friendly. Seems that the project will come in at \$5.3-million. Steve is working on putting together a contract. Will be presented with this package on Friday and will meet with you one-on-one to review it. Mayor has set a deadline of breaking ground in December. Thinks we can start on the civil work sometime in October. We need to make some changes to the building – wanted to make sure that the building was COVID friendly such as having a hand washing station as soon as you walk into the building. Had to change the A/C system and wanted to make some of the windows be able to open. We will get the packets and the floor plans out by Friday. In addition to the civic center project, we need to find money for this building and the annex. The Mayor has authorized him and he has been working the past month on a grant for these two

buildings. Another reason we feel confident we can keep the project moving is because if the governor does not veto it, we will receive \$500,000 from the state for our stormwater project.

Councilmember Bernstein asked a question about construction. So many construction projects that are not going forward right now. Is the fact that labor is more available, is that something that we'll be able to utilize are we locked into the price or can it help with the negotiations.

Town Manager stated that he thinks it will help us, but as it relates to the contract, I do not see them foregoing that part.

Mayor Singer told the Town Attorney that they need to get this contract ready for the next meeting.

Town Attorney stated that the agreement is pretty much finalized, just pushing a two year warranty where they typically only offer a 1 year warranty on the construction.

Mayor Singer stated that even if they could refinance, it is not significant enough to even look into.

Vice Mayor Einstein asked where we stand on our locked interest rate with the bank

Town Manager stated there has not been a significant change in the market, but it is something that the Mayor has already asked the bank indirectly to look at. Asked Maria what the current rate is.

Finance Director Camacho stated that is it currently at 2.98%.

Councilmember Mendal asked if they have already taken a draw out from the loan.

Town Manager stated yes, they were required to take a \$250,000 draw out on the loan.

O. CONSENT AGENDA

- 1. Official Minutes of the April 28, 2020 Special Town Council Zoom Virtual Meeting**
- 2. A Resolution of the Town Council Approving A Mutual Aid Agreement between the Town and the City of Hallandale Beach.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF HALLANDALE BEACH AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2673.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2673.20

3. A Resolution of the Town Council Authorizing the Use of Law Enforcement Trust Fund (LETF) Monies To Make A \$2,500 Contribution to Teach for America.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES TO MAKE A \$2,500 CONTRIBUTION TO TEACH FOR AMERICA (TFA); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2676.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2676.20

4. A Resolution of the Town Council Authorizing the Use of Law Enforcement Trust Fund (LEFT) Monies to Make a \$500 Contribution to the American Heart Association.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES TO MAKE A \$500.00 CONTRIBUTION TO THE AMERICAN HEART ASSOCIATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2677.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2677.20

Consensus vote 4 Ayes, 0 Nays. Items O1 – O4 pass. **** Councilmember Lusskin stepped away during the vote. ****

P. TOWN RESOLUTIONS

5. A Resolution of the Town Council Accepting the Financial Statements and Single Audit for Fiscal Year 2018/2019.

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

GENERAL PURPOSE FINANCIAL STATEMENTS AND THE SINGLE AUDIT FOR FISCAL YEAR 2018/2019 ENDING SEPTEMBER 30, 2019, PREPARED BY KEEFE, MCCULLOUGH & CO., LLP; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2678.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2678.20

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager spoke on the item. Stated that this is the 6th year in a row that we have no findings on the audit in terms of our internal control. Our finances go through a stringent review process. Pleased to announce through our efforts collectively, we were able to hold spending \$615,604 from last year's budget. The big area that you all have concerns with, our Fund Balance number. Our Fund Balance last year was set to \$5.1-million. We always knew that was an inflated number because part of that money was capital construction dollars that were never going to materialize or be utilized. By your, action and authority you allowed me to write it off his past year. The Fund Balance will be set at \$2.5-million, \$1.6 million of that is due to the Town from the Stormwater Fund, leaving us with approximately \$700,000 cash on hand. We are doing pretty well. That \$700,000 does not take into account the money we took in from FEMA for IRMA because that posted in this year's budget. It also does not account for the additional \$140,000 that we are expecting from FEMA this year. Pleased to say that we have an excess of 20% of the Town's budget in reserves should we need it. Reminded the Council that this year we are facing some financial constraints as it relates to our Building Department revenues. Feels optimistic that we are going to see a lot more Building Department permits coming through soon. When you look at the pension number, do not be alarmed that the numbers increased in the unfunded liability portion. It grew by \$1.3-million. Not because anything happened with the pension, it is because the mortality rate changed. It was a significant increase, but not because the pension did not perform, because of how the actuarial calculates the payment. Every city in Florida saw a significant jump to their unfunded liability because the state required that the assumptions be uniform all across the board. Congratulated Maria and her team for helping keep the Town's finances stable. Auditors did share with him that the Council and he should take on a more aggressive approach to pay off the stormwater fee. Feels that the stormwater fee is paying the Town at an acceptable rate. Because we are fully

insured for our major items, the need for that cash is not imperative. No hurry to get that money collected.

Councilmember Mendal stated that as long as it is not cost prohibitive would like us to rotate our auditors. Also asked what our current liability with the pension fund is.

Town Manager stated that the true number of cash needed to make that unfunded number more comfortable is \$900,000. It increased this year by a significant number because of the assumptions that were changed. We did in this year's budget add more money to fund and draw down that unfunded liability. We may exercise our management rights to not fully fund that should we need to hold off. It was a recommended number, this Administration wanted to bring that number to a more manageable number but then COVID-19 happened. Before we send a dollar to what is actually required this year, the Mayor and he will have a conversation as to whether or not we are financially able to do so or can we defer that for one more year.

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

- Construction Sites

He made a decision to open the construction sites for as many workers as they need. They will be keeping social distancing, and will be wearing masks. We have delayed construction for all the sites under construction for two months. We want to let them catch up and get completed as soon as possible.

Councilmember Mendal stated that he has received calls from residents that they do not think it is fair that they have to spend six consecutive days with construction. They feel that they do not get a break from the construction.

Mayor Singer asked if what is bothering them is the noise.

Councilmember Mendal stated that yes, it is the noise. And he's gotten phone calls from two different residents at two different construction sites.

Mayor Singer stated that they are going to let them work on Saturdays through August 31st. Stated that Councilmember Mendal should refer those residents to the Town Manager and maybe the Town Manager can discuss it with the sites. But he believes that letting them go through August 31st would be a big relief for the construction sites.

Town Manager stated that they are going to prohibit deliveries during the weekend, which should address some of the noise issues.

Mayor Singer stated that the problem with the blowers is that it is before 9 a.m.

Town Manager instructed the lieutenant to make sure that they are not allowed to begin work before 9 a.m.

Vice Mayor Bernard Einstein:
None Requested

Councilmember Judy Lusskin:

- Pedestrian Gates

Stated that she has gotten a few phone calls from residents who were disturbed that they could not get in because they were locked, but that was remedied today with them being reopened tomorrow. Feels that we need to come up with a solution to remedy the issues with the gates once in for all.

Town Manager stated that as part of our civic center planning, we are going to put key fobs on the gates so that you cannot get in if you do not have a key fob.

Councilmember Jaime Mendal:

- Flooding

Stated he has gotten a lot of calls regarding flooding. Wanted to give the Town Manager a quick opportunity to explain to the public what was done. Knows that the mulch does explain a big part of it, but what concerned him the most was that there was flooding afterwards and it happened during a time that there was low tide, which was not something that was occurring before.

Town Manager stated that there was not a city in Dade County that did not experience flooding this weekend. The system is supposed to drain the streets once the volume of water starts to decrease. Should always expect to have some flooding and some standing water in the streets, but our system works. You will always have flooding, hopefully not as severe as we had yesterday and hopefully it will clear out faster than it did this weekend. Stated that by adding another catch basin at The Strand we are going to alleviate a lot of these issues.

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz

- Recycling Program

He has cancelled the contract with our recycling company, going to take recycling in house which will save us \$25,000-\$30,000 per year. Most of our residents were not properly recycling, we were only getting 40% participation in Town. This will get us a better participation rate. All of our most eco-friendly residents have all signed off on doing this. Starting this program effective immediately to realize the savings and see a better participation rate.

- Boat Dock Veterans Memorial Park

Because we are getting ready to bid the Center Island Pump Station Program, we are rolling in the Veteran's Memorial program into it. Needs to see if the Council is interested in rolling in a Veteran's Memorial area to the boat dock as part of the Center Island Pump Station design.

Mayor Singer stated that the only thing he would add, and does not know if it is feasible, is a concrete bench to where the flag is.

Town Manger stated that they could add some benches to the back.

Councilmember Lusskin asked if the memorial would be added to the back.

Town Manager stated that as more names are added, they could add more pillars to the back.

Vice Mayor Einstein asked if in terms of the original design of that, wasn't it supposed to be a boat dock for people who didn't have a boat dock in their homes.

Town Manager stated that back when Dr. Feinman was on council that was proposed, but this council decided to do otherwise. They had also proposed a gazebo, but felt like by making it passive it would get more use.

Councilmember Bernstein stated that he sees cars parked there but it was supposed to be a park intended for Golden Beach residents.

Town Manager stated there are four parking places that have been there and are predominantly used by the police department for when they are in the water.

Councilmember Bernstein suggested we remove them.

Mayor Singer stated that we cannot, the police department needs them.

Vice Mayor Einstein asked where the pump station is located.

Town Manager stated that they are underneath the parking.

Vice Mayor Einstein asked if everything is going to be underground.

Town Manager stated no the control panels are above ground.

Town Manager asked Council to hold off the 16th and the 23rd for now as possible council meeting dates.

Town Attorney stated that the Governor has indicated that he is going to keep zoom public meetings until the emergency has been lifted.

Councilmember Lusskin asked how long they'll be under emergency conditions.

Town Attorney stated that he suspects that they will be under some kind of emergency order from the Governor for several months.

R. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Mayor Singer seconded by Councilmember Lusskin

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 6:38 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 16, 2020

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

3

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2679.20- Authorizing the Use of LETF Monies
Assets to Provide for the Purchase of Vehicle Printers,
Portable Tablets and Accessories for Police Officers.**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2679.20 as presented.

Background:

The Administration is seeking authorization to use Law Enforcement Trust Fund (LETF) monies to provide for Vehicle Printers, Portable Tablets and Accessories, which will allow Officers to issue electronic citations. The implementation of an electronic citation and report writing system reduces the chances of errors and increases productivity. This new program will be implemented at the discretion of the Chief of Police and the Town Manger. It is requested that the Town authorize the expenditure of LETF monies in the amount of \$21,000.00 to provide the necessary equipment to Golden Beach Police Department.

Federally Seized Assets: At the discretion of the United States Attorney General under United States Statute: 18 U.S.C. Section 981 (e)(2), and 21 U.S.C. Section 881 (e)(1)(A) and (e)(3)(b), the Golden Beach Police Department may lawfully receive equitable shares of the federally seized funds at the conclusion of legal proceedings. These shares are deposited in the Town's Law Enforcement Trust Fund account.

The U.S. Department of Justice publication titled "*Guide to Equitable Sharing for State and Local Law Enforcement Agencies*" specifically provides that the equitably shared forfeited asset funds resulting from the participation of a local agency in investigations with Federal law enforcement agencies may be utilized by the participating local agency for law enforcement for Community Policing Initiatives and Awareness Programs.

State Seized Assets: Under Florida State Statute (FSS) 932.7055, the Florida Contraband Forfeiture Act, the Golden Beach Police Department lawfully receives equitable share(s) of State seized funds at the conclusion of the legal proceedings involving the regional task force.

LETF for In-Vehicle Printers for Ticket Writing System

Agenda Item 2679.20

Page Two

The Town uses both the federally seized and the State seized funds to increase crime prevention efforts, and to also enhance the quality of police services for Town residents without increasing the Town's budget. The attached item meets the requirements of the Federal and/or State Statute requirements, and funding is requested.

Fiscal Impact:

\$21,000.00 coming from the LETF fund.

Attachments: Agenda Item Resolution

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2679.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (“LETf”) MONIES FOR THE IMPLEMENTATION AND INITIAL PURCHASE OF IN VEHICLE PRINTERS FOR TICKET AND REPORT WRITING SYSTEM; PURCHASE OF PORTABLE TABLETS FOR SAME SYSTEM; ACCESSORIES ALL TO BE USED BY THE GOLDEN BEACH POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to use Law Enforcement Trust Fund (LETf) monies to provide for Vehicle Printers, Portable Tablets and Accessories; and

WHEREAS, it is requested that the Town authorize the expenditure of LETf monies in an amount not to exceed of \$21,000.00; and

WHEREAS, the Town’s LETf account includes assets forfeited to the Town by authority of the Florida Contraband Forfeiture Act and by the Federal Asset Forfeiture Statutes; and

WHEREAS, the Town Council desires to utilize LETf funds to pay for the Printers, Portable Tables, Accessories; and

WHEREAS, the monies contained in the LETf are the result of seized assets from both investigations by the Town’s Police Department and joint investigations with other law enforcement agencies – not from tax revenue; and

WHEREAS, the Chief of Police has recommended that the \$21,000.00 cost be taken from the Town’s LETf for “*other law enforcement purposes*” specifically authorized by law; and

WHEREAS, the Chief of Police certifies that this expenditure complies with § 932.7055, Florida Statutes, and / or the Federal Seizure statutes in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, the Chief of Police certifies that the Town's LETF is not being used as a normal source of revenue for the Town Police Department; and

WHEREAS, the Chief of Police certifies that the Town's LETF was not considered in the adoption and approval of the Police Department budget; 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. The Printers and Associated Costs Use of LETF Authorized. That the use of LETF funds to purchase printers, portable tables and accessories 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 **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 16th day of June, 2020.

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: June 16, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2680.20 - Authorizing the Submittal of the Florida
Municipal Achievement Award

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2680.20 as presented.

Background:

Florida Municipal Achievement Awards recognizes and honors outstanding citizens and city leaders, and cities for their excellent, innovative programs that provide our citizens with great public service. The goal of this program is to focus public attention on the countless good things cities do to improve the quality of life in Florida!

The Florida Citizenship Award focuses on city projects or programs that build stronger, more participative residents. The programs increase civic awareness, education and knowledge, and promote active participation among residents.

Our application will contain details on:

- **Objectives** – What were the program's objectives?
- **Implementation** – How were the program's objectives accomplished?
- **Outcomes** – Were the desired objectives met? If so, what were the outcomes?
- **Measurable** – How did you measure the program's success?
- **Innovative** – Why do you feel this program was an innovative way to meet your objectives?
- **Adaptable** – Can this program be used as a model for other cities?

Fiscal Impact:

None

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2680.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, NOMINATING THE TOWN'S CIVIC CENTER MASTER PLAN COMMUNITY INVOLVEMENT PROJECT FOR THE FLORIDA LEAGUE OF CITIES (FLC) "FLORIDA MUNICIPAL ACHIEVEMENT" AWARD FOR 2020; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida League of Cities (FLC) has established its 2020 Florida Municipal Achievement Award Program to acknowledge a specific, single, citywide effort to successfully address community participation and civic pride and exemplifying characteristics qualifying the Town for the 2020 FLC Florida Municipal Achievement award; and

WHEREAS, the Civic Center Master Plan Community Involvement Project ("the Project") has addressed the Town of Golden Beach's need for expanding its Town Hall and Community-Shared spaces while actively engaging it's citizens; and

WHEREAS, the Project reflects the mission and goals of the municipality; and

WHEREAS, the Town Council believes this project is worthy of statewide notice and recognition, and believes the Project might be a model for other municipalities to use; and

WHEREAS, the Town Council voted to nominate the Project for this prestigious award.

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. Implementation. The Town Manager and Town Mayor are hereby authorized to submit a nomination for the 2020 Florida Municipal Achievement Award programs.

Section 3. Effective Date. 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 Councilmember _____, and on roll call the following vote ensued:

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 16th day of June 2020.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

2020

The Florida League of Cities is pleased to announce the
12th Annual



FLORIDA

MUNICIPAL ACHIEVEMENT AWARDS

THIS PROGRAM RECOGNIZES INNOVATIONS AND
EXCELLENCE IN MUNICIPAL GOVERNMENT.

The Florida Municipal Achievement Awards Program provides municipalities the opportunity to receive deserved recognition for superior and innovative efforts in three award categories:

City Spirit

**Environmental
Stewardship**

Citizenship



CATEGORIES

CITY SPIRIT AWARD

This award will be given to a city for a specific, single, citywide effort to successfully address a local need.

FLORIDA CITIZENSHIP AWARD

This award focuses on city projects or programs that build stronger, more participative residents. The programs increase civic awareness, education and knowledge, and promote active participation among residents. The programs can be for adults and/or youth.

ENVIRONMENTAL STEWARDSHIP AWARD

This award focuses on city programs that promote conservation, improve and protect environmental conditions, and/or provide environmental education and outreach programs within your city.

AWARD CRITERIA

- 1. Objectives:** What were the program's objectives?
- 2. Implementation:** How were the program's objectives accomplished?
- 3. Outcomes:** Were the desired objectives met? If so, what were the outcomes?
- 4. Measurable:** How did you measure the program's success?
- 5. Innovative:** Why do you feel this program was an innovative way to meet your objectives?
- 6. Adaptable:** Can this program be used as a model for other cities?

INSTRUCTIONS

- Five copies** of the nomination packet must be submitted. All five copies must be placed in **separate folders**.
- Your nomination packet **must** include the nomination form, 1,200-word narrative, 150-word narrative summary, letter of recommendation and supporting materials.
- All narratives should be double-spaced on white 8-1/2" x 11" paper. Please include word counts at the bottom of the page.
- Supportive material, such as newspaper clippings, photographs, etc., is limited to **10 8-1/2" x 11" pages** but can be front and back. Do not include video-tapes, DVDs, CDs or PowerPoint presentations.
- Nominations must be postmarked by **Tuesday, June 30, 2020**. No faxes or emails will be accepted. Mail the five nomination packets to:
Sharon Berrian
Florida League of Cities, Inc.
Attn: Municipal Achievement Awards
301 S. Bronough Street, Suite 300 (32301)
P.O. Box 1757
Tallahassee, FL 32302

NOMINATION PACKET MATERIALS

1. **Nomination Form:** This form is found on the back page of this brochure.
2. **1,200-word Narrative:** In this narrative, answer all the criteria questions listed above.
3. **150-word Narrative:** Summarize your nomination in 150 words or less.
4. **Letter of Recommendation:** Include a letter of recommendation from the mayor, council/ commissioner or manager.
5. **Supporting Materials:** Please include any newspaper articles, data, pictures, etc., that support your narrative.

RULES

1. The Florida Municipal Achievement Awards Program is open to Florida cities, towns and villages that are current members of the Florida League of Cities.
2. A municipality may submit one nomination in each of the following categories: City Spirit, Florida Citizenship and Environmental Stewardship. Each nomination must be for a different project.
3. The programs nominated must have been in effect and operating for a minimum of six months. This rule excludes single-day events such as festivals, parades, city anniversaries etc. Projects that are simply "planned" and not yet executed are not good projects to submit.
4. A municipality that has already won is eligible to submit a new project in the same category after five years. (Please visit floridaleagueofcities.com/about-group/award-programs/florida-municipal-achievement-awards for a list of past winners.)
5. Judges reserve the right to not award a winner in every category.

Winners will be announced in August 2020.

Your nomination will not be judged if your nomination does not meet the instruction and rule requirements.

CHECKLIST

Use the checklist below to make sure the **five** nomination packets are complete. Each nomination packet should include:

- Nomination form.
- Letter of recommendation from the mayor, a councilmember/commissioner or city manager.
- 150-word narrative (with word count).
- 1,200-word narrative (with word count).
- Supporting materials.
- Start date of the project.

Contact Sharon Berrian at sberrian@flcities.com or Eryn Russell at erussell@flcities.com or call 850.222.9684 for more information.

2020 Florida Municipal Achievement Awards Program

NOMINATION FORM

NOMINATIONS MUST BE POSTMARKED BY TUESDAY, JUNE 30, 2020

Category (Please check one.) *See Award Criteria for more information. Please print or type.*

A city may submit one nomination in each category; however, each nomination must be for a different project and contain its own nomination form. Please include this nomination form with each of the five copies of your nomination.

CITY SPIRIT AWARD

Name of Project _____

Nominated by _____

(Name of City/Town/Village)

FLORIDA CITIZENSHIP AWARD

Name of Project _____

Nominated by _____

(Name of City/Town/Village)

ENVIRONMENTAL STEWARDSHIP AWARD

Name of Project _____

Nominated by _____

(Name of City/Town/Village)

Contact Person (Please print or type.)

The contact person below may be listed in any League-developed publication and must be an elected city official or city staff person.)

Name _____

Title _____

Government _____

Address _____

Telephone Number _____ Fax _____

Email Address _____

Contact Sharon Berrian at 850.701.3660 or sberrian@flcities.com for more information.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: June 16, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

5

Subject: Resolution No. 2681.20- Approving a Design Build Agreement with Gerrits Construction, Inc. for the Town Civic Center Complex

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2681.20 as presented.

Background:

At the February 18, 2020 Special Town Council Meeting, via Resolution 2672.20 you authorized the Mayor, Town Attorney and I to negotiate a contract with Gerrits Construction, Inc. (the first ranked firm) in response to RFP #2019-01 Request for Proposals, Design-Build for New Town Civic Center.

Gerrits Construction, Inc. has collaborated with Martin Architectural Group for the Design and Construction of the Town's new Civic Center and Complex improvements.

In the attached contract and supporting documents, you will find the agreed-to Contract, Site Plan, Building Design, Floor Plan, and Budget. In the original submittal, Gerrits's price proposal was a guaranteed \$5,337,906.00. During the negotiations process, the Town asked for changes to the original submittal, which increased their base price by \$250,855.00; this increase is owner (Town) driven and sets forth the Guaranteed sum the Town will pay for delivery of this project at \$5,588,761.00.

This project will bring to life a new Civic Center Complex for our residents, employees and guests, while providing facilities, amenities and elements the Town has long needed.

Our Residents will enjoy a completely new park which will include: 2 hard surface tennis courts, a clay tennis court, a pickle ball court, expanded dog park, a new event lawn with a movie projection wall (bringing back our movie nights), a new basketball court, a future community center/gym, a monument sign, and +/-105 parking spaces – just at the site.