



Village Council Meeting

Monday, September 13, 2021 • 4:00 p.m.

NOTE: We will be conducting a ZOOM Council Meeting. Information for resident participation will be emailed.

1. **CALL TO ORDER, ROLL CALL and PLEDGE OF ALLEGIANCE**
2. **ADDITIONS/DELETIONS/REORDERING**
3. **CONSENT AGENDA**
 - a. **RECEIVE AND FILE;** Statement of Revenue and Expenditures for the Fiscal Period Ending August 31, 2021.
 - b. **RESOLUTION NO. 2021-26; AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT;** A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
4. **NEW BUSINESS**
 - a. **LANDSCAPE REVISION AT 3 COUNTRY ROAD;** The Barkers at 3 Country Road are requesting a revision to their approved landscape plan. They are requesting to move the bougainvillea over the garage doors to the front of the house on either side of the front door. They are also calling out a 4-foot bronze aluminum picket fence surrounding the property. Hedges are already in place on both sides of the property, they will be trimmed to allow for the installation of the fence. The Architecture Review Committee believes the plan is in keeping with the character of the Village.
 - b. **PRESENTATION BY RAFTELIS FINANCIAL CONSULTANTS**
 - c. **RESOLUTION NO. 2021-21 - ADOPTING AN AMENDED AND RESTATED UNIFORM WATER AND WASTEWATER SERVICE POLICY;** A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) ADOPTING AN AMENDED AND RESTATED UNIFORM WATER AND WASTEWATER SERVICE POLICY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
 - d. **RESOLUTION NO. 2021-22 – ADOPTING THE 2021 WATER AND WASTEWATER REVENUE SUFFICIENCY STUDY;** A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) ADOPTING THE 2021 WATER AND WASTEWATER REVENUE SUFFICIENCY STUDY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
 - e. **RESOLUTION NO. 2021-23 – ADOPTING A SCHEDULE OF RATES, FEES AND CHARGES FOR WATER AND WASTEWATER;** A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) ADOPTING A SCHEDULE OF RATES, FEES AND CHARGES FOR WATER AND WASTEWATER SERVICE RENDERED BY THE VILLAGE FOR ITS CITIZENS AND OTHER MEMBERS OF THE PUBLIC (UTILITY SYSTEM RATE SCHEDULE); PROVIDING

THAT THE UTILITY SYSTEM RATE SCHEDULE SHALL BE AVAILABLE FOR INSPECTION AT VILLAGE HALL AT ALL TIMES DURING REGULAR BUSINESS HOURS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- f. **RESOLUTION NO. 2021-27 – PLAYGROUND EQUIPMENT DONATION FROM THE VILLAGE HOMEOWNERS ASSOCIATION IN PARK O:** A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) ACCEPTING A DONATION OF \$15,000.00 FROM THE VILLAGE OF GOLF HOMEOWNERS' ASSOCIATION TO ENABLE THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FROM AAA STATE OF PLAY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
- g. **CONTINUATION OF DISCUSSION – CONSTRUCTION SEASON EXTENSION**

- 5. **PUBLIC PARTICIPATION**
- 6. **MANAGER'S REPORT**
- 7. **ATTORNEY'S REPORT**
- 8. **COUNCIL COMMENTS**
- 9. **ADJOURNMENT**

All interested parties are notified to appear at said hearings in person or by attorney and be heard. Any person who decides to appeal any decision of the Village Council with respect to any matter considered at these meetings will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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Village of Golf
Balance Sheet
For GENERAL FUND (001)
August 31, 2021

Assets

001.00.102.00102	PETTY CASH- ADMIN	5,900.00
001.00.142.00102	INVENTORY - POSTAGE METER	10,367.35
001.00.101.00103	CASH - BB&T POST OFFICE ACCT	33,296.74
001.00.142.00103	INVENTORY - POSTAGE STAMPS	22,555.72
001.00.115.00115	ACCOUNTS RECEIVABLE	1,105.17
001.00.151.00151	INVESTMENTS - STATE BOARD	48.66
001.00.151.00152	INVESTMENTS - BB&T	641,336.31
001.00.151.00153	INVESTMENTS - FL TRUST	600,571.95
001.00.155.00155	PREPAID EXPENSES	14,127.07
Total		<u>1,329,308.97</u>
Total Assets		<u>\$ 1,329,308.97</u>

Liabilities and Fund Balance

001.00.220.00220	POSTAGE FORWARDING DEPOSITS	4,993.67
Total		<u>4,993.67</u>
Total Liabilities		<u>4,993.67</u>
001.00.281.00281	FUND BALANCE - CAPITAL INFRASTRUCTURE	63,931.53
001.00.284.00284	FUND BALANCE - UNASSIGNED	1,146,452.60
Total		<u>1,210,384.13</u>
	Excess of Revenue Over Expenditures	113,931.17
Total Fund Balances		<u>1,324,315.30</u>
Total Liabilities and Fund Balances		<u>\$ 1,329,308.97</u>

Village of Golf
Statement of Revenue and Expenditures
Revised Budget
For (00)
For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number	Previous YTD Budget	Previous YTD Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
001.00.311.00300 AD VALOREM TAXES	\$ 1,064,544.00	\$ 1,077,321.33	\$ 1,210,589.00	\$ 1,217,305.29	(0.55%)
001.00.315.00300 COMMUNICATIONS SERVICES	17,600.00	22,019.28	22,859.00	25,484.50	(11.49%)
001.00.316.00300 BUSINESS TAX RECEIPTS	19,500.00	23,912.39	20,100.00	21,463.14	(6.78%)
001.00.323.00300 FRANCHISE FEES - ELECTRIC	57,750.00	56,225.01	64,000.00	60,309.10	5.77%
001.00.323.00301 FRANCHISE FEES - SOLID WA	4,500.00	9,545.23	8,500.00	4,906.08	42.28%
001.00.323.00302 FRANCHISE FEES - GAS	5,250.00	3,201.31	6,000.00	3,770.94	37.15%
001.00.331.00300 FEDERAL REIMBURSEMENT	0.00	2,214.30	0.00	28,400.86	0.00%
001.00.335.00300 STATE REV SHARING - MUNICI	5,958.37	5,562.12	6,058.00	6,433.34	(6.20%)
001.00.335.00301 STATE REV SHARING - HALF C	19,708.37	16,385.71	17,200.00	18,829.30	(9.47%)
001.00.335.00302 STATE REV SHARING - ALCOH	1,125.00	188.78	150.00	188.78	(25.85%)
001.00.335.00303 STATE REV SHARING - PENNY	15,583.37	15,354.20	16,201.00	16,979.32	(4.80%)
001.00.341.00300 SERVICE CHARGE - TRANSP	3,208.37	2,510.00	3,750.00	3,745.51	0.12%
001.00.360.00300 MISCELLANEOUS REVENUE	0.00	66.84	0.00	32,436.09	0.00%
001.00.361.00300 INTEREST INCOME	9,739.62	14,127.85	2,625.00	536.60	79.56%
001.00.381.00300 OPERATING TRANSFERS - IN	456,000.00	456,000.00	460,000.00	460,000.00	0.00%
Total Revenues	\$ 1,680,467.10	\$ 1,704,634.35	\$ 1,838,032.00	\$ 1,900,788.85	(3.41%)
Excess of Revenues Over Expenditures	\$ 1,680,467.10	\$ 1,704,634.35	\$ 1,838,032.00	\$ 1,900,788.85	(3.41%)

Village of Golf
Statement of Revenue and Expenditures
Revised Budget
For ADMINISTRATIVE (01)
For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number		Previous YTD Budget	Previous YTD Actual	Annual Budget	YTD Actual	Remaining Budget %
Expenditures						
001.01.513.12000	PAYROLL	\$ 149,027.12	\$ 144,425.31	\$ 147,033.00	\$ 129,392.00	12.00%
001.01.513.21000	PAYROLL TAXES	11,484.88	10,970.61	11,340.00	9,982.60	11.97%
001.01.513.22000	RETIREMENT CONTRIBUTION	18,260.25	19,062.05	18,667.00	9,344.34	49.94%
001.01.513.23000	LIFE & HEALTH INSURANCE	49,958.37	39,903.76	47,795.00	25,356.97	46.95%
001.01.513.24000	WORKERS COMPENSATION	406.00	334.36	368.00	304.80	17.17%
001.01.513.31000	PROFESSIONAL SERVICES	67,925.00	100,014.77	82,800.00	107,643.70	(30.00%)
001.01.513.32000	ACCOUNTING & AUDITING	25,804.13	26,650.00	28,750.00	26,800.00	6.78%
001.01.513.40000	TRAVEL & PER DIEM	4,125.00	2,952.14	4,500.00	1,704.67	62.12%
001.01.513.41000	TELEPHONE	9,544.37	9,710.02	9,900.00	15,424.89	(55.81%)
001.01.513.42000	POSTAGE	0.00	631.26	0.00	313.06	0.00%
001.01.513.43000	UTILITIES	9,441.63	7,684.75	8,950.00	8,277.50	7.51%
001.01.513.44000	RENTALS & LEASES	8,671.63	9,349.98	9,460.00	8,192.98	13.39%
001.01.513.45000	PROPERTY & LIABILITY INSUR	3,830.00	4,191.40	4,330.00	4,278.12	1.20%
001.01.513.46000	REPAIRS & MAINTENANCE	4,537.50	3,399.16	4,550.00	2,935.98	35.47%
001.01.513.47000	PRINTING & BINDING	1,970.87	1,985.25	2,700.00	1,296.83	51.97%
001.01.513.49000	OTHER CURRENT CHARGES	10,358.37	10,551.44	10,100.00	10,210.85	(1.10%)
001.01.513.51000	OFFICE SUPPLIES	4,583.37	2,956.50	2,500.00	3,789.24	(51.57%)
001.01.513.52000	OPERATING SUPPLIES	2,750.00	6,110.64	7,000.00	8,644.82	(23.50%)
001.01.513.54000	DUES & SUBSCRIPTIONS	6,567.88	11,804.14	10,844.00	12,834.49	(18.36%)
001.01.513.63000	CAPITAL OUTLAY - UNDERGR			0.00	199,760.28	0.00%
001.01.513.91000	CONTINGENCY	0.00	10,704.49	0.00	0.00	0.00%
Total ADMINISTRATIVE Expenditures		\$ 389,246.37	\$ 423,392.03	\$ 411,587.00	\$ 586,488.12	(42.49%)
ADMINISTRATIVE Excess of Revenues Over Expenditur		\$ (389,246.37)	\$ (423,392.03)	\$ (411,587.00)	\$ (586,488.12)	(42.49%)

Village of Golf
Statement of Revenue and Expenditures
Revised Budget
For PUBLIC SAFETY (02)
For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number		Previous YTD Budget	Previous YTD Actual	Annual Budget	YTD Actual	Remaining Budget %
Expenditures						
001.02.521.34000	OTHER CONTRACTUAL SERVI	\$ 517,534.38	\$ 495,798.31	\$ 581,305.00	\$ 433,942.17	25.35%
001.02.521.41000	TELEPHONE	29,608.37	8,148.20	32,300.00	32,513.49	(0.66%)
001.02.521.43000	UTILITIES	4,995.87	4,438.93	5,450.00	3,679.23	32.49%
001.02.521.45000	PROPERTY & LIABILITY INSUR	6,560.00	5,250.32	6,560.00	6,486.48	1.12%
001.02.521.46000	REPAIRS & MAINTENANCE	8,204.13	5,538.05	8,950.00	24,832.80	(177.46%)
001.02.521.51000	OFFICE SUPPLIES	229.13	26.98	250.00	51.22	79.51%
001.02.521.52000	OPERATING SUPPLIES	21,083.37	14,062.95	23,000.00	26,376.79	(14.68%)
001.02.521.54000	DUES & SUBSCRIPTIONS	183.37	786.00	200.00	200.00	0.00%
001.02.521.64000	CAPITAL OUTLAY - EQUIPMEN	0.00	0.00	30,000.00	44,960.38	(49.87%)
Total PUBLIC SAFETY Expenditures		\$ 588,398.62	\$ 534,049.74	\$ 688,015.00	\$ 573,042.56	16.71%
PUBLIC SAFETY Excess of Revenues Over Expenditure	\$	(588,398.62)	\$ (534,049.74)	\$ (688,015.00)	\$ (573,042.56)	16.71%

Village of Golf
Statement of Revenue and Expenditures
Revised Budget
For GROUND MAINTENANCE (03)
For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number	Previous YTD Budget	Previous YTD Actual	Annual Budget	YTD Actual	Remaining Budget %
Expenditures					
001.03.539.12000 PAYROLL	\$ 18,137.13	\$ 17,383.21	\$ 20,577.00	\$ 18,905.15	8.12%
001.03.539.21000 PAYROLL TAXES	2,774.75	2,659.65	3,148.00	2,892.48	8.12%
001.03.539.22000 RETIREMENT CONTRIBUTION	2,374.50	2,426.93	3,292.00	2,656.16	19.31%
001.03.539.23000 LIFE & HEALTH INSURANCE	5,800.63	4,447.96	12,742.00	9,085.27	28.70%
001.03.539.24000 WORKERS COMPENSATION	850.00	699.96	850.00	704.04	17.17%
001.03.539.34000 CONTRACTUAL SERVICES	271,791.63	263,297.86	296,500.00	307,879.42	(3.84%)
001.03.539.41000 TELEPHONE	550.00	512.67	600.00	118.83	80.20%
001.03.539.43000 UTILITIES	2,635.38	2,739.04	2,875.00	2,846.96	0.98%
001.03.539.45000 PROPERTY & LIABILITY INSUR	2,625.00	2,038.96	2,625.00	2,597.40	1.05%
001.03.539.46000 REPAIRS & MAINTENANCE	13,383.37	41,500.62	14,600.00	8,568.24	41.31%
001.03.539.52000 OPERATING SUPPLIES	3,850.00	4,456.42	4,200.00	9,176.41	(118.49%)
Total GROUND MAINTENANCE Expenditures	\$ 324,772.39	\$ 342,163.28	\$ 362,009.00	\$ 365,430.36	(0.95%)
 GROUND MAINTENANCE Excess of Revenues Over Ex	 \$ (324,772.39)	 \$ (342,163.28)	 \$ (362,009.00)	 \$ (365,430.36)	 (0.95%)

Village of Golf
Statement of Revenue and Expenditures
Revised Budget
For FIRE RESCUE SERVICES (04)
For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number	Previous YTD Budget	Previous YTD Actual	Annual Budget	YTD Actual	Remaining Budget %
Expenditures					
001.04.522.34000 FIRE RESCUE SERVICES	\$ 233,972.00	\$ 233,971.72	\$ 243,331.00	\$ 243,330.58	0.00%
Total FIRE RESCUE SERVICES Expenditures	\$ 233,972.00	\$ 233,971.72	\$ 243,331.00	\$ 243,330.58	0.00%
FIRE RESCUE SERVICES Excess of Revenues Over Ex	\$ (233,972.00)	\$ (233,971.72)	\$ (243,331.00)	\$ (243,330.58)	0.00%

Village of Golf

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Statement of Revenue and Expenditures

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Revised Budget

For POST OFFICE (05)

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number		Previous YTD Budget	Previous YTD Actual	Annual Budget	YTD Actual	Remaining Budget %
Expenditures						
001.05.519.12000	PAYROLL	\$ 15,527.38	\$ 11,543.64	\$ 17,616.00	\$ 13,029.56	26.04%
001.05.519.21000	PAYROLL TAXES	1,188.00	882.77	1,348.00	996.73	26.06%
001.05.519.22000	RETIREMENT CONTRIBUTION	1,016.25	811.69	1,409.00	923.04	34.49%
001.05.519.24000	WORKERS COMPENSATION	150.00	123.52	150.00	124.24	17.17%
001.05.519.41000	TELEPHONE	192.50	122.61	210.00	87.50	58.33%
001.05.519.44000	RENTALS & LEASES	2,760.00	2,055.33	2,760.00	2,178.51	21.07%
001.05.519.45000	PROPERTY & LIABILITY INSUR	700.00	700.00	700.00	700.00	0.00%
001.05.519.46000	REPAIRS & MAINTENANCE	458.37	74.75	500.00	117.02	76.60%
001.05.519.51000	OFFICE SUPPLIES	458.37	1,810.18	500.00	409.46	18.11%
Total POST OFFICE Expenditures		\$ 22,450.87	\$ 18,124.49	\$ 25,193.00	\$ 18,566.06	26.30%
POST OFFICE Excess of Revenues Over Expenditures		\$ (22,450.87)	\$ (18,124.49)	\$ (25,193.00)	\$ (18,566.06)	26.30%

Village of Golf
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number	Previous YTD Budget	Previous YTD Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	\$ 1,680,467.10	\$ 1,704,634.35	\$ 1,838,032.00	\$ 1,900,788.85	(3.41%)
Total Expenditures	\$ 1,558,840.25	\$ 1,551,701.26	\$ 1,730,135.00	\$ 1,786,857.68	(3.28%)
Total Excess of Revenues Over Expenditures	\$ 121,626.85	\$ 152,933.09	\$ 107,897.00	\$ 113,931.17	(5.59%)

Village of Golf
Balance Sheet

For STREET/ROAD MAINTENANCE FUND (101)
August 31, 2021

Assets

101.00.101.00101	CASH - BB&T	1,711.72
	Total	<u>1,711.72</u>
	Total Assets	<u>\$ 1,711.72</u>

Liabilities and Fund Balance

Total	<u>.00</u>
Total Liabilities	<u>.00</u>

101.00.281.00281	FUND BALANCE - RESTRICTED	916.74
	Total	<u>916.74</u>
	Excess of Revenue Over Expenditures	<u>794.98</u>
	Total Fund Balances	<u>1,711.72</u>
	Total Liabilities and Fund Balances	<u>\$ 1,711.72</u>

Village of Golf

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Statement of Revenue and Expenditures

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Original Budget

For STREET/ROAD MAINTENANCE FUND (101)

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
101.00.312.00300 LOCAL OPTION GAS TAXES	\$ 2,807.42	\$ 3,075.55	\$ 33,689.00	\$ 29,153.41	13.46%
Total STREET/ROAD MAINTENANCE FUND Revenues	\$ 2,807.42	\$ 3,075.55	\$ 33,689.00	\$ 29,153.41	13.46%
Expenditures					
101.00.539.12000 PAYROLL	\$ 1,714.75	\$ 1,612.51	\$ 20,577.00	\$ 18,905.15	8.12%
101.00.539.43000 STREET LIGHTING	958.33	952.21	11,500.00	9,453.28	17.80%
Total STREET/ROAD MAINTENANCE FUND Expenditu	\$ 2,673.08	\$ 2,564.72	\$ 32,077.00	\$ 28,358.43	11.59%
 STREET/ROAD MAINTENANCE FUND Excess of Revenu	 \$ 134.34	 \$ 510.83	 \$ 1,612.00	 \$ 794.98	 50.68%

Village of Golf
Statement of Revenue and Expenditures
Original Budget

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget %
Total Revenues	\$	2,807.42	\$	3,075.55	\$	33,689.00	\$	29,153.41		13.46%
Total Expenditures	\$	2,673.08	\$	2,564.72	\$	32,077.00	\$	28,358.43		11.59%
Total Excess of Revenues Over Expenditures	\$	134.34	\$	510.83	\$	1,612.00	\$	794.98		50.68%

Village of Golf
Balance Sheet
For BUILDING ACTIVITIES (102)
August 31, 2021

Assets

102.00.101.00102	CASH - BB&T OPERATING	86,207.68
	Total	<u>86,207.68</u>
	Total Assets	<u>\$ 86,207.68</u>

Liabilities and Fund Balance

	Total	<u>.00</u>
	Total Liabilities	<u>.00</u>
102.00.281.00281	FUND BALANCE - RESTRICTED	97,020.72
	Total	<u>97,020.72</u>
	Excess of Revenue Over Expenditures	<u>(10,813.04)</u>
	Total Fund Balances	<u>86,207.68</u>
	Total Liabilities and Fund Balances	<u>\$ 86,207.68</u>

Village of Golf

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Statement of Revenue and Expenditures

Page 1

Original Budget

For BUILDING ACTIVITIES (102)

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues						
102.00.322.00300	BUILDING PERMITS	\$ 15,416.67	\$ 6,344.99	\$ 185,000.00	\$ 373,928.92	(102.12%)
102.00.366.00300	DEVELOPER CONTRIBUTIONS	1,791.67	0.00	21,500.00	39,668.00	(84.50%)
102.00.369.00300	MISCELLANEOUS INCOME	0.00	0.00	0.00	6,050.00	0.00%
Total BUILDING ACTIVITIES Revenues		\$ 17,208.34	\$ 6,344.99	\$ 206,500.00	\$ 419,646.92	(103.22%)
Expenditures						
102.00.521.34000	SECURITY SERVICES	\$ 0.00	\$ 19,490.62	\$ 0.00	\$ 172,494.95	0.00%
102.00.524.12000	PAYROLL	6,373.75	5,963.22	76,485.00	68,553.09	10.37%
102.00.524.21000	PAYROLL TAXES	487.58	456.16	5,851.00	5,244.15	10.37%
102.00.524.22000	RETIREMENT CONTRIBUTION	0.00	0.00	11,637.00	14,989.87	(28.81%)
102.00.524.23000	LIFE, HEALTH, DISABILITY INS	2,160.75	3,305.04	25,929.00	32,877.56	(26.80%)
102.00.524.24000	WORKERS COMPENSATION	0.00	0.00	100.00	82.84	17.16%
102.00.524.31000	PROFESSIONAL SERVICES	6,666.67	10,467.25	80,000.00	127,766.33	(59.71%)
102.00.524.48000	LEGAL ADVERTISING	12.50	0.00	150.00	5,040.00	(3260.00%)
102.00.524.49000	MERCHANT FEES	0.00	98.53	0.00	1,247.77	0.00%
102.00.524.51000	OFFICE SUPPLIES	208.33	0.00	2,500.00	163.40	93.46%
102.00.524.54000	TRAINING, DUES, SUBSCRIPTI	83.33	0.00	1,000.00	2,000.00	(100.00%)
102.00.524.64000	CAPITAL OUTLAY - EQUIPMEN	0.00	0.00	2,848.00	0.00	100.00%
Total BUILDING ACTIVITIES Expenditures		\$ 15,992.91	\$ 39,780.82	\$ 206,500.00	\$ 430,459.96	(108.46%)
BUILDING ACTIVITIES Excess of Revenues Over Expen						
		\$ 1,215.43	\$ (33,435.83)	\$ 0.00	\$ (10,813.04)	0.00%

Village of Golf
Statement of Revenue and Expenditures
Original Budget

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget %
Total Revenues	\$	17,208.34	\$	6,344.99	\$	206,500.00	\$	419,646.92		(103.22%)
Total Expenditures	\$	15,992.91	\$	39,780.82	\$	206,500.00	\$	430,459.96		(108.46%)
Total Excess of Revenues Over Expenditures	\$	1,215.43	\$	(33,435.83)	\$	0.00	\$	(10,813.04)		0.00%

Village of Golf
Balance Sheet
For UTILITY ENTERPRISE FUND (401)
August 31, 2021

Assets

401.00.102.00102	PETTY CASH	100.00
401.00.151.00102	INVESTMENTS - STATE BOARD	5.90
401.00.101.00103	CASH - BB&T	376,637.10
401.00.101.00104	CASH - ONLINE PAYMENTS	2,061.76
401.00.115.00115	ACCOUNTS RECEIVABLE	65,656.47
401.00.151.00151	INVESTMENTS - BB&T	602,482.95
401.00.155.00155	PREPAID EXPENSES	21,871.78
401.00.161.00161	LAND	17,797.50
401.00.161.00162	LAND IMPROVEMENTS	96,383.24
401.00.164.00164	UTILITY PLANT	9,504,156.84
401.00.166.00166	MACHINERY & EQUIPMENT	2,522,235.70
401.00.167.00167	ACCUMULATED DEPRECIATION	(8,811,978.66)
Total		<u>4,397,410.58</u>
Total Assets		<u>\$ 4,397,410.58</u>

Liabilities and Fund Balance

401.00.210.00210	COMPENSATED ABSENCES	49,638.13
401.00.232.00232	BONDS PAYABLE	889,715.48
Total		<u>939,353.61</u>
Total Liabilities		<u>939,353.61</u>
401.00.274.00274	NET INVESTMENT IN CAPITAL ASSETS	2,376,446.30
401.00.276.00276	UNRESTRICTED	857,429.29
Total		<u>3,233,875.59</u>
Excess of Revenue Over Expenditures		<u>224,181.38</u>
Total Fund Balances		<u>3,458,056.97</u>
Total Liabilities and Fund Balances		<u>\$ 4,397,410.58</u>

Village of Golf

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Statement of Revenue and Expenditures

Page 1

Original Budget

For UTILITY ENTERPRISE FUND (401)

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
401.00.343.00300 WATER REVENUE	\$ 89,905.42	\$ 14,648.72	\$ 1,078,865.00	\$ 1,143,699.14	(6.01%)
401.00.343.00301 SEWER REVENUE	82,876.25	16,909.20	994,515.00	1,042,053.40	(4.78%)
401.00.343.00302 HYDRANT REVENUE	0.00	0.00	15,000.00	15,000.00	0.00%
401.00.343.00303 OTHER INCOME	1,916.67	5,214.61	23,000.00	59,623.07	(159.23%)
401.00.343.00304 LIEN SEARCHES	600.00	500.00	7,200.00	11,300.00	(56.94%)
401.00.361.00300 INTEREST INCOME	229.17	0.00	2,750.00	263.56	90.42%
Total UTILITY ENTERPRISE FUND Revenues	\$ 175,527.51	\$ 37,272.53	\$ 2,121,330.00	\$ 2,271,939.17	(7.10%)
Expenditures					
401.00.536.12000 PAYROLL	\$ 25,455.83	\$ 47,999.46	\$ 305,470.00	\$ 284,357.68	6.91%
401.00.536.14000 OVERTIME	1,266.67	799.33	15,200.00	12,027.09	20.87%
401.00.536.21000 PAYROLL TAXES	2,044.33	3,733.11	24,532.00	22,673.47	7.58%
401.00.536.22000 RETIREMENT CONTRIBUTION	0.00	0.00	24,438.00	17,983.62	26.41%
401.00.536.23000 LIFE & HEALTH INSURANCE	6,640.67	5,663.82	79,688.00	62,358.39	21.75%
401.00.536.24000 WORKERS COMPENSATION	0.00	0.00	10,500.00	8,803.08	16.16%
401.00.536.31000 PROFESSIONAL SERVICES	7,113.33	1,424.20	85,360.00	54,892.25	35.69%
401.00.536.32000 ACCOUNTING & AUDITING	2,345.83	1,500.00	28,150.00	26,800.00	4.80%
401.00.536.34000 OTHER CONTRACTUAL SERVI	47,201.67	40,461.76	566,420.00	474,490.85	16.23%
401.00.536.40000 TRAVEL AND PER DIEM	41.67	0.00	500.00	0.00	100.00%
401.00.536.41000 TELEPHONE	1,202.50	795.36	14,430.00	9,779.52	32.23%
401.00.536.42000 POSTAGE	0.00	0.00	0.00	2,003.22	0.00%
401.00.536.43000 UTILITIES	5,416.67	5,860.60	65,000.00	57,565.06	11.44%
401.00.536.44000 RENTALS & LEASES	41.67	0.00	500.00	2,025.66	(305.13%)
401.00.536.45000 PROPERTY & LIABILITY INSUR	0.00	0.00	54,200.00	55,394.00	(2.20%)
401.00.536.46000 REPAIRS & MAINTENANCE	6,416.67	25,236.14	77,000.00	222,153.71	(188.51%)
401.00.536.49000 OTHER CURRENT CHARGES	187.50	118.90	2,250.00	2,414.59	(7.32%)
401.00.536.51000 OFFICE SUPPLIES	66.67	0.00	800.00	512.00	36.00%
401.00.536.52000 OPERATING SUPPLIES	10,091.67	13,449.77	121,100.00	110,095.38	9.09%
401.00.536.54000 DUES, MEMBERSHIPS & SUBS	1,425.42	0.00	17,105.00	14,423.00	15.68%
401.00.536.63000 CAPITAL - INFRASTRUCTURE	0.00	0.00	0.00	26,343.41	0.00%
401.00.536.64000 CAPITAL - MACHINERY & EQUI	37,916.67	6,753.09	455,000.00	43,710.01	90.39%
401.00.536.71000 DEBT SERVICE	0.00	0.00	149,717.00	76,951.80	48.60%
401.00.581.91000 OPERATING TRANSFERS - OU	0.00	0.00	460,000.00	460,000.00	0.00%
Total UTILITY ENTERPRISE FUND Expenditures	\$ 154,875.44	\$ 153,795.54	\$ 2,557,360.00	\$ 2,047,757.79	19.93%
UTILITY ENTERPRISE FUND Excess of Revenues Over	\$ 20,652.07	\$ (116,523.01)	\$ (436,030.00)	\$ 224,181.38	151.41%

Village of Golf

9/8/2021 12:32pm

Statement of Revenue and Expenditures

Page 2

Original Budget

For the Fiscal Period 2021-11 Ending August 31, 2021

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget %
Total Revenues	\$	175,527.51	\$	37,272.53	\$	2,121,330.00	\$	2,271,939.17		(7.10%)
Total Expenditures	\$	154,875.44	\$	153,795.54	\$	2,557,360.00	\$	2,047,757.79		19.93%
Total Excess of Revenues Over Expenditures	\$	20,652.07	\$	(116,523.01)	\$	(436,030.00)	\$	224,181.38		151.41%

RESOLUTION NO. 2021-26

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, all local governments are required to place certain information regarding their building department matters online and to make the online program interactive (the Building Program); and

WHEREAS, the South Central Planning and Development Commission (SCPDC) is a regional planning commission and political subdivision of the State of Louisiana able to provide the services required to establish and operate the Building Program.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, THAT:

Section 1: The Intergovernmental Agreement for SCPDC Software License and Service Agreement (the Agreement) attached to this Resolution as Exhibit "A" between SCPDC and the Village to establish and operate the Building Program is approved and the Mayor is authorized to execute the Agreement.

Section 2: This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 13th day of September 2021.

VILLAGE OF GOLF

Michael E. Botos, Mayor

ATTEST:

Donn M. Lynn, Village Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Claudia M. McKenna, Village Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT**

Sec. 1. Parties and Purpose

1.1. Village of Golf ("Licensee"), a Political Subdivision of the State of Florida domiciled in Palm Beach County.

1.2. The South Central Planning and Development Commission ("Licensor") or ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created MyGovernmentOnline, software (the "SCPDC Software") and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide services and support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of the Contract Documents.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit

applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee.

3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in Schedule A. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in Schedule C, Maintenance and Support.

3.3 COPIES. The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for

backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Except as otherwise provided in Schedule A, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A. Payments and any interest on late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax and shall provide one another with a tax exemption certificate. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 SERVICES. SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 EXPENSES. License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC.

Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost.

5.5 INVOICES. All invoices under this Agreement shall be sent to the attention of
Village of Golf
21 Country Road
Village of Golf, FL 33436

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT. There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY

WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION.

To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1 and 8.3, the non-breaching party may pursue its legal and equitable remedies.

8.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("Licensee Data"). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

8.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SPCDC warrants that Licensee's Data and any information stored by SPCDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

8.5 PUBLIC RECORDS. SCPDC acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. SCPDC shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. SCPDC shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, SCPDC agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event SCPDC fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period SCPDC still fails to allow access to such documents, terminate this Agreement.

8.6 CHOICE OF LAW & VENUE. The terms and conditions of this Agreement shall be interpreted by the substantive and procedural law of the State of Florida, and any litigation, including injunctive relief, shall be filed in the Circuit Court of the Nineteenth Judicial Circuit in the State of Florida.

IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Village of Golf
21 Country Road
Village of Golf, FL 33436
561-732-0236

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("Initial Term"). The contract will

automatically renew for 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Should Licensee terminate this agreement for any reason, Licensee shall provide 90 day notice to SCPDC. SCPDC shall provide Licensee access to all stored data, documentation and confidential information produced by the Village of Golf.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

10. NON-ASSIGNMENT. Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: Village of Golf

Address: 5058 West Main St.
Houma, LA 70360

Address: 21 Country Road
Village of Golf, FL 33436

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this

Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.10 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

VILLAGE OF GOLF

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION

By:

By:

Date

Date

SCHEDULE A

INTERGOVERNMENTAL AGREEMENT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S MyGovernmentOnline Software Modules available for subscription under this agreement are: Permits and Licensing (MyPermitNow), Planning & Zoning, Solution Center (Code Enforcement), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

B. LICENSE FEE

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

			MONTHLY RATE	
Permit Volume	Overage Rate	Permits	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 0 – 500 Permit Volume package. It is understood this will be billed on a levelized billing system of \$260.42 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

On-Site Visits: Reimbursement of lodging, transportation and meals as defined in section 5.4.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:

Code Enforcement Module (unlimited) - \$275.00

Monthly Cost: \$275.00

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
INTERGOVERNMENTAL AGREEMENT
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT
MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m. CST
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@mygovernmentonline.org

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for

Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

- (i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release
- (ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;
- (iii) Support Call (Tier 1): Issue resolved within one (1) business day,, and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse licensor for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification,

alteration or addition of the Software made by Licensee pursuant to procedures received from SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE. For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyPermitNow Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA. SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Accepted:

Village of Golf

By:

Date: _____

South Central Planning and Development Commission

By:

Date: _____



Agenda Item Request

To: Mayor and Village Council
From: Christine Thrower-Skinner, Village Manager
Meeting Date: Sept. 3, 2021
Re: 3 Country Rd. Landscape Revisions

The Barkers at 3 Country Road are requesting a revision to their approved landscape plan. They are requesting to move the bougainvillea over the garage doors to the front of the house on either side of the front door. They are also calling out a 4-foot bronze aluminum picket fence surrounding the property. Hedges are already in place on both sides of the property, they will be trimmed to allow for the installation of the fence. The Architecture Review Committee believes the plan is in keeping with the character of the Village.



Architectural Corporation
FL Registration - AA2603344
444 25th Street *1
West Palm Beach, Florida 33407
Telephone 561-853-592
Fax 561-853-3446

BARKER

3 COUNTRY ROAD
VILLAGE OF GOLF, FL
33436



1 SOUTH ELEVATION
1/4" = 1'-0"

approved

SOUTH ELEVATION
RENDERING

A-006



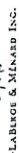
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

BARKER RESIDENCE

3 Country Road
Village of Golf, FL 33436

TROPICAL GROWERS INTERNATIONAL

proposed



Architectural Corporation
FL Registration - A.A.2000344
444 22nd Street • 1
West Palm Beach, Florida 33407
Telephone 361/655-6267
Fax 361/655-3946

SECRET/NOFORN

BARKER

3 COUNTRY ROAD
VILLAGE OF GOLF, FL
33456



DATE	TIME	DESCRIPTION
		POLICY NO. 1111
		CAR INFO FILE. 11/11/11 - 11/11/11 - 11/11/11
		SALES 21:
		CAR'S DT:
		RATE: 2,421

SITE PLAN

100-

ZONING INFORMATION

R ZONING DISTRICT

REQ'D.		PROPOSED
MIN. LOT AREA	21,544 sq. ft.	21,544 sq. ft.
MIN. LOT DIM.	175'-0"	175'-0"
MIN. FRONT YARD WIDTH	120'-0"	120'-0"
FRONT SETBACK	50'-0"	51'-1.5"
SIDE SETBACK 1-STORY	20'-0"	23'-0"
REAR SETBACK 1-STORY	20'-0"	25'-0"
MAX FLOOR AREA RATIO	4.268 sq. ft.	3,330 sq. ft.
MAXIMUM LOT COVERAGE	30%	15%
REQUIRED OPEN SPACE	1,363 sq. ft.	64.6%
MAX. OVERALL HEIGHT	25 ft.	19.5 ft.
MAX. OVERALL HEIGHT ONE STORY		

TYPICAL EXTERIOR WALL

INSTALL $\frac{5}{8}$ " GYPSUM WALL BOARD ON $\frac{7}{8}$ " METAL FURRING AT 16" O.C.
ON 6" EXTERIOR MASONRY WALLS.

TYPICAL INTERIOR PARTITION

2x4 METAL FRAMING AT 16" O.C. WITH METAL TRACKS ATTACHED TO CONC. FLOOR SLAB OR ROOF TRUSSES AT 24" O.C. (MAX) WITH 1/2" CYPRESS WALLBOARD AT BOTH SIDES.

TYPICAL CEILING

**INSTALL $\frac{5}{8}$ " C.W.B. TO CEILING FRAMING/PURRING OR ROOF TRUSS
BOTTOM CORDS AT 24" o.c. (MAX.)**

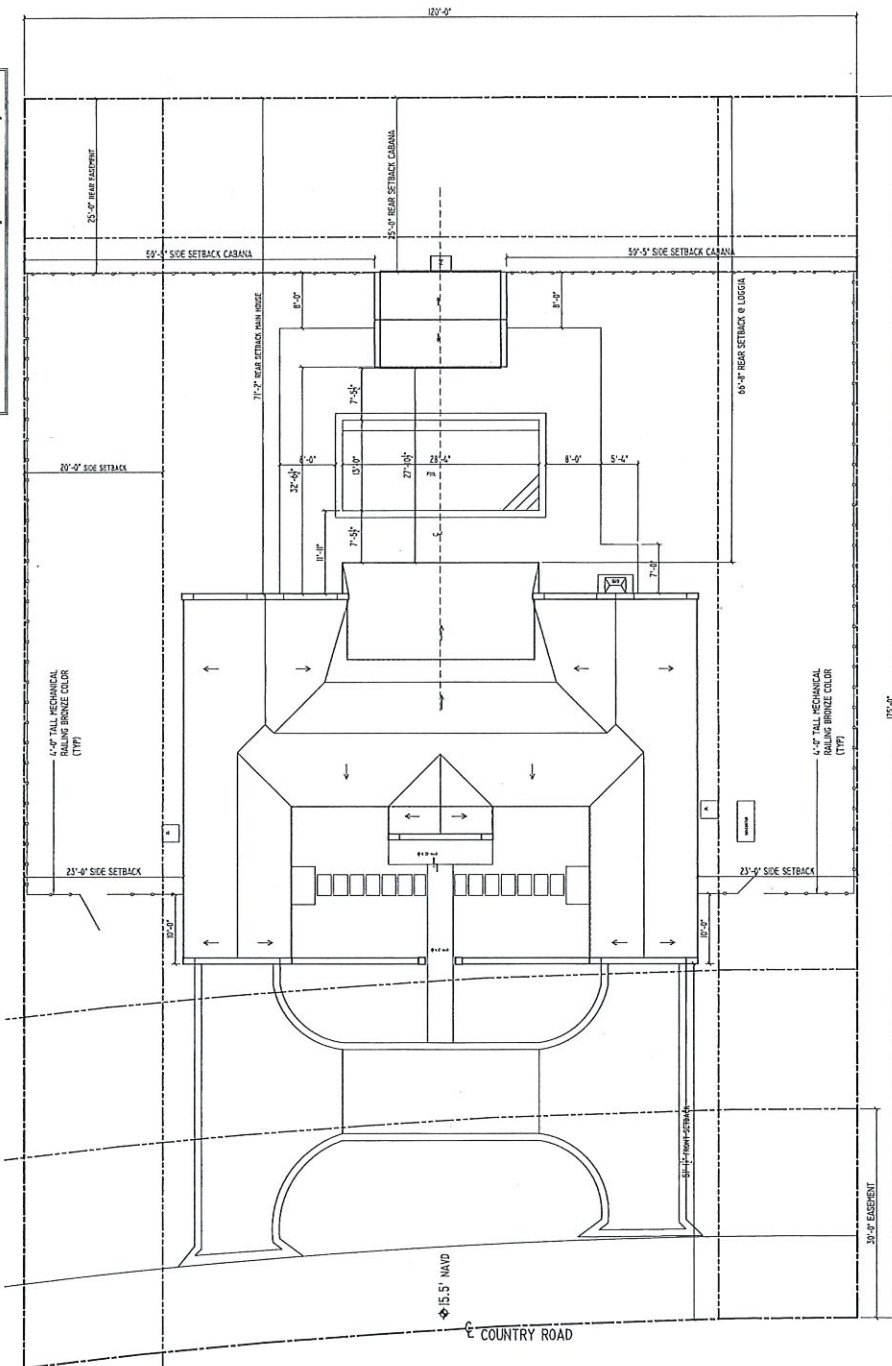
TYPICAL INSULATION

INSTALL R-5.0 (MIN) INSULATION AT NEW MASONRY WALLS. INSTALL R-20 (MIN) ICYNENE INSULATION OR EQUAL AT THE UNDERSIDE OF ROOF SHEATHING, CONTIGUOUS TO THE WALL INSULATION. REFER TO ENERGY CALCULATIONS FOR REQUIRED INSULATION.

GENERAL NOTES

OCCUPANCY GROUP: RESIDENTIAL (R-3)

- [illegible]



1

1 SITE PLAN
1/8" = 1'-0"

100-

RESOLUTION NO. 2021-21

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) ADOPTING AN AMENDED AND RESTATED UNIFORM WATER AND WASTEWATER SERVICE POLICY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village of Golf (Village) operates a water and wastewater utility system (the Utility System); and

WHEREAS, by Resolution No. 2008-03 the Village Council adopted an updated Uniform Water and Sewer Service Policy (the Utility Service Policy); and

WHEREAS, by Resolution No. 2016-03, the Village Council adopted an amendment to the Utility Service Policy; and

WHEREAS, the Village Council has determined that an amended and restated utility service policy is in the best interest of the Village and its utility service customers.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, THAT:

Section 1: The Village Council of the Village of Golf hereby officially adopts the Amended and Restated Uniform Water and Wastewater Service Policy attached to this Resolution as Exhibit "A" (the Utility Service Policy) and directs that such policy be available for inspection at Village Hall at all times during regular business hours.

Section 2: The Utility System Policy attached hereto as Exhibit "A" supersedes and repeals any and all utility service policies, including specifically the policy adopted by Resolution No. 2008-03, and amended by Resolution No. 2016-03.

PASSED AND ADOPTED this 13th day of September 2021.

VILLAGE OF GOLF

Michael E. Botos, Mayor

ATTEST:

Donn M. Lynn, Village Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Claudia M. McKenna, Village Attorney

VILLAGE OF GOLF UNIFORM WATER AND SEWER

SERVICE POLICY ADOPTED

SEPTEMBER 13, 2021

ARTICLE 1 - GENERAL

1.1. PURPOSE:

1.1.1. The Village of Golf ("Village") operates a water and wastewater utility system (the "Utility System"). By adopting this Amended and Restated Uniform Water and Wastewater Policy (alternatively the "Utility Service Policy" or "Policy"), the Village intends to provide water and wastewater service ("Utility Services") to those persons seeking the same, on a uniform and non-discriminatory basis, throughout its service area (the "Service Area"). For purposes of this Policy, Service Area includes areas contained within and outside the municipal boundaries of the Village. The Village intends to operate, maintain and repair the Utility System in a manner that will allow the Utility System to operate economically and effectively over the life of the facilities.

1.1.2. The Village intends to develop cost-effective service and maintenance protocols and to strenuously oppose any incursions into the Service Area, whether in the form of expanded franchised service areas, on-site water and wastewater facilities or in the tapping of resources within the Service Area.

1.1.3. To assure sound planning and professional development of the Utility System to serve the residents, businesses and other utilities, as necessary, the Village will develop short and long-term planning documents addressing capital projects and equipment needs to be considered in its annual budgets. A long-term master plan will be updated at least every five (5) years during periods of rapid and significant development within the Service Area.

1.2. VALIDITY:

This Utility Service Policy supersedes and replaces any and all rules, regulations and orders under which the Village has previously supplied Utility Services.

1.3. APPLICABILITY:

The Utility Service Policy is, and shall be, a part of rate schedules, applications and contracts for Utility Services, and, in the absence of specific written agreement to the contrary, applies without modification or change to every consumer to whom the Village renders service,

and to every developer and land owner who seeks service from the Village. The obligation of the Village to provide service is limited to those developers and consumers to whom service extension is economically and operationally feasible. In the event that a portion of the Utility Service Policy is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Policy.

1.4. ANNUAL REVIEW:

The Village shall annually review the Utility Service Policy to ensure professional operation and maintenance of the Utility System. Any revisions to the Utility Service Policy shall be adopted by resolution of the Village Council.

1.5. COSTS ASSESSED:

The Village shall analyze the costs of Utility Services as they are generated and assess such costs to those receiving the benefit on a uniform and non-discriminatory basis. A schedule of rates, fees and charges (the Utility Service Rate Schedule) shall be adopted by resolution of the Village Council from time to time.

ARTICLE 2 - DEFINITIONS

2.1 DEFINITIONS: The definitions listed herein are general or local terms used in this Policy. Technical terms used in this Policy are defined in various technical resource texts, such as the STANDARDS METHODS, ASTM STANDARDS, AWWA and WPCF STANDARDS, and the appropriate FAC, and are adopted by reference.

2.2. ABBREVIATIONS:

ADF	- Average Daily Flow
ASTM	- American Society for Testing of Materials
AWWA	- American Water Works Association
CIAC	- Contribution-In-Aid-Of-Construction
DEP	- Department of Environmental Protection
EPA	- United States Environmental Protection Agency
ERC	- Equivalent Residential Connection
FAC	- Florida Administrative Code
IWS	- Industrial Waste Surcharge
PBC	- Palm Beach County
PBCHDR	- Palm Beach County Health Department
O&M	- Operations and Maintenance
R&R	- Renewal and Replacement
WPCF	- Water Pollution Control Federation

2.3. AT COST:

At Cost includes current costs of all equipment, man-hours and materials used to perform a defined task, including an administrative/overhead charge, with a minimum charge.

2.4. AVERAGE DAILY FLOW (ADF):

ADF is the average daily flow used in determining average usage. All consumption data listed in this Policy shall be considered ADF, unless otherwise specified.

2.5. BUILDING DRAIN:

“Building drain” means that part of the lowest horizontal piping of a building wastewater system which receives the discharge from sanitary wastewater, waste fixtures and pipes inside the walls of the building and conveys to the building wastewater which begins approximately three (3) feet outside the inner face of the building wall.

2.6. BUILDING WASTEWATER:

“Building wastewater” means the extension from the building drain to the wastewater lateral connected to the main or other place for disposal.

2.7. CAPACITY RESERVATION:

Capacity Reservation is that capacity in the Utility System reserved for the future consumer for which capacity the consumer is required to make reasonable payment based on the fixed costs of the Utility System.

2.8. COMMERCIAL SERVICE:

Commercial service is Utility Services for non-residential use.

2.9. CONTRIBUTION-IN-AID-OF-CONSTRUCTION (“CIAC”):

CIAC is the sum of money and/or the value of the property represented by the cost of the water distribution and wastewater collection systems, including lift stations, constructed or to be constructed by a developer or the owner of specified property, which such developer or owner transfers, or agrees to transfer, to the Village at no cost to the Village in order to induce the Village to provide utility service to specified property.

2.10. CONSUMER INSTALLATION:

Consumer installation is all facilities ordinarily on the consumer’s side of the point of delivery.

2.11. CONSUMER:

Consumer includes the person, persons, household, family, association, agent, business, company, developer, partnership or other entity which accepts or receives any or all of the Utility Services provided by the Village.

2.12. DWELLING UNIT :

A dwelling unit is a single unit or suite designated or intended for single-family occupancy, including, but not limited to, one single-family house, one side of a duplex, one apartment, one unit in a condominium, etc.

2.13. EQUIVALENT RESIDENTIAL CONNECTION (ERC):

ERC is a factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose, the average daily flow of one equivalent residential connection (ERC) is estimated to be 350 gallons per day (gpd). The number of ERCs contained in a given ADF is determined by dividing that ADF by 350 gpd. The determination of the number of ERCs for the property shall be subject to factoring as outlined in this Policy.

A residential, commercial or industrial consumer may thus require a larger number of gallons per day than 350 depending upon water demand characteristics.

ERCs for non-residential use shall be determined at the Village's discretion, and may be based on meter size and type as follows:

Meter Size	Meter Type	ERCs
5/8"-3/4"	Displacement	1
1"	Displacement	2.5
1 1/2"	Displacement	5.0
2"	Displacement, Compound or Turbine	8
3"	Displacement	15
3"	Compound	16
3"	Turbine	17.5
Above 3"	Set by Service Company	

2.14. FIRE LINE:

A fire line is a water line provided for the exclusive purpose of supplying fire sprinklers, standpipes, fire hydrants and/or fire hose stations or similar devices on privately-owned property structures.

2.15. VILLAGE ENGINEER:

The Village Engineer is the appointed firm of consulting engineers retained by the Village to provide engineering services.

2.16. INDUSTRIAL WASTE SURCHARGE (IWS):

IWS is the charge, in addition to the Utility System rates, established to partially defray additional costs to the Village as an incentive to a consumer to provide wastewater on a steady-rate basis and within normal domestic sewage criteria. No consumer may introduce any pollutants prohibited by the EPA as part of industrial wastes presented to Village.

2.17. MINIMUM BILL:

Minimum bill is that amount as a minimum monthly charge to each consumer necessary to partially support the Utility System to provide service to the consumer, on demand, to support the Utility System's fixed costs, sometimes referred to as the Base Facility Charge.

2.18. NORMAL BUSINESS HOURS:

The normal business hours for the Utility System are 8:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays.

2.19. PERMITTED USE:

Village water may be used only for normal, potable, swimming pool and household or commercial use. No Village water may be used for irrigation purposes or any other purpose prohibited by this Policy.

2.20. PLANT CONNECTION CHARGES:

Plant connection charges are the charges required of a consumer to initially tie into the Utility System and further induce the Village to provide water and wastewater service, represented by the capital cost of treatment plants, raw water supply and effluent disposal necessary to provide utility service to specified property. It does not include CIAC.

2.21. POINT OF DELIVERY:

Point of delivery is the point where the pipes or meter(s) of the Village are connected with the pipes of the consumer. Unless otherwise indicated, the point of delivery shall be the consumer's side or discharge side of the water meter(s), or to the last pipe owned and operated by the Village where no meter is installed, that will be utilized for delivery of water service, and the wastewater main, wastewater lateral connection, or last manhole owned and operated by the Village for wastewater service to the consumer.

The Village shall, according to the terms and conditions of this Policy, own all pipes and appurtenances to the point of delivery, unless otherwise agreed upon. The pipes and appurtenances inside the point of delivery shall belong to others.

2.22. UTILITY SERVICE RATE SCHEDULE:

The utility service rate schedule is the schedule or schedules of rates and charges for the

particular class of service established by the Village for utility service, which may be amended from time to time by the Village Council.

2.23. RESIDENTIAL SERVICE:

Residential service is utility service intended for normal dwelling use, including single-family and multi-family homes, apartments, condominiums, trailers, and the like.

2.24. SERVICE CHARGES:

Service charges are charges, including application charge, plan review charge, inspection charge, legal fees and meter and backflow prevention device charges assessed to an individual consumer sufficient to pay for special services not benefiting the W/WW systems' consumers as a whole. Service charges also includes those charges which are statutorily permitted to be charged to consumers located outside the Village's municipal boundaries.

2.25. TAMPERING:

Tampering shall have the meaning defined in Florida law.

2.26. UNAUTHORIZED CONNECTION/USE:

Unauthorized Connection/Use is a connection or use made of the Utility System without the Village's approval and/or contrary to established procedures. Such connection or use shall be considered unauthorized and for which an Unauthorized Connection/Use charge shall be assessed.

The Village shall have such further legal recourse as the unauthorized connection or use may warrant.

2.27. WATER ONLY SERVICE:

Water only service applies to those residences and business establishments utilizing potable water which is not returned as sewage. Potable water for irrigational purposes is not permitted. However, potable water is permitted for use or for consumption with septic tanks, if permissible by law or ordinance.

ARTICLE 3 - CUSTOMER SERVICE

3.1. APPLICATION REQUIRED:

A written application for utility service is required.

3.2. SERVICE ACTIVATION:

Having accepted a written application for service, Village will promptly schedule such service to be activated and in no case shall service be initiated more than three working days after

receipt of application. This same requirement will exist for reinstatement of service when such service has been terminated for non-payment of debt, after all debts have been resolved.

3.3. WITHHOLDING OF SERVICE:

The Village may withhold or discontinue service rendered under application by any consumer, unless all prior debts have been settled in full, including connection charges, capacity reservation, minimum bill, etc.

3.4. LIMITATION OF USE:

Utility Services purchased from the Village shall be used by the consumer only and the consumer shall not sell or otherwise dispose of such service supplied by the Village. In no case shall a consumer, except with the written consent of the Village, extend the consumer's lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish utilities service for adjacent property, even though such adjacent property is owned by such consumer. In case of such unauthorized extension, re-metering, sale or disposition of service, consumer's service is subject to discontinuance until such unauthorized extension, re-metering, sale or disposition is discontinued and full payment is made to the Village for all services charges, including all extra expenses incurred as a result thereof.

3.5. CONTINUITY OF SERVICE:

The Village will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the consumer for failure or interruption of continuous utility services. The Village shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, repairs or adjustments, acts of sabotage, enemies of the United States, wars, federal, state, municipal or other governmental interference, acts of God or other causes beyond its control.

3.6. LIABILITIES:

3.6.1. Consumer's: The consumer is responsible to properly protect the Village's property serving the consumer's premises and shall not permit anyone except the Village's agents or persons authorized by law to have access to Village pipes and apparatus. In the event of any loss or damage to property of the Village caused by apparent carelessness, neglect, abuse or misuse on the part of the consumer, the cost of making good such loss or repairing such damage shall be assessed to the consumer. Damages as a result of tampering will be pursued in addition to the recovery of costs.

3.6.2. Village's: The Village is liable for potable water delivery to and/or acceptance of sewage from the consumer. For this reason, the Village reserves the right to inspect the consumer's premises when the Village has reason to suspect toxic, dangerous, noxious, injurious or damage producing chemicals, processes or contaminants affecting the Utility System to the detriment of other consumers, Village facilities or personnel.

3.7. CHANGE OF CONSUMER'S INSTALLATION:

Changes to the consumer's installation will be made when deemed necessary by the Village, at the Village's expense. If requested by the consumer, or if a consumer's service installation needs to be moved due to consumer's construction (i.e., driveway), such change will be at consumer's expense.

If the change is due to inadequate or oversized meter or the Village's service line sizes, the Village will have such proper sizes installed. Costs for such installation and connections will be borne by the consumer.

3.8. INSPECTION OF CUSTOMER'S INSTALLATION:

All consumers' service installations or changes shall be inspected by the Village upon completion to ensure that consumers' piping, equipment and devices have been installed in accordance with accepted standard practice and such local governmental or other rules/codes as may be in effect. Where municipal or other governmental inspection is required by local rules, codes and/or ordinances, the Village cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Village, and the consumer has paid all costs of inspection.

3.9. ACCESS TO PREMISES:

The duly authorized agents of the Village shall have access at all reasonable hours to the premises of the consumer for purpose of installing, maintaining, repairing and inspecting or removing the Village's property, reading meters and other purposes incident to performance under or termination of the Village's agreement with the consumer, and in such performance shall not be liable for trespass.

3.10. RIGHT-OF-WAY OF LIFT STATION EASEMENTS:

The consumer shall grant or cause to be granted to the Village, and without costs to the Village, all rights, easements, permits and privileges which are necessary for the rendering of service, including operations, maintenance, removal and replacement of Village facilities. Where easements or rights-of-way are required, such documents will be provided in final form acceptable to the Village (including recording) prior to commencement of service. The consumer shall provide evidence satisfactory to the Village that it has the right to grant said easement, free and clear of all encumbrances.

3.11. SERVICE:

The Village is required to provide the necessary facilities on a cost-effective, long-term economy of operation basis. Facilities, equipment and procedures will be performance oriented to provide such service to the consumer on a continuing economical basis. Likewise, once connected to the Utility system, a consumer remains an "on-line" consumer and in turn is obligated to pay a minimum monthly charge until such time as the consumer is permanently disconnected.

3.12. WATER/WASTEWATER SERVICE AVAILABILITY:

Whenever water and wastewater service are reasonably available, both services shall be provided.

3.13. DRY LINES/FACILITIES:

Dry lines and facilities, when required, will be constructed in accordance with Village Minimum Standards.

3.14. WASTEWATER BACKUP:

Inasmuch as most of the problems resulting in wastewater backup are caused by plugging of the building wastewater by deleterious objects, or consumers' trees, whose roots have grown into the building wastewater, or Village stub-out, the following procedures will apply:

3.14.1. Village will immediately respond and investigate the cause of the backup, clearing any Village Wastewater main obstructions.

3.14.2. If the wastewater main is clear, the Village will so advise the consumer and will: a) work with the consumer's licensed plumber to clear the building wastewater, or b) work on the building water/wastewater main will be performed by the Village from the point of connection to the main. If the trouble source is found to originate on private property or by private action, an at cost charge will be assessed to the consumer.

3.15. PROHIBITED CONNECTION:

It shall be unlawful for any person to cause a connection to be made or to allow one to exist for any purpose whatsoever between the Village water supply system and any other source of water supply; except that the Village may interconnect its water supply system with any other water utility system which has been approved by the DEP and PBCHD, or any other municipal water supply system which has the approval of the DEP and the PBCHD. It shall be unlawful for any person to cause a connection to be made into improperly constructed pools, reservoirs, storage tanks, standpipes and unsanitary containers of any kind in which the water therein is stored and is subjected to contamination. Any and all connections to the water system which must discharge into such pools, reservoirs, storage tanks or standpipes must be so connected in a manner to prevent siphoning back of the water therein stored into the Village water supply system in the event of the development of a negative pressure in the Village water supply system.

3.16. WATER STORAGE:

All pools, reservoirs, storage tanks, standpipes or other containers in which water from the Village water supply system is stored or from which the water therein stored is circulated through pipes connected to the Village water supply system, must be approved by the DEP and the PHCHD, as applicable, as to the sanitary condition and ability to adequately protect the water

therein stored from contamination, which approval must be obtained prior to receipt of final approval by the Village for their intended use. Any person whose premises are supplied with water from the Village water supply system, and who also has on such premises a separate source of water supply or who stores water in unsanitary pools, storage tanks, standpipes, or other unsanitary containers from which the water therein stored is circulated through a pipe-in system, shall file with the Village Clerk, a sworn statement of the non-existence of cross-connections with the Village's water supply system.

3.17. VIOLATION:

Any person who shall violate any of the provisions of Sections 3.15 or 3.16 shall be deemed guilty of a misdemeanor and upon conviction shall be punished by applicable law. The continued violation of any of said provisions shall constitute a separate offense for each day that each said violation shall continue. In addition, water service shall be discontinued to any premises upon which there is found to be an illegal connection between the Village's water supply system and other sources of water supply, and upon any premises upon which there is found to be a connection between the Village water supply system and any piping system transporting water from any source of supply whatsoever which has been subjected to contamination by storage in an unsanitary container or improperly constructed pools, reservoirs, storage tanks and stand pipes, and such service shall not be restored until such cross-connections have been discontinued and all containers and piping systems sanitized.

3.18. SUSPENSION OF SERVICE:

All reasonable efforts will be made to notify effected customers whenever it shall become necessary to temporarily shut off the water supply in any section or sections, except in the case of accident or emergency, in which case the water may be shut off without notice. No claim shall be made against the Village, nor against any employee thereof, on account of the shutting off of the water supply, either with or without notice of such shut off.

ARTICLE 4 — BILLING

4.1. BILLING CYCLE:

A billing cycle shall consist of approximately 30 days or 90 days, whichever applicable, dependent upon weather, holidays, access to meters, work force availability, etc., and is determined to be from one meter reading to the next. A service period of 15 days or longer shall be considered as one full month for billing purposes.

<u>Day</u>	<u>Action</u>
0	Open account/start service
0-30	Meter read (first time)
5-35	Bill sent/due;
50	Past due notice mailed requesting payment within five days
55	Service terminated for consumers who have not paid first bill (PB) and account is finalized

A consumer who has not paid the first month's bill within 50 days of mailing by the Village is considered delinquent and shall be required to pay the total amount due within five days at the Village Hall or service will be terminated. If not paid within an additional 24 hours, the account will be finalized, using any Account Deposit, if available, for full or partial payment. Any service to the same service address after the finaling will be considered a new account and all appropriate charges will apply. The Village reserves the right to require identification and verification of proof of service address occupancy.

4.2. BILLING PERIODS:

Bills will be rendered quarterly or monthly, as applicable, and shall be considered as received by the consumer when delivered or mailed to their service or mailing address, as requested by the consumer. Base Facility Charges shall be billed in advance, with excess gallon usage charges billed when incurred. Non-receipt of bills by consumer shall not release nor diminish the obligation of consumer with respect to payment thereof.

4.3. BILLS WHEN DUE:

Bills are due and payable upon constructive receipt. Non-payment prior to the beginning of the next billing shall result in the unpaid amount being carried forward as a Previous Balance. A penalty defined in a Utility Service Rate Schedule which may be amended by the Village Council from time to time, shall be charged to the consumer with the next billing and shall be due and payable, together with such next billing. The consumer is liable for all costs of collection including, but not limited to, all lien filing fees, costs and attorneys' fees. The Village shall have a lien on all lands or premises served by its water and wastewater system for all service charges until paid, which lien, when delinquent for more than 60 days, may be foreclosed by Village as provided by law.

4.4. PREVIOUS BALANCE (PB):

An unpaid Previous Balance shall subject the consumer to being disconnected from the Village Utility System to avoid unlimited use of utility services.

4.5. PARTIAL PAYMENTS:

Partial payments are not considered payment in full and service may be refused and/or terminated. Service will not be reactivated on the basis of partial payment when service has been terminated.

4.6. TERMINATION LIABILITY:

The Village shall not be liable in any manner whatsoever for service termination due to the consumer's failure to pay the bill in full and on time.

4.7. ADJUSTMENT OF BILL FOR METER ERROR:

In meter tests made by the Village, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows in accordance with AWWA Standards.

- 4.7.1. Fast Meter: Whenever a meter tested is found to register fast in excess of the tolerance provided in the AWWA Standards, the Village shall replace the meter with a new one.
- 4.7.2. Slow Meter: Whenever a meter tested is found to register slow in excess of the tolerance provided in the AWWA Standards, the Village shall replace the meter with a new one.
- 4.7.3. Non-Registering Meter: In the event of a non-registering meter the Consumer may be billed on an estimated basis on similar usage.
- 4.7.4. Consumer Request: If a consumer requests an inspection or re-reading of a meter, the Village may impose a service charge for such inspection in accordance with the Village's rate schedules.

4.8. ADJUSTMENT OF BILL FOR SWIMMING POOL FILL/LEAKS

In the event a consumer is filling a swimming pool or finds a leak that did not discharge into the sewer system, the consumer may submit a bill for service and repairs of said leak or pool service to receive an adjustment for the sewer charges for the water leaked or used to fill the pool.

4.9 TEMPORARY DISCONNECT:

Inasmuch as a minimum bill will continue to accrue, a temporary disconnect request will be honored if the consumer so requests.

4.9. PERMANENT DISCONNECT:

A purveyor/consumer contractual relationship is understood to exist wherein the Village is required to provide, operate and maintain the extensive utility facilities to serve the consumer, on demand, and the consumer, in turn, is required to pay certain initial fees and minimum monthly costs to help maintain a viable utility system. A consumer may elect to relinquish this right to such capacity/service in one of two ways, which relinquishment releases the Village from its obligation to provide such capacity/service, as follows:

1. A consumer, for property he owns, may notify the Village, in writing, of his intention to permanently disconnect from such systems.
2. A consumer may refuse to pay the monthly or quarterly minimum bill, as applicable, in full, for at least 60 days, and is, therefore, presumed to have consciously and voluntarily voided the contractual relationship.

In either above case, if the consumer requires utility service capacity/service in the future and if such capacity/service is available, such capacity/service will be provided in accordance with existing policies and procedures and the consumer will be treated as any new consumer, including payment of such initial and on-going costs as are currently in effect. Consumers who receive service but who do not have an individual meter cannot terminate service unless they have installed at their cost a meter for their service by which service can be turned off by the Village.

4.10. NO FREE SERVICE:

There shall be no free service rendered by VILLAGE.

4.11. RESIDENTIAL COMMON/MASTER METERS:

Provision of residential service by common or master meter is discouraged. Those residential customers receiving service through common or master meters shall be billed for and pay Base Facility Charges on a per-dwelling unit or equivalent basis which are served through the common/master meter. Excess gallonage charges for such common/master meters shall be calculated by multiplying 30,000 gallons times the number of dwelling units or their equivalents served through the common/master meter. To the extent actual usage exceeds this amount so calculated, said excess shall be apportioned pro rata among the dwelling units and their equivalent served behind the common/master meter. In all other respects, billing for customers behind common/master meters shall be identical to that of all other residential customers.

ARTICLE 5 - METERS

5.1. ALL WATER THROUGH METERS:

That portion of the Consumer's installation for domestic water service shall be arranged so that all water service shall pass through the meter. No temporary pipes, nipples, cross-sections or spacers are permitted, and, under no circumstances, are connections allowed which may permit water to bypass the meter or metering equipment, unless specifically designed and constructed as in, large meter installations, as approved by the Village. When the connection is made to an approved water system, a water meter may be set for construction water only without having an approved wastewater system. Metering is essential to identify uses and to determine the integrity of the water system. In the event any building shall have separate units which are used for the housing of two or more families or for commercial purposes, or for both purposes, each such separate unit shall be metered individually as one unit. This requirement shall apply to all connections to the water system after the enactment of the Policy. The Village encourages all existing non metered consumers to obtain metered service, at the consumer's expense.

5.2. METERS - PROPERTY OF VILLAGE:

All meters shall be furnished by and remain the property of the Village and shall be accessible to and subject to its control. The consumer shall provide meter space to the Village at a suitable and readily accessible location and when the Village considers it advisable, within the

premises to be served, with adequate and proper space for installation of meters and similar devices.

5.3. CONNECTIONS TO BE MADE BY THE VILLAGE:

Connections to the Village's system for any purpose whatsoever are to be made only by employees of or as authorized by the Village. Unauthorized connections render the service subject to immediate termination without notice and service will not be restored until such unauthorized connections have been removed and settlement is paid in full for all service, including appropriate service charges.

5.4. METER ACCURACY REQUIREMENTS:

All meters used for measuring quantity of water delivered to a consumer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. If there is any doubt as to size, the Village will be the final authority on such size. Before being installed for the use of any consumer, every water meter, whether new, repaired or removed from service for any cause, shall be adjusted to register within the accuracy limits as noted in the AWWA Standards for that type meter.

5.5. INACCESSIBLE METERS:

Where a meter becomes inaccessible to the Village's meter readers/maintenance personnel due to piling of trash on meter box, inaccessible fenced yards, watch dogs, etc., the Village may install a remote reading device and charge the cost to the consumer. Prior to such action, the Village will advise the consumer in writing (certified mail, return receipt requested) and allow not less than thirty (30) days to have the consumer correct the situation, prior to installing said device.

5.6. CONSTRUCTION METER:

A meter that will become a permanent part of a consumer's service may be used for a construction water meter providing that a vertical riser of at least 2 feet above grade is connected to the outlet side of the meter/yoke. Building service will not be connected to a construction meter until such time as the Wastewater system is approved, at which time it is considered a permanent meter. Building service connected to a construction meter or relocation of the meter to other than the assigned site will be considered an unauthorized connection. The connection fee will become due at the request for a construction or permanent meter, as applicable.

5.7. CONSTRUCTION METER DEPOSIT:

For hydrant meters and construction meters, a meter deposit will be charged. It is the responsibility of the consumer to provide current consumption data to the Village on a monthly basis. Lacking this, the Village will determine consumption, and in no case will the amount be less than the minimum required for that meter size.

5.8. METER LOCATION:

Wherever possible, the meter box will not be located in driveways or sidewalks, and should be, whenever possible, located on the consumer's side of the property to be served.

5.9. EQUIPMENT TAMPERING:

It is hereby declared to be unlawful for any person, except employees and designees of the Village and members of the fire department in the discharge of their recognized duties, to open, close, operate or interfere in any manner with any water meter, curb cock, service box, fire line valve, street valve, fire hydrant, or any other system property except by express written permission of the Utility System's director separately secured in each instance. It is further declared to be unlawful for any person to break any seal placed upon a service by the Village after the discontinuance of water service or otherwise.

ARTICLE 6 - DEVELOPER AGREEMENT

A developer seeking to obtain water and/or wastewater service, or a commitment for same, from the Village shall be required to execute a standard developer's agreement.

ARTICLE 7 - RESERVATION OF CAPACITY

7.1. BASIS:

By entering into a developer's agreement, the developer reserves water and wastewater capacity in accordance with the developer's development plans. In exchange for the proper amount of connection charges, the Village guarantees the availability of water and wastewater capacity in an amount and on a timetable as specified by the developer.

7.2. SPECIFIC RESERVATION:

In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce the Village to provide water and Wastewater service, developer hereby agrees to pay to the Village the following connection charges:

1. Facility Capacity Charges - The contribution of developer's pro rata portion of the cost of utility plant and facilities.
2. Application Charge - A charge which reflects the actual administrative cost of preparation of the developer agreement, plus preliminary engineering costs. Said charge shall be paid as outlined in this Policy.
3. Plan Review Charge - A charge which reflects the actual cost of reviewing and approving governmental agency applications, construction/engineering plans and shop drawings. Said charge shall be paid as outlined in this Policy.
4. Inspection Charge - A charge which reflects the actual cost of inspection of water and

Wastewater facilities installed by developer. Said charge shall be paid as outlined in the Policy.

5. Meter and Backflow Prevention Device Charges - The applicable charges for water meters, backflow prevention devices (when provided by the Village), and/or meter and backflow prevention device installations of sufficient capacity for all single-family, residential, multi-family, commercial installation, or any other connection requiring a measuring device.
6. Legal Fees - A charge which reflects the actual cost to the Village of its legal fees and costs in the negotiation and preparation of the Developer Agreement.

Payment of the connection charges does not and will not result in the Village waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by developer making payment of same. The Village shall not be obligated to refund to developer any portion of the value of the connection charges for any reason whatsoever, nor shall the Village pay any interest or rate of interest upon the connection charges paid.

Neither developer nor any person or other entity holding any of the property by, through or under developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or wastewater facilities and properties of the Village, and all prohibitions applicable to developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

Any user or consumer of water and wastewater service shall not be entitled to offset any bill or bills rendered by the Village for such service or services against the connection charges paid. A developer shall not be entitled to offset the connection charges against any claim or claims of the Village, including claims for breach of contract, damages or charges of the like of the Village.

7.3. SCHEDULE FOR PAYMENT:

A developer shall pay, in full, facility capacity charges for all capacity reserved under this Policy at the time of execution of the DEP permit approval. This payment may be for entire project. However, plant capacity shall only be reserved for that which facility capacity charges have been paid. All other connection charges shall be paid as provided in the standard developer agreement, Schedule A, or upon receipt of invoice from the Village.

ARTICLE 8 - FACILITIES TO BE PROVIDED BY DEVELOPER

8.1. GENERAL:

Transmission, distribution and other water and wastewater facilities will be provided by the developer at no cost to the Village pursuant to the requirements and specifications of the Village. Facilities outside the point of connection shall be conveyed to the Village by a bill of sale, free and clear of all encumbrances, together with perpetual rights-of-way and easements for appropriate access to facilities, as well as completed as-built drawings for all such lines and facilities, together

with accurate cost records establishing the construction cost of all such facilities as a condition precedent to their acceptance by the Village and the initiation of service. A developer shall provide title insurance or an attorney's opinion acceptable to the Village, at developer's cost, evidencing developer's right to convey easements or rights of way free and clear of all encumbrances.

In the event that construction of certain major plant facilities is necessary to provide service to a project, the developer shall be required to pay for the design, construction and inspection of such facilities, with said design, construction and inspection to be conducted by the Village.

8.2. REIMBURSEMENT FOR OVERSIZED FACILITIES:

If the Utility System facilities can reasonably be expected to serve other areas than those of the developer, the Village shall require that they be oversized to enable service to be provided to such additional territory.

The developer will be reimbursed for the estimated difference in the cost of construction between the oversized facilities and those facilities which the developer otherwise had required for the developer's own use. The amount of the reimbursement shall be determined by the Village based upon data concerning construction costs of the Village and upon data that may be supplied by developer's engineer. The Village will make every effort to properly evaluate the "cost difference" for oversizing, but in the event of a disagreement, the decision of the Village will be final.

The method of reimbursement will be as follows:

The developer will receive the reimbursements due the developer from other developers as they connect for a time period of up to five years.

There will be no reimbursement for the construction of six(6)-inch water mains, four(4)-inch wastewater force mains, or eight(8)-inch wastewater gravity mains, which are the minimum standard sizes, even if these sizes exceed the developers' own requirements.

8.3. PAYMENT FOR USE OF OVERSIZED FACILITIES:

A developer who makes use of facilities that were oversized previously shall be required to reimburse the Village for a proportion of the oversizing costs at the time of signing the developer's agreement, dependent upon the hydraulic share as is determined to be appropriate. Due to variables such as the timing of projects or other factors, the Village may not be able to advise the developer as to the amount of such a reimbursement, or if there is a reimbursement due.

ARTICLE 9 - PLAN REVIEW AND INSPECTION

The Village will review and approve the plans and specifications for and will inspect the installation of all water distribution and/or sewage collection facilities installed by developer and/or developers' contractors, which facilities are proposed to be transferred to the Village for ownership, operation and control. Such inspection is designed to assure the Village that the Utility System facilities are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. The Village will be present at tests of component parts of the Utility System facilities for the purpose of determining that the system, as constructed, conforms to the Village's criteria for exfiltration, infiltration,

pressure testing, line and grade. Such tests will be performed by the developer's contractor, but only under the direct inspection of the Village's authorized inspector and the developer's engineer. No connection to an existing Village facility shall be made except in the presence of the Village's authorized inspector.

The Village shall charge a plan review fee and inspection fee based upon the magnitude of the project. The fees for plan review and for inspection services are and shall continue to be, designed to defray the actual cost of conducting such plan review and such inspection and corresponding administrative costs.

ARTICLE 10 - INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the developer or its plumbing contractor to connect developer's plumbing installation with the sewage collection system. The Village reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Village's rules governing such connections and that the connection as made, is free from infiltration.

The developer shall notify the Village of any proposed interconnection with the facilities of the Village and connection may be made without the presence of the Village's inspector. However, such connection shall remain open until inspection by the Village and until notice of the approval of such connection is furnished to the developer in accordance with the practices and procedures of the Utility System. Any connection covered without the benefit of inspection will result in the developer being required to reopen, at developer's cost, the connection for subsequent inspection. If the Village fails to inspect the connection within five business days after written notice that the same is ready for inspection, the connection shall be deemed approved by the Village.

ARTICLE 11 - PRIVATE FIRE SERVICE CONNECTION

A private fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply, with the exception of a tank or fire pump installed as secondary supply. There shall be a backflow preventer installed by the consumer at the consumer's expense in each Village connection to prevent the water from these secondary supplies from flowing into Village mains.

The consumer shall not draw any water whatsoever through this connection for any purpose, except the extinguishing of fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the Village. Any authorized representative of the Village shall have free access to the building at any reasonable time for the purpose of inspecting any of the equipment.

The consumer shall set in this connection at the point of delivery, an approved detector check valve, installed by consumer at the consumer's expense or installed by the Village at consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of the Village.

Violation by the consumer of any of the regulations in this section shall justify the Village to disconnect said pipe or pipes or stop the flow of water through same.

The Village reserves the right to shut off the supply at any time in case of accident, or to make alterations, extensions, connections or repairs, and, if possible, the Village agrees to give due and ample notice of such shut-off.

The Village does not make any guarantee as to a certain pressure in this pipe or in the main supplying same, and shall not be, under any circumstances, held liable for loss or damage to the owner for a deficiency or failure in the supply of water, whether occasioned by shutting off water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

When fire line valves or connections are used in case of fire or for any other reason whatsoever, the consumer shall immediately notify the Village and the Village shall forthwith reseal the used valves or connections.

ARTICLE 12 - CONSTRUCTION LIMITATIONS

Before construction of any project which is to utilize water and wastewater utility services from the Village, the developers of such projects must receive plan approval for water and wastewater service by the Village before a building permit may be issued by any issuing authority. Water service at a construction site may not be commenced until after completion of application for such service in accordance with the requirements of this Policy. The Village will provide proximate locations for water and wastewater connections but assumes no responsibility for excavation and specific locations of connections installed by the developer. Developer shall comply with all instructions and specifications for making connections as directed by the Village. Failure to comply with this requirement shall be independent grounds for denial of utility service. All meter connection locations on property are to be served in landscaped areas and not under walks, drives or other obstructions. Water line locations, are to remain unearthed visible and suitably marked until all construction, including landscaping, is completed and a meter is installed.

ARTICLE 13 - RATES AND CHARGES

13.1. UTILITY SERVICE RATE SCHEDULE:

The Utility Service Rate Schedule for the Village Utilities systems shall be adopted by Resolution of the Village Council and may be amended from time to time as necessary.

13.2. AUTOMATIC ESCALATION:

13.2.1. All residential and non-residential rates authorized by the Village Council shall be adjusted automatically each calendar year, to reflect changing costs, in accordance with the requirements of this section.

13.2.2. The adjusted rates calculated pursuant to the requirements of this section shall take effect upon October 1 of each calendar year

13.2.3. During the month immediately preceding those dates, the Village Manager or designee shall calculate the new rates in accordance with the Revenue Sufficiency Study adopted by Resolution of the Village Council from time to time.

(a) ~~Calculation of the Rate of Increase of Costs:~~ The rate of increase of costs for each successive year shall be determined as follows:

- (i) ~~The term “Municipal Cost Index” means the Municipal Cost Index as published by American City and County (“MCI”).~~
- (ii) ~~The term “MCI Base Year Value” shall mean the preceding Fiscal Year’s Value of the MCI as published by *American City and County* for May. For the current calculation to be applied on October 1, 2016, this value as published for the MCI for May 2015 would be 232.10 (MCI Value as of May 2015).~~
- (iii) ~~The term “MCI Comparison Year Value” shall mean the current Fiscal Year’s Value of the MCI as published by American City and County for May. For the current calculation to be applied on October 1, 2016, this value as published for the MCI for May 2016 would be 234.33 (MCI Value as of May 2016).~~
- (iv) ~~The rate of increase for costs for each successive year shall be determined by dividing the MCI Comparison Year Value by the MCI Base Year Value. Additionally, if the calculation of the rate of increase is less than zero (0.0%) percent, no negative adjustment will be made to the residential and non-residential rates authorized by the GOLF Village Council.~~

13.3. BOYNTON BEACH AUTOMATIC PASS THROUGH:

Separate and apart from the automatic escalation provisions set forth above, all residential and non-residential wastewater rates authorized by the Village Council shall be adjusted automatically to reflect changing costs passed through to the Village by the City of Boynton Beach, Florida pursuant to the Interlocal Agreement between the Village and Boynton Beach for the treatment of wastewater. Such rate escalation shall take effect immediately upon the effective date of any rate escalation in the Boynton Beach pass through charges.

13.4. AMENDMENTS:

Separate and apart from the automatic escalation provisions set forth above, the Village may amend the rate schedule(s) from time to time as provided by law.

13.5. CONSUMERS OUTSIDE VILLAGE LIMITS:

Pursuant to Section 180.191(1)(a), Fla. Stat., the Village has the right to charge consumers outside the municipal boundaries the same rates, fees and charges which the Village charges consumers inside the municipal boundaries. In addition thereto, Section 180.191(1)(a), Fla. Stat., grants the Village the right to add a surcharge of not more than twenty five percent (25%) to the rates, fees and charges which the Village charges consumers outside the municipal boundaries. Alternatively, pursuant to Section 180.191(1)(b), Fla. Stat., the Village may charge to consumers outside the Village boundaries rates, fees and charges that are just and equitable, which are based on the same factors used in fixing the rates, fees and charges for consumers inside the municipal

boundaries. The municipality may add a surcharge not to exceed twenty five percent (25%) of such rates, fees and charges for said services to consumers outside the boundaries. However, the total of such rates, fees and charges for said services to consumers outside the boundaries shall not be more than fifty percent (50%) in excess of the total amount the municipality charges consumers served within the municipality for corresponding service. Under this second alternative, no such surcharge shall be fixed until after a public hearing at which all of the users of the Village's Utility Systems, owners, tenants or occupants of property served or to be served thereby, and all other interested parties, shall have an opportunity to be heard concerning the proposed rates, fees and charges.

RESOLUTION NO. 2021-22

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) ADOPTING THE 2021 WATER AND WASTEWATER REVENUE SUFFICIENCY STUDY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village of Golf (Village) operates a water and wastewater utility system (the Utility System); and

WHEREAS, the Village retained Raftelis Financial Consultants, Inc. to perform a water and wastewater revenue sufficiency study; and

WHEREAS, once a draft of the study was completed, the Village submitted the draft study to the Utility Rate Advisory Committee for its review; and

WHEREAS, the Village Council, being fully advised, desires to adopt the 2021 Water and Wastewater Revenue Sufficiency Study dated September 3, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, THAT:

Section 1: The Village Council of the Village of Golf hereby officially adopts the 2021 Water and Wastewater Revenue Sufficiency Study dated September 3, 2021, and attached to this Resolution as Exhibit "A."

PASSED AND ADOPTED this 13th day of September 2021.

VILLAGE OF GOLF

Michael E. Botos, Mayor

ATTEST:

Donn M. Lynn, Village Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Claudia M. McKenna, Village Attorney

RESOLUTION NO. 2021-23

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) ADOPTING A SCHEDULE OF RATES, FEES AND CHARGES FOR WATER AND WASTEWATER SERVICE RENDERED BY THE VILLAGE FOR ITS CITIZENS AND OTHER MEMBERS OF THE PUBLIC (UTILITY SYSTEM RATE SCHEDULE); PROVIDING THAT THE UTILITY SYSTEM RATE SCHEDULE SHALL BE AVAILABLE FOR INSPECTION AT VILLAGE HALL AT ALL TIMES DURING REGULAR BUSINESS HOURS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village of Golf (Village) operates a water and wastewater utility system (the Utility System); and

WHEREAS, the Utility System schedule of rates, fees and charges may be amended from time to time as necessary by resolution of the Village Council; and was most recently amended by Resolution No. 2021-03 on March 17, 2021; and

WHEREAS, by Resolution No. 2021-22, the Village Council adopted the 2021 Water and Wastewater Revenue Sufficiency Study (the Revenue Sufficiency Study) dated September 3, 2021; and

WHEREAS, the Village Council desires to adopt a schedule of Utility System rates, fees and charges consistent with the Revenue Sufficiency Study and make the schedule available for inspection so that any member of the public may be aware of the cost of utility services provided by the Village of Golf.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, THAT:

Section 1: The Village Council of the Village of Golf hereby officially adopts the Utility System schedule of rates, fees and charges attached to this Resolution as Exhibit "A" (the Utility System Rate Schedule) and directs that such schedule be available for inspection at Village Hall at all times during regular business hours.

Section 2: The Utility System Rate Schedule attached hereto as Exhibit "A" supersedes and repeals any and all other schedules of Utility System rates, fees, charges and/or surcharges previously adopted, including specifically the schedule adopted by Resolution No. 2021-03.

Section 3: The Utility System Rate Schedule is governed by the Amended and Restated Uniform Water and Wastewater Service Policy, as may be further amended from time to time.

PASSED AND ADOPTED this 13th day of September 2021.

VILLAGE OF GOLF

ATTEST:

Michael E. Botos, Mayor

Donn M. Lynn, Village Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Claudia M. McKenna, Village Attorney

EXHIBIT "A"
Resolution ~~2021-01~~ 2021-23
Village of Golf, Florida
Utility Rates, Fees and Charges
Effective ~~January 20, 2021~~ October 1, 2021

<u>Limits</u>	<u>Within City Limits</u>	<u>*Outside City</u>
COMMODITY AND GALLONAGE CHARGES		
WATER:		
<u>RESIDENTIAL</u>		
Base Facility Charge – Quarterly, Per dwelling unit, up to 30,000 gallons	\$111.00 <u>113.78</u>	\$138.74 <u>142.21</u>
Gallonage Charge per 1,000 gallons in Excess of 30,000 gallons, per dwelling Unit, per quarter up to 35,000 gallons	\$1.17 <u>1.20</u>	\$1.42 <u>1.46</u>
35,001 – 40,000	\$1.52 <u>1.56</u>	\$1.87 <u>1.92</u>
40,001 – 50,000	\$1.90 <u>1.95</u>	\$2.36 <u>2.42</u>
50,001 – 60,000	\$2.30 <u>2.36</u>	\$2.82 <u>2.89</u>
60,001 and up	\$2.69 <u>2.76</u>	\$3.23 <u>3.31</u>
<u>COMMERCIAL</u>		
Base Facility Charge – Monthly, Per Meter Size:		
3/4"	\$36.97 <u>37.89</u>	\$46.21 <u>47.37</u>
1"	\$49.15 <u>50.38</u>	\$61.44 <u>62.98</u>
1 1/2"	\$74.35 <u>76.21</u>	\$92.94 <u>95.26</u>
2"	\$98.40 <u>100.86</u>	\$123.01 <u>126.09</u>
3"	\$369.85 <u>379.10</u>	\$462.31 <u>473.87</u>
4"	\$446.07 <u>451.22</u>	\$587.14 <u>601.82</u>
Gallonage Charge Per 1,000 Gallons	\$1.17 <u>1.20</u>	\$1.42 <u>1.46</u>
SEWER:		
<u>RESIDENTIAL</u>		
Base Facility Charge – Quarterly, Per Dwelling unit, up to 30,000 gallons	\$99.25 <u>103.72</u>	\$124.04 <u>129.62</u>
Gallonage Charge per 1,000 gallons in Excess of 30,000 gallons, per dwelling Unit, per quarter	\$2.56 <u>2.68</u>	\$3.16 <u>3.30</u>

COMMERCIAL

Base Facility Charge – Monthly, Per Meter Size:

3/4"	\$33.62	<u>35.13</u>	\$42.04	<u>43.93</u>
1"	\$44.74	<u>46.75</u>	\$55.92	<u>58.44</u>
1 1/2"	\$66.60	<u>69.60</u>	\$83.24	<u>86.99</u>
2"	\$89.59	<u>93.62</u>	\$112.00	<u>117.04</u>
3"	\$336.38	<u>351.52</u>	\$420.48	<u>439.40</u>
4"	\$427.20	<u>446.42</u>	\$534.01	<u>558.04</u>
Gallonage Charge Per 1,000 gallons	\$2.57	<u>2.69</u>	\$3.19	<u>3.33</u>

METER INSTALLATION CHARGES – NEW SERVICE**WATER:**

Actual Material Costs + labor—Heavy equipment \$75.00 per hour

SEWER:

Sewer stub-out installation fee per estimate + labor – heavy equipment \$75.00 per hour

MISCELLANEOUS CHARGES:

Late Charge Penalty 15% over \$1.00

Service Activation Fee for Non-payment \$100.00 during business hours
\$150.00 after business hours

Voluntary turn-off \$55.00-still pay base facility charge

Lock Out Fee/Meter Turn Off for Non-payment \$250.00

Tampering Charge 3 times the amount of services unlawfully obtained or \$1,000.00
whichever is greater - as per Florida Statute 812.14

Construction Meter

3/4"	\$128.00 base fee + \$3.00/1,000 gallons
1"	\$158.00 base fee + \$3.00/1,000 gallons
1 1/2"	\$261.00 base fee + \$3.00/1,000 gallons
2"	\$312.00 base fee + \$3.00/1,000 gallons

NSF Fee

\$35.00	face amount	\$75.00 and less
\$40.00	face amount	\$75.01 – \$200.00
\$50.00	face amount	\$200.01 and over

Fire Hydrant Maintenance Fee \$100.00

Estoppels (Lien Search) \$100.00

METER CHANGE OUT (at customer's request)

Actual Material Costs + labor, Heavy equipment \$75.00 per hour

NON-RESIDENT UTILITY CUSTOMERS:

Cross Connection Control Processing Fee (Backflow)	\$150.00 per device
Construction and Inspection fee	\$1.00 per linear foot

Plant Capacity Charges – Wastewater and Water	\$600.00 per ERU
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Application Charge	\$50.00 + actual engineering costs, if incurred
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Recording Charge	Invoice to follow after documents are fully recorded
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Plan Review	Actual engineering cost + \$500.00 administration fee
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Legal Fees	\$500.00
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Transfer of Service Fee	\$25.00
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Main Line stoppage for private services, (turn on or turn offs)	\$55.00/each
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Meter Box replacement due to damage	Actual Material Costs + labor, Heavy equipment 75.00 per hour
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Service Line re-location fee	Actual Material Costs + labor, Heavy equipment 75.00 per hour
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Water/waste water line repair fee - our side of the meter only

During business hours	Actual Material Costs + labor, Heavy equipment 75.00 per hour
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After business hours	Actual Material Costs + double labor, Heavy equipment 75.00 per hour
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*Pursuant to Section 180.191(1)(a), Florida Statutes



Agenda Item Request

To: Mayor and Village Council
From: Christine Thrower-Skinner, Village Manager
Meeting Date: Sept. 13, 2021
Re: Playground Equipment Donation

The Village of Golf Homeowners Association has expressed an interest in purchasing and covering the installation cost of playground equipment for placement in Park O on Par Club Circle. An 8-foot high swing set with two bucket seats and two belt seats in forest green and a play structure for climbing and sliding will be placed discretely under the tree canopy to keep the equipment cool in the Florida Sun. The play equipment and installation cost is just under \$15,000. The cost of an appropriate fall zone is being prepared for wood playground mulch, pour in place recycled rubber and artificial turf. The lead time for ordering is 8-10 weeks after the order is placed.

RESOLUTION NO. 2021-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA (VILLAGE) ACCEPTING A DONATION OF \$15,000.00 FROM THE VILLAGE OF GOLF HOMEOWNERS' ASSOCIATION TO ENABLE THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FROM AAA STATE OF PLAY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village of Golf Homeowners' Association (the HOA) desires to donate \$15,000 to the Village to enable the purchase and installation of playground equipment from AAA State of Play; and

WHEREAS, the Village desires to accept the donation from the HOA.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, THAT:

Section 1: The donation from the Village of Golf Homeowners' Association of \$15,000 for the purchase and installation of playground equipment described in the AAA State of Play Quote attached to this Resolution as Exhibit "A" is approved and the Village Manager is authorized to purchase the playground equipment and oversee its installation after receipt of the donation.

Section 2: This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 13th day of September 2021.

VILLAGE OF GOLF

Michael E. Botos, Mayor

ATTEST:

Donn M. Lynn, Village Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Claudia M. McKenna, Village Attorney

Product Images



Elite Series 3.5 inch Arch Post Swing 8 Foot



Elite Series 3.5 inch Arch Post Swing 8 Foot



Elite Series 3.5 inch Arch Post Swing 8 Foot



Elite Series 3.5 inch Arch Post Swing 8 Foot



Elite Series 3.5 inch Arch Post Swing 8 Foot



Elite Series 3.5 inch Arch Post Swing 8 Foot

Additional Information

Highlights	<ul style="list-style-type: none">• Strong arch style posts for greater durability• Appropriate with a variety of different seat types• Adds to the overall aesthetics of your playground• Rainforest Green and Pacific Blue available as quick-ship items
Availability	3-5 weeks
Age Group	2 to 12 years
Use Zone	1 Bay (32' x 24'); 2 Bays (32' x 36'); 3 Bays (32' x 48'); 4 Bays (32' x 60'); Based on the use of Standard Belt Seats



Lil' Alfalfa Playground System

MSRP ~~\$5,966.⁰⁰~~

SALE ~~\$4,590.⁰⁰~~



Description

The Lil' Alfalfa Playground System will make little rascals jump with joy. This system is constructed with a preschoolers' palette in mind. The elevated decking never rises above three feet; keeping children engaged without endangering them. Also, this unit is fashioned from powder-coat painted steel and rotationally molded plastic that offers a high level of safety and security for watching parents. Custom colors are always an option with the added increase of shipping times up to 6 - 7 weeks. The humbleness of the system allows ground-dwellers to satisfy their musical hunger on the Single Drum. Once they have, they can clamber up the Carrot Climber. For the braver ones among them, the captivating spring-like appearance of the Spiral Climber will beckon them. A short ride down the 3-feet Wave Slide will bring them back to the beginning. Although, this unit looks limited with its smaller size, it is everything that a younger kid wants.

10859 East Washington Street, Suite 100

Indianapolis, IN 46229

Toll Free 1-877-826-2776

<https://www.aaastateofplay.com/lil-alfalfa-playground-system/>

Additional Information

Highlights	<ul style="list-style-type: none">• Steel is powder-coat painted to resist rust• Three foot deck height for younger children• Uncompromising fun on a compact structure• Easy and difficult climbers in addition to the transfer deck and stairs
Availability	8-10 weeks
Age Group	2 to 12 years
Capacity	12-14
Fall Height	36"
Use Zone	25' 6" x 19' 6"



Quote #767028

Customer ID: 27170

NVB Playgrounds
d/b/a AAA State of Play
10859 E Washington St. Ste 100
Indianapolis, IN 46229
Phone: (877) 826-2776
Local: (317) 826-2777
Fax: (317) 245-2375

Ship Via: Freight
Request By: William
Quote Out: 9/9/2021
Tax Exempt #: 858012644042C0

Visit:
www.AAASSTATEOFPLAY.com
for more great deals

Bill To

Village of Golf
Christine Thrower-Skinner
21 Country Rd
Boynton Beach, FL 33436 United States
ctthrower@villageofgolf.org
Ph: (561) 732-0236
Fax:

Ship To:

Village of Golf
Christine Thrower-Skinner
21 Country Rd
Boynton Beach, FL 33436 United States
Ph: (561) 732-0236

Product ID	Description	Weight	Qty	Price	Amount
PSW010GR7	7 Foot High Top Rail - 2 Seat Elite High Back Bucket Package - Green	20 lbs	1	\$194.34	\$194.34
Estimated lead time: 2 to 4 weeks					
PSW002NSRG	2 Bays - 8 Foot High Elite Single Post Swing No Chains or Seats - Rainforest Green		1	\$1,477.34	\$1,477.34
Estimated lead time: 3 to 5 weeks					
KP011N	Lil' Alfalfa Play System (3.5-inch Posts) - Neutral	1,108 lbs	1	\$4,590.00	\$4,590.00
Estimated lead time: 8 to 10 weeks					
PSW009GR8	8 Foot High Top Rail - 2 Seat Elite Belt Package - Green	15.3 lbs	1	\$109.67	\$109.67
Estimated lead time: 2 to 4 weeks					
TIMBER 12"	4 Foot x 12-inch Timber with Stake	12 lbs	42	\$26.00	\$1,092.00
Estimated lead time: 1 to 2 weeks					

Subtotal: \$7,463.35

Shipping: \$1,200.00

QUOTE ONLY
VALID FOR 30 DAYS FROM DATE OF ISSUE

If submitting a PO: Please CC orders@aaastateofplay.com and your sales person with reference to your quote number in the subject line.
POS ONLY ACCEPTED FROM GOVERNMENT ENTITIES UNLESS OTHERWISE APPROVED.

Sales Tax: \$0.00
Total Weight: 1,647.3 lbs
Installation: \$5,784.00
Total: \$14,447.35

Due to supply chain issues industry wide, we are currently experiencing longer than average lead times from most

Customer ID: 27170

Quote ID: 767028

Customer Order Number:

Product ID	Description	Weight	Qty	Price	Amount
manufacturers.					

It is the customer's responsibility to provide a valid phone number for deliveries. In the event that a courier cannot reach you, or changes are made to delivery services, all additional fees will be paid by the customer.

Notes

Ships via freight from IN by appointment
Customer responsible for receiving and unloading material
Current estimated lead time 14-18 weeks typical

Please note - each bay of a swing holds two swing seats.

PLEASE NOTE: Safety surfacing is required for playground equipment used in commercial settings in accordance with CPSC guidelines for Public Playground Safety. It is not included in this quote.

Necessary space needed for use zone - 52' X 32'

INSTALLATION:

PLEASE NOTE: NVB Playgrounds, Inc. has an installation contract which must be signed by Owner prior to sending Installer to job site.

Installation to include labor, tools, and materials required for installing above quoted item(s). Installation quoted assumes site has normal soil conditions*. It does not include the removal of structures or clearing of site; Does not include relocation of utilities, fencing, or landscaping; Does not include safety surfacing or border timbers. Safety surfacing is required for playground equipment with a fall height in accordance with CPSC guidelines for Public Playground Safety. It is not included in this quote. Owner is responsible to furnish surfacing in accordance with CPSC guidelines for any qualifying equipment.

PLEASE NOTE, EQUIPMENT WILL BE ORDERED AT TIME OF PURCHASE. Equipment shipping from different locations will have different lead times and delivery dates. It is the Owner's responsibility to accept, inventory, and store equipment in a safe location until the Installer arrives.

Area must be accessible to a Bobcat. A 10-yard minimum dumpster is required to be onsite at time of installation. Dumpster must be free of debris so that Installer can dispose of refuse from install. If dumpster does not meet these requirements, Installer will leave empty crate(s), packing cartons, and other refuse and Owner will be responsible for disposal.

Installer must have access to water and electricity for installation purposes. If water access is not readily available, an additional \$150 fee will apply.

Site and prep work required of Owner must be completed prior to installation. If Installer arrives to project site and is unable to perform the work due to incomplete site work or abnormal soil conditions, a minimum charge of \$1,700 will be charged. This charge will offset travel and other expenses incurred by Installer.

Customer ID: 27170

Quote ID: 767028

Customer Order Number:

Product ID	Description	Weight	Qty	Price	Amount
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Security is not provided. If it is determined that security will be required to complete installation, the Owner will be responsible to furnish security.

* In the event unforeseen excavation is required, additional charges will be incurred.

* NVB Playgrounds, Inc. is not responsible for acquiring local or state permits.

*This installation is not subject to Bacon-Davis Wages.