

VILLAGE HALL
500 NE 87TH ST
EL PORTAL, FL 33138
CHRISTIA ALOU
VILLAGE MANAGER



MAYOR CLAUDIA V. CUBILLOS
VICE MAYOR OMARR C. NICKERSON
COUNCILPERSON HAROLD E. MATHIS, JR.
COUNCILPERSON VIMARI ROMAN
COUNCILPERSON ANDERS URBOM

Regular Council Meeting
Tuesday, November 19, 2019
Agenda
7:00 PM

Statement of Decorum

Any person making a racial or slanderous remark or who becomes boisterous while addressing the Village Council, Staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. No signs or placards shall be allowed in the Village Hall. Person exiting the Village Hall shall do so quietly.

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Committee with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she 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.”

- A. CALL TO ORDER.....Mayor Claudia V. Cubillos, Presiding**
- B. SILENT MEDITATION & PLEDGE.....Salute American Flag in Unison**
- C. ROLL CALL.....Yenise Jacobi, Village Clerk**
- D. APPROVAL OF AGENDA**
- E. APPROVAL OF MINUTES FOR THE FOLLOWING MEETING (S):**
 - E1. Approval of the Minutes for October 22nd, 2019 Regular Council Meeting**
- F. ACKNOWLEDGMENT OF VISITORS AND/OR SPECIAL PRESENTATIONS:**
 - F1. Citizen of the Year Proclamation – Hugh Gladwin**
 - F2. Swearing in of Sergeant Jairo Borrell**
- G. GOOD AND WELFARE**

(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)
- H. AGENDA ITEM:**

**Regular Council Meeting
November 19, 2019
Meeting Agenda**

I. RESOLUTIONS/ORDINANCES:

11. RESOLUTION 2019-14

CDBG Agreement Phase 1

Craig A. Smith & Associates

A RESOLUTION OF THE EL PORTAL, FLORIDA VILLAGE COUNCIL, AUTHORIZING AN AGREEMENT FOR ENGINEERING SERVICES WITH CRAIG A. SMITH & ASSOCIATES TO PREPARE A PHASE 1 ENVIRONMENTAL AUDIT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AREA WITHIN THE VILLAGE AND PROVIDING FOR EFFECTIVE DATE.

12. RESOLUTION 2019-15

**INTERLOCAL AGREEMENT
TREE PLANTING REPORTS**

A RESOLUTION OF THE EL PORTAL, FLORIDA VILLAGE COUNCIL AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF EL PORTAL AND MIAMI-DADE COUNTY FOR THE VILLAGE TO PROVIDE PERIODIC TREE PLANTING REPORTS TO THE MIAMI-DADE COUNTY OPEN SPACES DEPARTMENT AND PROVIDING FOR AN EFFECTIVE DATE.

13. RESOLUTION 2019-16

**AMENDMENT TO STATE
REVOLVING FDEP LOAN**

A RESOLUTION OF THE EL PORTAL, FLORIDA VILLAGE COUNCIL AUTHORIZING THE VILLAGE MANAGER TO EXECUTE STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT SW1320L0 BETWEEN THE VILLAGE OF EL PORTAL AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING FOR EFFECTIVE DATE.

J. MAYOR, MANAGER, COMMITTEE & ATTORNEY REPORTS:

J1. Village Mayor Report - Mayor Claudia V. Cubillos

J2. Village Manager Report – Christia Alou

J3. Village Attorney Reports – Interim Attorney Norman Powell

K. UNFINISHED BUSINESS AND GENERAL ORDERS:

L. NEW BUSINESS:

**Regular Council Meeting
November 19, 2019
Meeting Agenda**

M. GOOD AND WELFARE

(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

N. ADJOURNMENT:

Mayor & Councilpersons

In accordance with the American With Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting due to that disability should contact the Village Clerk’s Office at (305) 795-7880 no later than two (2) business days prior to such proceeding.

RESOLUTION NO.: 2019-14

A RESOLUTION OF THE EL PORTAL, FLORIDA VILLAGE COUNCIL, AUTHORIZING AN AGREEMENT FOR ENGINEERING SERVICES WITH CRAIG A. SMITH & ASSOCIATES TO PREPARE A PHASE 1 ENVIRONMENTAL AUDIT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AREA WITHIN THE VILLAGE AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, there exists a need for professional engineering services to prepare a Phase 1 Environmental Audit for the CBDG area within the Village; and

WHEREAS, Craig A. Smith and Associates has submitted a Proposed Scope of Services and Proposed Fee for Phase 1 Environmental Audit For CBDG Area (“Agreement”) in the amount of \$11,000.00; and

WHEREAS, the availability of funds for the Agreement has been certified by the Village Manager; and

WHEREAS, the Council finds that it is in the best interest of the Village to approve the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE EL PORTAL VILLAGE COUNCIL;

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

Section 2. Approving Professional Services Agreement. The Village hereby approves the Agreement to prepare a Phase 1 Environmental Audit within the CBDG area located at NW 87th to 91st Street, between 3rd and 5th Avenues, with a small parcel that juts west from the South portion of the site in the amount of \$11,000.00. A true and correct copy of the Agreement is attached to this Resolution as Exhibit “A”.

Section 3. Effective Date. This Resolution shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida, this ____ day of November, 2019.

Claudia Cubillos, Mayor

ATTEST: _____
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

By: _____
Norman C. Powel, Esq.

Vote:

Councilperson Urbom: ____ (Yes) ____ (No)

Councilperson Roman: ____ (Yes) ____ (No)

Councilperson Mathis: ____ (Yes) ____ (No)

Vice Mayor Nickerson.: ____ (Yes) ____ (No)

Mayor Cubillos: ____ (Yes) ____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2019-14 adopted on November ____, 2019, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this _____ day of November 2019.

VILLAGE OF EL PORTAL

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
PHASE 1 ENVIRONMENTAL AUDIT FOR THE CDBG AREAQ
SURVEYING & ENGINEERING SERVICES**

Dated: October 24, 2019

CRAIG A. SMITH & ASSOCIATES
Consulting Engineers • Surveyors • Utility Locators
21045 Commercial Trail
Boca Raton, FL 33486
Palm Beach (561) 314 - 4445, Dade (305) 940 - 4661, Broward (954) 782 - 8222
FAX (561) 314 - 4457

CRAIG A. SMITH & ASSOCIATES (CAS)

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PHASE 1 ENVIRONMENTAL AUDIT FOR CDBG AREA

PROJECT NAME: VILLAGE OF EL PORTAL

PROPOSAL NO: Phase_1_EA

PROJECT DESCRIPTION: Providing professional engineering services to prepare a Phase 1 Environmental Audit for the CDBG area within the Village.

OWNER: Village of El Portal

Attention: Christia Alou, Manager, Village of El Portal
villagemanager@villageofelportal.org

Address: 500 NE 87th Street
Village of El Portal, FL 33138-3517

Phone: (305) 795 - 7880

FAX: (305) 795 - 7884

GENERAL

The limits of the audit are as follows: NW 87th to 91st Streets, between 3rd and 5 Avenues, with a small piece that juts west from the South portion of the site – see below.

Figure 1



CAS proposes to accomplish the professional services:

ITEM NO.**E53 Phase 1 Environmental Audit**

Phase I Audit is prepared in accordance with the standards established in the American Society for Testing and Materials (ASTM E1527). The following scope of services are to be provided.

Site Reconnaissance (Subject site and neighboring properties)**Current and Former site utilization****Existing Utilities****Record search/Database Review (For Site and up to 1 mile radius of Subject Site)**

- Storage Tanks
- Drums
- Hazardous Materials and Waste
- PCB's
- Radon
- Brownfields/Superfund Sites
- Landfills
- Solid Waste
- Air Emissions
- Raw Materials
- Hazardous Releases

Interviews regarding Subject Site

Review Status of Current Environmental Licenses for Site and Vicinity

Prepare Phase I Environmental Report

Exhibits

- Current/Historical Aerial Maps
- Zoning
- Plat Maps
- Photographs
- Ecological resources
- Geological and Soil Conditions

SUMMARY OF COSTS

CAS proposes to accomplish the professional engineering services hourly for a not to exceed amount of \$11,000.00. Mr. Al Caruso will be the lead on this task and is anticipated to take at least two weeks to perform.

Hourly Not to Exceed: \$11,000.00

Thank you for your time and effort in supporting this project and your business is appreciated. Any service not specifically included in this will be considered as an Additional Service. CAS will accomplish Additional Services upon proper written authorization of the CLIENT. The fees for Additional Services are at the attached hourly rates or at a mutually agreed upon Lump Sum Fee.

If this proposal is acceptable, please execute as indicated and return one executed copy to our office for our files.

Yours Sincerely,

CRAIG A. SMITH & ASSOCIATES


Orlando A. Rubio, PE
Sr. Supervising Engineer

ACCEPTED BY:

VILLAGE OF EL PORTAL

Signature

Date

Name of Authorized Representative

Title of Authorized Representative

CRAIG A. SMITH & ASSOCIATES, INC.
2019
HOURLY RATE SCHEDULE

Principals	\$225.00
Court Testimony	\$250.00
Vice President.....	\$190.00
Senior Supervising Engineer	\$175.00
Supervising Engineer	\$155.00
Project Manager	\$135.00
Project Engineer	\$115.00
Senior CADD Technician.....	\$115.00
CADD Technician	\$81.00
Senior Field Representative	\$115.00
Field Representative.....	\$95.00
Professional Surveyor and Mapper	\$125.00
Survey Coordination Manager.....	\$100.00
Survey Technician	\$86.00
Clerical.....	\$55.00
Survey Crew (2-man)	\$150.00
Survey Crew (3-man)	\$185.00
Survey Crew, Lidar	\$375.00
Survey Crew - pile staking	\$200.00
Utility Locate Crew.....	\$150.00
3D Radar Crew.....	\$450.00
3D Radar Processor	\$175.00

These rates are in effect for services rendered commencing January 1, 2019 and are subject to change.

CRAIG A. SMITH & ASSOCIATES, INC.

**2019
REIMBURSABLE EXPENSES**

• Computer Usage (CADD)	\$2.50/hour
• Reproductions	
Engineering (24 x 36)	\$2.50/sht
Engineering Color	\$3.50/sht
Standard Copies	\$0.30/sht
Standard Color	\$0.40/sht
Ledger (11 x 17)	\$0.40/sht
Ledger Color	\$0.55/sht
• Recording & Permit Fees	Cost + 10%
• Services of Outside Consultants	Cost + 10%
• Federal Express or Courier Services	Cost + 10%
• Commercial Air Travel	Cost + 10%
• Long Distance Phone	Cost + 10%
• Auto Travel Expense	\$ 0.56 / mile
• Meals – Per Diem	\$35.00
• Lodging	Cost + 10%

These rates are in effect for services rendered commencing January 1, 2019 and are subject to change.

RESOLUTION NO.: 2019-15

A RESOLUTION OF THE EL PORTAL, FLORIDA VILLAGE COUNCIL AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF EL PORTAL AND MIAMI-DADE COUNTY FOR THE VILLAGE TO PROVIDE PERIODIC TREE PLANTING REPORTS TO THE MIAMI-DADE COUNTY OPEN SPACES DEPARTMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Miami-Dade County, through Resolution No. R-475-18 (“County Resolution”), directed the County Mayor or County Mayor’s Designee to develop an Interlocal Agreement, to be entered into between the County and municipalities located within Miami-Dade County, for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings; and

WHEREAS, the purpose of the County Resolution and the Interlocal Agreement is to encourage municipalities located within Miami-Dade County to provide periodic reports to the County (no less than quarterly) regarding the number of trees planted within their municipality; and

WHEREAS, the Miami-Open Spaces Department and its Neat Streets Miami multijurisdictional board, is dedicated to creating beautiful gateways, corridors and connections is desirous of receiving accurate and timely data regarding tree plantings from municipalities; and

WHEREAS, the Village desires to assist Miami-Dade County in obtaining accurate and timely data from municipalities; and

WHEREAS, the Council finds that it is in the best interest of the Village to execute the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE EL PORTAL VILLAGE COUNCIL;

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

Section 2. Approving Interlocal Agreement. The Village hereby approves the Village Manager's execution of the Interlocal Agreement (Exhibit "A") to provide periodic tree planting reports to Miami-Dade County.

Section 3. Effective Date. This Resolution shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida, this ____ day of November, 2019.

Claudia Cubillos, Mayor

ATTEST: _____
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

By: _____
Norman C. Powel, Esq.

Vote:

Councilperson Urbom: ____ (Yes) ____ (No)

Councilperson Roman: ____ (Yes) ____ (No)

Councilperson Mathis: ____ (Yes) ____ (No)

Vice Mayor Nickerson.: ____ (Yes) ____ (No)

Mayor Cubillos: ____ (Yes) ____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2019-15 adopted on November __, 2019, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this _____ day of November, 2019.

Yenise Jacobi
Village Clerk

**Miami- Dade County
Parks, Recreation, and Open Spaces Department**

TREE PLANTING REPORTING AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____, between _____ (the "Municipality") and Miami-Dade County (the "County"), hereinafter called the "County."

Recitals

WHEREAS, the Board of County Commissioners of Miami-Dade County, through Resolution No. R-475-18, directed the County Mayor or County Mayor's Designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County, for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings; and

WHEREAS, the purpose of the Resolution and this Agreement is to encourage municipalities located within Miami-Dade County to provide periodic reports to the County (no less than quarterly) regarding the number of trees planted within their municipality; and

WHEREAS, Neat Streets Miami is desirous of receiving accurate and timely data regarding tree plantings from municipalities; and

WHEREAS, this Board desires to assist Neat Streets Miami in obtaining accurate and timely data from municipalities; and

WHEREAS, the County and the Municipality desire to undertake such activities,

NOW THEREFORE, the County and Municipality agree as follows:

Terms and Conditions of Agreement

Municipality's Responsibilities. The Municipality shall be responsible for providing periodic reports to the County (no less than quarterly) regarding the number of trees planted within the municipality to include the number of trees planted and the species of the trees planted.

County's Responsibilities. The County shall be responsible for compiling and maintaining a listing of the number and species of trees planted by the Municipality, based upon the information provided by the Municipality, and will provide the Municipalities that participate in the reporting program an annual report on the number and species of trees planted in Miami-Dade County by the program participants.

(1) **Indemnification.** The Municipality shall indemnify and hold harmless the County its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Municipality or its employees, agents, servants, partners principal or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

The County shall indemnify and hold harmless the Municipality and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Municipality may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

(2) **Term and Termination.** The Agreement shall remain in effect for a three-year period. The County or Municipality may terminate this Agreement for any reason, including for its own convenience, by written notice, without any liability to either party. The County and Municipality may renew the Agreement for additional three-year periods upon mutual agreement of the parties.

(3) **Assignment.** This Agreement is non-transferrable and non-assignable in whole or in part without the written consent of the County and the Municipality.

(4) **Compliance with Laws.** The County and Municipality agree that each party shall, at all times, comply with all applicable local, state, and federal laws, ordinances, codes, statutes, and rules and regulations.

(5) **Authority of Signatories.** The undersigned executing this Agreement on behalf of the Municipality represents and warrants that he/she has authority to bind the Municipality under this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF MUNICIPALITY: _____

BY: _____
Municipality Representative's Signature

DATE: _____

PRINT NAME _____

TITLE: _____

MIAMI-DADE COUNTY, FLORIDA

BY: _____
Mayor
Miami-Dade County

DATE: _____

LEGAL SUFFICIENCY: _____
County Attorney

DATE: _____

RESOLUTION NO.: 2019-16

A RESOLUTION OF THE EL PORTAL, FLORIDA VILLAGE COUNCIL AUTHORIZING THE VILLAGE MANAGER TO EXECUTE STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT SW1320L0 BETWEEN THE VILLAGE OF EL PORTAL AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the El Portal Village Council (“Council”) and the State of Florida Department of Environmental Protection (“Department”) entered into a State Revolving Loan Agreement Number SW1320L0 in the amount of \$175,000, excluding capitalized interest (“Loan Agreement”); and

WHEREAS, certain provisions of the Loan Agreement must be revised to reflect adjustments to the Loan payments and project costs; and

WHEREAS, the Council finds that it is in the best interest of the Village to execute an amendment to the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE EL PORTAL VILLAGE COUNCIL;

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

Section 2. Approving Amendment. The Village hereby approves the Village Manager’s execution of State Revolving Fund Amendment 1 to Loan Agreement SW1320L0 between the Village of El Portal and the State of Florida Department of Environmental Protection to reflect adjustments in the Loan payments and project costs.

Section 3. Effective Date. This Resolution shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the Village Council of the Village of El Portal Florida, this ____ day of November, 2019.

Claudia Cubillos, Mayor

ATTEST: _____
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Interim Village Attorney

By: _____
Norman C. Powel, Esq.

Vote:

Councilperson Urbom: ____ (Yes) ____ (No)

Councilperson Roman: ____ (Yes) ____ (No)

Councilperson Mathis: ____ (Yes) ____ (No)

Vice Mayor Nickerson.: ____ (Yes) ____ (No)

Mayor Cubillos: ____ (Yes) ____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2019-16 adopted on November ____, 2019, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this _____ day of November, 2019.

Yenise Jacobi
Village Clerk

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT SW1320L0
VILLAGE OF EL PORTAL**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the VILLAGE OF EL PORTAL, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number SW1320L0, authorizing a Loan amount of \$175,000, excluding Capitalized Interest; and

The Semiannual Loan Payment amount and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is \$175,000 and the Loan Service fee is \$3,500. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$175,000.
2. The total amount of the Loan is \$180,157.37, which consists of \$175,000.00 disbursed to the Local Government, \$1,657.37 of accrued Capitalized Interest and \$3,500.00 of service fee charges.
3. The total amount remaining to repay on the Loan is \$176,140.99, which amount accounts for the Department's receipt of 1 Semiannual Loan Payment and consists of unpaid principal of \$172,640.99 and the unpaid service fee charge of the original loan of \$3,500.00 at a Financing Rate of 1.16 percent per annum (the interest rate is 0.58 percent per annum, and the Grant Allocation Assessment rate is 0.58 percent per annum).
4. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$5,059.43. Such payments shall be received by the Department on March 15, 2020 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid.

5. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Planning Activities costs	175,000.00
Capital Interest	<u>1,657.37</u>
TOTAL (Loan Principal Amount)	<u>176,657.37</u>

6. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement SW1320L0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
VILLAGE OF EL PORTAL

Mayor

Attest:

Approved as to form and legal sufficiency:

Village Clerk
SEAL

Village Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

