

Town of Loxahatchee Groves

Regular Town Council Meeting

Tuesday, February 7, 2012 at 7:00 p.m.

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)
Vice Mayor Ryan Liang (Seat 3)
Councilman Tom Goltzené (Seat 5)
Councilman Ronald. D. Jarriel (Seat 1)
Councilman Jim Rockett (Seat 2)

Town Manager Mark Kutney
Town Clerk Janice M. Moore
Town Attorney Michael D. Cirullo, Jr.

PUBLIC NOTICE/AGENDA

1. OPENING

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation
- c. Approval of Agenda
- d. Announcement of Election

2. CONSENT AGENDA

- a. Minutes for Approval: January 3, 2012 (Regular) and January 17, 2012 (Special)
- b. Invoices from Goren, Cherof, Doody & Ezrol, P.A. for December 2011
- c. Municipal Election Agreement with Palms West Presbyterian Church
- d. Resolution 2012-02 – Budget Amendment

3. PRESENTATIONS - *None*

4. COMMITTEE REPORTS

- a. FACC Report & Approval of FY 2012 Financial Statements – Chair Lung Chiu
 1. Financial Activity Report & Budget vs. Actual – November & December 2011
- b. Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC) – Chair Nina Corning

5. PUBLIC HEARINGS (Ordinances 2nd Reading)

a. Ordinance 2012-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2011-011, WHICH ESTABLISHED THE TOWN'S PLANNING AND ZONING BOARD, TO AMEND SECTION 2, SUBSECTION ENTITLED "COMPOSITION AND TERM OF OFFICE" TO PROVIDE THAT ALTERNATE MEMBERS OF THE BOARD MAY PARTICIPATE IN ALL MATTERS COMING BEFORE THE BOARD AT MEETINGS IN WHICH THEY ARE IN ATTENDANCE, BUT MAY VOTE ONLY IN THE ABSENCE OF A REGULAR MEMBER; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

6. ORDINANCES (1st Reading)

a. Ordinance 2012-03 – Manure Dumping

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING AND RESTATING ORDINANCE 2010-003, RELATING TO DUMPING OF MANURE AND HORSE BEDDING WITHIN THE TOWN; AMENDING THE PERMIT APPLICATION REQUIREMENTS FOR PROPERTY OWNERS AND HAULERS; ADDING PROVISIONS ON THE LOCATION OF DUMPING ON PROPERTY; INCREASING THE TRANSPORTER PERMIT FEE AND PROVIDING FOR AN INCREASED FEE IN THE EVENT A TRANSPORTER VIOLATES THIS ORDINANCE PRIOR TO APPLYING FOR A PERMIT; PROVIDING THAT EXCEPT AS AMENDED HEREIN, ORDINANCE 2010-003 IS RESTATED AND IN FORCE AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTIONS - *None*

8. OLD BUSINESS - *None*

9. NEW BUSINESS

- a. Charter Review Committee
- b. Calvin, Giordano Planning & Engineering Services Contract
- c. Recreational Trails Program Grant
- d. Approval of the RFP for Banking Services
- e. Bond Issue to OGEM the Remaining District Roads – Councilman Jarriel
- f. Red Light at Okeechobee Blvd & D Road – Councilman Jarriel
- g. Finishing OGEM Roads from A Road to E Road – Councilman Jarriel

- h. Appointment of RETGAC Vacancy – Vice Mayor Liang
- i. Study of Floor Area Ratio (FAR) Regarding Okeechobee Blvd. – Mayor Browning

10. ADMINISTRATIVE UPDATE - Town Manager Kutney

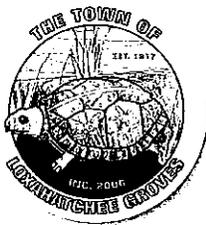
11. CLOSING COMMENTS

- a. Public
- b. Town Attorney
- c. Town Council Members

12. ADJOURNMENT

The next Town Council Meeting is scheduled for March 6, 2012 at 7:00 p.m.

Comments Cards: Anyone from the public wishing to address the Town Council must complete a Comment Card before speaking. This must be filled out completely with your full name and address and given to the Town Clerk. During the meeting, before public comments, you may only address the item on the agenda in which is being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting 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 included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



Town of Loxahatchee Groves

Regular Town Council Meeting

Tuesday, January 3, 2012 at 7:00 p.m.

Loxahatchee Groves Water Control District, 101 West "D" Road

MINUTES

1. Opening

- a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. Present were Mayor David Browning, Vice Mayor Liang, and Council Members Tom Goltzené, Ronald D. Jarriel and Jim Rockett. Also present were Town Manager Mark Kutney, Town Clerk Janice M. Moore, and Town Attorney Michael D. Cirullo, Jr.

- b. Pledge of Allegiance & Invocation - Mayor Browning

- c. Approval of Agenda

Councilman Goltzené requested the following item to be added: Funding for the Trails & Greenways (Item 9i.)

Motion: Vice Mayor Liang moved to **approve** the Agenda as amended. Councilman Jarriel seconded the motion, which passed unanimously. **(Motion carried 5-0).**

2. Consent Agenda

Councilman Rockett noted a correction on the December 6th minutes, page 3.

- a. Minutes for Approval: November 15, 2011 (Workshop), November 15, 2011 (Special), and December 6, 2011 (Regular)
- b. Invoices from Goren, Cherof, Doody & Ezrol, P.A. for December 2011

Motion: Councilman Rockett moved to **approve** the Consent Agenda with the December 6th minutes as amended. Vice Mayor Liang seconded the motion, which passed unanimously. **(Motion carried 5-0).**

3. **Presentations** - *None*
4. **Committee Reports** - *None*
5. **Public Hearings** - Ordinances 2nd Reading - *None*
6. **Ordinances** - 1st Reading

- a. **Ordinance 2012-01**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING AMENDMENT 11-2(SS) TO THE TOWN OF LOXAHATCHEE GROVES COMPREHENSIVE PLAN, CONCERNING A SMALL-SCALE LAND USE PLAN AMENDMENT APPLICATION PROPOSED BY THE OWNERS OF THE PROPERTY, WILLIE H. AND FRANKIE J. DAY TO CHANGE THE DESIGNATION OF THE SUBJECT USE OF LAND FROM RURAL RESIDENTIAL (1 DU PER 5 ACRES) TO COMMERCIAL LOW AND COMMERCIAL LOW-OFFICE, TO ACCOMMODATE THE FUTURE DEVELOPMENT OF A MAXIMUM OF 4.96 ACRES OF COMMERCIAL RETAIL AND A MAXIMUM OF 4.34 ACRES OF COMMERCIAL OFFICE AND ACCESSORY USES ON 9.30 ACRES LOCATED AT THE SOUTHWEST CORNER OF OKEECHOBEE BOULEVARD AND FOLSOM ROAD, LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR AMENDMENT TO THE COMPREHENSIVE PLAN TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Cirullo provided a brief overview of the approval process. Dennis Lipp, 13402 North Road, questioned whether or not the 1st reading required a 4-1 vote. Mayor Browning responded that the determination would be made during the ordinance presentation.

Town Planner Jim Fleischmann provided a detailed overview of the application. He answered several questions posed by Town Council. Kieran Kilday, Urban Design Kilday Studios, provided a detailed presentation on the site plan and land use of the property. He answered several questions and responded to several concerns posed by Town Council.

Public Comment

Lawrence Corning, 2834 E Road, expressed concern for the lack of vision for Loxahatchee Groves and suggested to revisit the “big picture.”

Dennis Lipp, 13402 North Road, spoke about land use changes being done by referendum. He also spoke about the supermajority vote and government light.

Virginia Standish, 15410 North Road, expressed objection to commercial properties and urged the Town Council to evaluate how property taxes could be imposed on properties. She objected that the property would help transportation.

John Ryan, 3508 A Road, spoke about Okeechobee Blvd. no longer being a residential road for the town. He suggested two (2) additional conditions: a) Calvin, Giordano & Associates' comments about its suggestion for another traffic study - have developer pay for it; and b) Implement a traffic light at Okeechobee Blvd. and Folsom Road.

Ruth Menor, 13095 Bryan Road, spoke about controlling how Okeechobee Blvd. divided the community and wanting to keep minimal traffic. She spoke against the development.

Marge Herzog, 966 A Road, spoke about the residents not being in favor about having much commercial property on Okeechobee Road. She suggested a statue in the roundabout instead of a clock.

Bernadette Fitzpatrick, 13024 Raymond Drive, spoke about the town being a "gem" and commercial development would happen all over if the application was approved.

Nina Corning, 2834 E Road, requested clarification regarding the supermajority vote. She expressed concern for the traffic and suggested the Town decide how much commercial development it wanted.

Grace Joyce, 3886 147th Avenue North, spoke in favor of the Planning & Zoning formulating and developing a comprehensive community plan for Okeechobee Boulevard. She suggested that if the application did not reflect the comprehensive plan, then the Town should change it.

Patrick Painter, 12887 Raymond Drive, spoke about coming up with own ideas and charting the Town's own future.

Mary McNicholas, 12845 Raymond Drive, spoke about the strong feeling in the community and did not want to lose it. She also spoke about having a traffic study before the approval and amending the comprehensive plan.

Town Attorney Cirullo read the title of the ordinance at this time. He noted that interpretation of the charter was to be by the Town Council.

Marty Perry, representing the applicant, requested that the charter be interpreted fairly and justly.

Town Attorney Cirullo spoke about the charter and supermajority vote.

Motion: Councilman Jarriel moved to have a **3-2 vote for approval** of the ordinance. Vice Mayor Liang seconded the motion.

Councilman Jarriel requested a discussion of the Town's charter at the next Town Council meeting. He urged residents to come to the January 14th workshop to express feedback on what they want for the Town. He spoke about wasting the Planning and Zoning Board's time and supporting their decision.

Councilman Goltzené spoke in favor of the 3-2 vote for the purpose of having a public hearing. He said he was not convinced the project was a good thing considering all of the public feedback.

Vote: All voted in favor with the exception of Councilman Rockett and Mayor Browning who both voted in the negative. **(Motion carried 3-2).**

Motion: Councilman Jarriel moved to **approve** Ordinance 2012-01 on 1st Reading. Vice Mayor Liang seconded the motion.

Councilman Rockett expressed that the decision would be creating a precedent. He agreed with need for a traffic study before approval. Councilman Rockett said it was too soon to take up anything regarding Okeechobee Blvd and spoke in favor of two (2) lanes. He noted that approving the development would send the wrong message and spoke of the lack of traffic control on Folsom Road.

Vice Mayor Liang spoke about supporting the LPA's recommendation and was interested in discussing Item 9g.

Marty Perry, attorney representing the applicant, requested a deferral of the 2nd reading until April, so that he could meet with the county and school district relative to the existing at the school and a potential traffic signal on Okeechobee Blvd. and Folsom Road.

Vote: In roll call vote, all voted in **favor** of the motion with the exception of Councilman Rockett and Mayor Browning who both voted in the negative. **(Motion carried 3-2).**

Town Attorney Cirullo noted that he would work with the developer to establish 2nd Reading date.

b. Ordinance 2012-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2011-011, WHICH ESTABLISHED THE TOWN'S PLANNING AND ZONING BOARD, TO AMEND SECTION 2, SUBSECTION

ENTITLED "COMPOSITION AND TERM OF OFFICE" TO PROVIDE THAT ALTERNATE MEMBERS OF THE BOARD MAY PARTICIPATE IN ALL MATTERS COMING BEFORE THE BOARD AT MEETINGS IN WHICH THEY ARE IN ATTENDANCE, BUT MAY VOTE ONLY IN THE ABSENCE OF A REGULAR MEMBER; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Attorney Cirullo provided an overview of the ordinance and read the title at this time.

Motion: Vice Mayor Liang moved to **approve** Ordinance 2012-02 on 1st Reading. Councilman Rockett seconded the motion. In a roll call vote, all voted in favor of the motion. (**Motion carried 5-0**).

7. Resolutions

a. Resolution 2012-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Town Manager Kutney provided a brief overview. Town Attorney Cirullo read the title at this time.

Motion: Councilman Rockett moved to **approve** Resolution 2012-01. Vice Mayor Liang seconded the motion. In a roll call vote, all voted in favor of the motion. (**Motion carried 5-0**).

8. Old Business - None

9. New Business

a. Adoption of Revisions to the Town's Finance & Accounting Procedures Manual

Town Manager Kutney provided a brief overview.

Motion: Councilman Goltzené moved to **approve** the Adoption of Revisions to the Town's Finance & Accounting Procedures Manual. Vice Mayor Liang seconded the motion.

Councilman Rockett requested the following amendments:

- a) Town Staff to review the document on an annual basis, make changes and forward to the Finance Advisory & Audit Committee
- b) Delete "finance director."

All voted in favor of the motion as amended. **(Motion carried 5-0).**

b. Purchase of Equipment for C.E.R.T.

Nancy Handweg, C.E.R.T. co-team leader, distributed a spreadsheet of equipment for back –up communications. She noted that she spoken previously with the former town manager and LGWCD Administrator Clete Saunier regarding the request. Mayor Browning suggested that the funds come out of the “Contributions Fund.” Marge Herzog, Loxahatchee Groves Homeowners Association, suggested coming on the 26th and request a donation.

By consensus, the Town Council **agreed** to use funds from the C.E.R.T. budget line item.

c. Exotics & Evasive Vegetation

Councilman Goltzené requested the creation of an ordinance to prohibit exotic plants on commercial properties and within preserves and to prohibit *australian pines* and *brazilian peppers*, within a certain proximity, to road and trails. Councilman Goltzené clarified that he was looking at the Federal Class 1 Exotics and Prohibited Species List. He requested the Town’s funds to perform the removal.

Councilman Rockett suggested the Town Staff review the “environmental code” of the land use plan, and determine anything that was left out, conflicts, etc.

Town Attorney Cirullo noted that there would need to be a public benefit for the use of funds.

Councilman Jarriel noted that Ian Trail should be a priority for clearing.

Mayor Browning expressed concern for the cost of removal. Councilman Goltzené noted that a plan would be created for which roads and the period of time, addressing it with capital improvement funds and/or gas tax revenue funds.

Town Manager Kutney summarized the discussion as follows: 1) Research county and Unified Land Development Code regulations; 2) Develop an ordinance for the removal of the exotics and evasives; and then 3) Discuss cost factor.

Nina Corning, 2834 E Road, suggested looking at easements, 10 feet back from private property. She noted that she had removed the Australian Pines from all boundaries of her property.

Town Attorney Cirullo noted that he would be involved regarding the various regulations.

Motion: Councilman Goltzené moved to **direct** Town Staff to proceed to draft an ordinance using the perimeters discussed this evening. Councilman Jarriel seconded the motion. **(Motion carried 5-0).**

d. 6th Street Culvert Connection

Councilman Goltzené proposed to connect the areas along the south side Collecting Canal from D Road to C Road for a horse and walking trail by creating a culvert in the ditch, filling in the ditch using the dirt from the berm, removing the exotics, and putting in gates at each end for accessing the property. He said he spoke to LGWCD Administrator Celeste Saunier who was in favor of the proposal, take it to the next IGC meeting and research the costs.

Councilman Jarriel expressed in favor of the proposal and requested that it be passed through Roadway, Equestrian Trails and Greenway Advisory Committee

Mayor Browning noted the following direction for Town Manager Kutney:

1. Pursue funds for grants for overall horse trails
2. Move forward with the LGWDC on this proposal.

There were no objections from the Town Council.

John Ryan, 3508 A Road, spoke in favor of the connection.

Nina Corning, 2834 E Road, spoke in favor of the connection.

Bridgette Supramanya, C Road, suggested taking a look at the research already available.

e. Appointment of FAAC Vacancy – Councilman Goltzené

Councilman Goltzené announced the **appointment** of Virginia Standish to the FAAC.

i. Funding for the Trails & Greenways

Councilman Goltzené spoke about the goals within Section 5. of the Comprehensive Plan regarding parks and recreation space. He said he wanted the Town Council to do more positive things and not be so reactive to developers. Councilman Goltzené suggested that each Town Council member read the objectives to be presented at a future meeting and schedule workshop to bring them into fruition. He said he wanted developers to give back to the community.

Councilman Rockett suggested taking one item at a time and getting some Town Council discussion.

Councilman Goltzené suggested “Linear Park” to be referred to as “The Southern Greenway.” He received no objections from the Town Council.

- f. Planning & Zoning Board Request for Town Attorney to Attend All Meetings – Town Manager Kutney

Town Manager Kutney presented the staff report and provided a brief overview. By consensus, it was **agreed to not to** have the town attorney attend all meetings.

- g. Planning & Zoning Request for Authorization to Formulate & Develop a Comprehensive Community Plan for Okeechobee Boulevard

Town Manager Kutney presented the staff report and provided a brief overview.

Grace Joyce, LPA Member, spoke in favor of doing the plan with simple standards.

Nina Corning, 2834 E Road, spoke about a plan involving entire town, how much commercial property was wanted in the town, bringing planners in and finding professionals that are willing to help.

Mayor Browning requested ideas from Town Manager Kutney regarding getting the whole community involved. Councilman Goltzené expressed concern for setting a percentage of commercial property.

Grace Joyce, LPA Member, noted that the board can only go by the evidence that was presented in the comprehensive plan and if the “Day” property follows the criteria, it cannot vote against it.

Town Manager Kutney noted that he would take the issue to all three (3) boards and would come back with some recommendations in the future.

- h. Manure Dumping

Mayor Browning explained a concern of manure dumping from the upcoming City of Wellington equestrian event. He requested that a policy be set not to allow it during the months of January and February.

Town Manager Kutney noted 10 permit holders in 2011 and only two (2) in 2012 and that code enforcement would be monitoring the issue. Councilman Rockett suggested sending out a notification letter to 2011 permit holders and bringing this issue to the attention of someone in charge of the equestrian event. He said he would be attending the next Western Communities Council meeting and would bring it to the attention of the other surrounding cities.

Councilman Goltzené noted that the Sheriff’s Office should handle violators of the ordinance.

Virginia Standish, 15410 North Road, spoke about a current issue with her neighbor and requested clarification on the ordinance. Town Attorney Cirullo answered several of her questions but noted that the issue was for code enforcement. Councilman Goltzené and Councilman Jarriel shared their knowledge on the subject.

10. Administrative Update

Town Manager Kutney reported the following:

1. Information regarding the facilitator for the January 14th joint workshop was emailed to all council members.
2. Research on Noise Meter Training was in process.
3. A call into Commissioner Jess Santamaria for the status of the Red Light issue.
4. Vegetation Trimming - reported that the waste hauler made an assessment, would refer to a list of contractors and was in the process of putting a schedule together along with the costs.

Councilman Jarriel noted that the District could not do the vegetative trimming, but could maintain them.

Motion: Councilman Rockett moved to **approve** vegetation trimming, grading and debris removal for Ian Trail, as indicated as an emergency. Vice Mayor Liang seconded the motion, which passed unanimously. **(Motion carried 5-0).**

Motion: Councilman Rockett moved to **approve** vegetation trimming, grading and debris removal for 152nd Way N, 145th Avenue N, and Stephen Lane, as indicated as an emergency. Vice Mayor Liang seconded the motion, which passed unanimously. **(Motion carried 5-0).**

11. Closing Comments

- a. Public - none
- b. Town Attorney Cirullo wished everyone a Happy New Year.
- c. Town Council Members

Councilman Goltzené - *none*

Councilman Jarriel wished everyone Happy New Year.

Vice Mayor Liang wished everyone Happy New Year.

Councilman Rockett said thank you to those residents who attended the meeting and wished everyone Happy New Year.

Mayor Browning said thank you to those residents who attended the meeting and wished everyone Happy New Year.

12. Adjournment

The meeting was adjourned at 11:10 p.m.

**These minutes were approved by the
Town Council on Tuesday, February 7, 2012.**

Janice M. Moore, Town Clerk

David Browning, Mayor

SEAL



Town of Loxahatchee Groves
Regular Town Council Meeting
Tuesday, January 17, 2012, 2011 at 7:00 p.m.
Loxahatchee Groves Water Control District, 101 West "D" Road

MINUTES

1. Opening

- a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:05 p.m. Present were Mayor David Browning, Vice Mayor Ryan Liang and Council Members Tom Goltzené, Ronald D. Jarriel and Jim Rockett. Also present were Town Manager Mark Kutney; Town Clerk Janice M. Moore; Office Coordinator Stephen Hainline, Bill Underwood, Managing Partner of Underwood Management Services Group (UMSG); and Town Attorney Michael D. Cirullo, Jr.

- b. Pledge of Allegiance & Invocation - Mayor Browning

- c. Approval of Agenda

Motion: Vice Mayor Liang moved to **approve** the agenda as presented. Councilman Rockett seconded the motion, which passed unanimously. **(Motion carried 5-0).**

- d. Notice of Election - Mayor Browning

2. Town Management Assessment & Visioning Presentation

Town Manager Kutney provided a Powerpoint Presentation consisting of: 1) Assessment of First Quarter (Records System, Computer Applications, Security Measures, Town Electronic Data, Files, Emails and Website, Financial System & Contracts); 2) Assessment Mitigation (Records System, Computer Applications, Security Measures, Town Electronic Data, Files, Emails and Website, Financial System & Contracts); 3) Governance (Advisory Boards, Special Magistrate/Code Enforcement, ULDC Adoption, and Comprehensive Plan Adoption); 4) Service Functions Provided by UMSG (Functions & Workload Issues); Bill Underwood, Underwood Management Services, provided additional information as the presentation was given.

4) Council Discussion & Actions.

Motion: Councilman Goltzené **granted** authorization to proceed on Items 1 & 2 - Procuring citizen request web services and content management system and website services. Councilman Jarriel seconded the motion, which passed unanimously. **(Motion carried 5-0.)**

Dennis Lipp, 13402 North Road, spoke about government light.

John Ryan, 3508 A Road, reminded everyone that the comprehensive plan was in effect as of August of 2011.

Motion: Councilman Jarriel **granted** authorization to proceed on Item 3 – To instruct the town attorney and town manager to incorporate in the procurement ordinance provisions such as “sheltered market/“local preference” language to encourage the use of local vendors where applicable. Councilman Rockett seconded the motion, which passed unanimously. **(Motion carried 5-0.)**

Motion: Councilman Jarriel **granted** authorization to proceed on Item 4 – To instruct the town attorney and town manager to provide for a Public Works General Services provision in the Solid Waste Monitoring contract; authorizing the town manager to execute the amendment. Vice Mayor Liang seconded the motion. Town Manager Kutney provided an overview and noted that he wanted to utilize the contractor more efficiently. The motion passed unanimously. **(Motion carried 5-0.)**

Motion: Vice Mayor Liang **granted** authorization to proceed on Item 5 – To authorize the purchase of a Town shirt, polo or dress, with the Town logo for the Town Council and the town management company. Councilman Jarriel seconded the motion. He then proposed a **friendly amendment** to include town shirts for the boards and committees, which was accepted by Vice Mayor Liang. The motion passed unanimously. **(Motion carried 5-0.)**

There was no action taken on Item 6 - To instruct the town attorney and staff to prepare for the mayor’s signature a letter to the supervisor of elections (SOE) urging the SOE to return voting to a location within the Town.

Motion: Vice Mayor Liang **granted** authorization to proceed on Item 7 – To instruct staff to prepare a capital improvement program for council approval at the May 21, 2012 Town Council Meeting. Councilman Goltzené seconded the motion. He then proposed a **friendly amendment** for moving it to the May 7th meeting date, which was accepted by Vice Mayor Liang. The motion passed unanimously. **(Motion carried 5-0.)**

Motion: Vice Mayor Liang **granted** authorization to proceed on Item 8 – To instruct staff to prepare an RFQ for the acquisition of general engineering services. Councilman Goltzené seconded the motion. Councilman Jarriel suggested approaching Clete Saunier, LGWDC administrator, for engineering services. Town Kutney noted that he would follow up, but would be bringing the Calvin, Giordono & Associates unsigned planning and engineering services contract to the February 7th Town Council Meeting for consideration. The motion passed unanimously. **(Motion carried 5-0.)**

Town Manager Kutney provided a brief overview of Item 9 – To implement an ordinance collecting \$75 fee for research and execution of business tax receipt and others as appropriate.

Dennis Lipp, 13402 North Road, recommended that the BTR agricultural/residential commercial, hay distribution center, retail nursery – agricultural/residential not commercial. He recommended doing a search online confirming the address and current land zoning.

Motion: Councilman Rockett **granted** authorization to proceed on Item 9 – To implement an ordinance collecting \$75 fee for research and execution of business tax receipt and others as

appropriate. Councilman Jarriel seconded the motion, which passed unanimously. **(Motion carried 5-0.)**

3. Closing Comments

a. Public

Sharyn Browning, 3056 D Road, noted an error printed by the Palm Beach Post regarding voters not being able to make address changes at the polls. She spoke about the use of a provisional ballot, which allowed voters who move from county to county to vote on Election Day. Mrs. Browning announced that Royal Palm Elementary School was the voting precinct for the Presidential Preference Primary Election. She further noted that if the contract was accepted, the Municipal Election would be at the Palms West Presbyterian Church.

b. Town Council Members

Councilman Goltzené thanked everyone for coming. He spoke about positively about the last few weeks, things getting done, hay businesses coming, local jobs and competition and industry.

Councilman Jarriel thanked everyone for coming to the workshop.

Vice Mayor Liang thanked everyone for coming to the meeting and the staff for their presentation.

Councilman Rockett requested modification to the manure dumping ordinance at the next meeting and spoke about including any addendums to the OGEM contract prior to the work being started. He also requested that a summary report be presented on the items that were touched on the IGC monthly meeting. He thanked everyone for coming.

Councilman Jarriel requested Councilman Goltzené to stay on the IGC. He requested a consent from Council regarding the research on a bond to do the district main roads and Collecting Canal. He asked Town Manager Kutney to come back at next meeting with possibilities. Mayor Browning suggested sharing the cost with the LGWDC. Councilman Rockett requested that the Town Council find out about the use of existing revenues. Councilman Goltzené expressed that he wanted to know of all financing options. Councilman Jarriel spoke of the gas tax funds use only.

Mayor Browning noted a rumor of the school board eliminating bus stops. He reported that it was not correct. He noted that he was not in favor of the current management team spending money on digging up emails. Town Attorney Cirullo noted that the Town should eventually report the happenings to the state on the records management issues and try to reconstruct what was there in a reasonable way.

4. Adjournment

Councilman Rockett moved to **adjourn** the meeting at 8:50 p.m. Councilman Goltzené seconded the motion, which passed unanimously. **(Motion carried 5-0).**

**These minutes were approved by the
Town Council on Tuesday, February 7, 2012.**

Janice M. Moore, Town Clerk

David Browning, Mayor

SEAL

Item 2b.

Invoices from Goren,
Cherof, Doody & Ezrol,
P.A.

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

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100483-0R
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ACCOUNT NO:
STATEMENT NO:

TOWN OF LOXAHATCHEE GROVES
Att: Mayor David Browning
14579 Southern Blvd., Ste. 2
Loxahatchee FL 33470

Day Property

mpc

01/03/2012		HOURS	
MDC	Review application/report for Jan. 3 meeting.	0.50	
	FOR CURRENT SERVICES RENDERED	0.50	92.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	0.50	\$185.00	\$92.50

TOTAL CURRENT WORK 92.50

BALANCE DUE \$92.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE.

GOREN, CHEROF, DOODY & EZROL, P.A.
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TOWN OF LOXAHATCHEE GROVES
Att: Mayor Dave Browning
14579 Southern Boulevard
Suite 2
Loxahatchee FL 33470

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ACCOUNT NO: 70240-OR
STATEMENT NO: 62

General Matters

MDC

	HOURS
01/03/2012 MDC Miscellaneous telephone conferences on agenda items, review agenda materials for Jan. 3 meeting; prepare for and attend Council meeting.	7.30
01/05/2012 MIR Review RFP files for items responsive to public records request regarding Arciola.	0.70
MDC Miscellaneous telephone conference on election matters, public record inquiries; miscellaneous telephone conference with Council members.	1.30
01/06/2012 MDC Review correspondence on pending public records requests.	0.30
MIR Review documents responsive to public records request regarding Michael Arciola.	0.50
01/12/2012 MDC Telephone conference with MK on storm management RFP issues; telephone conference with JM on miscellaneous board inquiries; review ethics issues for Boards.	0.80
01/16/2012 MDC Review correspondence on Board issues.	0.20
01/17/2012 MDC Miscellaneous telephone conference with Council, MK; telephone conference with JM, review election items; prepare for and attend Council meeting.	4.60
01/18/2012 MDC Review materials from 1/17/12 Council meeting, begin	

TOWN OF LOXAHATCHEE GROVES

General Matters

		HOURS	
	review of tasks; correspondence with CS and MK on workshop items.	0.50	
01/24/2012	MDC Telephone conference with JM on election matters; telephone conference with MK on pending issues from 1/17/12 meeting, agenda items for 2/07/12 meeting.	0.90	
01/25/2012	MDC Telephone conference with JM on election issues.	0.30	
01/27/2012	MDC Review, provide comments on, budget amendment resolution.	0.30	
01/30/2012	MDC Review banking services RFP, provide comments to MK; miscellaneous telephone conference with MK on pending issues; review manure ordinance, telephone conference with MK, SH on ordinances, and agenda items.	2.50	
	FOR CURRENT SERVICES RENDERED	<u>20.20</u>	<u>3,725.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	19.00	\$185.00	\$3,515.00
MATTHEW I. REMM	1.20	175.00	210.00

COPYING COST	42.35
TOTAL EXPENSES	42.35
TOTAL CURRENT WORK	3,767.35
BALANCE DUE	<u>\$3,767.35</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE.

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES
Att: Mark Kutney, Town Manager
14579 Southern Blvd., Ste 2
Loxahatchee Groves FL 33470

Page: 1
01/31/2012
ACCOUNT NO: 110756-0R
STATEMENT NO: 1

Water Control District Matters

MDC

		HOURS	
01/06/2012	MDC		
	Research Special District matters, statutes and case law on merger with municipalities; telephone conference with Mary Viator.	0.90	
01/12/2012	MDC		
	Review statutes, pending legislation on special districts, telephone conference with Betsy Burdin (counsel for LGWCD) regarding Jan. 14, 2012 workshop.	0.80	
01/13/2012	MDC		
	Review materials for 1/14/12 workshop; miscellaneous telephone conference.	0.40	
01/14/2012	MDC		
	Review materials, attend joint workshop with Town Council and LGWCD.	<u>3.00</u>	
	FOR CURRENT SERVICES RENDERED	5.10	<u>943.50</u>

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	5.10	\$185.00	\$943.50

COPYING COST	35.00
TOTAL EXPENSES	<u>35.00</u>
TOTAL CURRENT WORK	978.50
BALANCE DUE	<u>\$978.50</u>

TOWN OF LOXAHATCHEE GROVES
POLLING LOCATION AGREEMENT FORM

PRECINCT

Item 2c.
Municipal Election
Agreement

THIS AGREEMENT, dated this 18th day of January, 2012, by and between The Town of Loxahatchee Florida, and the owner/representative of the Polling Place located at:

PALMS WEST PRESBYTERIAN CHURCH

NAME OF POLLING LOCATION (Include name and/or room number)

13689 Okeechobee Blvd. Loxahatchee, FL 33470

POLLING LOCATION STREET ADDRESS, CITY AND ZIP CODE

OWNER/REPRESENTATIVE AGREES:

- To provide a Polling Place for holding the following Elections.

MUNICIPAL ELECTION ----- TUESDAY, MARCH 13, 2012

- To provide the following items from 6:00 a.m. until closing procedures required by Florida Statutes are completed by the Election Board.

CHAIRS FOR ELECTION WORKERS (circle) YES NO NUMBER OF CHAIRS AVAILABLE: 30

TABLES FOR ELECTIONS WORKERS (circle) YES NO SIZE OF TABLES AVAILABLE: 3 30" x 96"

RESTROOM FACILITIES AVAILABLE (circle) YES NO AIR CONDITIONING/HEATING (circle) YES NO

- To provide access to the Polling Place on election day by one of the following means:

(circle) YES NO Owner will open Polling Place NO LATER THAN 6:00 a.m. on Election Day.

(circle) YES NO Owner will provide the Precinct Clerk with a key to the facility prior to Election Day.

STATEMENT OF INDEMNITY: The Town of Loxahatchee Groves shall be responsible for damages, as found legally liable for and to the extent permitted by law, arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of The Town of Loxahatchee Groves or any of its officers or employees. The owner shall be responsible for damages, and shall indemnify save, and hold harmless The Town of Loxahatchee Groves for damages or claims arising out of injury or damage to persons or property caused by or resulting from the negligence of the owner alone or in connection with a third party or any of its employees, agents, invitees, guests or representatives. The Town of Loxahatchee Groves shall be listed as an additional insured to any existing insurance policy for the premises and a certificate of insurance shall be issued listing The Town of Loxahatchee Groves as an additional insured no less than thirty (30) days prior to the polling event. Nothing in this provision shall constitute as a waiver of sovereign immunity.

I AGREE TO THE ABOVE CONDITIONS AND WILL MAKE MY FACILITY AVAILABLE TO THE TOWN OF LOXAHATCHEE GROVES ON THE DATES INDICATED ABOVE.

[Signature] DAVID STORMEN Building Grounds Chair Person 1/25/2012
SIGNATURE PRINT NAME TITLE DATE SIGNED

PMB 225, 1128 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FL 33411
MAILING ADDRESS (INCLUDE CITY, STATE AND ZIP CODE)

E-MAIL: pwpc_officemanager@yahoo.com TELEPHONE: 561-795-6292

ADDITIONAL INFORMATION

- To provide access to the premises or delivery and pickup of voting equipment before and after each Election, please provide the days and hours facility is open for the delivery and pickup of voting equipment:

Monday thru Friday 9:00 to 12:00 PM daily

- Name and telephone number of emergency contact person before and after regular business hours:

DAVID STORMEN 561-762-5855 561-371-4471 STORMENX4@bellsouth.net
NAME TELEPHONE ALT. TELEPHONE EMAIL

- Name and telephone number of contact person at Polling Place on Election Day:

Paul Everest 561-352-0236 cell PWPC - Office Manager
NAME TELEPHONE ALT. TELEPHONE EMAIL yahoo.com

- Two alternate contacts:

John Hall 561-398-6277 cell
NAME TELEPHONE ALT. TELEPHONE EMAIL

Patricia McNamee 561-319-2778 cell
NAME TELEPHONE ALT. TELEPHONE EMAIL

* JANICE - PLEASE HAVE MS BROWNING PICKUP UP A 'B' KEY PRIOR TO THE ELECTION AND DROP THE KEY BACK OFF AT THE CONCLUSION OF THE ELECTION.

[Signature] FOR THE KEY DATE SIGNED
TOWN CLERK: Janice M. Moore TELEPHONE: 561-793-2418 EMAIL: jmoore@loxahatcheegroves.org FAX: 561-793-2420

Item 2d.
Resolution 2012-02
Budget Amendment

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2012-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.241(4), Florida Statutes, the Town may amend its adopted budget for the Fiscal Year beginning October 1, 2011 and ending September 30, 2012, at any time within a fiscal year; and

WHEREAS, the Town Management has concluded a review of the budget and expenditures for the Fiscal Year beginning October 1, 2011 and ending September 30, 2012, and is recommending amendments to the Town's budget as set forth in Exhibit A" hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town's adopted budget for the Fiscal Year beginning October 1, 2011, and ending September 30, 2012, is hereby amended as set forth in Exhibit "A", attached hereto and expressly made a part hereof.

Section 3. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby

repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF FEBRUARY, 2012.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Janice M. Moore, Town Clerk

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Ryan Liang

Michael D. Cirullo, Jr., Town Attorney

Council Member Tom Goltzené

Council Member Ron Jarriel

Council Member Jim Rocket

EXHIBIT "A"

**(BUDGET AMENDMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011
AND ENDING ON SEPTEMBER 30, 2012)**

**GENERAL FUND:
Fiscal Year 2011-12**

Account Number		FY11-12 ADOPTED BUDGET	FY11-12 CHANGE	FY11-12 AMENDED BUDGET
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ESTIMATED REVENUES

TAXES

001-311-100-000	AD VALOREM TAXES @ 1.2000	210,000		210,000
001-314-100-000	ELECTRIC UTILITY TAX	196,000		196,000
001-314-510-000	COMMUNICATION SERVICES TAX	145,392		145,392
001-316-200-000	COUNTY OCCUPATIONAL LICENSES	5,000		5,000
001-323-100-000	FPL FRANCHISE FEE	200,000		200,000
001-323-300-000	PBC WATER UTILITY FRANCHISE FEE	12,000		12,000
	TOTAL TAXES	768,392	-	768,392

INTERGOVERNMENTAL REVENUES

001-329-100-000	PLANNING & ZONING PERMIT FEES	20,000		20,000
001-335-120-000	STATE REVENUE SHARING	78,236		78,236
001-335-180-000	HALF CENT SALES TAX	207,222		207,222
001-341-000-000	GENERAL GOVERNMENT CHARGES	5,000		5,000
001-343-349-000	COST RECOVERY FEES	10,000		10,000
001-354-100-000	CODE ENFORCEMENT FINES	5,000		5,000
	TOTAL INTERGOVERNMENTAL	325,458	-	325,458

MISCELLANEOUS

001-361-100-000	INTEREST	4,000		4,000
001-369-000-000	OTHER MISC INCOME	1,000	48,913	49,913
001-385-100-000	TRANSFER FROM SANITATION FUND	-	-	-
001-399-000-000	TRANSFER FROM FUND BALANCE	1,000,000		1,000,000
	TOTAL MISCELLANEOUS	1,005,000	48,913	1,053,913
	Total Estimated Revenue	2,098,850	48,913	2,147,763

revised 01/26/2012

**GENERAL FUND:
Fiscal Year 2011-12**

Account Number		FY11-12 ADOPTED BUDGET	FY11-12 CHANGE	FY11-12 AMENDED BUDGET
APPROPRIATIONS				
LEGISLATIVE				
001-511-400-000	TRAVEL	3,000		3,000
001-511-490-000	LEGAL ADVERTISING			-
001-511-492-000	OTHER OPERATING EXPENSES	1,000		1,000
001-511-500-000	EDUCATION AND TRAINING	1,000		1,000
001-511-510-000	OFFICE SUPPLIES	-		-
001-511-520-000	OPERATING SUPPLIES	-		-
001-511-540-000	BOOKS, PUBLICATIONS AND DUES	4,200		4,200
001-511-820-000	SPECIAL EVENTS/CONTRIBUTIONS	2,500		2,500
	TOTAL LEGISLATIVE	11,700	-	11,700
EXECUTIVE				
001-512-540-000	DUES, SUBSCRIPTIONS & MEETINGS	500		500
001-512-340-000	CONTRACTUAL-ADMINISTRATION	250,625		250,625
001-512-400-000	TRAVEL	500		500
001-512-410-000	COMMUNICATIONS AND FREIGHT	6,000		6,000
001-512-420-000	POSTAGE	2,000		2,000
001-512-492-000	OTHER OPERATING EXPENSES	4,000		4,000
001-512-510-000	OFFICE SUPPLIES	2,500		2,500
001-512-521-000	LOXAHATCHEE GROVES C.E.R.T. EX	2,000		2,000
	TOTAL EXECUTIVE	268,125	-	268,125
FINANCIAL AND ADMINISTRATIVE				
001-513-320-000	ACCOUNTING AND AUDITING	18,000		18,000
001-513-470-000	PRINTING AND BINDING	5,000		5,000
001-513-490-000	LEGAL ADVERTISING	7,000		7,000
001-513-493-000	ELECTION EXPENSE	9,000		9,000
	TOWN FINANCIAL AND ADMINISTRATIVE	39,000	-	39,000
LEGAL COUNSEL				
001-514-310-000	PROFESSIONAL SERVICES	50,000		50,000
001-514-312-000	LEGAL -COMP PLAN	-		-
	TOTAL LEGAL SERVICES	50,000	-	50,000
PLANNING & ZONING				
001-515-310-000	PROFESSIONAL SERVICES	20,000		20,000
001-515-340-000	OTHER SERVICES			-
001-515-343-000	PLANNING & ZONING CONTRACT	10,000		10,000
001-515-347-000	COMPREHENSIVE PLAN	5,000		5,000
001-515-349-000	COST RECOVERY EXPENDITURES	10,000		10,000
001-515-990-000	P & Z CONTINGENCY	-		-
	TOTAL PLANNING AND ZONING	45,000	-	45,000

revised 01/26/2012

**GENERAL FUND:
Fiscal Year 2011-12**

Account Number		FY11-12 ADOPTED BUDGET	FY11-12 CHANGE	FY11-12 AMENDED BUDGET
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OTHER GENERAL GOVERNMENT

001-519-315-000	SPECIAL MAGISTRATE	3,000	-	3,000
001-519-354-000	CODE COMPLIANCE	45,000	-	45,000
001-519-410-000	COMMUNICATION SERVICES	500	-	500
001-519-440-000	RENTALS AND LEASES	14,000	-	14,000
001-519-450-000	INSURANCE	9,500	-	9,500
001-519-460-000	R & M BUILDINGS	250	-	250
001-519-470-000	PRINTING AND BINDING	4,000	-	4,000
001-519-480-000	PROMOTIONAL ACTIVITIES	-	-	-
001-519-490-000	COMPUTER REPAIR	2,000	-	2,000
001-519-494-000	INSPECTOR GENERAL OFFICE FEE	2,172	-	2,172
001-519-900-000	TRANSFER TO ROAD FUND	-	-	-
001-519-910-000	TRANSFER TO SANITATION FUND	13,694	-	13,694
001-519-920-000	TRANSFER TO CAPITAL PROJECTS FUND	1,000,000	-	1,000,000
001-519-930-000	TRANSFER TO TRANSPORTATION FUND	-	48,913	48,913
001-519-990-000	CONTINGENCY	312,124	-	312,124
	TOTAL GENERAL GOVERNMENT	1,406,240	48,913	1,455,153

LAW ENFORCEMENT

001-521-341-000	PROFESSIONAL SERVICES-PBSO	274,785	-	274,785
001-521-342-000	CONTRACTUAL-ADDL PBSO	4,000	-	4,000
001-521-492-000	OTHER OPERATING EXPENSES	-	-	-
	TOTAL POLICE	278,785	-	278,785

PUBLIC WORKS

001-539-310-000	PROFESSIONAL SERVICES	-	-	-
001-539-340-000	OTHER CONTRACTUAL	-	-	-
	TOTAL PUBLIC WORKS	-	-	-
	Total Appropriations	2,098,850	48,913	2,147,763

Balance - (0) (0)

revised 01/26/2012

**Transportation Fund
Fiscal Year 2011-12**

Account Number		FY11-12 ADOPTED BUDGET	FY11-12 CHANGE	FY11-12 AMENDED BUDGET
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ESTIMATED REVENUES

101-312-410-000	FIRST LOCAL OPTION FUEL TAX (6 CENT)	244,969		244,969
101-312-420-000	SECOND LOCAL OPTION FUEL (5 CENT)	113,480	-	113,480
101-363-990-000	CONTRIBUTION FROM GENERAL FUND	-	48,913	48,913
Total Estimated Revenue		358,449	48,913	407,362

APPROPRIATIONS

Public Works

101-541-468-000	NON-DISTRICT ROADS (6 CENT) MAINT.	94,969	-	94,969
101-541-469-000	DISTRICT ROADS (6 CENT) MAINT.	150,000	-	150,000
101-541-630-000	ROAD AND STREETS (6 CENT)			-
101-541-631-000	ROAD AND STREETS (5 CENT)	113,480	(926)	112,554
101-541-632-000	SPECIAL PROJECTS		-	-
101-541-633-000	22nd ROAD DITCH (6)		-	-
101-541-634-000	148th TERR BRIDGE(5)/CULVERT	-	49,839	49,839
Total Appropriations		358,449	48,913	407,362

Balance

		-	-	-
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CAPITAL IMPROVEMENT FUND

Fiscal Year 2011-12

Account Number		FY11-12 ADOPTED BUDGET	FY11-12 CHANGE	FY11-12 AMENDED BUDGET
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ESTIMATED REVENUES				
305-363-990-000	CONTRIBUTION FROM GENERAL FUND	1,000,000	-	1,000,000
Total Estimated Revenue		1,000,000		1,000,000

APPROPRIATIONS				
305-541-341-000	LINEAR PARK/GRANT MATCH	100,000	-	100,000
305-541-434-000	ROAD AND DRAINAGE IMPROVEMENTS	350,000	-	350,000
305-541-346-000	OGEM PAVING/COST SHARING	450,000	-	450,000
305-541-436-000	TRAFFIC LIGHT OKEECHOBEE BLVD	100,000	-	100,000
Total Appropriations		1,000,000		1,000,000
Balance		-	-	-

**Solid Waste Fund
Fiscal Year 2011-12**

Account Number		FY11-12 ADOPTED BUDGET	FY11-12 CHANGE	FY11-12 AMENDED BUDGET
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ESTIMATED REVENUES

405-323-125-000	HAULERS LICENSING FEE	2,000	-	2,000
405-325-205-000	SOLID WASTE ASSESSMENTS (1,260 units)	469,640	-	469,640
405-325-206-000	DISCOUNT FEES	(18,785)	-	(18,785)
405-343-120-000	SWA RECYCLING INCOME	7,000	-	7,000
405-363-990-000	CONTRIBUTION FROM GENERAL FUND	13,694	-	13,694
Total Estimated Revenue		473,549	-	473,549

APPROPRIATIONS

405-534-345-000	CONTRACTUAL-WASTE OVERSIGHT	12,000	-	12,000
405-534-346-000	PBC ADMINISTRATION FEE 1%	4,710	-	4,710
405-534-420-000	POSTAGE	539	-	539
405-534-434-000	SOLID WASTE CONTRACTOR	452,300	-	452,300
405-534-436-000	OTHER SANITATION SERVICES	2,500	-	2,500
405-534-490-000	ADVERTISING	1,500	-	1,500
405-534-595-000	MANAGEMENT FEES		-	-
Total Appropriations		473,549	-	473,549
Balance		-	-	-

**All Funds
Fiscal Year 2011-12**

Fund #		FY11-12 ADOPTED BUDGET	FY11-12 CHANGE	FY11-12 AMENDED BUDGET
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ESTIMATED REVENUES

001	GENERAL FUND	2,098,850	48,913	2,147,763
101	TRANSPORTATION FUND	358,449	48,913	407,362
305	CAPITAL IMPROVEMENT FUND	1,000,000	-	1,000,000
405	SOLID WASTE FUND	473,549	-	473,549
	Total Estimated Revenue	3,930,848	97,826	4,028,674

APPROPRIATIONS

001	GENERAL FUND	2,098,850	48,913	2,147,763
101	TRANSPORTATION FUND	358,449	48,913	407,362
305	CAPITAL IMPROVEMENT FUND	1,000,000	-	1,000,000
405	SOLID WASTE FUND	473,549	-	473,549
	Total Appropriations	3,930,848	97,826	4,028,674

BALANCE	-	(0)	(0)
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Underwood Management Services Group, LLC

840 N.E. Stokes Terrace
Jensen Beach, Florida 34957
Telephone: 772.233.1511

William F. Underwood, II
Managing Partner
Email: umsg@att.net

MEMORANDUM

TO: FAAC Committee Members

DATE: January 19, 2012

SUBJECT: Approval of new Accounts and Adjustments to Transportation Fund

Following the completion and payment of the contract for the 148th Terrace North Culvert in the amount of \$48,913.19 in December, it is necessary to provide for an appropriation for the expenditure and recognize the revenue from the title insurance company. Although sufficient appropriation exists within the fund total, the Town should recognize this transaction. I recommend an appropriation and the creation of new accounts with respect to this project. Further, the issue of ownership of the new capital project needs to be resolved. As the transaction currently exists, it appears the Town owns the project and would have to reflect it in the FY 12 financial.

We recommend the FAAC provide a recommendation on one of the following:

- Town records culvert and crossing as a Town asset
- Recommend donation of culvert and crossing to Loxahatchee Groves Water Control District
- Recommend donation of culvert and crossing to property owner.

We recommend the creation of accounts in respective funds be created as follows:

Fund/Type		Title	Orig. Bgt.	Change	Revised Bgt
General Fund					
Revenue	001-369-000-000	Other Misc. Income	\$1,000	\$48,913.19	\$49,913.19
Appropriation:	001-519-930-000	Transfer to Transportation Fund	\$0	\$48,913.19	\$48,913.19
Transportation Fund					
Revenue	101-363-990-000	Contribution from General Fund	\$0	\$48,913.19	\$48,913.19
Appropriation	101-541-631-000	Road and Streets (5 cent)	\$113,480	\$925.50	\$112,554.50
Appropriation	101-541-634-000	148th Terr.	\$0	\$49,838.69	\$49,838.69

The following is the total expenditures for this project of the Town during this fiscal year.

101-541-634-000	WBI Contracting	\$48,913.19
101-541-634-000	Erdman Anthony of Florida	\$ 500.00
101-541-634-000	Goren Cherof Doody & Erzol	\$ 425.50
	Total project cost:	\$49,838.69

Sincerely,

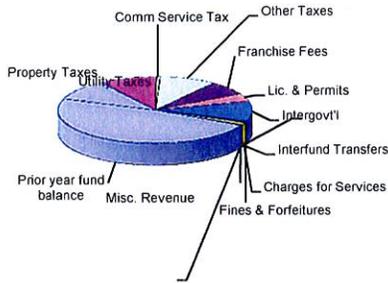


William F. Underwood, II
Managing Partner

Item 4a.1. Financial Activity

Town of Loxahatchee Groves Financial Activity Report as of December 31, 2011 (25% of year elapsed)

General Fund Revenue Budget



General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	210,000	146,967.02	70.0%
Electric Utility Tax	196,000	35,094.29	17.9%
Communications Services	145,392	22,590.68	15.5%
County Occupational License	5,000	4,468.81	89.4%
FPL Franchise Fee	200,000	38,015.57	19.0%
PBC Water Utility Franchise	12,000	691.16	5.8%
Planning & Zoning Permit	20,000	-	0.0%
State Revenue Sharing	78,236	17,995.41	23.0%
Half Cent Sales Tax	207,222	32,158.04	15.5%
General Government Charge	5,000	2,494.28	49.9%
Code Enforcement Fines	5,000	-	0.0%
Interest	4,000	41.79	
Other Misc Income	1,000	-	
Transfer from Fund Balance	1,000,000	-	
Total Revenues	2,088,850	300,517	14.4%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
LEGISLATIVE	11,700	1,521	13.0%
EXECUTIVE	268,125	64,670	24.1%
FINANCIAL AND ADMINISTRATIVE	39,000	1,877.71	4.8%
LEGAL COUNSEL	50,000	8,997.59	18.0%
COMPREHENSIVE PLANNING & ZONING	35,000	217.50	0.6%
OTHER GENERAL GOVERNMENT	1,358,240	5,318.31	0.4%
CODE ENFORCEMENT	48,000	9,078.01	18.9%
Total Other General Government	1,406,240		
LAW ENFORCEMENT	278,785	68,696	24.6%
PUBLIC WORKS	-	100	
Total Expenditures	2,088,850	160,476	0.0%
Excess(deficiency)	-	140,041	

YTD-Total Funds Expen. Budget

Expenditures	Budget	Year-to-Date	%
TotalTownwide Budget	3,920,848	287,417	7.3%

Selected Other Funds

Transportation Fund	Budget	Year-to-Date	%
FIRST LOCAL OPTION FUEL TAX (6 CENT)	244,969	39,553	0.0%
SECOND LOCAL OPTION FUEL (5 CENT)	113,480	18,761	16.5%
CONTRIBUTION FROM GENERAL FUND	-	-	0.0%
Total Revenues	358,449	58,314	16.3%
ROAD AND STREETS (6 CENT)	94,969	-	
ROAD AND STREETS (5 CENT)	113,480	-	
NON-DISTRICT ROADS (6 CENT) MAINT.	150,000	180	
DISTRICT ROADS (6 CENT) MAINT.	-	-	
SPECIAL PROJECTS	-	-	
22nd ROAD DITCH (6)	-	-	
148th TERR BRIDGE(5)/CULVERT	-	49,339	
Total Expenses	358,449	49,519	13.8%
Excess(deficiency)	-	8,795	

Solid Waste Fund	Budget	Year-to-Date	%
SOLID WASTE ASSESSMENTS (1,260 units)	469,640	315,960.91	67.3%
DISCOUNT FEES	(18,785)	2,607.73	-13.9%
SWA RECYCLING INCOME	7,000	2,498.58	35.7%
HAULERS LICENSING FEE	2,000	-	0.0%
CONTRIBUTION FROM GENERAL FUND	13,694.00	-	
Total Revenues	473,549	321,067	67.8%
CONTRACTUAL-WASTE OVERSIGHT	12,000	1,850.00	15.4%
PBC ADMINISTRATION FEE 1%	4,710	-	0.0%
SOLID WASTE CONTRACTOR	539	-	0.0%
OTHER SANITATION SERVICES	452,300	75,272.42	16.6%
FREIGHT & POSTAGE	2,500	300.00	12.0%
LEGAL ADVERTISING	1,500	-	
MANAGEMENT FEES	-	-	
Total Expenses	473,549	77,422	16.3%
Excess(deficiency)	-	243,645	

Capital Improvement Program (CIP) Fund	Budget	Year-to-Date	%
CONTRIBUTION FROM GENERAL FUND	1,000,000	-	
Total Revenues	1,000,000	-	-
LINEAR PARK/GRANT MATCH	100,000	-	
ROAD AND DRAINAGE IMPROVEMENTS	350,000	-	
OGEM PAVING/COST SHARING	450,000	-	
TRAFFIC LIGHT OKEECHOBEE BLVD	100,000	-	
Total Expenses	1,000,000	-	0.0%
Excess(deficiency)	-	-	

Contract Services Expenditures

Expenditures	Budget	Year-to-Date	%
Waste Pro	452,300	75,272.42	16.6%
Palm Beach County Sheriff	274,785	68,696.25	25.0%
Underwood Management Services Group	250,650	62,625.60	25.0%
Goren, Cherof, Doody, Ezrol	50,000	8,997.59	18.0%
Tew & Associates	45,000	4,607.32	10.2%
Land Research Management	10,000	-	0.0%
Calvin Giodorno	-	218	
Frank Schiola	12,000	1,850.00	15.4%
Cost Recovery	-	-	
YEE's Corporation	12,000	2,951.99	24.6%



**TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF DECEMBER 2011**

(25% Elapsed)
**General Fund
Revenues**

Account Number	Account	Month to date	Year to date	Annual budget	Annual variance
001-311-100-000	Ad Valorem Taxes	127,197.78	146,967.02	210,000.00	(63,032.98)
	Ad Valorem Taxes Total	127,197.78	146,967.02	210,000.00	(63,032.98)
001-314-100-000	Electric Utility Tax	16,010.01	35,094.29	196,000.00	(160,905.71)
	Utility Services Taxes Total	16,010.01	35,094.29	196,000.00	(160,905.71)
001-315-100-000	Communications Services	11,192.35	22,590.68	145,392.00	(122,801.32)
	Communication Services Taxes Total	11,192.35	22,590.68	145,392.00	(122,801.32)
001-316-200-000	County Occupational License	-	4,468.81	5,000.00	(531.19)
	Local Business Tax Total	-	4,468.81	5,000.00	(531.19)
001-323-100-000	FPL Franchise Fee	18,183.51	38,015.57	200,000.00	(161,984.43)
001-323-300-000	PBC Water Utility Franchise	433.24	691.16	12,000.00	(11,308.84)
	Franchise Fees Total	18,616.75	38,706.73	212,000.00	(173,293.27)
001-329-100-000	Planning & Zoning Permit	-	-	20,000.00	(20,000.00)
	Other Permits and Fees Total	-	-	20,000.00	(20,000.00)
001-335-120-000	State Revenue Sharing	5,998.47	17,995.41	78,236.00	(60,240.59)
001-335-180-000	Half Cent Sales Tax	16,204.67	32,158.04	207,222.00	(175,063.96)
	State Revenue Sharing Total	22,203.14	50,153.45	285,458.00	(235,304.55)
001-341-000-000	General Government Charge	1,373.18	2,494.28	5,000.00	(2,505.72)
	General Government Fees Total	1,373.18	2,494.28	5,000.00	(2,505.72)
001-354-100-000	Code Enforcement Fines	-	-	5,000.00	(5,000.00)
	Fines - Local Ordinance Violations Total	-	-	5,000.00	(5,000.00)
001-361-100-000	Interest	13.51	41.79	4,000.00	(3,958.21)
	Interest & Other Earnings Total	13.51	41.79	4,000.00	(3,958.21)
001-369-000-000	Other Misc Income	-	-	1,000.00	(1,000.00)
	Other Miscellaneous Revenues Total	-	-	1,000.00	(1,000.00)
001-399-000-000	Transfer from Fund Balance	-	-	1,000,000.00	(1,000,000.00)
	Other Non-operating Sources Total	-	-	1,000,000.00	(1,000,000.00)
	Grand Total Revenue	196,606.72	300,517.05	2,088,850.00	(1,788,332.95)



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF DECEMBER 2011
 (25% Elapsed)

Grand Total Revenue 196,606.72 300,517.05 2,088,850.00 (1,788,332.95)

General Fund
Expenditures

Account Number	Account	Month to date	Year to date	Annual budget	Annual variance	% used
001-511-400-000	Travel	-	-	3,000.00	3,000.00	0.00%
001-511-492-000	Other Operating Expenses	-	-	1,000.00	1,000.00	0.00%
001-511-500-000	Education & Training	-	-	1,000.00	1,000.00	0.00%
001-511-540-000	Books, Publications & Su	-	920.00	4,200.00	3,280.00	21.90%
001-511-820-000	Special Events/Contribution	100.88	600.88	2,500.00	1,899.12	24.00%
	Legislative Total	100.88	1,520.88	11,700.00	10,179.12	
001-512-340-000	Other Services	20,885.20	62,625.60	250,625.00	187,999.40	25.00%
001-512-400-000	Travel	58.96	126.91	500.00	373.09	25.40%
001-512-410-000	Communication Services	476.54	1,164.88	6,000.00	4,835.12	19.40%
001-512-420-000	Postage & Freight	-	44.00	2,000.00	1,956.00	2.20%
001-512-492-000	Other Operating Expenses	74.24	169.26	4,000.00	3,830.74	4.20%
001-512-510-000	Office Supplies	382.71	539.06	2,500.00	1,960.94	21.60%
001-512-521-000	Loxahatchee Groves CERT	-	-	2,000.00	2,000.00	0.00%
001-512-540-000	Books, Publications & Subscriptions	-	-	500.00	500.00	0.00%
	Executive Total	21,877.65	64,669.71	268,125.00	203,455.29	
001-513-320-000	Accounting and Auditing	-	-	18,000.00	18,000.00	0.00%
001-513-470-000	Printing and Binding	1,734.77	1,877.71	5,000.00	3,122.29	37.60%
001-513-490-000	Legal Advertising	-	-	7,000.00	7,000.00	0.00%
001-513-493-000	Election Expense	-	-	9,000.00	9,000.00	0.00%
	Financial & Administrative Total	1,734.77	1,877.71	39,000.00	37,122.29	
001-514-310-000	Professional Services	4,270.09	8,997.59	50,000.00	41,002.41	18.00%
	Legal Total	4,270.09	8,997.59	50,000.00	41,002.41	



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF DECEMBER 2011
 (25% Elapsed)

001-515-310-000	Professional Services	-	-	20,000.00	20,000.00	0.00%
001-515-343-000	Planning & Zoning Contract	217.50	217.50	10,000.00	9,782.50	2.20%
001-515-347-000	Comprehensive Plan	-	-	5,000.00	5,000.00	0.00%
	Comprehensive Planning & Zoning Total	217.50	217.50	35,000.00	34,782.50	
001-519-315-000	Special Magistrate	4,470.69	4,470.69	3,000.00	(1,470.69)	149.00%
001-519-354-000	Code Compliance	2,965.59	4,607.32	45,000.00	40,392.68	10.20%
001-519-410-000	Communications Services	-	-	500.00	500.00	0.00%
001-519-440-000	Rentals and Leases	1,081.09	2,951.99	14,000.00	11,048.01	21.10%
001-519-450-000	Insurance	-	-	9,500.00	9,500.00	0.00%
001-519-460-000	Repair & Maint - Building	1,445.76	1,898.32	250.00	(1,648.32)	759.30%
001-519-470-000	Printing and Binding	-	-	4,000.00	4,000.00	0.00%
001-519-490-000	Computer Repair	-	-	2,000.00	2,000.00	0.00%
001-519-494-000	Inspector General Office	-	468.00	2,172.00	1,704.00	21.60%
001-519-910-000	Transfer to Sanitation Fund	-	-	13,694.00	13,694.00	0.00%
001-519-920-000	Transfer to Capital Project	-	-	1,000,000.00	1,000,000.00	0.00%
001-519-990-000	Contingency	-	-	312,124.00	312,124.00	0.00%
	Other Governmental Services Total	9,963.13	14,396.32	1,406,240.00	1,391,843.68	
001-521-341-000	Professional Services-PB	22,898.75	68,696.25	274,785.00	206,088.75	25.00%
001-521-342-000	Contractual-ADDL PBSO	-	-	4,000.00	4,000.00	0.00%
	Law Enforcement Total	22,898.75	68,696.25	278,785.00	210,088.75	
001-539-340-000	Other Services	-	100.00	-	(100.00)	-
	Public Works Total	-	100.00	-	(100.00)	
	Grand Total Expenditures	61,062.77	160,475.96	2,088,850.00	1,928,374.04	7.70%
	Net Revenue	135,543.95	140,041.09	-	(3,716,706.99)	



**TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF DECEMBER 2011
(25% Elapsed)**

**Transportation Fund
Revenues**

Account Number	Account	Month to date	Year to date	Annual budget	Annual variance	% used
101-312-410-000	1st Local Option Fuel Tax	20,632.79	39,553.18	244,969.00	(205,415.82)	16.20%
101-312-420-000	2nd Local Option Fuel Tax	10,358.42	18,760.90	113,480.00	(94,719.10)	16.50%
Total Revenue		30,991.21	58,314.08	358,449.00	(300,134.92)	16.30%

**Transportation Fund
Expenditures**

Account Number	Account	Month to date	Year to date	Annual budget	Annual variance	% used
101-541-468-000	Non-District Roads (6 ct)	-	-	94,969.00	94,969.00	0.00%
101-541-469-000	District Roads (6 ct) Match	-	180.29	150,000.00	149,819.71	0.10%
101-541-631-000	Road and Streets (5 cent)	-	-	113,480.00	113,480.00	0.00%
101-541-634-000	148th Terr Bridge (5)/Culvert	48,913.19	49,338.69	-	(49,338.69)	-
Total Expenditure		48,913.19	49,518.98	358,449.00	308,930.02	13.80%
Net Revenue		(17,921.98)	8,795.10	-	(609,064.94)	



TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF DECEMBER 2011
 (25% Elapsed)

Capital Improvement Program
Revenues

Account Number	Account	Month to date	Year to date	Annual budget	Annual variance	% used
305-363-990-000	Contributions from General Fund	-	-	1,000,000.00	(1,000,000.00)	0.00%
	Total Revenue	-	-	1,000,000.00	(1,000,000.00)	0.00%

Capital Improvement Program
Expenditures

Account Number	Account	Month to date	Year to date	Annual budget	Annual variance	% used
305-541-341-000	Linear Park/Grant Match	-	-	100,000.00	100,000.00	0.00%
305-541-346-000	OGEM Paving/Cost Sharing	-	-	450,000.00	450,000.00	0.00%
305-541-434-000	Road & Drainage Improvement	-	-	350,000.00	350,000.00	0.00%
305-541-436-000	Traffic Light Okeechobee	-	-	100,000.00	100,000.00	0.00%
	Total Expenditure	-	-	1,000,000.00	1,000,000.00	0.00%
	Net Revenue	-	-	-	(2,000,000.00)	



**TOWN OF LOXAHATCHEE GROVES
BUDGET VS ACTUAL
AS OF DECEMBER 2011
(25% Elapsed)**

**Solid Waste Fund
Revenues**

Account Number	Account	Month to date	Year to date	Annual budget	Annual variance	% used
405-323-125-000	Haulers Licensing Fee	-	-	2,000.00	(2,000.00)	0.00%
	Franchise Fees Total	-	-	2,000.00	(2,000.00)	
405-325-205-000	Solid Waste Assessments	274,596.66	315,960.91	469,640.00	(153,679.09)	67.30%
405-325-206-000	Discount Fees	-	2,607.73	(18,785.00)	21,392.73	-13.90%
	Special Assessments Total	274,596.66	318,568.64	450,855.00	(132,286.36)	
405-343-120-000	SWA Recycling Income	-	2,498.58	7,000.00	(4,501.42)	35.70%
	Service Charges Physical Environment Total	-	2,498.58	7,000.00	(4,501.42)	
405-363-990-000	Contributions from General Fund	-	-	13,694.00	(13,694.00)	0.00%
	Other Non-operating Sources Total	-	-	13,694.00	(13,694.00)	
	Total Revenue	274,596.66	321,067.22	473,549.00	(152,481.78)	67.80%

**Solid Waste Fund
Expenditures**

Account Number	Account	Month to date	Year to date	Annual budget	Annual variance	% used
405-534-345-000	Contractual - Waste Over	925.00	1,850.00	12,000.00	10,150.00	15.40%
405-534-346-000	PBC Administration Fee 1	-	-	4,710.00	4,710.00	0.00%
405-534-420-000	Postage & Freight	-	-	539.00	539.00	0.00%
405-534-434-000	Solid Waste Contractor	37,636.20	75,272.42	452,300.00	377,027.58	16.60%
405-534-436-000	Other Sanitation Service	150.00	300.00	2,500.00	2,200.00	12.00%
405-534-490-000	Legal Advertising	-	-	1,500.00	1,500.00	0.00%
	Total Expenditure	38,711.20	77,422.42	473,549.00	396,126.58	16.40%
	Net Revenue	235,885.46	243,644.80	-	(548,608.36)	

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2012-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2011-011, WHICH ESTABLISHED THE TOWN'S PLANNING AND ZONING BOARD, TO AMEND SECTION 2, SUBSECTION ENTITLED "COMPOSITION AND TERM OF OFFICE" TO PROVIDE THAT ALTERNATE MEMBERS OF THE BOARD MAY PARTICIPATE IN ALL MATTERS COMING BEFORE THE BOARD AT MEETINGS IN WHICH THEY ARE IN ATTENDANCE, BUT MAY VOTE ONLY IN THE ABSENCE OF A REGULAR MEMBER; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves adopted Ordinance 2011-011, which established the Town's Planning and Zoning Board ("Board"); and,

WHEREAS, the Board has requested that alternate members of the Board be permitted to participate in any matter coming before the Board at a meeting at which the Alternate Member attends; and,

WHEREAS, the Town Council finds it is in the best interest of the Town to amend Ordinance 2011-011 to permit alternate members of the Board to participate in all matters that come before the Board at meetings at which they attend, but may vote only in the absence of a regular member of the Board.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: The Town Council of the Town of Loxahatchee Groves hereby amends Ordinance 2011-011, to amend the Section entitled "Composition and term of office," to permit alternate members of the Planning and Zoning Board ("Board") to participate in all matters that come before the Board at meetings at which they attend, but may vote only in the absence of a regular member of the Board, as follows:

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2012-02

Sec. - Composition and term of office.

(1) The Planning and Zoning Board shall be composed of five (5) members, and two (2) alternate members placed in office in accordance with the following procedure:

- (a) Each member of the Town Council, following his or her election or re-election to office, shall nominate a qualified citizen for appointment to the Planning and Zoning Board by the Town Council, to serve a term of three (3) years.
- (b) Two (2) alternative members, designated as Alternate No. 1 and Alternate No. 2, shall be appointed by the Town Council each year to serve one (1) year terms. Alternate members shall may participate in all matters that come before the Board at meetings at which they attend. However, alternate members may only vote and vote as members of the Board, in their designated order, whenever any regular member of the Board is absent.

(2) Members of the Planning and Zoning Board shall be appointed from the residents of the Town who shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as, from professions associated with development including, without limitation, architects, planners, attorneys, engineers, and contractors. Board members shall hold no other Town office or position.

(3) Three (3) members of the Planning and Zoning Board who are in attendance shall constitute a quorum for purpose of convening a meeting and transacting the business at hand.

(4) Vacancies on the Planning and Zoning Board shall be filled by appointment by the Town Council for the unexpired term of the membership vacated. Nomination for such appointment shall be made by the council member who nominated the vacating Board member; except that if an alternate member should vacate his position, any member of the Town Council may nominate a qualified citizen for appointment to such position, which must be approved by the Town Council.

(5) The Town Council shall have the authority to remove any member of the Planning and Zoning Board from his or her office for cause whenever, after due notice of hearing at a regular or special meeting of the Town Council, a majority of the council votes for such removal. Causes for removal shall include absence from five (5) consecutive Board meetings without valid excuse as determined by the Town Council.

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2012-02

(6) Compensation. The members of the Planning Board shall serve without compensation, but shall be reimbursed for any expenses authorized by the Town Council, which may be incurred in the performance of their duties.

(7) Organizational meeting. The initial organizational meeting of the Board shall occur at the first meeting of the Board following the appointment of Board members by the Town Council. Thereafter, the Board meeting in April of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice-chair, who shall be elected for terms of one (1) year by the Board from its membership.

Section 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6: Effective Date. This ordinance shall take effect immediately upon adoption.

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TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2012-02

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3RD DAY OF JANUARY, 2012.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 7TH DAY OF FEBRUARY, 2012.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor David Browning

Janice M. Moore, Town Clerk

Vice Mayor Ryan Liang

APPROVED AS TO LEGAL FORM:

Council Member Tom Goltzené

Michael D. Cirullo, Jr., Town Attorney

Council Member Ronald Jarriel

Council Member Jim Rockett



TOWN OF LOXAHATCHEE GROVES
OFFICE OF THE TOWN MANAGER
AGENDA REPORT

TO: Mayor and Town Council

FROM: Mark A. Kutney, Town Manager, AICP, ICMA-CM

DATE: February 1, 2012

SUBJECT: Manure Dumping Ordinance

I. BACKGROUND/HISTORY

At their January 3, 2012 meeting, the Town Council discussed the Manure Dumping issue relative to a number of equestrian events occurring during the months of January and February in Wellington. Town Management advised that the amount of permit holders had dropped off from 2010, and the Town was receiving numerous complaints. Staff had further advised that the Solid Waste Monitoring Consultant was directed to monitor this activity throughout the town. Town Management also indicated they would further review the matter, and Councilman Rockett advised that he would raise the matter with the Western Communities Council.

II. DISCUSSION

Since the aforementioned meeting Town management has continued to review the situation. The Solid Waste Monitoring Consultant also caught three (3) violators that were dumping without permits, and the haulers were directed to Town Offices for proper permitting. Additionally, Town Management has continued to review and work with Ordinance 2010-03 and in that process, have consulted with the Town Attorney and mutually agreed on several changes to the Ordinance that will enhance the Town's effectiveness in dealing with Manure Dumping.

Ordinance 2012-03 amending and restating Ordinance 2010-03 contains the following significant modifications: 1) Section 3 now requires a property owner to demonstrate that Manure and Horse Bedding that a property receives is the appropriate quantity designed for bona fide agricultural purposes and provides that a permit issued to a property owner is limited to one transporter with a property owner having one permit at a time; 2) Section 4 requires that manure and horse bedding may not be dumped within 100 feet of the property line or 100 feet of any well on the

property; 3) Section 6 tightens up code enforcement whereby each day a violation exists and for each haul where there is no permit constitutes a separate violation of this ordinance; and 4) In Section 8 a. the provision tightens up the requirements for property owner receiving the manure and horse bedding permit in concert with those items in sections 3 and 4 above; and Section 8 b. changes the annual permit fee from \$ 500.00 to \$1000.00 and also charges a double fee of \$ 2000.00 if a hauler transports manure before acquiring the required permit.

In tandem with the proposed amendments above, Town Management is also exploring the concept of utilizing alternate code enforcement methods including citations or a notice to appear (NTA) in County Court which would permit the Town to address violators unwilling to comply with the Ordinance. This would permit the Town to enforce the Ordinance against the haulers of manure.

Staff has discussed the concept with the Town Attorney and Lt. Combs and both agree that these methods may be viable in enforcing the Ordinance. Town Management has also discussed the Ordinance with Lt. Combs and asked him to review with the legal offices in PBSO to ensure that PBSO can provide adequate support to the Town.

Finally, Town Management would recommend that the Town Council authorize the Staff to arrange a joint meeting with Village of Wellington Council this summer to coordinate for the 2013 season of equestrian activity and obtain the Wellington's cooperation regarding this matter.

III. FISCAL IMPACT

The proposed amendments in question should help the Town recover costs associated with the administration of the manure dumping program especially relative to those situations when code enforcement activity is necessary to achieve compliance. Town Management cannot envision any negative aspects of the proposal.

IV. ATTACHMENTS

Ordinance 2012-03 – Manure Dumping

V. RECOMMENDATION

In accordance with the above, Town Management recommends that Town Council adopt Ordinance 2012-03 on first reading with modifications incorporated, support the Staff efforts with the alternate code enforcement methods and authorize the Town Manager to move forward later in the year and arrange a joint meeting with the Wellington Village Council.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2012-03

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING AND RESTATING ORDINANCE 2010-003, RELATING TO DUMPING OF MANURE AND HORSE BEDDING WITHIN THE TOWN; AMENDING THE PERMIT APPLICATION REQUIREMENTS FOR PROPERTY OWNERS AND HAULERS; ADDING PROVISIONS ON THE LOCATION OF DUMPING ON PROPERTY; INCREASING THE TRANSPORTER PERMIT FEE AND PROVIDING FOR AN INCREASED FEE IN THE EVENT A TRANSPORTER VIOLATES THIS ORDINANCE PRIOR TO APPLYING FOR A PERMIT; PROVIDING THAT EXCEPT AS AMENDED HEREIN, ORDINANCE 2010-003 IS RESTATED AND IN FORCE AND EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 6, 2010, the Town Council of the Town of Loxahatchee Groves adopted Ordinance 2020-003, to provide requirements for permits by landowners and transporters of manure and horse bedding in the Town; and,

WHEREAS, the Town Council believes that Ordinance 2010-003 should be amended to provide for additional items relating to permit requirements and fees; and,

WHEREAS, except as amended herein, Ordinance 2010-003 shall remain in full force and effect in the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof. Ordinance 2020-003 is amended as set forth herein.

Section 2. It shall be prohibited for a property owner to permit the depositing of Manure and Horse Bedding onto real property within the Town except when the Manure and

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2012-03

Horse Bedding is being used by the property owner for bona fide agricultural purposes in appropriately limited quantities after obtaining a permit from the Town.

Section 3. It shall be prohibited for any person to deposit Manure and Horse Bedding on any property within the Town, regardless of the consent of the property owner, unless such person, and the property owner, has obtained a permit from the Town confirming that the Manure and Horse Bedding is to be used for bona fide agricultural purposes; and, in no case may the amount of Manure and Horse Bedding deposited exceed the amount set forth in the permit issued to the Property Owner by the Town. The property owner shall provide sufficient information to demonstrate that the Manure and Horse Bedding to which the application applies is the appropriate quantity for the designated specific bona fide agricultural purposes. The determination of the appropriate quantity of Manure and Horse Bedding for use for bona fide agricultural purposes shall be based upon uses and custom associated with the specific agricultural use on the property, which may include recognized formulas of government agencies or published studies. A permit issued to a property owner pursuant this Ordinance is limited to one transporter, and a property owner may have only one permit at a time.

Section 4. Notwithstanding the issuance of a permit, the depositing of manure and horse bedding shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m. on Mondays through Saturdays, Fridays and prohibited at all times on Saturdays and Sundays. Manure and Horse Bedding may not be dumped within one hundred (100) feet of the property line or within one hundred (100) feet of any well on the property.

Section 5. The Town Council hereby finds that a violation of this ordinance presents a public nuisance for purposes of enforcement of Section 403.413, Florida Statutes, and law

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2012-03

enforcement officers charged with the enforcement of state and local laws within the Town shall strictly enforce Section 403.413, Florida Statutes.

Section 6. The Town Administration is authorized to use the Town's Code Enforcement process to enforce violations of this ordinance where a law enforcement officer has not otherwise issued violations of Section 403.413, Florida Statutes. In such instances, the fine shall be \$250 for the initial violation and \$500 for each subsequent violation, with each load or each day being a separate violation. Each day a violation remains, and each haul for which there is no permit, constitutes a separate violation of this ordinance.

Section 7. Upon the issuance of a violation notice under Section 403.413, Florida Statutes, or this ordinance, any permits issued by the Town shall be suspended and all Manure and Horse Bedding deposit activity stopped until such time as a hearing is conducted or the fines paid. Should a person violate this ordinance on more than one (1) occasion during a calendar year, that person shall not be granted a permit from the Town for a period of one (1) calendar year from the date of the last violation.

Section 8. Permits shall be obtained by both property owners and transporters from the Town.

a. Property Owners shall obtain a permit from the Town for each use of manure or horse bedding, regardless of the number of loads, during which time the Property Owner shall: (1) advise in writing the volume being used under the permit; (2) and the transporter for the material, (3) and will identify the bona fide agricultural use, the quantity of manure and horse bedding being deposited on the property, and certify that the manure or horse bedding is being used for bona fide agricultural purposes and that the quantity is no more than appropriate for the

TOWN OF LOXAHATCHEE GROVES

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identified bona fide agricultural use; (4) confirm through a property site drawing or layout that the manure and horse bedding will not be dumped within one hundred (100) feet of the property line or within one hundred (100) feet of any well on the property; and (5) certifying that the property owner hasy have verified that the transporter for the materials has a permit from the Town. One of the conditions on the issuance of a permit to a property owner is that it shall provide consent for a Town representative to inspect the property solely for purposes of ensuring compliance with the terms of the permit. There shall be no charge for a Property Owner Permit.

b. Transporters shall obtain an annual permit from the Town for the deposit of Manure and Horse Bedding within the Town. In obtaining the permit, the transporter will acknowledge that it is aware of the Town's regulations relating to the deposit of manure and horse bedding, and that it will confirm upon receipt of a request for materials from a property owner within the Town that the purpose for such manure and horse bedding is for bona fide agricultural purposes, and that the property owner has obtained the necessary permit from the Town. All permits for transporters shall expire each September 30 regardless of the date of issuance. Transporters are responsible for the timely renewal of its annual permit. The annual permit fee shall be \$~~1000~~500.00. A transporter who applies for an application subsequent to transporting manure into the Town shall be charged a fee of \$2000.00.; The application fees set forth herein which may be adjusted by the Town Council by resolution.

Section 9. As used in this ordinance "bona fide agricultural purposes" means farming, pasture, grove, or forestry operations, including horticulture, floriculture, viticulture, dairy, livestock, poultry, bee and aquaculture, consistent with Section 823.14, Florida Statutes (Right to Farm) and Section 570.02, Florida Statutes (Agriculture).

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2012-03

Section 10. **Effect on Ordinance 2010-003.** Except as amended herein, Ordinance 2010-003 remains in full force and effect.

Section 11. **Repeal of Laws in Conflict.** All Ordinances or part of Ordinances in conflict herewith are in the same are hereby repealed to the extent of such conflict.

Section 12. **Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 13. **Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 14. **Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____, 2012.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____, 2012.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor David Browning

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2012-03

TOWN CLERK

Vice Mayor Ryan Liang

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member

MDC:aw

H:\2007\070240.LOX\ORD 2010\2010-003 (Manure and Horse Bedding dumping).doc



TOWN OF LOXAHATCHEE GROVES
OFFICE OF THE TOWN MANAGER
AGENDA REPORT

TO: Mayor and Town Council

FROM: Mark A. Kutney, Town Manager, AICP, ICMA-CM

DATE: February 1, 2012

SUBJECT: Charter Review Committee

I. BACKGROUND/HISTORY

Section 9. General Provisions of the Town Charter address the issue of a Charter Review Committee. More specifically, Subsection (6) (a) states: “At its first regular meeting in March 2012, and every 10th year thereafter, the Town Council may appoint a charter review committee consisting of 15 individuals who are not members of the town council to serve in an advisory capacity to the Town Council.” Further, Subsection (6) (b) indicates: “Each council member shall recommend and nominate three individuals to serve on the committee as regular members, which appointments shall be approved by a majority vote of the town council.” This provision also indicates that the individuals shall be residents of the Town.

II. DISCUSSION

In addition to the above, Subsection (6) contains five (5) additional subsections regarding the conduct and operation of the charter review committee (hereafter committee) and said subsections are attached to this report. In summary, these provisions include: the Committee appointing its own chair/vice-chair and adopting its own rules and procedures; if appointed, the committee shall commence its proceedings within 30 days of appointment; the public shall be given the opportunity to speak and participate at committee meetings; committee recommendations shall be forwarded to Town Council in ordinance form no later than the 1st day of March of the year following the appointment of the committee; and the town council shall consider such committee recommendations at the regular meetings in November and December of the year following the committee appointment.

The Town Council should be aware that the charter may be amended without convening a committee. Generally, amendments may be proposed by the Town Council through an Ordinance

or by registered voters through a petition. However, Charter Amendments must be approved by the Town's electors in a referendum. The aforementioned amendment alternatives are outlined in Subsections (7) and (8) of the current Town Charter and are also attached.

A factor in consideration of appointing this committee is the length of time necessary in completing the charter amendment process. The committee is required to provide recommendations to Town Council by March 1, 2013, but according to the charter, Town Council does not consider these amendments until the first meetings in November /December of 2013. Therefore, under this process, charter amendments will take roughly two years to complete.

Town Management believes that the charter needs to be amended. The Charter was created by House Bill No.951 which created the Town of Loxahatchee Groves. At a minimum, the following subjects should be reviewed for appropriateness in a charter: Powers of the Town; Town Council; Town Manager; Administrative Departments; Financial Procedures; Planning; Nominations and Elections; Initiative and Referendum; General Provisions; and Transitional Provisions.

III. FISCAL IMPACT

The biggest factor that Town Council should consider is the cost factor. In essence, the committee is given a year to provide its recommendations to the Town Council. At a minimum, each committee meeting will require the services of the Town Attorney, Town Manager and Town Clerk. Dependent upon the frequency of meetings held by the committee, this could range between twelve (12) and thirty (30) meetings. Another consideration would be the workload generated upon the Town Attorney and Town Staff as a result of these meetings. A third consideration is the size of the committee. The current charter requires 15 members to be appointed which is an unusually large group and serves to increase copying and related charges to administrate and conduct the activities of such a committee. Should the Town Council desire, Town Management will attempt to compile the cost of such an endeavor.

IV. ATTACHMENTS

Charter pages 20-21 regarding the Charter Review Committee

V. RECOMMENDATION

Due to the factors discussed above, Town Management recommends that Town Council **exercise the option to not appoint a committee** and pursue charter amendments by other prescribed alternatives in the Town Charter and Florida Statutes

(2) TOWN PERSONNEL SYSTEM.—All new employments, appointments, and promotions of town officers and employees shall be made pursuant to personnel procedures to be established by the town manager from time to time.

(3) CHARITABLE CONTRIBUTIONS.—The town shall not make any charitable contribution to any person or entity unless authorized by the council.

(4) VARIATION OF PRONOUNS.—All pronouns and any variations thereof used in this charter shall be deemed to refer to masculine, feminine, neutral, singular, or plural as the identity of the person or persons shall require and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this charter.

(5) CALENDAR DAY.—For the purpose of this charter, a day shall mean a calendar day.

(6) CHARTER REVIEW COMMITTEE.—

(a) At its first regular meeting in March 2012, and every 10th year thereafter, the town council may appoint a charter review committee consisting of 15 individuals who are not members of the town council to serve in an advisory capacity to the town council.

(b) Each council member shall recommend and nominate three individuals to serve on the committee as regular members, which appointments shall be approved by a majority vote of the town council. Individuals appointed to the charter review committee shall be citizens of the town.

(c) The charter review committee shall appoint its own chair and vice chair and adopt its own rules and procedures.

(d) The town clerk and the town attorney shall advise the town council in advance of the date when such appointments may be made.

(e) If appointed, the charter review committee shall commence its proceedings within 30 days after the committee is appointed by the town council. The committee shall review the charter and provide input to the town council to modernize and improve the charter. The public shall be given an opportunity to speak and participate at charter review committee meetings in accordance with the rules of the charter review committee.

(f) All recommendations by the charter review committee shall be forwarded to the town council in ordinance form for consideration no later than the 1st day of March of the year following the appointment of the charter review committee, and in sufficient time for any recommendations to be considered by the town council as provided herein.

(g) The town council shall consider the recommendations of the charter review committee at the regular meeting in November and the regular meeting in December of the year following appointment of the charter review committee.

(7) CHARTER AMENDMENTS.—This charter may be amended in accordance with the provisions for charter amendments as specified in general law or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.

(8) INITIATION BY PETITION.—The electors of the town may propose amendments to this charter by petition to be submitted to the council to be placed before the electors, as provided by general law.

(9) STANDARDS OF CONDUCT.—All elected officials and employees of the town shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the town council shall, no later than 6 months from the effective date of incorporation, establish by ordinance a code of ethics for officials and employees of the town which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law. The intent of this subsection is to require more stringent standards than those provided under general law.

(10) LAND USE, REZONING.—Any change to the town's future land use map, or any change to the zoning designation for any parcel within the town shall require the affirmative vote of no fewer than four members of the town council.

Section 10. Transition schedule.—

(1) REFERENDUM.—The Palm Beach County Commission shall hold the referendum election called for by this act on October 10, 2006, at which time the following question shall be placed upon the ballot:

"Shall the creation of the Town of Loxahatchee Groves and its charter be approved?"

Yes

No

(2) INITIAL ELECTION OF COUNCIL MEMBERS: DATES.—

(a) Following the adoption of this charter, the Palm Beach County Commission shall call a special election for the election of the five town council members to be held on March 13, 2007. Candidates for the election shall qualify for seat 1, seat 2, seat 3, seat 4, and seat 5. The candidate receiving the highest number of votes for that seat shall be elected. If more than one candidate for a designated council member seat receives an equal and highest number of votes, then the candidates receiving the highest votes in the general election shall run again in the runoff election which shall be held on March 27, 2007.

(b) Any individual who wishes to run for one of the five initial seats on the council shall qualify as a candidate with the Palm Beach County Supervisor of Elections in accordance with the provisions of this charter and general law.



TOWN OF LOXAHATCHEE GROVES
OFFICE OF THE TOWN MANAGER
AGENDA REPORT

Item 9b.
Calvin, Giordano
Contract

TO: Mayor and Town Council

FROM: Mark A. Kutney, Town Manager, AICP, ICMA-CM

DATE: February 2, 2012

SUBJECT: Acquisition of General Engineering Services - Status of Calvin Giordano Contract

I. BACKGROUND/HISTORY

At the January 17, 2012 Town Council Special Meeting, Town Council provided Town Management Staff with the authorization to prepare an RFQ for the acquisition of general engineering services. At question was the status of an existing contract in place with Calvin, Giordano & Associates, Inc. The only contract that Town Staff could find was a January 3, 2008 proposal that was never executed by the Town and the Agreement, contained in the Town files, was not executed by the Town or the consultant. The Town Attorney attempted to contact officers at Calvin to obtain their viewpoint relative to the status of the existing contract, but was unsuccessful. I have also followed up that effort with an email, and I am waiting for a response from the consultant.

II. DISCUSSION

The agreement in question is formally titled **Agreement between the Town of Loxahatchee Groves and Calvin Giordano & Associates, Inc. for Plat Review and Engineering Services**, and the agreement contained a term of one (1) year from January 23, 2008 the date deemed to having commenced the contract. The agreement provided for the extension of additional time upon the execution of a written amendment to the agreement of equal dignity. Town Management Staff could find no evidence of any amendments processed in support of additional time. Town Management and the Town Attorney will need to continue investigating the status of this agreement. Town Management Staff believes it would be a prudent course of action to utilize the services of Calvin Giordano until the RFQ for Engineering Services is completed and a new agreement is entered into with the selected entity.

III. FISCAL IMPACT

No significant impact at this time.

IV. ATTACHMENTS

Agreement between the Town of Loxahatchee Groves and Calvin Giordano & Associates, Inc. for Plat Review and Engineering Services

Calvin, Giordano & Associates, Inc. Proposal No 08-1564

February 2, 2012 email transmission from Mark A. Kutney to Shelley Eichner

V. RECOMMENDATION

Town Management recommends that the Town continue to utilize the services of Calvin Giordano & Associates until the RFQ process is completed and the Town selects new a new vendor(s) to provide general engineering services for the Town.

Mark Kutney

From: Mark Kutney
Sent: Thursday, February 02, 2012 10:54 AM
To: EichnerS@calvin-giordano.com
Cc: 'umsg@att.net'
Subject: Agreement Between CGA and Town of Loxahatchee Groves

Hello Shelley:

I hope this email finds you doing well. I would appreciate your help with the referenced matter. The referenced Agreement was based upon CGA Proposal No. 08-1564 and the formal name of the agreement is **Agreement Between the Town of Loxahatchee Groves and Calvin Giordano & Associates, Inc., for Plat Review and Engineering Services**. My issue is that I do not have an executed copy of the agreement in my files. The agreement appears to be adopted sometime in late December 2007 or January 2008. It also had a one (1) year term with the ability to extend for an additional period of time subject to the execution of a written amendment of equal dignity. I have no record of any written amendments relative to this agreement. If you have any executed copies, could you please send me a copy of what you have. I am also interested in your opinion of where we currently are with respect to the validity of this contract. Thank you for your attention to this matter.

Best regards,
Mark

Mark A. Kutney, AICP, ICMA-CM
Town Manager



TOWN OF LOXAHATCHEE GROVES
14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470
(561) 793-2418: Phone
(561) 793-2420: Fax
www.loxahatcheegroves.org

Note: Please direct all future correspondence to mkutney@loxahatcheegrovesfl.gov

19. Approval of Contract with Calvin-Giordano for Engineering & Platting Services

Town Clerk Lippman said he was looking for authorization for the Town Attorney.

Councilman Lipp MOTIONED to authorize Town Staff to approve the contract with Calvin-Giordano for Engineering & Platting Services, SECONDED by Councilman Autrey and the MOTION passed unanimously 5-0.

22. Scheduling Special Meeting for Comprehensive Planning Firm Interviews Items at the Request of the Public

Town Clerk Lippman said he recommended we have an extra meeting dedicated only to this process. He said there were two dates to choose from 1) February 7, 2008-Thursdays and 2) February 12, 2008-Tuesday. He said it would be easier for Town Staff to go with the first date of February 7, 2008-Thursdays.

Councilman Lipp noted he could not make it if it was on February 12, 2008-Tuesday.

Councilman Lipp MOTIONED to schedule a separate meeting for Comprehensive Planning Firm Interviews on Thursday, February 7, 2008 at 7PM, SECONDED by Councilman Louda and the MOTION passed unanimously 5-0.

23. Public Comments

Scott Maxwell, Lake Worth spoke about illegal immigration and said if we allow communities to put day laborer centers in it makes it difficult for those of us who are passionate about this issue. He said there are things we could do to help you if you have problems with crime. He said he didn't know how far the Town had gone with this issue but it seemed to him that there has not been much discussion on this. He said this issue had put the Town on the radar screen and unfortunately not for good things.

Brett Ashely, 1686 D Rd Loxahatchee Groves said he was a past resident and business owner in the Groves and wanted to address his concern for Article 4 of the ULDC that does not address certain items. There is not an inclusion or exclusion for irrigation trucks to be parked at landscaping companies.

Mayor Browning said that sprinklers go more with landscaped contractors and that is not a permitted use in the Groves.

TOWN OF LOXAHATCHEE GROVES

AGENDA MEMO

- Subject Matter:** Contract for Engineering and Platting Services for the Town
- Background:** In November, 2007, the Town entered into an Inter-local Agreement with Palm Beach County Land Development Division. The services that are not covered under the agreement include final review and certification of plats. These are the services the Town needs to contract out on an "as-needed" basis. Town Staff is recommending that there is direction provided to Town Attorney to draft a more comprehensive cost recovery ordinance. This would allow for the Town to recoup all expenses incurred under this agreement as well as the agreement with Land Research Management (Kevin McGinnley). Until such an ordinance is passed, Town Staff will communicate to all applicants that there will be a fee for the services provided.
- Backup Material:** Contract to provide Engineering and Platting Services with Calvin-Giordano and Associates.
- Action:** Motion to approve contract with Calvin-Giordano for Engineering and Platting Services

**AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES
AND CALVIN, GIORDANO & ASSOCIATES, INC., FOR
PLAT REVIEW AND ENGINEERING SERVICES**

This is a Professional Services Agreement, made and entered this _____ day of _____, 2007, by and between: CALVIN, GIORDANO & ASSOCIATES, INC., a for profit corporation existing under the laws of the state of Florida, hereinafter referred to as "CGA,"

AND

TOWN OF LOXAHATCHEE GROVES, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "TOWN".

WITNESSETH:

WHEREAS, Calvin, Giordano & Associates, Inc. ("CGA") maintains a staff that provides professional planning services; and

WHEREAS, the Town of Loxahatchee Groves, Florida ("TOWN") is desirous of procuring services from CGA for the provision of professional plat review and engineering services; and

WHEREAS, CGA has stated that they have staff currently employed and available and who are certified to perform such services; and

WHEREAS, CGA agrees to commit the necessary personnel to perform professional planning services at the corresponding rates as directed, to the Town of Loxahatchee Groves for a time period to be specified by the Town; and

WHEREAS, CGA is willing to provide said services to the Town pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CGA and the TOWN agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon execution hereof.
- 1.2. The TOWN agrees to engage CGA to perform the Services as described in **Exhibit "A"**, which is attached hereto and incorporated herein by reference.

- 1.3. CGA shall perform the above Services as described in **Exhibit "A"**, which is attached hereto, through its designated representatives, employees, or agents as may be designated by CGA.
- 1.4. CGA may provide additional services not included on **Exhibit "A"** to TOWN upon the execution of a written Amendment to this Agreement, as provided in Section 9.9.
- 1.5. In connection with professional services to be rendered pursuant to this Agreement, CGA further agrees to:
 - 1.6.1 Maintain an adequate staff of qualified personnel at all times to ensure its performance of its obligations pursuant to the terms of this Agreement.
 - 1.6.2 Comply within all Federal, State and Local laws or ordinances applicable to the performance of its obligations pursuant to the terms of this Agreement.
 - 1.6.3 Cooperate fully with the TOWN in the scheduling and coordination of all services performed pursuant to the terms of this Agreement.
 - 1.6.4 Confer with the TOWN staff at any time during the term of this Agreement in order to address issues of performance.

ARTICLE 2 – CONFLICT OF INTEREST

CGA agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company or others doing construction work within the corporate limits of the Town of Loxahatchee Groves which might be construed as a conflict of interest with CGA's work for TOWN. The Town Manager, or his authorized representative, shall make the determination, in his or her sole discretion, of what is deemed a conflict.

ARTICLE 3 - COMPENSATION

The parties agree that CGA shall be compensated as follows:

- 3.1 CGA shall provide the Engineering Services set forth in **Exhibit "A"**, which is attached hereto and incorporated herein by reference, at the rates as provided in the schedule of fees is included in **Exhibit "A"**.

It is acknowledged and agreed by CGA that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to compensate CGA for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CGA's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

3.1.2 CGA shall invoice TOWN OF LOXAHATCHEE GROVES on a monthly basis for actual Services provided to TOWN OF LOXAHATCHEE GROVES by CGA during the preceding month. TOWN OF LOXAHATCHEE GROVES shall pay CGA monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Manager, or his authorized representative, for failure of CGA to comply with a term, condition or requirement of this Agreement.

3.1.3 CGA will prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources.

- 3.2 CGA agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CGA receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by TOWN, or its authorized representatives.
- 3.3 CGA and its consultants will be reimbursed for deliveries, federal express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by TOWN, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the TOWN at a multiplier of 1.25.

ARTICLE 4 - TERM OF AGREEMENT

- 4.1 This Agreement shall be deemed to have commenced on January 23, 2008, and shall continue for one (1) year. This Agreement may be extended for additional time upon the execution of a written amendment to this Agreement, of equal dignity herewith.
- 4.2 This Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by CGA or TOWN is provided pursuant to the notices provision of this Agreement.

ARTICLE 5 - INDEMNIFICATION

CGA shall, at all times hereafter, indemnify and hold harmless TOWN, its agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorney fees) arising out of negligent act, error or omission of CGA, its agents, servants or employees in the performance of services under this Agreement. Nothing in this Agreement shall be construed to affect in any way TOWN'S rights, privileges and immunities as set forth in Florida Statutes 768.28

ARTICLE 6 - INSURANCE

- 6.1 CGA shall provide and maintain in force at all times during the Agreement with TOWN, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance as will assure to TOWN OF LOXAHATCHEE GROVES the protection contained in the foregoing indemnification undertaken by CGA.
- 6.2 Workers' Compensation Statutory limits with \$100,000 Employers Liability.
- 6.3 Commercial General Liability Insurance with limits of no less than \$250,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners and contractors protective liability and personal injury liability.
- 6.4 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$300,000.00 per occurrence.
- 6.5 Professional Liability Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure TOWN the indemnification specified in Article 5.
- 6.6 A Certificate of Insurance acceptable to TOWN shall be provided listing the above coverages and providing 30 days prior written notice to the Town of Loxahatchee Groves in the case of cancellation. The Town of Loxahatchee Groves shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation/Employees Liability Policy.

ARTICLE 7 – TERMINATION

- 7.1 The Town reserves the right to terminate this Agreement for convenience upon providing seven (7) days written notice to CSA. In the event this Agreement is terminated for convenience, CGA shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, CGA shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CGA acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CGA, is given as specific consideration to CGA for TOWN'S right to terminate this Agreement for convenience.
- 7.2 Notice of termination shall be provided in accordance with the Notices section of this Agreement, except that notice of termination by Town Manager which Town Manger deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the Notices section of this Agreement.

7.3 In no event shall TOWN be liable to CGA for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

ARTICLE 8 - NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified or registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

TO CGA:

Shelley Eichner Vice President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7781
Facsimile: (954) 921-8807

TO TOWN OF LOXAHATCHEE GROVES:

Dr. Irv Rosenbaum, Town Manager
Town of Loxahatchee Groves
14579 Southern Blvd, Suite #2
Loxahatchee Groves, Florida 33470
Telephone: (561) 793-2418
Facsimile: (561) 793-2420

With Copy to:

David N. Tolces, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 333080
Telephone No. (561) 276-9400
Facsimile No. (954) 771-4923

ARTICLE 9 - MISCELLANEOUS PROVISIONS

- 9.1 **ASSIGNMENT:** CGA shall have the right to assign this Agreement.
- 9.2 **OWNERSHIP OF DOCUMENTS.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with

this Agreement are and shall remain the property of TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CGA, whether finished or unfinished shall become the property of TOWN and shall be delivered by CGA to the Town Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CGA shall be withheld until all documents are received as provided herein.

- 9.3 **AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.** TOWN shall have the right to audit the books, records and accounts of CGA that are related to this Agreement. CGA shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CGA shall preserve and make available, at reasonable times for examination and audit by the TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CGA is notified in writing by the TOWN of the need to extend the retention period. Such retention of such records and documents shall be at CGA's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to CGA's records, CGA shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CGA. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, CGA shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, CGA shall provide a complete copy of all working papers to TOWN, prior to final payment, in accordance with this Agreement and the Schedule for CGA's services.

- 9.4 **POLICY OF NON DISCRIMINATION.** CGA shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CGA shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 9.4 **DRUG-FREE WORKPLACE.** CGA shall maintain a drug free workplace.

- 9.5 WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 9.6 SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 9.7 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 9.8 INDEPENDENT CONTRACTOR: CGA is an independent contractor under this Agreement. Services provided by CGA pursuant to this Agreement shall be subject to the supervision of CGA. In providing such services, neither CGA nor its agents shall act as officers, employees, or agents of the TOWN. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 9.9 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments extending the term of this Agreement pursuant to Section 4.1 or adding or deleting services to the Scope of Services under Section 1 may be approved by the President of CGA and the Town Manager of the TOWN.
- 9.10 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 9.11 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

BY: _____
David Browning, Mayor

Matthew Lippman, Interim Town Clerk

APPROVED AS TO FORM:

David N. Tolces, Town Attorney

**CALVIN, GIORDANO & ASSOCIATES,
INC.**

BY: _____
Shelley Eichner, AICP
Vice President

BY: _____
_____, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ of Calvin, Giordano & Associates, Inc. who is personally known to me or has produced _____ as identification, and acknowledged execution of the foregoing Agreement as the proper official of Calvin, Giordano & Associates, Inc. of for the use and purposes mentioned in it and that the instrument is the act and deed of the Corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2007.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

PROFESSIONAL ENGINEERING SERVICES

A. Civil Engineering

1. Provide Engineering Review of proposed plats for compliance with Town of Loxahatchee Groves standards and requirements. As a part of the review process, the proposed plat will be compared to the engineering drawings and approved site plan for consistency. The approved plats shall be signed and sealed by a Professional Engineer licensed in the State of Florida.
2. The initial plat reviews shall be performed by an Engineer (II) and the final review and signoff shall be by a Director of Engineering (V).

PROFESSIONAL SURVEYING SERVICES

- A. Calvin, Giordano & Associates, Inc. shall review proposed plats for compliance with Chapter 177, Florida Statutes and Article 11, Chapter D Platting, of the Palm Beach Unified Land Development Code– Ordinance 2003-067, as amended, the Town of Loxahatchee Groves standards and requirements, as well as perform a "PRM inspection" to insure that boundary monumentation has been set in accordance with Florida Statutes. As a part of the review process, the proposed plat will be compared to the engineering drawings and approved site plan for consistency and to ensure all utilities lie within easements.
- B. All surveying services will be provided by a Senior Registered Surveyor.

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have

control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.

- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

1. Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
2. Calculations for needed fire flow for site demands, based on building type use and size, if required.
3. Calculations of off-site flood stages.
4. Construction quality control inspections.
5. Off-site engineering and negotiations for off-site assessments, if required (other than as specified in the Scope of Services).
6. Permit application or negotiation with permitting authorities other than those specifically listed herein.
7. Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
8. Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
9. Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
10. Professional services required, due to changes in site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
11. Re-review of rejected shop drawings.
12. Review and approval of Contractor pay requests.
13. Review of Data supplied by the Client (i.e., GIS data sets, databases, Aerial images, etc.) required for integration into this project.
14. Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
15. Special shop drawings annotation and modification to expedite shop drawing approval process.

16. Updated boundary survey, site evaluation or closing assistance work, unless specified above.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, meetings will be billed according to the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawing and specification, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

TERMS OF THE AGREEMENT

1. In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to the receipt notice of termination, together with Reimbursable Expenses then due.

2. Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for startup costs when work resumes.

3. The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide for complete professional services as outlined in this contract.

PROPOSED SCHEDULE OF FEES		
I	Professional Engineering Services	
	Professional Civil Engineering West Palm Beach Services	Hourly
	Professional Surveying West Palm Beach Services	Hourly
III	Meetings not included in I thru II	Hourly
TOTAL Hourly (Plus Hourly Services)		Hourly

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly rate fee as shown in the proposed Schedule of Fees:



January 3, 2008

Mr. Irv Rosenbaum
Town Manager
Town of Loxahatchee Groves
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470

RE: Loxahatchee Groves - Plat Review & Engineering Services
CGA Proposal No. 08-1564

Dear Mr. Rosenbaum,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Loxahatchee Groves.

I. Professional Engineering Services

A. Civil Engineering

1. Provide Engineering Review of proposed plats for compliance with Town of Loxahatchee Groves standards and requirements. As a part of the review process, the proposed plat will be compared to the engineering drawings and approved site plan for consistency. The approved plats shall be signed and sealed by a Professional Engineer licensed in the State of Florida.
2. The initial plat reviews shall be performed by an Engineer (II) and the final review and signoff shall be by a Director of Engineering (V).

II. Professional Surveying Services

Engineering
Construction Engineering
& Inspection
Municipal Engineering
Transportation Planning
& Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture
& Environmental Services
Construction Services
Indoor Air Quality
Data Technologies
& Development
Emergency Management
Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

- A. Calvin, Giordano & Associates, Inc. shall review proposed plats for compliance with Chapter 177, Florida Statutes and Article 11, Chapter D Platting, of the Palm Beach Unified Land Development Code - Ordinance 2003-067, as amended, the Town of Loxahatchee Groves standards and requirements, as well as perform a "PRM inspection" to insure that boundary monumentation has been set in accordance with Florida Statutes. As a part of the review process, the proposed plat will be compared to the engineering drawings and approved site plan for consistency and to ensure all utilities lie within easements.
- B. All surveying services will be provided by a Senior Registered Surveyor.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.

- Review of Data supplied by the Client (i.e. GIS data sets, databases, Aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES	
Professional Engineering Services	
Professional Civil Engineering West Palm Beach Services	Hourly
Professional Surveying West Palm Beach Services	Hourly
III Meetings not included in I thru II	Hourly
TOTAL Hourly (Plus Hourly Services)	Hourly

TERMS OF THE AGREEMENT

- All aspects of GIS data development created by Calvin, Giordano & Associates, Inc. will be property of the CLIENT and will given to the CLIENT at time of project completion.
- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of Calvin, Giordano & Associates, Inc.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.

- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc. pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.

- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Shelley Eichner". The signature is written in black ink and has a long, sweeping horizontal line extending to the right.

Shelley Eichner, AICP
Vice President

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Eichner Date: 1/3/08
Name: Shelley Eichner, AICP
Title: Vice President

By: _____ Date: _____
Name: Mr. Irv Rosenbaum
Title: Town Manager



PROFESSIONAL FEE SCHEDULE

Principal	200.00	Executive Assistant	70.00
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ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
 Construction Engineering & Inspection
 Municipal Engineering
 Transportation Planning & Traffic Engineering
 Surveying & Mapping
 Planning
 Landscape Architecture & Environmental Services
 Construction Services
 Indoor Air Quality
 Data Technologies & Development
 Emergency Management Services
 Building Code Services

1800 Eller Drive, Suite 600
 Fort-Lauderdale, FL 33316
 Phone: 954.921.7781
 Fax: 954.921.8807

www.calvin-giordano.com

Item 9c.
Recreational Trails
Program Grant



TOWN OF LOXAHATCHEE GROVES
OFFICE OF THE TOWN MANAGER
AGENDA REPORT

TO: Mayor and Town Council

FROM: Mark A. Kutney, Town Manager, AICP, ICMA-CM

DATE: February 2, 2012

SUBJECT: Recreational Trails Program Grant- Florida DEP Office of Greenways and Trails

I. BACKGROUND/HISTORY

The Town Council has articulated a vision of continuing the protection of its natural environment and preserving those features that make it a distinctive place to live, work and play. Town Management Staff believes the Town should consider moving forward with Phase I of the planning and design of the Public Trailways and Greenways within Loxahatchee Groves. An emphasis of this grant is water conservation & restoration ecosystem planning per the grant submittal. The visioning of the Strategic Vision and Plan also recognized the value residents place on engaging in outdoor recreation and having “linked Greenways and Trailways,” while protecting the overall environment. In order to preserve and enhance the natural environment that maintains a tree canopy, natural water conservation and other natural ecosystems that other communities have lost, the Town should ensure that the intent of Phase I of the Public Trailways and Greenways Design Concept, within Loxahatchee Groves Water Conservation & Restoration Ecosystem, promotes this preservation.

II. DISCUSSION

In achieving these plans in a highly cost effective manner, Town Management Staff has commenced efforts to obtain grant funding that will offset a good percentage of the overall costs. To date, Town Management Staff’s research regarding planning and design concept for Phase I of the Public Trailways and Greenways Planning Grant, within Loxahatchee Groves Water Conservation & Restoration Ecosystem, abutting the Collecting Canal Road in Loxahatchee Groves will cost approximately \$50,000. The initial consideration is to submit the grant request for funding of the planning and design concept for Phase I, if authorized by Town Council. The

grant submission period is March 15 through March 31, 2012 (please note that last year's application form is being utilized).

III. FISCAL IMPACT

Initial funding for the Phase I Planning and Design Concept is dependent on incoming grant awards.

IV. ATTACHMENTS

Recreational Trails Program Year 2011 Grant Application Packet (please note application is still a work in progress).

V. RECOMMENDATION

Town Management recommends that Town Council authorize Town Management Staff to submit a request for grant funding under the Recreational Trails program for Phase I Planning and Design Concept of the Public Trailways and Greenways Planning Grant, within Loxahatchee Groves Water Conservation & Restoration Ecosystem.

Recreational Trails Program

Year 2011

Grant Application Packet



**Florida Department of Environmental Protection
Office of Greenways and Trails**

**funding provided through
U.S. Department of Transportation
Federal Highway Administration**

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

RECREATIONAL TRAILS PROGRAM GRANT PROGRAM

GRANT APPLICATION PACKAGE

INTRODUCTION

The Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 included the National Recreational Trails Fund Act (NRFTA) established the National Recreational Trails Funding Program. The National Highway System Designation Act of 1995 (NHS Act) amended and revived the NRFTA. The Transportation Equity Act for the 21st Century amended and provided assured funding for the program and changed the program name to Recreational Trails Program (RTP). The purpose of RTP is to provide funds for projects that provide or maintain recreational trails. A recreational trail means:

A thoroughfare or track across land or water, used for recreational purposes such as bicycling, day hiking, equestrian activities, jogging or similar fitness activities, trail biking, overnight and long distance backpacking, roller skating, in-line skating, running, aquatic or water activity and vehicular travel by motorcycle, four-wheel drive, all terrain off-road vehicles, or dune buggies.

The RTP is administered by the Florida Department of Environmental Protection (DEP) in coordination with the U.S. Department of Transportation, Federal Highway Administration (FHWA). Grant application proposals are evaluated according to policies and procedures described in Chapter 62S-2, Florida Administrative Code (F.A.C.). This is commonly known as the Rec Trails Rule. Applicants should familiarize themselves with these policies and procedures. This packet will assist all applicants in preparing and presenting the information needed for DEP to evaluate proposed RTP applications.

GENERAL APPLICATION INFORMATION

Please submit the application in a SOFT COVER three prong binder (please, no HARD 3-ring binders). To facilitate the review and scoring process, tab all support documents or attachments. We appreciate your cooperation.

A request for financial assistance under RTP may be for development or maintenance of recreational trails; purchase of trail construction or maintenance equipment; and if funds are available, for trail education projects. Project proposals may address the following recreational trail interests:

- motorized recreation;
- nonmotorized recreation;
- mixed-use projects (either motorized or nonmotorized); or projects that provide for innovative corridor sharing with motorized and nonmotorized recreation;
- construction and maintenance equipment;

Development projects should consist of the complete or partial development of the project site. Grantees shall have up to two (2) years from the effective date of the project agreement to complete the development project. A development project, when completed, must be a usable recreational trail or a trail facility along a usable recreational trail.

Grantees requesting funds to purchase equipment should be prepared to provide proof of insurance, be capable of properly storing and maintaining the equipment, and be familiar with Federal Highway Administration's Recreational Trails Program Interim Guidance, and DEP's Directive 320 as they relate to equipment and surplus property. All equipment purchased with RTP grant funds will be receive a DEP property number.

Grantees may use RTP funds to develop trails, trailhead and trailside facilities and related support facilities including parking, rest rooms, access to drinking water, etc. Development projects may also renovate existing trails and facilities in order to provide access for persons with disabilities.

MAXIMUM GRANTS FUNDS AN APPLICANT MAY REQUEST FOR YEAR 2011:

Non- Motorized = \$200,000

Mixed-Use = \$200,000

Motorized = \$786,712

RTP program requires that the grantee provide matching funds. Please refer to Chapter 62S-2.071(3) for complete information on match requirements and match types.

EVALUATION PROCESS

Following DEP staff review of the applications, DEP will notify applicants of any deficiencies. Missing or incomplete documentation will usually constitute a deficiency. Applicants must submit requested deficiency information within fifteen (15) working days from date of deficiency notification. After the deficiency period, the Recreational Trails Advisory Committee ranks all eligible applications in accordance with the evaluation criteria set forth in the Rec Trails Rule.

APPLICATION SUBMISSION INFORMATION

Applicants must submit proposals for RTP grants on application form OGT-10. Applications are evaluated on the basis of the information provided by the applicants, except where such data is superseded by official DEP information. Failure by an applicant to present all required application information and documentation may result in the application being declared ineligible for funding consideration. Failure by an applicant to provide accurate information and documentation relating to the evaluation criteria for the proposed project set forth in the RTP Rule may result in a loss of points for the applicant's competitive score.

Applicants must submit four copies (1 original and 3 copies) of the completed application and all supporting documents during the announced submission period of March 15, 2011 through March 31, 2011.

Applications must be postmarked NO LATER THAN March 31, 2011.

Submit Applications to:

**OFFICE OF GREENWAYS AND TRAILS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BOULEVARD, MAIL STATION 795
TALLAHASSEE, FLORIDA 32399-3000**

Attention: Alexandra Weiss

If questions arise while preparing the application, please contact the Office of Greenways and Trails at 850.245-2052. Or by e-mail: alexandra.weiss@dep.state.fl.us

Please Note: If you plan to prepare this document by retyping or downloading it to your computer, the language and format used must *exactly match* this application.

**This application may be downloaded from the Internet at:
www.FloridaGreenwaysAndTrails.com**



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM**

DEP USE ONLY
RECEIVED: _____
POSTMARKED: _____
APPLICATION #: _____

PART I - APPLICANT INFORMATION

1. Name of Applicant or Organization: TOWN OF LOXAHATCHEE GROVES
2. Federal Identification Number: 33-1159224
3. Contact Person: MARK A. KUTNEY Title: TOWN MANAGER
(The contact person is someone who will be in direct contact with DEP)
- Street Address/P.O. Box: 14579 SOUTHERN BLVD., SUITE 2
- City/State: LOXAHATCHEE GROVES, FL Zip Code: 33470
- Telephone: (561) 793-2418 Fax: (561) 793-2420
- E-Mail: MKUTNEY@LOXAHATCHEEGROVES.ORG

4. Type of Applicant (Select One):

- City or County Government
- State Agency, Department: _____, District: _____
- Federal Agency, Department: _____, District: _____
- Recognized Indian Tribal Government *(projects must be on lands in Florida)*
- Organization * SC# _____ *(must be State recognized nonprofit)*

***Nonprofit organization as applicant must provide letter of support from land managing agency. Tab as "Exhibit A."**

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Signature of Authorized Representative

Date

PART II - PROJECT INFORMATION

1. Name of Project: LOXATCHEE GROVES PUBLIC TRAILWAYS & GREENWAYS

2. Project Location:
(Show on DOT county road maps or USGS 7 1/2 minute quadrangle sheets):
Tab as "Exhibit B"

Street Address: _____

City: LOXAHATCHEE GROVES County: PALM BEACH COUNTY

Beginning point: COLLECTION CANAL E& F ROAD N

Ending point: A ROAD S & COLLECTION CANAL

3. Ownership (If more than one owner, attach a list of owners and their agents along with a map clearly showing the location of each ownership).
Site control issues must be resolved by the close of the submission period (March 31, 2011).

Include a boundary map of the project site. **Tab as "Exhibit C"**

Include a copy of site control documents (e.g. deed, lease agreement, etc.)
Tab as "Exhibit D"

Owner: _____ Owner's Agent: _____

Address: _____ Address: _____

Phone: (____) _____ Phone: (____) _____

4. **U.S. CONGRESSIONAL DISTRICTS** IN WHICH THE PROJECT SITE IS LOCATED: *These should be the district in which the project site is located. If you are not sure of the district, contact your local office of the Supervisor of Elections.*

U.S. Representative's Name: TOM ROONEY

U.S. House District Number: 16

5. **STATE LEGISLATIVE DISTRICTS** IN WHICH THE PROJECT IS LOCATED:

These should be the district in which the project site is located. If you are not sure of the district, contact your local office of the Supervisor of Elections.

State Senator's Name: LIZBETH BENEQUISTO

State Senate District Number: 27

State Representative's Name: JOSEPH ABRUZZO

State House District Number: 85

6. **PROJECT DESCRIPTION**

Briefly describe the proposed project. *Include physical characteristics of the site, such as land resources, vegetation, fish and wildlife, historical, archaeological resources, previous land usage and transportation access as well as a description of proposed project activities. **If the project is an equipment purchase, describe the equipment, how it will be used to benefit recreational trails (include where it will be stored, who will maintain it, proposed projects for its use and the land managing agency on whose property equipment will be used).***

TEXT MUST FIT IN SPACE PROVIDED.

The Town Council of Loxahatchee Groves has approved moving forward with the Comprehensive Plan's overall vision of continuing the protection of its natural environment and vision for its future of preserving those features that make it a distinctive place to live, work and play. The first phase will focus on the planning and design of the Public Trailways and Greenways throughout the Town's twelve plus square miles while working into the design the inclusion and preservation of the Town's numerous wetlands through water conservation & restoration of ecosystem planning. The visioning in the Strategic Plan recognized the value its residents placed in engaging in outdoor recreation and having "linked Greenways and Trail ways", while protecting the overall environment with the help of a public-private partnership. In order to preserve and enhance the natural environment that maintains a tree canopy, natural water conservation and other natural ecosystems the design should include the preservation of an early 1900 historical dairy and several native archeological preserves within the boundaries. The intent of this Phase I design will conserve and protect these areas as well as Loxahatchee Groves' planning of the Public Trailways and Greenways and the water conservation & restoration ecosystem design concept that promotes this type of preservation. Management's research regarding a planning and design concept costs for the Public Trailways and Greenways within Loxahatchee Groves has been estimated around \$75,000.00. Phase I will also include the initial clearing, fencing & signage on a few of the existing under-developed trails of the twelve plus miles currently found around the perimeter of the Town's boundaries. In order to achieve these plans in a highly cost effective manner management has commenced efforts to obtain grant funding that will offset a percentage of the overall costs.

PART III – FINANCIAL INFORMATION

- | | |
|------------------------------------|-----------------------------|
| 1. RTP Funds Requested: | Line A \$ <u>200,000</u> |
| 2. Local Funds Available: | |
| 1) Cash: | Line B \$ <u>25,000</u> |
| 2) In-Kind: | Line C \$ <u>25,000</u> |
| Total Local Funds Available: | Line D \$ <u>50,000</u> |
| | <i>Sum of lines B and C</i> |
| 3. Total Cost of Proposed Project: | Line E \$ <u>250,000</u> |
| | <i>Sum of Lines A and D</i> |

The Total Project Cost (Line E) must equal the grant request (Line A) plus the total local funds available (Line D).

4. **PROJECT COST ESTIMATE:** For each element, please indicate if it is a new facility, renovation or maintenance of an existing facility, accessibility improvements, equipment purchase. *Costs of planning, permitting and site preparation should be included within the cost of each element (not to exceed 15% of total project cost).*

New for 2011 – Applicant to provide detailed breakdown of each element's cost on separate sheet (schedule of values). This assists in determining appropriateness and reasonableness of all project costs. Place this cost detail after Page 7.

	Quantity	Description	Estimated Cost
New	Existing 12+ mi. & new est. 10+ miles	Signage through out "all existing & new trails" designating location on trail, starting points, trail levels, water crossings, funding agency, etc. Details from Design docs	\$45,000
Renovations	2 trails approx. 2.7 miles each	The renovation of 5.5 miles includes trail materials, fencing & construction near canals or roads that require increased public safety according to design specs.	\$75,000
Maintenance	12.7 miles of existing under dev. trails	Clearing and planing of "all" existing trails to identify & gauge the extent of renovation & reconstruction that will be required for safe public use	\$75,000
Accessibility		Install horse/pedestrian gates limiting motorized accessibility from the roadways	\$50,000
Equipment	n/a	all heavy equipment work will be outsourced	

PART IV - GENERAL EVALUATION CRITERIA

1. PROJECT TYPE

Provide Conceptual Site Plan. Tab as "Exhibit E"

Provide Photographs of the Project Area. Submit color, on-site photographs sufficient to depict the physical characteristics of the project area.

Tab as "Exhibit F"

Provide Location Map and Directions. Submit a detailed street, road or highway map precisely locating the project site. Also, provide clear and concise written driving instructions from the nearest federal or state highway. **Tab as "Exhibit G"**

- Construction of new trails on federal, state, county or municipal lands where recreational needs for such construction is shown
- Development and rehabilitation of trailside and trailhead facilities and trail linkages
- Maintenance and restoration of existing trails
- Purchase of trail construction or maintenance equipment

2. CAPITAL IMPROVEMENT PLAN

A. The project implements the applicant's adopted local comprehensive plan (city or county); or the land management or recreation or trail plan of a state or federal agency and; is included in their Capital Improvement Plan (CIP) or similar plan during the current year or one of the next three (3) fiscal years: *(Include copies of any necessary documents/plans which clearly indicate the proposed project. Highlight project name, amount and year.)* **Tab as "Exhibit H"**

Yes No

---OR---

B. Is the proposed project included as part of the plan through a resolution or agency commitment committing the applicant to amend their CIP or similar plan to include the project should the applicant receive program funds: *(Include copies of any necessary documents/plans/resolutions which clearly indicate the proposed project. Highlight project name, amount and year.)* **Tab as "Exhibit H"**

Yes No

3. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **Outdoor Recreation in Florida – 2008 (SCORP)**. Provide quotations or other appropriate references to justify the correlation. Use a separate sheet if necessary.

Tab as "Exhibit I"

LOOK INTO THE SCORP PLAN 2008

4. STATE GREENWAYS AND TRAILS PLAN

Explain how the proposed project would address one or more issues or goals as identified in the State's Greenways and Trails Plan. Use the **Connecting Florida's Communities with Greenways and Trails – September 1998**. Provide quotations or other appropriate references to justify the correlation. Use a separate sheet if necessary.

Tab as "Exhibit J"

LOOK UP THE F'S GREENWAYS 7 TRAIL 1998

5. ACCESSIBILITY

Describe how the project facilitates and improves the access and use of trails by persons with disabilities.

ADA COMPLIANCE????

6. YOUTH CONSERVATION OR SERVICE CORPS

The project is supported through a written letter of commitment between the applicant and a recognized youth conservation or service corps in which the corps agrees to supply a stated amount of labor.

Yes

No

If "Yes", submit a copy of the written letter of commitment between the applicant and the service corps. Written letter must be executed by the end of the submission period and quantify the amount of labor in monetary units.

Tab as "Exhibit K"

7. CONNECTIVITY AND LINKAGES

Describe how the proposed project provides access to or between any of the following:

(A) Public parks or other recreational lands or facilities;

ROYAL PALM ???

COUNTY PARK & EQUESTRIAN TRAIL IN GROVES

(B) Features or areas of historic, cultural, biological or archaeological significance;
Provide copy of letter from Florida Department of State (Tab as "Exhibit L") and/or Florida Natural Areas Inventory (Tab as "Exhibit M").

LOOK UP BIOLOGICAL?? ARTHUR KIRSTEIN (CTY)

(C) Existing intermodal transportation corridors or trail systems; and/or

COUNTY PARK & ROYAL PALM PARK

(D) Residential populated areas.

125Q MILES WITH 3,100 POP

8. PUBLIC PARTICIPATION

Please indicate which of the following apply (**select all that apply**):

- A. An **advertised public meeting** was held solely for the purpose of discussing the proposed project. *Attach a copy of proof of publication for the advertisement. Meeting must be for the **SOLE PURPOSE** of discussing the **project proposed in this application**. The advertisement should indicate that the purpose of the meeting is to discuss this RTP grant for this project site. Meeting must be advertised according to community/agency requirements, and at a minimum of 72 hours prior to date and time of meeting. Include proof of date and time advertised. Meetings may not be held on day of application submittal. **Tab as "Exhibit N-1"***
- B. The project was discussed at a regularly scheduled meeting of the applicant's **advisory board** responsible for park, recreation and leisure service activities. *Provide a copy of the agenda and/or minutes of the advisory board meeting(s) where **this project** was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Discussion must take place at a regularly scheduled meeting. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS. Tab as "Exhibit N-2"***
- C. Public input on the proposed project was obtained through **presentations** to community organizations, neighborhood associations and/or a written opinion survey. *Provide documentation (agenda, minutes or thank-you letter) showing that presentations **regarding this project** were made to community organizations or groups **OR** provide a copy of the survey instrument and a summary of the results and explain how the **results relate to the proposed project. Tab as "Exhibit N-3"***

9. NATIONAL SCENIC TRAIL OR NATIONAL RECREATION TRAIL

A. The project is located on or connects with the Florida National Scenic Trail:

Yes No

*If yes, provide map and documentation (letter from U.S. Forest Service) indicating connectivity with a **certified portion** of the Florida National Scenic Trail. **Tab as "Exhibit O"***

B. The project is located on or connects with a National Recreation Trail:

Yes No

*If "Yes", provide a map and documentation (letter from the National Park Service) indicating connectivity with a **designated** National Recreation Trail. **Tab as "Exhibit O"***

10. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

The project is located on or connects with a State of Florida designated greenway or trail.

Yes

No

If "Yes", provide a map and documentation (letter from Office of Greenways and Trails) indicating connectivity. **Designation Agreements must be fully executed by end of submission period. Tab as "Exhibit P"**

11. MATCHING RATIO

RTP is a matching grant program. Maximum grant award can account for 80% of total project costs (federal grant amount : grantee's cash and/or in-kind services). Select which matching ratio applies to this project:

A. 50:50

B. 60:40

C. 80:20

*** Federal Agencies: only 95% of total project costs may be federal dollars. Please explain the source of funds for remaining 5%.**

Source of non-Federal dollars when applicant is Federal Agency: _____.

12. MIXED USE PROJECTS

- A. The specific trail design demonstrates that the project will support recreational trail opportunities for **both motorized and nonmotorized use** through innovative techniques such as multiple trails sharing a single corridor, or time sharing of trails or trailhead facilities, or other innovative corridor sharing techniques.

Yes

No

If "Yes", please explain innovative techniques to be employed and address potential user conflicts. **Tab as "Exhibit Q"**

---OR---

- B. The specific trail design demonstrates that the project will support **mixed-use** recreational trail opportunities, **either motorized or nonmotorized**, through innovative techniques.

Yes

No

If "Yes", please explain innovative techniques to be employed and address potential user conflicts. **Tab as "Exhibit Q"**

PART V – SPECIFIC CRITERIA

1. MOTORIZED PROJECTS Only:

A. The proposed project will: **(select only one)**

1. develop new motorized recreational trails.
2. repair or restore designated motorized trails impacted by normal use.
3. develop motorized trail facilities on existing motorized recreational trail corridors.

B. The project will support compatible recreational trail use for the greatest number of the following: **(select ALL that apply)**

1. Off-Road Motorcycles
2. All-Terrain Vehicles
3. Off-Highway Vehicles (high clearance vehicles)
4. Other Motorized Recreational Trail Use. List all: _____.

2. NONMOTORIZED PROJECTS Only:

A. The proposed project will: **(select only one)**

1. develop nonmotorized recreational trail facilities on new corridors.
2. develop nonmotorized recreational trail facilities on existing corridors.
3. improve or repair existing nonmotorized recreational trail and/or facilities.

B. The nonmotorized project will support compatible recreational trail use for the greatest number of the following: **(select ALL that apply)**

- 1. Bicycling
- 2. Skating
- 3. Day Hiking
- 4. Equestrian Activities
- 5. Fitness Activities
- 6. Overnight or Long Distance Backpacking
- 7. Aquatic Activity
- 8. Other Nonmotorized Recreational Trail Use. List all: _____.

3. **MOTORIZED AND NONMOTORIZED MIXED-USE PROJECTS Only:**

A. The motorized/nonmotorized mixed-use project will: **(select only one)**

- 1. develop new mixed-use trails.
- 2. repair or restore designated mixed-use trails impacted by normal use.
- 3. develop mixed-use trail facilities on existing motorized recreational trail corridors.

B. The project will support compatible recreational trail use for the greatest number of the following: **(select ALL that apply)**

- 1. Off-Road Motorcycles
- 2. All-Terrain Vehicles
- 3. Off-Highway Vehicles (high clearance vehicles)
- 4. Other Motorized Recreational Trail Use. List: _____.
- 5. Bicycling

3. Motorized/Nonmotorized Mixed-Use Projects Only, cont.

6. Skating

7. Day Hiking

8. Equestrian Activities

9. Fitness Activities

10. Overnight or Long Distance Backpacking

11. Aquatic Activity

12. Other Nonmotorized Recreational Trail Use. List: _____.

PART VI – SUPPORTING DOCUMENTATION

ATTENTION: Before you finish your application package, make sure you have all the necessary support documents prepared and attached. Please use this list to make sure that all applicable documentation is included. Attach supporting documents as follows:

Application Item – If Applicable	Tab or Exhibit
<p>NOTE: Four (4) copies of the single-sided, completed and signed application, with all properly tabbed supporting documents must be postmarked by March 31, 2011. (1 original and 3 copies)</p>	<p>PLEASE USE A SOFT COVERED BINDER.</p>
<p>A. Nonprofit Organizations provide a Letter of Support from land managing agency: Agency must state that it accepts the post completion requirements as outlined in Chapter 62S-2 F.A.C.</p>	<p>A</p>
<p>B. Show project location on DOT County Road Maps or USGS 7 ½ Minute Quadrangle Sheets. Include beginning and ending points.</p>	<p>B</p>
<p>C. Boundary Map of the project area: The map must provide a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. Plat maps may accepted if the above criteria are identified. Aerial photographs are not accepted as boundary maps.</p>	<p>C</p>
<p>D. Site Control (e.g., deed, lease): Submit a copy of the site control document for the project site. If submerged lands are included in the development area, provide a legal document (i.e., permit, management agreement, etc.) which indicates permission to use and develop the submerged lands. <u>Site control must be effective by the close of the submission period.</u></p>	<p>D</p>

Application Item – If Applicable	Tab #/ Exhibit
<p>E. Conceptual Site Plan for development of the project area: Submit a conceptual site plan displaying the areas and facilities to be developed as proposed in the scope of the application. The site plan must correlate with the project area identified in the project boundary map and cost estimate. The site plan must CLEARLY DELINEATE between facilities / opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development.</p> <p><i>Color code site plan to indicate facilities that are existing, proposed for funding and planned for future development (not in this project).</i></p>	<p>E</p>
<p>F. Photographs of the Project Area: Submit color, on-site photographs sufficient to depict the physical characteristics of the project area. Provide color photographs for all four copies of your application. Label photos as to what and where.</p> <p>Aerial photographs are requested, but not required. <i>Please mark an approximate boundary of the Project Site and note major roads and/or landmarks on the aerial photo (note – this is not the boundary map).</i></p>	<p>F</p>
<p>G. Location Map and Directions: Submit a detailed street, road or highway map precisely locating the project site. Also, provide clear and concise written driving instructions from the nearest federal or state highway. NOTE: Please confirm that street names listed in the written directions are the same as those posted on street signs in the area.</p>	<p>G</p>

Application Item – If Applicable	Tab #, Exhibit
H. Capital Improvements Schedule or a copy of a resolution amending the existing schedule to include the proposed project. State or federal agencies provide copy of their land management or recreation or trail plan.	H
I. SCORP objectives support documentation. Written response to Part IV, Item 3, Page 9 of this application. Include detailed narrative explaining how this project implements one or more of the outdoor recreation goals and objectives as listed in the 2008 SCORP.	I
J. State Greenways and Trails Plan support documentation. Written response to Part IV, Item 4, Page 9 of this application. Include detailed narrative explaining how this project implements one or more of the goals and objectives as indicated in the 1998 State Trails Plan.	J
K. Service Corps: Copy of letter of commitment between applicant and recognized youth conservation or service corps, in which the corps agrees to supply stated amount of labor. Refer to 42 U.S.C. 12572 and 42 U.S.C. 12656 for definitions. Scout troops and similar groups do NOT qualify. AmeriCorps is a recognized service corps.	K
L. Department of State letter to verify that a project is for archaeological/historic/cultural preservation purposes.	L
M. FNAI letter to verify resources protected by project.	M

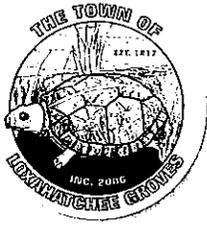
Application Item - If Applicable	Tab #/ Exhibit
<p>N. Public Participation Documentation:</p> <p>1. Copy of public meeting advertisement for SOLE PURPOSE of discussing the project.</p> <p>Meeting must be advertised according to community/agency requirements, at a minimum of 72 hours prior to date and time of meeting. Include proof of date and time advertised. Meetings may not be held on day of application submittal. Must be held between April 1, 2010 and March 31, 2011.</p> <hr/> <p>2. Agenda and/or minutes of REGULARLY SCHEDULED advisory board meeting.</p> <hr/> <p>3. Documentation of PRESENTATION to community groups (agenda, letter of thanks, etc. OR . . . A copy of the SURVEY instrument and a summary of the results as they relate to this proposed project.</p>	<p style="text-align: center;">N</p> <p>←</p> <p>←</p>
<p>O. Letter from U.S. Forest Service documenting project is located along or connects to a certified portion of the Florida National Scenic Trail. OR . . .</p> <p>Letter from National Park Service documenting project is located along or connects with a designated National Recreation Trail.</p>	<p style="text-align: center;">O</p> <p>←</p>
<p>P. Letter from Office of Greenways & Trails documenting project is located along or connects with a designated State of Florida Greenway or Trail.</p>	<p>← P</p>

PART VII - CONTACT FOR ADDITIONAL INFORMATION

CONTACT	PHONE
RTP Application Information & Assistance	850-245-2052
Florida Statewide Greenways & Trails Plan	850-245-2052
Department of State	850-245-6339
Florida Natural Areas Inventory (FNAI)	850-224-8207
2008 Statewide Comprehensive Outdoor Recreation Plan (SCORP)	850-245-3051
U.S. Forest Service (National Scenic Trail)	850-523-8576
National Park Service (National Recreation Trails)	504-589-3882, ext 140

IMPORTANT REMINDER:

In keeping with recent Florida legislation regarding financial accountability, applicant must provide detailed breakdown of each element's cost on separate sheet(s). This Schedule of Values assists in determining appropriateness and reasonableness of all project costs. Place this detail after Page 7.



TOWN OF LOXAHATCHEE GROVE
OFFICE OF THE TOWN MANAGER
AGENDA REPORT

Item 9d.
Approval of RFP for
Banking Services

TO: Mayor and Town Council

FROM: Janice M. Moore, Town Clerk

THROUGH: Mark A. Kutney, Town Manager, AICP, ICMA-CM

DATE: February 2, 2012

SUBJECT: Approval of RFP for Banking Services

I. BACKGROUND/HISTORY

At the November 28, 2011 FAAC Meeting, Town Management made the recommendation to consider an Request for Proposal (RFP) for banking services. It was discovered the Town had no existing banking services agreement with its present provider. Upon evaluation, the current services do not adequately meet the needs of the Town.

FAAC has reviewed and provided changes to the proposal at its January 23, 2012 meeting. City Attorney Cirullo has also reviewed the RFP with his recommendations incorporated.

II. DISCUSSION

The issue date is scheduled for February 10, 2012 with the submission deadline being March 7, 2012. The proposal will be posted on the Town's website and on onvia.com, which is a government procurement services website provided to the Town at no cost. It will also be posted at Town Hall.

A copy will be forwarded to the Palm Beach County Office of Inspector General, as required by our interlocal agreement.

III. FISCAL IMPACT

Not known at this time.

IV. ATTACHMENTS

RFP for Banking Services

V. RECOMMENDATION

Town Management recommends that the Town Council approve the attached RFP for Banking Services.

Town of Loxahatchee Groves

Request for Proposals RFP

Mark A. Kutney, Town Manager

14579 Southern Boulevard, Suite 2

Loxahatchee Groves, Florida 33470

Web Site Address: <http://loxahatcheegroves.org/>

Proposal Data

RFP Number: 2012-001
Proposal Title: BANKING SERVICES
Type of Purchase: FIVE (5) YEARS WITH OPTION FOR TWO (2) ADDITIONAL THREE (3) YEAR PERIODS
Contact Person: Steve Hainline, Office Coordinator
Phone: 561-793-2418
E-Mail Address: shainline@loxahatcheegroves.org
Issue Date: February 10, 2012

Proposal Submission Deadline

Day/Date: **March 7, 2012**
Time: **2:30 PM**
Location/Mail Address: **Office of the Town Clerk
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, Florida 33470**

<i>RFP Content Sections</i>	<i>Pages</i>
1.0 Introduction to Request for Proposals	3 - 5
2.0 Specifications/Scope of Work describing what is needed	6-11
3.0 General Terms and Conditions that are general in scope	12-15
4.0 Special Provisions of Proposed Contract	16-18
5.0 Instructions for Submitting Proposal and Evaluation Criteria for this RFP	19-23
6.0 Response forms and Check List to be completed signed and submitted with Proposal	24-43

Attachment 1 – Proposal Form Checklist and Forms A through C

Attachment 2 – Forms D through E, Estimated Volume and Daily Balances

Sealed written Proposals must be received by the Town of Loxahatchee Groves; Town Clerk's Office, no later than the date, time and at the location indicated above for the Proposal Submission. Submittal of Response by fax is not acceptable. One (1) electronic (DVD) copy and Five (5) copies of your Proposal and response forms must be returned to the Town or your Proposal may be disqualified.

NOTE: This RFP does not constitute an order for the goods or services specified. The number of copies requested in this RFP together with completed Response Forms must be returned.

PUBLIC NOTICE

Sealed Proposals will be received by the Town of Loxahatchee Groves, Town Clerk's Office located at 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 for the following:

RFP # 2012-001 Bank: The Town of Loxahatchee Groves ("Town") is seeking Proposals from qualified and experienced banking firms to provide Banking Services to the Town of Loxahatchee Groves.

BID SUBMISSION DEADLINE: March 7, 2012 at 2:30 PM

BID OPENING WILL OCCUR IMMEDIATELY FOLLOWING THE BID SUBMISSION DEADLINE.

This Request for Proposal (RFP) is available at www.demandstar.com or upon request at the Town's Office, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470. The telephone number is (561)793-2418.

1.0. INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposal (“RFP”) process. The Town of Loxahatchee Groves (“Town”), through its Town Manager, invites responses (“Proposals”) which offer to provide the services described in greater detail in Section 2.0: Specifications / *Scope of Work*.

1.2. Terms of Contract

The respondent selected to provide the services requested herein (“Successful Proposer”) shall be required to execute a contract (“Contract”) with the Town, which shall include, but not be limited to, the following terms:

- A. The initial term of the Contract shall be for Five (5) years.
- B. The Town shall have the option to extend the Contract for Two (2) additional three (3) year periods, at its sole discretion and at mutually acceptable terms and conditions. Successful Proposer will be given at least ninety (90) days prior written notice.
- C. Extension of the term of the Contract beyond the initial period is an option of the Town to be exercised in its sole discretion and which does not confer any rights upon the Successful Proposer.

1.3. Business Objective

The Town, a municipal corporation of the State of Florida, is seeking the services of qualified and experienced proposers (“Proposers”), for the provision of banking services, on behalf of the Town Manager. The objectives are to obtain the highest quality banking services while minimizing the cost to the Town; and to maximize the return on investments while preserving capital and avoiding unreasonable risks.

1.4. Pre-Proposal Conference

Not applicable

1.5 Requests for Additional Information / Clarification

Each proposer shall examine all requests for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the request for proposal shall be made in writing to the Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, no later than 4:00 P.M. EST February 21, 2012. The facsimile number is (561) 793-2420 or email mkutney@loxahatcheegroves.org

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued,

the last addendum issued shall prevail. Any dispute regarding the timeliness of a submittal shall be resolved against the proposer.

1.6. Contract Execution

Contract will be negotiated and executed between the Successful Proposer (firm, joint venture, partnership or other legal entity) and the Town.

1.7. Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a Proposal. Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFP. The Proposer must return these documents with all information necessary for the Town to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All Proposals shall be returned in a sealed envelope with the RFP number and opening date clearly stated on the outside of the envelope.

Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

1.8. Changes / Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed.

1.9. Discrepancies, Errors, and Omissions

Any discrepancies, errors, ambiguities, or any terms of the RFP to which Proposer could not satisfy or comply if selected, in the RFP or addenda (if any) must be reported in writing to the Town Manager no later than February 21, 2012.

1.10. Disqualification

The Town reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposals; to reject any or all Proposals in whole or in part, or to reissue a Request for Proposals.

1.11. Proposal Receipt

Sealed Proposals will be accepted in accordance with the instructions detailed on the cover of this RFP. After that date and time, Proposals will no longer be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Proposals during business hours to the exact address indicated on the cover and in the RFP. Proposals that are not received in the Town Clerk's Office by the deadline established in the RFP shall **not** be accepted or considered by the Town.

1.12. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with Town of

Loxahatchee Groves Ordinance No. 2009-01. Copy of Ordinance No.2009-01 may be obtained from the Town Clerk's Office, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470.

1.13. RFP Process Timeline

The anticipated timeline for this RFP and subsequent Contract is as follows. **All dates are tentative and subject to change.**

- RFP available for distribution February 10, 2012
- Last date for submittal of questions February 21, 2012, 4:00 p.m.
- Addendum issued (if necessary). . . . February 27, 2012
- Proposal Due Date March 7, 2012, 2:30 p.m.
- Evaluation of Proposals March 26, 2012, 7:00 p.m.
- Anticipated Town Commission Approval . . . April 3, 2012, 7:00 p.m.
- Anticipated Implementation Date To Be Mutually Agreed Upon

2.0. SPECIFICATIONS / SCOPE OF WORK

2.1. Background Information

The Town is soliciting Proposals from qualified financial institutions to provide full, integrated banking services to the Town. It is the intent of the Town to select only one bank – the bank that is in the Town’s best interests and that which meets, or exceeds, the Town’s current banking service requirements.

2.2. Scope of Services

A. Required services: Successful Proposer shall provide, as a minimum, the following required banking services:

1. Master concentration account set-up with possibly one zero-balance subsidiary account. Additionally, a stand-alone account may be set up for Cost Recovery customer deposits.
2. EFT transfers
3. ACH services
4. Wire transfers
5. Return checks
6. Stop payments
7. Online banking services (Treasury/Cash Management)
8. CD ROM imaging system
9. Repurchase agreement
10. Positive Pay

B. Optional services: The proposal shall also include information for the following *optional* banking services:

1. Deposit reconciliation
2. Full or partial account reconciliation
3. Remote check imaging
4. Custodial service for investments
5. Safe deposit
6. Electronic Bill Pay
7. Controlled disbursements

C. Required Services Detail:

1. Account Structure: The Town desires to maximize its cash availability through the use of concentration and zero-balance accounts. This account structure will be comprised of a Concentration Account and possibly a separate Cost Recovery Customer Deposit Account. All deposits and disbursements will flow through the Concentration account. All balances will be maintained in the Concentration Account.

a. Concentration Account:

Town funds collected daily will be deposited into this account. This will be the main operating account. It is the Town's intent to maintain a single compensating balance, if applicable, held as a deposit that is collateralized under Florida Statute Chapter 280 for Public Depositories to support activity costs for all accounts except the custodial services. Custodial arrangements, if used, will be billed separately.

Checks deposited will be available the next banking day if deposited in the bank by the time of day the bank normally closes its transactions for the day.

Disbursements of funds in the account will be made by:

- Internal bank transfers
- Wire transfers per Town instructions. Each transaction will be shown on the statements individually (i.e., no summing or netting of transactions).
- ACH payments for pre-authorized debits.
- Accounts Payable disbursements if no separate zero-balance account is set up for this purpose.

Deposit of funds in this account will have:

- All deposit credit transactions will have a reference number
- All incoming wire transfers and ACH credits will have a reference number, the name of originator and a description of the purpose of the wire.

On a daily basis, the Town will have on-line access of the collected balance in the Concentration Account. Any balances remaining in the Concentration Account at midnight including EFT transfers received that day will be given an earnings credit on the available balance in accordance with provisions in Section C.3, Earnings Credit Program.

b. Other Zero-balance accounts:

Other accounts may be established such as for accounts payable, over the contract term by the Town; these accounts will function essentially the same as the zero-balance account indicated above. The cost of additional zero-balance account will be at the price proposed in this proposal.

The zero-balance accounts will operate on the following basis:

At the end of the business day, the zero balance accounts will be debited for all checks presented during the day. At the close of the business day, the total amount debited will be transferred from the Concentration Account and credited to the zero-balance account. Transfers between these accounts will be charged to the Town only as transfers and not as items deposited and checks paid. All Transfers will take place automatically without initiation by the Town.

2. Daily Balance Report Notification:

The Successful Proposer will be required to provide the Town, via on-line access no later than 10:00 am the following minimum information:

1. Ledger balance
2. Available (or collected balance)
3. Float for 1, 2 or more days
4. Summary of debit and credit postings

3. Earnings Credit Program:

The Successful Proposer agrees to give earnings credit on the average collected balance in the Concentration Account. The balance on the books is interpreted to include any EFT transfers in or out during the day. The earnings credit rate specified for the available funds on deposit will be based on the Effective Federal Funds rate. If a rate basis other than the Effective Federal Funds rate is proposed, then state the adjusted rate in the exception list with last six-month history of that rate basis.

The Bank agrees to transfer to the Concentration Account sufficient funds, if other investment account is utilized, to cover transfers to the zero-balance accounts on each business day no later than the Bank's closing time.

In the event that the Concentration Account is a negative balance, then interest charged on any overdrawn balances will be calculated using the same formula that the Town receives on the earnings credit allowance. There will not be penalties assessed, such as overdraft fees, on any negative balance. The Town will not accept any exceptions to this specification.

4. EFT Transfers:

- a. Incoming: The Town intends to consider all EFT transfers received by the Bank prior to the end of the business day as "available for investment" by the Town. Should an EFT transfer not be received by the Bank, then the EFT transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest or earnings credit. Such credit will be calculated using the same formula that the Town receives in an earnings credit.
- b. Outgoing: The Successful Proposer agrees to execute any EFT transfer order within one (1) hour after notification by the Financial Services Department via on-line, or by telephone, or by FAX, if necessary. Adjustment will be made for any lost interest, earnings credit, or charges resulting from a "fail" to consummate an EFT transaction.

The Town desires to enter into an "EFT Transfer Agreement" with the selected Successful Proposer for all EFT transfers incoming and outgoing. The Bank is requested to provide a copy of its EFT Transfer Agreement with its proposal.

5. ACH Services:

The Successful Proposer shall provide the following ACH services:

- a. Payments from the other governmental agencies.
- b. ACH fraud protection

6. Wire transfers:

The Town shall have on-line access for confirmation of same-day wires executed, including details. The Successful Proposer shall provide wire confirmation data including, but not limited to:

- a. Payor bank and account number
- b. Beneficiary bank and account number
- c. Dollar amount of wire
- d. Reference information
- e. Time wire was received or executed
- f. Confirmation that the bank received and acted upon the wire instructions

The Successful Proposer will review and update the wire transfer agreement(s) and the authorized Town wire transfer agents at least annually or upon the Town's reasonable request.

7. Returned Checks:

The Bank shall automatically debit the Town's Concentration account for all returned checks. Each check shall have a debit advice attached and shall be returned immediately to the Town.

8. Stop Payments:

The Successful Proposer shall provide on-line stop payment services via personal computer. The service shall include processing and confirming stop payments. Stop payments shall be allowed by phone for extenuating circumstances.

9. Repurchase Agreement:

The Town may utilize a "Repurchase Agreement" system for the short-term investment of available funds. The Bank shall automatically handle the overnight and weekend investment of the Town's excess cash above minimum compensating balance requirements, if applicable, through the use of Repurchase Agreements or contracts, whichever provides the best yield to the Town. The bank shall indicate on the proposal Pricing Form the interest rate that would have been paid for the last six months. All interest earned on Repurchase Agreement shall be credited automatically to the Concentration Account. The Bank shall complete a Master Repurchase Agreement with the Town.

10. Statements and Advice Frequency:

Monthly bank statements will be for the full calendar month and will be delivered to the Town, Attention: Town Manager, within five (5) business days after the end of the month.

A monthly service charge/analysis statement for a particular month will be completed and delivered to the Town, Attention: Town Manager, within five (5) business days after the end of the month. This charge report should include the following:

- a. All information in the contract such as unit cost, extended price, items charged, and earnings credit (where applicable) shall be identified per account and for the relationship as a whole.
- b. Detailed information on float for all deposits.
- c. Detailed calculations of any deficit or excess earnings credits (where applicable) for each account and for the relationship as a whole.

All information provided on the account analysis regarding the daily collected, daily ledger, and daily available balances shall be verifiable against the daily balance reporting.

11. Positive Pay service:

The Town shall have Positive Pay/Control Payment service for the Concentration account to reduce fraud risk. Check file will be transmitted biweekly to the Bank for these accounts. Manual check runs may occur occasionally and at such time a separate transmittal will be sent to the Bank. Please address the processing procedures as well as any associated fees for the service.

D. Optional Services Detail:

1. Deposit Reconciliation Service:

A deposit reconciliation service is requested to establish a unique number. This unique number would be located on the deposit ticket and each check deposited would be tracked by the particular deposit ticket.

2. Full or Partial Account Reconciliation Services:

At the discretion of the Town, the Successful Proposer will provide reconciliation service for all or part of the accounts specified in this RFP. Reconciliation services include at least the following requirements:

- A computer, excel-formatted, and file for each account which checks are paid by the Bank for each month. The layout of each file will include at least the bank account number, check number, amount, and date paid.
- On a monthly basis, a copy of the cancelled check images for all related accounts. Software to access images will be provided by the Bank.
- Return of all other items, such as debit and credit memos, and deposit tickets in date order on a monthly basis.

Bank will provide the monthly cancelled check files within five (5) business days after the end of the month. Other services are to be provided within five (5) business days after the end of the month.

3. Custodial Service:

The Town may consider placing its custodial services with the Successful Proposer that serve as the depository Bank. This optional service will be for the various securities that are purchased from other dealers and banks. These securities will be purchased and then delivered electronically to the Bank to be placed within a custodial account within the Bank's Trust department. Please address the structure of this service as well as any associated fees.

4. Town Management Employee Benefits:

Any benefits to the Town Committee Members, and Management staff, such as a free checking account or other services, please include the information in the proposal.

5. Safe Deposit:

The Town may consider using safekeeping services. Please address the structure of this service as well as any associated fees.

6. Electronic Bill Pay:

The Town may consider using electronic bill payment services. Please address the structure of this service as well as any associated fees.

7. Controlled Disbursements:

The Town may consider using control disbursement service. Please address the structure of this service as well as any associated fees.

E. Emergency Provisions for Cash Distribution:

In case of a declared natural emergency (i.e. – major destruction from a hurricane) the financial institution must provide the Town with the following:

1. The Town perceives a need to distribute cash to its Town Management employees in time of natural emergency where check preparation is not possible.
2. Where the Successful Proposer is not operational, the Town will require the financial institution to make arrangements to deliver to a pre-designated site up to \$10,000.00 in cash for the purpose of distribution to Town Management.

F. Standby Line of Credit in case of Emergency

The Town would like to structure a line of credit in advance of a funding need caused by an event of an emergency. Please describe the details of your proposal in providing a standby line of credit.

3.0. GENERAL TERMS AND CONDITIONS

3.1. Acceptance/Rejection

The Town reserves the right to accept or reject any or all Proposals or to select the Proposer, who in the opinion of the Town, will be in the best interest of and/or the most advantageous to the Town. The Town also reserves the right to reject the Proposal of any Proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, or who is not in a position to perform the requirements defined in this RFP.

Additionally, the Town reserves the right to reject any Proposal if an investigation reveals conflicting information with that which was submitted by Proposer. The Town further reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. Town Not Liable for Delays

It is further expressly agreed that in no event shall the Town be liable for, or responsible to, the Successful Proposer, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the Town has no control.

3.3. Contract Award and Town’s Rights

The Proposals will be evaluated by an Evaluation Committee (“Committee”) composed of not less than three members of the Town’s Finance Advisory and Audit Committee, and comprised of a volunteer from a local government, with the appropriate technical expertise and/or knowledge, if applicable. The Committee shall evaluate each Proposal based upon the evaluation criteria established herein (the “Evaluation Criteria”). A Proposer may receive the maximum number of available points or a portion of this score depending on the merit of its Proposal, as evaluated by the Committee.

The Committee reserves the right, in its sole discretion, to request one (1) or more Proposers to make oral presentations before the Committee as part of the evaluation process. Such presentations provide the Proposer with an opportunity to clarify the Proposal and to ensure a mutual understanding of its content. The presentation may be scheduled at the convenience of the Committee.

The first ranked proposer resulting from this process will be recommended to the Loxahatchee Groves Town Council for award. In cases where no clarifications or presentations are required, the Town may recommend an award from information submitted in the proposal only.

The Town reserves the right to enter into Contract negotiations with the top ranked Proposer. If the Town and the top ranked Proposer cannot negotiate a Contract, the Town may terminate said negotiations and begin negotiations with another responsive and responsible Proposer. This process may continue until Contract(s) acceptable to the Town have been executed or all Proposals are rejected. The Town reserves the right to negotiate with each responsible and responsive Proposer. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

While the Town Council may direct that the Town Management enter into a Contract with a Proposer, said Contract may be conditional on the subsequent submission of other documents within the time and in the manner specified in the contract.

Successful Proposer will agree that all Contracts shall be governed by the laws of the State of Florida. Also be aware that the Town may restrict the Successful Proposer from engaging in activities on behalf of the Town that will produce a direct or indirect financial gain for the firm, other than the agreed upon, compensation, without the Town's informed consent.

The Town reserves the right to reject any or all Proposals, in whole or in part, and/or make award to more than one Proposer, whichever is deemed to be in the Town's best interests. The Town also reserves the right to waive any informalities, irregularities and technicalities in procedure at its sole discretion.

3.4. Cost Incurred By Proposers

All expenses involved with the preparation and submission of proposals to the Town, or any work performed in connection therewith shall be borne by the Proposer.

3.5. Legal Requirements

This RFP is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.6. Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the Town, upon written notice to the Bank of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the Town.

3.7. Business License Requirement

Any Proposer with a business location in the Town, who submits Proposal under this RFP, shall meet the Town's Business License Tax requirements. Proposers with a business location outside the Town of Loxahatchee Groves shall meet the local jurisdiction's Business License Tax requirements. A copy of the license must be submitted with the Proposal.

3.8. Payment

Payments to the Successful Proposer shall be made in arrears.

3.9. One Proposal

Only one (1) Proposal from a firm, partnership, corporation or joint venture will be considered in response to this RFP.

3.10. Proposer Qualifications

Proposers shall satisfy each of the following requirements cited below. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered by the Town.

- A. Proposer shall be a member of the Federal Reserve System.
- B. Proposer shall be an originating Depository Financial Institution authorized by the Federal Reserve to originate direct deposit.
- C. Proposer shall be on the list of Qualified Public Depositories as designated by the Department of Financial Services of the State of Florida, and as required by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- D. The financial institution must have a significant presence (e.g. area, divisional, regional offices) located within Palm Beach County.
- E. Proposer shall have no record of pending lawsuits or criminal activities involving moral turpitude and not have any conflicts of interest with the Town.
- F. Neither Proposer, nor any member, officer, or stockholder of Proposer, shall be in arrears or in default of any debt or contract involving the Town, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the Town.
- G. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the Town. The Town reserves the right before recommending any award to inspect the facilities, organization and financial condition, or to take any other actions necessary to determine the Proposer's ability to perform in accordance with the specifications, terms, and conditions of this RFP.

3.11. Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work's project, may not submit a Response on a lease of real

property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted Bidder / Proposer list.

3.12. Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.13. Sales Tax

The Town is State Sales Tax exempt. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08 Florida Statutes amended 1970 and all amendments thereto and shall be paid solely by the Successful Proposer.

3.14. Employees are Responsibility of Successful Proposer

All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the successful Proposer under its sole direction and not an employee or agent of the Town. The Successful Proposer shall supply competent and physically capable employees. The Town may require the Successful Proposer to remove an employee the Town deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under this contract is not in the best interest of the Town. Each employee shall have and wear proper identification. All personnel of the Successful Proposer must be covered by Workmen's Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the Town. All the services required herein shall be performed by the Successful Proposer and all personnel engaged in performing the services shall be fully qualified to perform such services.

3.15. Use of Name

The Town is not engaged in research for advertising, sales promotion, or other public Town purposes. No advertising, sales promotion or other public Town materials containing information obtained from this Proposal are to be mentioned, or imply the name of the Town, without prior express written permission of the Town.

3.16. Collusion

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with the Town Manager. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Proposals where collusion may have occurred.

3.17. Collateral

The Successful Proposer shall pledge collateral security as specified by Florida law. At no time shall the amount of deposits exceed the pay value of securities pledged less maximum insurance coverage provided by the Federal Deposit Insurance Corporation. Acceptable security and specified regulations regarding collateral requirements are outlined in the Florida Security for Public Deposits Act.

4.0. SPECIAL PROVISIONS OF PROPOSED CONTRACT

4.1. General

The Contract shall address, but not be limited to, the following terms and conditions:

A. Amendments to the Contract:

The Town Manager, or their designee, shall have sole authority to amend the Contract on behalf of the Town.

B. Assignment of Contract:

The Successful Proposer shall not assign any portions thereof, or any part of their operations, without written permission granted by the Town through the Town Manager, in the Town's sole discretion.

C. Audit Rights and Records Retention:

The Successful Proposer agrees to provide access to the Town, or any of its duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the aforementioned records for three (3) years after the Town makes final payment and all other pending matters are closed. On an ongoing basis, the most recent audited Financial Statements and audit reports, whether internal or external audits must be provided to the Town.

D. Compliance with Orders and Laws:

The Successful Proposer shall comply with all local, state and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

1. Town of Loxahatchee Groves Ordinance 2008-09

2. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of factors including, but not limited to, race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

3. Occupational, Safety and Health Act (OSHA), as applicable to this RFP.

4. **The State of Florida Statutes, Section 287.133(A) on Public Entity Crimes Americans with Disabilities Act of 1990**, as amended.
5. **National Institute of Occupational Safety Hazards (NIOSH)**, as applicable to this RFP.
6. **The State of Florida Statutes Sections 218.73 and 218.74** on Prompt Payment. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of Contract(s).
7. **Palm Beach County Ethics Code and Office of Inspector General**

E. Contract Administrator: After the contract award, the Contract Administrator for the Contract shall be the Town Management firm of the Town of Loxahatchee Groves located at, Loxahatchee Groves, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470.

F. Contract / Town's Representative:

Proposer shall include the name and telephone of the intended Town's Representative should a Contract be awarded. In the event the Contract is awarded to Proposer, the Town's Representative, designated by Successful Proposer, shall be available at one of these contact numbers on a daily basis during at least regular business hours, Wednesday through Friday, for purposes of addressing complaints and receiving information as to contract performance.

Indemnification: The Successful Proposer shall agree to indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the requirements specified within the Contract, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements of any Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer, or any of its subcontractors, if applicable and as provided above, for which the Successful Proposer' liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

G. Insurance:

Within ten (10) days after notification of award, the Successful Proposer shall furnish Evidence of Insurance to the Town Manager.

Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the Successful Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Proposer has been made aware of Council award, the Successful Proposer may be in default of the contractual terms and conditions. Under such circumstances, the Successful Proposer may be prohibited from submitting future Proposals to the Town. Information regarding any insurance requirements shall be directed to Stephen Hainline, Office Coordinator at (561) 793-2418. Additionally, Successful Proposer may be liable to the Town for the cost of re-procuring the services, caused by Successful Proposer' failure to submit the require documents.

H. Hold Harmless:

The Successful Proposer shall hold harmless and indemnify the Town for any errors in the provision of services and for any fines, which may result from the fault of the Successful Proposer.

I. Proposer's Warranty:

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

5.0. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

5.1. General Information

The following information and documents are required to be provided with Proposer's Response to this RFP. Failure to do so may deem your Proposal non-responsive.

The purpose of this RFP is to hire a qualified and experienced financial institution to provide Banking Services to the Town of Loxahatchee Groves. Therefore, only fully capable, experienced, and qualified Proposers should submit Proposals in response to this RFP.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all proposals that do not follow the prescribed format are subject to immediate disqualification.

5.2. Submission Requirements

The following documentation shall be included as a minimum in the Proposal and submitted to the Town. Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain the information itemized below and in the order indicated. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. Proposers should submit one (1) electronic (CD/DVD) and seven (7) copies of your Proposal.

A. Cover Page:

The Cover Page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number; Federal Employer Identification.

B. Table of Contents:

The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

C. Executive Summary:

A signed and dated summary of not more than two (2) pages containing Proposer's overall Qualifications and Experience, and Ability and Capability to Perform Required Services, as contained in the submittal. Proposer should include the name of the organization, business phone and contact person. Provide a summary of the work to be performed by Proposer.

D. Proposer's Qualifications and Experience:

1. Provide a list of all principals, owners or directors.
2. Discuss in detail Proposer's qualifications and experience in working with similar entities, particularly governmental entities, to provide banking services similar to that reflected within this RFP. Describe the Proposer's organizational history and structure; provide a brief history of your firm, including years Proposer and/or firm has been in business providing a similar service(s). The Town reserves the right to contact any reference as part of the evaluation process.
3. Provide the experience and copy(s) of resume(s) of supervisory/management individuals that will be assigned to the Town's account.

E. Ability and Capability to Perform Required Services:

1. Identify Proposer's office(s) or branches located within, or within close proximity, the Town's corporate limits, the address(s) of same, hours and days of operation, location and hours of the operation of the processing center, and identify which office will be considered the primary office location for the work to be performed by the Town.
2. Describe the size of Proposer and provide the overall number of personnel of Proposer. Include in discussion Proposer's overall ability and capability to provide required services to the Town, and provide the number of personnel and location Proposer will assign to specifically handle the work to be performed for the Town.
3. Provide detailed information as to the services to be provided to Town employees, whether they have bank accounts with your bank or bank accounts with another bank. Also discuss any discounts or free services Proposer will offer to Town employees and/or to Town employees who establish an account with the bank.
4. Provide detailed responses to the requirements of the Town as stipulated within the Scope of Work, Section 2.0 of this RFP. Refer to Proposal Form C for the completion of requested information, which must be submitted with Proposal. Failure to submit completed Proposal Form C, or all answers completed in another format within the Proposal, will disqualify Proposer.
5. Describe how Proposer plans to handle emergency situations, such as the case of a declared natural emergency, should they arise.
6. Provide copy(s) of audited financial statements for the past two (2) years.
7. Provide evidence that Proposer is on the list of Certified Public Depositories as designated by the Office of the State Treasurer, and required by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
8. Provide evidence Proposer is an originating Depository Financial Institution authorized by the Federal Reserve to originate direct deposit.
9. Proposer must describe any litigation or proceeding within the past three (3) years whereby a court or any administrative agency has ruled against your bank in any manner related to its professional activities or performance. Also describe any current or pending litigation or proceeding involving your bank and its professional activities or performance. State the nature of the litigation, a brief description of each case, the outcome or projected outcome, and the monetary amounts involved.

F. Involvement in Community Programs:

The Town of Loxahatchee Groves is committed to ensuring equal opportunity in and equal access for firms regardless of race, color, religion, national origin, gender, age, disability or sexual orientation. Proposers are encouraged to partner with the Town of Loxahatchee Groves' efforts in the local community by displaying community involvement. Proposers are requested to submit any information, if applicable, demonstrating involvement in community betterment programs. Proposers are also requested to include in their RFP response, information regarding their Equal Opportunity Program and Minority Purchasing Program, if applicable. This information will be for the Town's information only.

G. Estimated Costs for Services:

Complete and return with the proposal, Proposal Form D, Banking Fee Estimate. Failure to submit completed Proposal Form D will disqualify Proposer. Detail any additional services and fees for any other services Proposer can provide and which are not specifically listed within this RFP.

H. Proposal Fee Schedule:

It is the intent of the Town to pay for only services specified and utilized on the Proposal Fee Schedule per unit cost. Other banking services and items not detailed on the Proposal Fee Schedule shall be provided to the Town at no cost. Such services and items include currency and coin process, sorting and wrapping of coins, deposit slips, night depository bags, and other banking supplies.

The pricing of services contained in the Proposal Fee Schedule shall remain in effect for the duration of the contract. No escalation of fees shall be allowed.

I. Transition of banking services:

For effective transfer of services between banks each Proposer shall provide:

1. Describe the conversion process (who is responsible for coordinating activities, who participates and what activities must occur). Provide a work plan including the type and amount of resources to be provided by the Successful Proposer to meet the start-up date.
2. Provide a work plan for training the Town employees on your online system.
3. Describe what security measures will be in place to ensure safeguarding assets against loss during the transition period.

J. Trade Secrets Exception to Public Records Disclosure:

All Proposals submitted to the Town are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets".

If the Proposal contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the RFP number marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Proposal

as a “trade secret” you agree to indemnify and hold harmless the Town for any award to a plaintiff for damages, costs or attorney’s fees and for costs and attorney’s fees incurred by the Town by reason of any legal action challenging your claim.

K. Affidavits / Acknowledgments:

Proposers should complete and submit as part of its Proposal all of the following forms and/or documents:

- RFP Information Form
- Certificate of Authority
- Insurance Requirements
- Proposer Background Information
- Affirmative Action Policy for Equal Employment Opportunity (Sample)
- Non-collusive Affidavit
- Copy of Proposer’s Business License
- Complete Proposal Forms, including all requested information and completed attachments.

5.3. Response Format

One (1) electronic (CD/DVD) and Seven (7) bound copies of your complete response, to this RFP must be submitted to:

Town of Loxahatchee Groves
Office of the Town Clerk
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, Florida 33470

Responses must be clearly marked on the outside of the package referencing **RFP No. 2012-001 Banking Services**. Responses received after 2:30 p.m., local time, March 7, 2012, will not be accepted and shall be returned unopened to Proposer.

Proposals received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.

Proposals should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid for at least 180 days. Upon award of a Contract, the contents of the Proposal of the Successful Proposer may be included as part of the Contract, at the Town’s discretion. Proposers must provide a response to each issue. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

5.4. Evaluation Criteria

Since it is the Town’s desire to award a contract for banking services to the financial institution which demonstrates the ability to provide the highest quality service at the best cost, the criteria used to select the institution will include, but not be limited to:

<u>Evaluation Factors</u>	<u>Point Range</u>
A. Cost of services as well as transaction closing time will be evaluated based on the proposal data.	0-35
B. Ability to provide the type and quality of services requested.	0-30
C. Highest Rate of Interest	0-10
D. Prior experience in providing banking services to governments, including organizational structure available to service the Town.	0-10
E. Other financial services available from the bank above and beyond those called for herein.	0-5
F. Full service location in or proximity to the Town of Loxahatchee Groves	0-10
Maximum Points	100

5.5. Volume of Work

No warranty or guarantee is given or implied as to the types or quantities of services that will actually be required. The quantities stated in this proposal are estimates of activities and are for cost comparison purposes only.

6.0.

RFP RESPONSE FORMS

This checklist is provided to help you conform with all form/document requirements stipulated in this RFP.

CHECKLIST

		<u>Submitted With Proposal</u>
6.1	RFP Information Form This form must be completed, signed, and returned with Proposal.	YES _____
6.2	Certificate of Authority , must be completed, signed & returned with Proposal.	YES _____
6.3	Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFP. (Must be signed).	YES _____
6.4	Proposer Background Information This form must be completed in its entirety to verify the capability of Proposer to perform the services specified in the RFP.	YES _____
6.5	Affirmative Action Policy for Equal Employment Opportunity (Sample)	YES _____
6.7	Business License - All Responses shall be accompanied by a copy of your current license(s), as required	YES _____
6.8	Complete Proposal with all required forms and Attachments.	YES _____

Failure To Complete, And Return This Form May Disqualify Response.

6.1. RFP Information Form

Release Date: February 8, 2012

RFP No: 2012-001

Contact: Steve Hainline, Office Coordinator

Fax: (561) 793-2418

Email: shainline@loxahatcheegroves.fl.gov

Responses must be received by: **Wednesday, March 7, 2012 at 2:30 P.M. at the Office of the Town Clerk, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470**

TERM CONTRACT BANKING SERVICES

RFP # 2012-001 Banking Services

This is to confirm that I have read the proposal specifications and the proposal forms. I understand the banking services needs of the Town of Loxahatchee Groves. The initial contract period shall be for five (5) years from the Implementation Date. The Town reserves the right to extend the contract for up to two (2), three year extension terms (maximum of 11 years), providing a) all terms, conditions and specifications are mutually acceptable, b) both parties agree to the extension, and c) such extension is approved by Council.

The proposal submitted by our financial institution will meet these specifications and needs with a quality level of banking services at the prices and fees quoted.

I understand that this contract incorporates the entire proposal specification and proposal forms and that I am authorized to make this commitment to these terms and conditions.

Bank Name

Name

Street

Position

Town, State, Zip

Signature

Phone #/Fax #

Date

Failure To Complete, Sign And Return This Form May Disqualify Response.

6.2 RFP Certification Form (page 1 of 3)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Loxahatchee Groves and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

6.3. Indemnification and Insurance

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$2,000,000.00 combined single limit per occurrence for bodily injury and property damage. Town must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance with Minimum Limits of \$1,000,000.00 per occurrence.

The Town is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

Indemnification and Insurance (cont.)

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: TOWN RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the RFP.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

6.4. Proposer Background Information

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

A. COMPANY NAME: _____

B. COMPANY OFFICERS:

President _____ Vice President _____

Secretary _____ Treasurer _____

C. COMPANY OWNERSHIP:

_____ % of ownership

_____ % of ownership

_____ % of ownership

_____ % of ownership

D. LICENSES:

1. County or Municipal Occupational License No. _____
(attach copy with Response)
2. Business License Classification _____
3. Business License Expiration Date: _____
4. Social Security or Federal I.D. No. _____

E. EXPERIENCE:

1. Number of Years your organization has been in business: _____
2. Number of Years experience PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the RFP: _____
3. Number of Years experience PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the RFP: _____
4. Experience Record: List references who may be contacted to ascertain information on past and/or present contracts that PROPOSER has performed of a type similar to that required by specifications of the Town'sRFP. Governmental references are preferred.

Proposer Background Information form (page 2)

F. REFERENCE:

NAME OF FIRM, TOWN, COUNTY OR AGENCY: _____

CONTACT: _____ TITLE _____ PHONE :(____) _____

ADDRESS: _____ PERIOD OF WORK _____

SCOPE OF WORK: _____

NAME OF FIRM, TOWN, COUNTY OR AGENCY: _____

CONTACT: _____ TITLE _____ PHONE :(____) _____

ADDRESS: _____ PERIOD OF WORK _____

SCOPE OF WORK: _____

NAME OF FIRM, TOWN, COUNTY OR AGENCY: _____

CONTACT: _____ TITLE _____ PHONE :(____) _____

ADDRESS: _____ PERIOD OF WORK _____

SCOPE OF WORK: _____

NAME OF FIRM, TOWN, COUNTY OR AGENCY: _____

CONTACT: _____ TITLE _____ PHONE :(____) _____

ADDRESS: _____ PERIOD OF WORK _____

SCOPE OF WORK: _____

NOTE: *Additional references may be attached and provided.*

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE RESPONSE

6.5. Sample Affirmative Action Policy
For Equal Employment Opportunity

**AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant’s or employee’s race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

(Company Name) is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: _____

(SIGNATURE/TITLE): _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

Non-Collusive Affidavit

State of _____) County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____
(Owner, Partner, Officer, Representative or Agent)

the Proposer that has submitted the attached proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

In the presence of:

By: _____

(printed name and title)

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____

20__ , by _____ , who is personally known to me or who has produced _____ As identification and who did (did not) take an oath.

WITNESS my hand and official seal

Notary Public

(Name of Notary Public: Print/Stamp)

Town of Loxahatchee Groves, FL.
Proposal Form Check List and Attachments
Banking Services RFP# 2012-002

- _____ A. Financial Institution Background
- _____ B. General Information on Services
- _____ C. Schedule of Available Services
- _____ D. Bank Fee Estimate
- _____ E. Other Information
- _____ F. Exception to the Request for Proposals
- _____ Treasury Management Agreement
- _____ Repurchase Agreement
- _____ ACH Service Agreement
- _____ EFT Agreement
- _____ Direct Deposit Agreement
- _____ Lockbox agreement
- _____ Proposal Fee Schedule
- _____ Transition Work Plan
- _____ Other Agreements, please list:

Town of Loxahatchee Groves, FL.
Proposal Form A
Banking Services RFP# 2012-002

FINANCIAL INSTITUTION BACKGROUND:

Name of Financial Institution: _____ Phone Number: _____

Address: _____ F.E.I.N: _____

Name of Official Completing Bid: _____

Title: _____

Type of Bank (Federal or State Charter): _____

Is your Bank a Member of the Federal Depository Insurance Corp.? Yes _____ No _____

Is your Bank a Member of the Federal Reserve System? Yes _____ No _____

Deposits Federally Insured up to: _____

Authorized Public Depository? Yes _____ No _____

Number of Branches located within the City of Oakland Park: _____

Please attach a list which includes location, business hours, and if there is a night depository.

List any local Governmental entities that you have provided the type of services required herein:

_____ Phone: _____
_____ Phone: _____
_____ Phone: _____

Is there any major litigation pending against your bank ? Yes _____ No _____

If yes, give details: _____

Town of Loxahatchee Groves, FL.
Proposal Form B
Banking Services RFP# 2012-002

GENERAL INFORMATION ON SERVICES:

Describe the compensating balance adjustment factor for this account with basis and frequency:

Criteria used to determine earnings credit on the Concentration Account:

Are there any other charges that are not listed in this proposal Yes _____ No _____

If yes, please explain in detail the amount to be charged:

Does the Concentration Account fall within the guidelines for the Florida Treasurer's
Public Depository Program (Chapter 280 FSA): Yes _____ No _____

If no, please explain:

If the Concentration account requires a separate overnight repurchase agreement,
is the Repo account covered under the Florida Treasurer's
Public Depository Program? Yes _____ No _____

Please attach a copy of agreement.

**Town of Loxahatchee Groves, FL.
Proposal Form C
Banking Services RFP# 2012-002**

SCHEDULE OF AVAILABLE SERVICES

Required Services:

- Concentration Account with Zero-balance Sub-accounts
- Investment in Repurchase Agreement
- Online Treasury/Cash Management Service
- EFT Transfers
- ACH debits/credits/Fraud Protection
- Return Checks
- Stop Payments
- Wire Transfers
- CD ROM Images
- Monthly Statement and Analysis
- Earnings Credit
- Positive Pay
- Public Depository Qualification

Optional Services:

- Deposit Reconciliation
- Full or Partial Account Reconciliation
- Custodial Service
- Remote Check Image
- Employee Benefits
- Safe Deposits
- Electronic Bill Pay
- Controlled Disbursements
- Other Services, please define:

Town of Loxahatchee Groves
Proposal Form D

BANK FEE ESTIMATE
Banking Services RFP# 2012-002
Operating account activities, monthly volume FY11 (Last 4 months)

OPERATING ACCOUNT						
Unit price	Description	Oct	Nov	Dec	Jan	Total
	Acct Maint					
	Zero bal - Master					
	Items paid					
	Deposits credited					
	CD Rom paid items					
	Automated transfers Dr.					
	Currency In					
	Cash Mgmt transfers Cr.					
	Wire Transfer in					
	ACH Credits received					
	Outgoing internet wire					
	Deposit return					
	ACH debit received					
	Balance reporting base fee					
	Balance reporting accounts					
	Balance reporting transactions					
	Stop payment base fee					
	Currency verification					
	CD Rom base fee					
	ACH block/filtering					
	FDIC charge					
	ACH CR transactions					
	ACH DR transactions					
	Acct recon base fee					
	Maint Void adds					
	Items deposit on us					
	Items deposit local					
	Items deposit transit					
	Total fees					

Note:

The data above represent actual activities; please enter your proposed unit price for the services indicated, as if the Town were banking with your firm. (enter NA if the service is not available, zero for no charge)
The Town provides no guarantee of such volume as conditions or arrangements may change depending on the circumstances or selected services.

Town of Loxahatchee Groves
Proposal Form E

Banking Services RFP# 2012-002
Other information

a. Interest Rates (last four months):

	<u>Earnings Credit</u>	<u>Repurchase</u>
Oct	_____	_____
Nov	_____	_____
Dec	_____	_____
Jan	_____	_____

Required reserve before calculation of earnings credit is: _____
Please describe how earnings credit will be calculated from daily ledger balance:

b. Set Up Requirements

_____ Initial set up fees, if any, please specify:

_____ Special equipment, please define the equipment and the cost of each:

**c. If recommended account structure is different than the one stated in Sec. 2,
please explain the recommendation and how it will benefit the Town:**

Town of Loxahatchee Groves
Exhibit G

Banking Services RFP# 2012-002

Estimates of Volume

Number of checks issued (annual)

Volume
600 - 800

Town's current banking information

Information regarding the Town's monthly transactions and daily cash balances for the last three months is provided in the Proposal Form D and Exhibit B. Please review the Town's data and prepare a fee estimate, using your proposed fee schedule, based on the volume indicated in the total column. Please present the alternative account structure that optimizes the cost saving but still meets the Town's needs for the required services in Proposal Form E. If you wish to have the files in electronic form, please contact Town Hall at (561) 793-2418.

The Town currently has the following accounts: one master account for operating. The activities that go through the operating account include all cash and check deposits, accounts payable disbursements, ACH debits and credits, return checks, stop payments.

The Town pays vendors payments twice monthly. Average number of checks issued is 25 to 50 per month.

Town of Loxahatchee Groves
Exhibit H

Banking Services RFP# 2012-002
Bank daily balances (last 4 months)

	Oct	Nov	Dec	Jan
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

Average _____

840 N.E. Stokes Terrace
Jensen Beach, Florida 34957
Telephone: 772.233.1511

William F. Underwood, II
Managing Partner
Email: umsg@att.net

MEMORANDUM

To: Honorable Mayor and Town Council
From: William F. Underwood, II, Managing Partner 
Date: February 2, 2012
Subject: Background on Bond Indebtedness to OGEM Town Roadway System

We have been asked to provide information and a limited analysis on the possibility and under what circumstances the Town of Loxahatchee Groves could issue debt for the project of installing OGEM on the Town's roadway system. This memorandum is not intended to be a comprehensive analysis for the Town of Loxahatchee Groves in its work toward implementing a funding structure for the roadway improvements requested.

Capital projects funded by the gas tax revenue bonds reflect a commitment by the Town Council to correct roadway system problems as well as protect the quality of life.

Like getting a home mortgage, the decision to delve into the capital markets to acquire funds for infrastructure projects is a serious proposition, not to be taken lightly. The decision to borrow funds from the capital markets versus an intra-governmental loan or pay-as-you-go should be undertaken only after determining the potential fiscal impact of the financing methods.

Under Florida State Statute 166.111, the Town has the authority to borrow funds under various conditions. FSS 166.111 provides for the "Authority to borrow.—The governing body of every municipality may borrow money, contract loans, and issue bonds as defined in s. 166.101 from time to time to finance the undertaking of any capital or other project for the purposes permitted by the State Constitution and may pledge the funds, credit, property, and taxing power of the municipality for the payment of such debts and bonds."

However, there appears to be a conflict within the Town's Charter between Section 6. Budget and Appropriation paragraphs (5) BONDS; INDEBTNESS and (6) REVENUE BONDS; LEASE-PURCHASE CONTRACTS attached hereto. I would recommend you seek the opinion of the Town Attorney in providing legal guidance regarding the Town's Charter.

Until an answer to the prior question is provided, I can provide you with some very preliminary thoughts regarding the issuance of debt for the stated purpose. Municipalities within the State can issue debt in two forms.

Tax-free revenue bonds are, in my professional opinion, the majority of debt issued by local governments in the State. Tax-free revenue bonds have also been construed to mean a governmental covenant to "budget and appropriate" sufficient funds, **excluding** the full faith and credit provision of ad valorem taxation, to meet the debt service requirement of a borrowing.

- This form of indebtedness does not generally require a vote of the electorate; however, in some local governments, their charter requires a referendum vote.

- Funding for this type of debt is provided through the governmental pledge of any or all specific revenue sources except ad valorem taxes to pay the principal and interest of the debt.

The second form of debt is through the issuance of tax-free ad valorem tax bonds.

- This form of indebtedness requires, pursuant to Florida State Statute, an affirmative vote of the electorate in a referendum.
- Funding for this type of debt is provided by the establishment of a specific millage rate to pay the principal and interest of the debt.

The foregoing analysis provides some insight into the proposition of bonding the gas tax funds versus a Pay-As-You-Go or combination of funding scenarios for the Town's roadway projects.

- The Town currently has no outstanding debt
- The Town has a CIP budget of \$1 million
- The Town Council needs to prioritize roadway surfacing
- The Town has Gas Tax revenues of about \$358,449
- The Town has not dedicated any current or future Gas Tax Funds
- Approximate cost to OGEM one (1) average mile of the roadway system is about \$177,000
- The Town would like to piggyback the OGEM installation through the recently issued contract to achieve cost efficiencies.

In order to facilitate road surfacing in conjunction with the LGWCD contract, the Town needs to take several actions.

1. Prioritize the roads to surface
2. Determine how the Town Council can enter into debt, if applicable
3. Adopt a resolution of "intent to reimburse" the Town, itself from the proceeds of a future debt issuance, if applicable
4. Determine how much gas tax and other revenue funding the Town wants to appropriate for the payment of principal and interest
 - a. \$1 million will surface about 5.65 miles
5. The Town can anticipate pledging all gas tax revenues for a period of 10 years in return for about \$2.7 million in immediate funding.
 - a. The funds remaining to perform other roadway work would be about \$73,000 annually. Additional roadway work would come from other funding sources.

The Town could anticipate surfacing approximately 20 miles of the roadway system, if the Town Council borrowed funds in the amount of \$2.7 million, and they dedicated the entire CIP Fund in the amount of \$1 million for roadway surfacing.

Other actions the Town may wish to undertake is the creation and adoption of a debt policy, and performing a debt capacity analysis which UMSG has the expertise to perform if so authorized.

Item 9f.
**Red Light at Okeechobee
Blvd & D Road**

Mark Kutney

From: Jess Santamaria <JSantama@pbcgov.org>
Sent: Friday, January 27, 2012 5:02 PM
To: Mark Kutney
Subject: RE: FW: Loxahatchee Groves issues on Okeechobee Blvd

Mr. Kutney,

I checked with George Webb, he said we are expecting the Town to provide the plans. The Town will need to hire a consultant. Once the plans are approved and all permits in hand (including from the Drainage District) the Town could piggyback off our signal construction contract to get the signal built. We will then operate and maintain.

Please let me know if you have any additional questions.

Thanks and have a great weekend!

Johnnie Easton

From: Mark Kutney [mkutney@loxahatcheegroves.org]
Sent: Thursday, January 26, 2012 10:13 AM
To: Johnnie Easton
Subject: FW: FW: Loxahatchee Groves issues on Okeechobee Blvd

Dear Johnnie:

Thank you for your response to Councilman Jarriel. On Councilman's Jarriel's behalf, he asked that I inquire if the County is expecting the Town to provide approvable plans or will the County prepare the appropriate plans through one of its vendors and the Town assist the County in completing the installation of the signal.

Please advise and thank you for your attention to this matter.

Best regards,

Mark A. Kutney, AICP, ICMA-CM
Town Manager



TOWN OF LOXAHATCHEE GROVES

14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470
(561) 793-2418: Phone
(561) 793-2420: Fax
www.loxahatcheegroves.org

From: Sharon [mailto:ronnj1@aol.com]
Sent: Friday, January 20, 2012 3:00 PM
To: mkutney@loxahatcheegroves.org
Subject: Fwd: FW: Loxahatchee Groves issues on Okeechobee Blvd

-----Original Message-----

From: Johnnie Easton <JEaston@pbcgov.org>
To: rjarriel <rjarriel@loxahatcheegroves.org>
Cc: shainline <shainline@loxahatcheegroves.org>
Sent: Fri, Jan 20, 2012 2:28 pm
Subject: FW: Loxahatchee Groves issues on Okeechobee Blvd

Ron,

See response from George Webb below.



Johnnie R. Easton
Administrative Assistant
Palm Beach County District Six
Commissioner Jess R. Santamaria
Tel (561) 355-6300
Fax (561) 355-4366
Email: jeaston@pbcgov.org

From: George Webb
Sent: Friday, January 20, 2012 2:02 PM
To: Johnnie Easton
Cc: Tanya McConnell N.; Dan Weisberg; Cathy Stewart
Subject: Loxahatchee Groves issues on Okeechobee Blvd

- 1) Staff has determined that a signal can be installed at D Road. We will be able to issue a permit for a new signal if approvable plans are provided to our office.
- 2) Staff has determined that the existing speed limit on Okeechobee Boulevard is appropriate and that there should be no adjustment to the existing posted speed.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.