



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING AGENDA
FINAL MILLAGE/BUDGET
Tuesday, September 23, 2014

Mayor David Browning (Seat 4)

Vice Mayor Ronald D. Jarriel (Seat 1)

Councilman Tom Goltzené (Seat 5)

Councilman Ryan Liang (Seat 3)

Councilman Jim Rockett (Seat 2)



Town of Loxahatchee Groves Town Council Meeting

Tuesday, September 23, 2014 - 7:00 p.m. to 10:30 p.m.

(Times established by Resolution No. 2014-08... commencing at 7:00 p.m., and ending no later than 10:30 p.m., which can be extended by motion of the Council.)

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

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

Town Manager Mark Kutney
Town Clerk Janet K. Whipple
Town Attorney Michael D. Cirullo, Jr.

Tentative
Subject to Revision

PUBLIC NOTICE/AGENDA **FINAL MILLAGE AND FINAL BUDGET**

1. OPENING

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

2. CONSENT AGENDA

- a. Consideration for renewal of Tew and Taylor Fiscal Year 2014/2015 Contract for Code Enforcement Related Services.
- b. Consideration for renewal of Frank Schiola's Fiscal Year 2014/2015 Independent Contractor Agreement for Public Works and Solid Waste Consulting Services.

3. PUBLIC COMMENT

Town Council Agenda
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4. **PRESENTATIONS** – *NONE*

5. **COMMITTEE REPORTS** - *NONE*

6. **RESOLUTIONS**

a. **RESOLUTION NO. 2014-12: PUBLIC HEARING / FINAL MILLAGE**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2014-2015, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

b. **RESOLUTION NO. 2014-13: PUBLIC HEARING / FINAL BUDGET**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; ADOPTING FISCAL POLICIES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

7. **ORDINANCES** – *NONE*

8. **ADMINISTRATIVE UPDATE** – *Town Manager Kutney*

9. **OLD BUSINESS**

- a. Update and Discussion of Central Palm Beach County Chamber of Commerce Building.

10. **NEW BUSINESS**

11. **CLOSING COMMENTS**

- a. Public

- b. Town Attorney
- c. Town Council Members

12. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for October 7, 2014.

Comment 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.



Item 2.a.

Consent Agenda

Renewal Tew & Taylor Code Enforcement Agreement

FY 2104/2015

**AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES
AND TEW & TAYLOR, INC., FOR
CODE ENFORCEMENT AND RELATED SERVICES**

This is a Professional Services Agreement, made and entered into this _____ day of _____ 2014, by and between: the TOWN OF LOXAHATCHEE GROVES, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite #2, Loxahatchee Groves, Florida 33470, hereinafter referred to as the "TOWN".

AND

TEW & TAYLOR, INC., a for profit corporation existing under the laws of the state of Florida, with a business address of 1562 Wiltshire Village Drive Wellington, FL 33414.

WITNESSETH:

WHEREAS, TEW & TAYLOR, INC., (TEW & TAYLOR) is currently providing code enforcement services to the Town; and,

WHEREAS, the Town Council finds that it is in the best interest of the Town to contract with TEW & TAYLOR for an additional one (1) year term pursuant to the recommendation of the Town Management.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, TEW & TAYLOR 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 TEW & TAYLOR to perform the Services as described in Exhibit "A", which is attached hereto and incorporated herein by reference.
- 1.3 TEW & TAYLOR shall perform the Services as described in Exhibit "A", which is attached hereto, through its representatives, employees, or agents as may be designated by TEW & TAYLOR.
- 1.4 TEW & TAYLOR 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, TEW & TAYLOR further agrees to:

- 1.5.1. Maintain an adequate staff of qualified personnel at all times to ensure its performance of its obligations pursuant to the terms of this Agreement.
- 1.5.2. Comply within all Federal, State and Local laws or ordinances applicable to the performance of its obligations pursuant to the terms of this Agreement.
- 1.5.3. Cooperate fully with the TOWN in the scheduling and coordination of all services performed pursuant to the terms of this Agreement.
- 1.5.4. 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

TEW & TAYLOR 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 TEW & TAYLOR's work for the 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 TEW & TAYLOR shall be compensated as follows:

- 3.1 TEW & TAYLOR shall provide the Services set forth in Exhibit "A", which is attached hereto and incorporated herein by reference, at the rate of Forty-Five Dollars (\$45.00) an hour, with no minimum. The total compensation authorized under this Agreement is Thirty Five Thousand Dollars (\$35,000.00). No payments in excess of \$35,000.00 shall be made to TEW & TAYLOR unless approved by the TOWN Council, and in the event TEW & TAYLOR performs services that exceed \$35,000 without the prior approval of the TOWN Council, such shall be done at its sole risk and there shall be no guarantee of payment for such services that exceed \$35,000 and were not previously approved.
- 3.2 Should it be necessary for the TOWN to engage TEW & TAYLOR for services provided at times other than Business Hours as defined in Exhibit "A", Section I(B), the rate charged by TEW & TAYLOR shall be
- 3.3 Sixty-Seven Dollars and Fifty Cents (\$67.50) an hour.
- 3.4 TEW & TAYLOR shall invoice TOWN OF LOXAHATCHEE GROVES on a monthly basis. TOWN OF LOXAHATCHEE GROVES shall pay TEW & TAYLOR within thirty (30) days of receipt of the invoice.

- 3.5 TEW & TAYLOR 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 an correct entries as to personnel hours charged for which TEW & TAYLOR receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by TOWN, or its authorized representatives.

ARTICLE 4- TERM OF AGREEMENT

- 4.1 This Agreement shall be deemed to have commenced on October 1, 2014, and shall continue in full force and effect until midnight, September 30, 2015.
- 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 TEW & TAYLOR or TOWN is provided pursuant to the notices provision of this Agreement.

ARTICLE 5- INDEMNIFICATION

TEW & TAYLOR shall, at all times hereafter, indemnity 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 TEW & TAYLOR, 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 the TOWN'S rights, privileges and immunities as set forth in Florida Statutes 768.28.

ARTICLE 6- INSURANCE

- 6.1 TEW & TAYLOR shall provide and maintain in force at all times during the Agreement with the 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 TEW & TAYLOR, and in the amounts and coverages as set forth in its Summary of Insurance attached hereto as Exhibit "B."
- 6.2 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 Either party may terminate this Agreement for convenience upon providing fourteen (14) days written notice to the other party. In the event this Agreement

is terminated for convenience, TEW & TAYLOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, TEW & TAYLOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement unless specifically authorized by the TOWN, for which TEW & TAYLOR will be compensated.

- 7.2 Notice of termination shall be provided in accordance with the Notices section of this Agreement, except that notice of termination by the Town Manager which the 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 the TOWN be liable to TEW & TAYLOR 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 TEW & TAYLOR:

Beverly A. Tew, President TEW & TAYLOR INC.
1562 Wiltshire Village Drive Wellington, FL 33414
Telephone: (561) 252-6440
Facsimile: (561) 791-9667

TO TOWN OF LOXAHATCHEE GROVES:

Mark Kutney, 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:

Michael D. Cirullo, Jr., Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 333080
Telephone: (954) 771-4500 / Facsimile: (954) 771-4923

ARTICLE 9- MISCELLANEOUS PROVISIONS

- 9.1 **ASSIGNMENT AND SUBCONTRACTING.** TEW & TAYLOR shall not have the right to assign this Agreement unless prior written approval is obtained from the Town Manager. Any assignment without the prior written consent of the Town Manager shall be grounds for termination of this Agreement. TEW & TAYLOR may use subcontractors to perform specialized services pursuant to this Agreement, provided that TEW & TAYLOR shall notify the Town Manager in writing of their names and credentials.
- 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 TEW & TAYLOR, whether finished or unfinished shall become the property of TOWN and shall be delivered by TEW & TAYLOR to the Town Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to TEW & TAYLOR shall be withheld until all documents are received as provided herein.
- 9.3 **AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.** The TOWN shall have the right to audit the books, records and accounts of TEW & TAYLOR that are related to this Agreement. TEW & TAYLOR shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. TEW & TAYLOR shall preserve and maintain 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 TEW & TAYLOR 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 TEW & TAYLOR's expense. TEW & TAYLOR shall comply with inspection and reproduction obligations of Florida law relating to public records in its possession. If any audit has been initiated an 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 TEW & TAYLOR's records, TEW & TAYLOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TEW & TAYLOR. 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.

- 9.4 TEW & TAYLOR shall, upon request from the Town, provide the Town with public records that may be requested from the Town in order to provide the public with access to such public records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the TOWN, at no cost, all public records in possession of the TEW & TAYLOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt.
- 9.5 In addition, TEW & TAYLOR 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, TEW & TAYLOR shall provide a complete copy of all working papers to TOWN, prior to final payment, in accordance with this Agreement and the Schedule for TEW & TAYLOR's services.
- 9.6 **POLICY OF NON DISCRIMINATION.** TEW & TAYLOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. TEW & TAYLOR 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.
- 9.7 **DRUG-FREE WORKPLACE.** TEW & TAYLOR shall maintain a drug free workplace.
- 9.8 **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.
- 9.9 **SEVERABILITY.** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 9.10 **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.
- 9.11 **INDEPENDENT CONTRACTOR.** TEW & TAYLOR is an independent contractor under this Agreement. Services provided by TEW & TAYLOR

pursuant to this Agreement shall be subject to the supervision of TEW & TAYLOR. In providing such services, neither TEW & TAYLOR 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.

- 9.12 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 in writing by the President of TEW & TAYLOR and the Town Manager of the TOWN.
- 9.13 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.
- 9.14 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.
- 9.15 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL. TEW AND TAYLOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from TEW AND TAYLOR and, any, if applicable, subcontractors and lower tier subcontractors. TEW & TAYLOR understands and agrees that in addition to all other remedies and consequences provided by law, failure of TEW AND TAYLOR or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. TEW AND TAYLOR shall be responsible for all costs incurred by it as a result of any review involving it by the Inspector General; and, in the event of an adverse determination caused by TEW AND TAYLOR, or if applicable, subcontractors and lower tier subcontractors. TEW AND TAYLOR shall be responsible for the TOWN'S costs of such Inspector General review.

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

David Browning, Mayor

TEW & TAYLOR, INC.

Beverly Tew, President

Secretary (CORPORATE SEAL)

ATTEST:

Janet K. Whipple, Town Clerk

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.,
Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized to administer oaths, personally appeared _____ of TEW & TAYLOR, INC., who is personally known to me or has produced _____ as identification, and who executed the foregoing Agreement as the proper official of TEW & TAYLOR, INC., 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 in the State and County aforesaid on this _____ day of _____, 2014.

Notary Public

My Commission Expires:

EXHIBIT "A"

SCOPE OF SERVICES

TEW & TAYLOR will perform the following services based on the scope of work the Town requires:

I. Code Enforcement

- A. TEW & TAYLOR will provide to the Town Code Enforcement Personnel on an as needed basis, to enforce the Town's Code of Ordinances to attain compliance with the Town's Code of Ordinances as requested by the Town Manager.
- B. TEW & TAYLOR will provide services, as needed, during the hours of Monday through Saturday 8:00 a.m. – 5:00 p.m. ("Business Hours")
- C. TEW & TAYLOR will investigate a complaint during Business Hours, within twenty four (24) hours of receipt from the TOWN so long as such occurs during Business Hours. No investigation shall occur outside of Business Hours without the approval of the Town Manager. TEW & TAYLOR will respond after hours, on Sundays, or short notice upon the direction of the Town Manager contingent on availability.
- D. TEW & TAYLOR personnel shall write courtesy notices, warnings and or violations as appropriate and directed by the Town Manager to attain compliance with the Code.
- E. TEW & TAYLOR will provide Code Enforcement personnel to attend Code Enforcement meetings in order attain Code Compliance as necessary on an hourly fee basis as found herein.
- F. TEW & TAYLOR will provide the necessary experts, including Certified Building Code Inspectors, Plans Examiners and Building Officials to attend meetings and do inspections to ensure "Code" Compliance as requested by the Town Manager on an hourly basis as found herein.

MEETING ATTENDANCE

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 as set forth in Paragraph 3.1 of the Agreement.

EXHIBIT "B" INSURANCE



Item 2.b.

Consent Agenda

Renewal Frank Schiola Agreement

Public Works & Solid Waste Consulting Services

FY 2014/2015

INDEPENDENT CONTRACTOR AGREEMENT
FOR PUBLIC WORKS AND SOLID WASTE CONSULTING SERVICES

THIS AGREEMENT, dated the ____ day of _____, 2014, is by and between:

TOWN OF LOXAHATCHEE GROVES, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite #2, Loxahatchee Groves, Florida 33470, hereinafter referred to as "TOWN";

AND

FRANK SCHIOLA, an individual, with an address of 13434 Marcella Blvd., Loxahatchee Groves, Florida 33470, hereinafter referred to as "CONSULTANT". TOWN and CONSULTANT may herein after collectively be referred to as the "Parties".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

WHEREAS, the TOWN and CONSULTANT had entered into an Agreement for CONTRACTOR to provide public works services and monitor solid waste services provided by the TOWN's solid waste collection and disposal franchise holder; and

WHEREAS, CONSULTANT has demonstrated specific knowledge, skills, abilities, experiences and expertise in the area of public works services and solid waste monitoring that benefits the TOWN, and has been available to and assisted TOWN Management in addressing complaints in similar matters; and

WHEREAS, the Town desires to enter into this Agreement with the CONSULTANT in order to continue using him as authorized by the TOWN Manager to provide public works services, monitoring services, and other assistance to the TOWN on other matters ; and

WHEREAS, the Town Council finds that this agreement serves a public and municipal purpose, and is in the best interest of the health, safety, and welfare of the residents and businesses of the Town.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

- 1.1 RECITALS: Each whereas clause set forth above IS true and correct and herein incorporated by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

- 2.1 CONSULTANT hereby agrees to perform and provide Services for the TOWN on a personal service basis, as directed by the Town Manager and as further enumerated in the Scope of Services which are attached hereto as Exhibit "A" and incorporated herein by reference. Included in the Scope of Services are the reporting requirements that the CONSULTANT shall provide to the TOWN regarding the services provided pursuant to this Agreement.
- 2.2 In providing the personal services to the TOWN, CONSULTANT shall provide regular reports as described in Exhibit "A" to the Town Manager or his designee. In providing services relating to monitoring solid waste collection and disposal services, CONSULTANT shall not communicate with the TOWN's solid waste collection and disposal franchise holder, unless authorized, in writing, by the Town Manager, or his designee.
- 2.3 CONSULTANT shall furnish all personal services, equipment and materials necessary and as may be required in the performance of this Agreement.
- 2.4 CONSULTANT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the personal knowledge, experience and ability to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.5 TOWN agrees to assist and cooperate with CONSULTANT in the performance of this Agreement by providing CONSULTANT with all necessary information required in the performance of CONSULTANT's services hereunder.

ARTICLE 3
TERM AND TERMINATION

- 3.1 This Agreement shall commence on October 1, 2014 ("Commencement Date") for a term ending September 30, 2015 (the "Term"). This Agreement may be renewed for additional terms upon the mutual consent of the parties.
- 3.2 This Agreement may be terminated by either Party upon providing fourteen (14) calendar days written notice. Upon termination, CONTRACTOR shall cease all work performed hereunder and TOWN shall pay to CONTRACTOR any earned and unpaid portion of the compensation due CONTRACTOR pursuant to Article 4.

ARTICLE 4
COMPENSATION

- 4.1 TOWN agrees to compensate CONSULTANT for all services performed by CONSULTANT on an hourly basis at a fee of Twenty Six Dollars and Twenty-Five Cents (\$26.25) per hour.
- 4.2 The total compensation authorized under this Agreement is Twenty Five Thousand Dollars (\$25,000.00). No payments in excess of \$25,000.00 shall be made to CONSULTANT unless approved by the TOWN Council, and in the event CONSULTANT performs services that exceed \$25,000.00 without the prior approval of the TOWN Council, such shall be done at his sole risk and there shall be no guarantee of payment for such services that exceed \$25,000.00 and were not previously approved.
- 4.3 The TOWN shall not be responsible for any other expenses for the CONSULTANT's services provided pursuant to this Agreement.
- 4.4 CONSULTANT will invoice the Town monthly for services provided under this Agreement, and approved amounts will be paid within thirty (30) days of receipt of such invoice.
- 4.5 Payment will be made by TOWN to CONSULTANT at the address provided in Article 6 herein below, unless otherwise directed in writing by CONSULTANT.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

TOWN or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be mutually agreed to and contained in a written amendment, executed by the Parties hereto.

ARTICLE 6
MISCELLANEOUS

- 6.1 CONSULTANT shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town Manager.
 - 6.1.1. CONSULTANT shall provide and maintain in force at all times during the Agreement with TOWN, such insurance, including Workers' Compensation (or written personal exemption statement) and Automobile Liability Insurance as will support Consultant's indemnification of the TOWN OF LOXAHATCHEE GROVES as provided in Section 6.2 of this Agreement.

- 6.1.2. Workers' Compensation Statutory limits with \$100,000.00 Employers Liability, unless CONSULTANT provides a written statement to the TOWN claiming to be exempt from workers compensation insurance requirements.
- 6.1.3. Personal 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 with a combined limit of not less than \$100,000.00 per occurrence.
- 6.1.4. Prior to commencement of work under this Agreement (and during any extended term of the Agreement), Consultant will provide a copy of his current insurance policy(ies) that confirm the above coverages together with a written statement from Consultant to provide 30 days prior written notice to the Town of Loxahatchee Groves if any notice of non-renewal or cancellation is received.

6.2 Indemnification.

- 6.2.1. CONSULTANT shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts or negligent act of CONSULTANT in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of, or in connection with, the performance by CONSULTANT pursuant to this Agreement.
- 6.2.2. The Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent contractor under this Agreement and not the TOWN's employee for any purposes. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided.

6.4 Assignments; Amendments.

- 6.4.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of the TOWN.

- 6.4.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.
- 6.5 No Contingent Fees. CONSULTANT warrants that it has not paid or agreed to pay any person or entity any consideration contingent upon or resulting from the award or making of this Agreement.
- 6.6 Notice. 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. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

TO CONSULTANT:

Frank Schiola
13434 Marcella Blvd.
Loxahatchee Groves, FL 33470
Telephone: (561) 561-722-4403
e-mail: fschiola@loxahatcheegrovesfl.gov

TO TOWN OF LOXAHATCHEE GROVES:

Mark Kutney, 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:

Michael D. Cirullo, Jr., Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 333080
Telephone: (561) 276-9400 / Facsimile: (954) 771-4923

- 6.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 6.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

- 6.9 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 6.10 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.
- 6.11 Attorney's Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.
- 6.12 Extent of Agreement. This Agreement represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations representations or agreements, either written or oral.
- 6.13 Records. CONSULTANT shall keep books and records to record complete and correct entries as to hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. CONSULTANT shall, upon request from the Town, provide the Town with public records that may be requested from the Town in order to provide the public with access to such public records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the TOWN, at no cost, all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt.
- 6.14 Waiver. Any failure by CONSULTANT to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and CONSULTANT may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 6.15 Palm Beach County Office of The Inspector General. CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from CONSULTANT and, any, if applicable, subcontractors and lower tier subcontractors. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, failure of CONSULTANT or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this

Agreement. CONSULTANT shall be responsible for all costs incurred by it as a result of any review involving it by the Inspector General; and, in the event of an adverse determination caused by CONSULTANT, or if applicable, subcontractors and lower tier subcontractors. CONSULTANT shall be responsible for the TOWN'S costs of such Inspector General review.

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

David Browning, Mayor

CONSULTANT

Frank Schiola

ATTEST:

Janet K. Whipple, Town Clerk

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
Town Attorney

WITNESSES:

Signature

Signature

Printed Name

Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and acknowledgments, personally appeared FRANK SCHIOLA, and acknowledged executing the foregoing Agreement for the use and purposes mentioned therein.

IN WITNESS OF THE FOREGOING I have set my hand and official seal at and in the State and County aforesaid on this _____ day of _____, 2014.

Notary Public

My commission expires:

____ Personally known
____ Produced identification

Type of identification produced

EXHIBIT "A" SCOPE OF SERVICES

Background: The Town will provide notice to the public of a telephone number with voicemail backup, and an e-mail address to receive individual and business resident complaints regarding the Town's solid waste collection and disposal franchise holder. A written list and summary of such complaints will be provided to Consultant no later than the end of the next business day via the e-mail address provided in Section 6.6.

The Consultant shall provide the following Services as authorized and requested by the Town Manager:

1. Perform field monitoring by travelling throughout the Town of Loxahatchee Groves and taking note of any accumulation of garbage, vegetative waste, or recyclable materials that appear not to have been collected by the Town's solid waste collection and disposal franchise holder.
2. Record the location and address of any accumulation of solid waste, garbage, vegetative waste, or recyclable materials.
3. Provide an e-mail report to the Town Manager on a weekly basis, documenting the Consultant's activities, observations, recommendations, and time incurred in performing the Consultant's obligations pursuant to this Agreement. The time the Consultant incurs shall include the time the Consultant spends preparing any reports and providing any pictures or other documentation as requested by the Town Manager.
4. Provide copies of any written complaints that individual and/or business residents have submitted to Consultant with respect to solid waste collection and disposal services within the Town.
5. Assist the Town, upon the written request of the Town Manager, with any additional investigative services and participation in meetings related to solid waste collection and disposal services provided by the Town's solid waste collection and disposal franchise holder.
6. Assist the Town on matters pertaining to public works and transportation services as requested by the Town Manager, including responding to complaints from residents and property owners received by the Town, and when deemed necessary by the Town Manager provide written reports.
7. For the purpose of this agreement, Public Works services include but are not limited to solid waste monitoring, code enforcement support related to manure hauling and similar issues, traffic sign maintenance and erection, roadway maintenance and related transportation issues, facilities maintenance and emergency management activities.



Item 6.a.

RESOLUTIONS

Resolution No. 2014-12 Final Millage

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2014-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2014-2015, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 11, 2014, the Town Council conducted a public hearing and adopted a tentative budget, which included the estimated expenses and revenues for the Town of Loxahatchee Groves, Florida (the "Town"), for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and also containing certain recommendations as to the amounts necessary to be appropriate for funding the activities of the Town for the ensuing year; and

WHEREAS, pursuant to Chapter 200, Florida Statutes, as amended (the "Statute") a method is prescribed for fixing the millage for the purpose of establishing the basis for the collection of said funds; and

WHEREAS, the Town, pursuant to Florida law, conducted a public hearing on September 11, 2014, and adopted Resolution 2014-10, which established the Town's tentative millage rate for the Fiscal Year 2014-2015 at 1.500 mills, an increase of 36.9% from the 2013-2014 rolled-back millage rate of 1.0954 mills, and set the second public hearing for adoption of the Town's millage rate for the Fiscal Year 2014-2015 for September 23, 2014; and

WHEREAS, on September 23, 2014, the Town Council conducted its duly noticed public hearing, notice of which was published on September 19, 2014, to adopt its Final Millage Rate for

the Fiscal Year 2014-2015;

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

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

Section 2. The requisite advertisements, public hearings, and resolutions necessary to establish the Town millage rate have been conducted and prepared as required by Florida Law.

Section 3. Pursuant to the Statute, the first public hearing was held on September 11, 2014, at 7:00 p.m., at the Loxahatchee Groves Water Control District Headquarters, in the Town of Loxahatchee Groves, Florida; and, a second and final public hearing was held on September 23, 2014, at 7:00 p.m., at the Loxahatchee Groves Water Control District Headquarters, in the Town of Loxahatchee Groves, Florida.

Section 4. After the conduct of said hearings, and compliance with all of the requirements of the Statute referred to herein, the Town Council hereby establishes and adopts the millage rate for the Fiscal Year 2014-2015 of _____mills, an increase/decrease of _____% from the 2013-2014 rolled-back millage rate of _____ mills.

Section 5. A certified copy of this Resolution shall be furnished to the Palm Beach County Property Appraiser, the Palm Beach County Tax Collector, and to the State of Florida Department of Revenue so that appropriate and lawfully available revenues may be collected and furnished to the Town as provided by General Law.

Section 6. 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 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 23RD DAY OF SEPTEMBER, 2014.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Mayor David Browning

Vice Mayor Ronald D. Jarrell

APPROVED AS TO LEGAL FORM

Council Member Tom Goltzené

Office of the Town Attorney

Council Member Ryan Liang

Council Member Jim Rockett



Item 6.b.

RESOLUTIONS

Resolution No. 2014-13 Final Budget

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2014-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; ADOPTING FISCAL POLICIES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on September 11, 2014, the Town Council conducted a public hearing and adopted Resolution 2014-11, which approved a Tentative Budget for the Fiscal Year beginning October 1, 2014, which included the estimated expenditures and revenues of the Town for the ensuing year, with detailed information, including revenues to be delivered from sources other than ad valorem levy, and recommendations have been made as to the amount necessary to be appropriated for the ensuing year, and set September 23 2014, for the second public hearing for adoption of the Town's Final Budget for the Fiscal Year beginning October 1, 2014; and,

WHEREAS, on September 23, 2014, the Town conducted its duly noticed public hearing, notice of which was published on September 19, 2014, to adopt its final budget for the Fiscal Year beginning on October 1, 2014.

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 requisite advertisements, public hearings, and resolutions necessary to establish the Town millage rate have been conducted and prepared as required by Florida Law.

Section 3. The budget estimates, a copy of which are attached hereto and expressly made a part hereof as **Exhibit "A,"** are hereby adopted as the 2014-2015 Fiscal Year Budget and shall be in full force and effect for the fiscal year of the Town commencing on October I, 2014, and terminating on September 30, 2015.

Section 4. The revised Town fiscal policies, a copy of which is attached hereto and more particularly set forth in Exhibit "B", are hereby adopted.

Section 5. The provisions of this Resolution shall not be deemed to be a limitation of the power granted to the Town by the Town Charter and which relate to the fiscal management of the Town's funds.

Section 6. From time-to-time, the Town may transfer from one fund, account, or department, to another as the necessity for the same may occur without being required to amend the terms and provisions of this Resolution.

Section 7. The Town has adopted its Fiscal Year 2014-2015 millage rate of **1.500 mills.**

Section 8. 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 9. All resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 10. This Resolution shall become effective immediately upon its passage and

adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPON SECOND PUBLIC HEARING THE 23RD DAY OF SEPTEMBER, 2014.

ATTEST

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Janet K. Whipple, Town Clerk

Mayor David Browning

Vice-Mayor Ronald D. Jarriel

Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Ryan Liang

Council Member Jim Rocket

EXHIBIT "A"
(BUDGET ESTIMATE)

{00037760.1 1574-0702400 }



Recommended Revenue Estimates and Appropriations for Fiscal Year 2014-15

General Fund		
Estimated Revenues		
Acct	Account	Council Adopted
001-311-100-000	Ad Valorem Taxes	283,661
	Taxes - Ad Valorem Taxes Subtotal	283,661
001-314-100-000	Electric Utility Tax	203,000
001-315-100-000	Communications Services	103,352
001-316-200-000	County Occupational License	5,000
	Taxes Subtotal	311,352
001-323-100-000	FPL Franchise Fee	185,000
001-323-125-000	Haulers Licensing Fee	-
001-323-300-000	PBC Water Utility Franchise	5,050
001-329-100-000	Planning & Zoning Permit	2,000
	Permits, Franchise Fees & Special Subtotal	192,050
001-335-120-000	State Revenue Sharing	90,689
001-335-180-000	Half Cent Sales Tax	243,375
	Intergovernmental Revenue Subtotal	334,064
001-341-000-000	General Government Charges	4,000
001-343-349-000	Cost Recovery Fees	35,000
	Charges for Services Subtotal	39,000
001-351-100-000	Court Fines	-
001-354-100-000	Code Enforcement Fines	300
	Judgments, Fines & Forfeits Subtotal	300
001-361-100-000	Interest	200
001-369-000-000	Other Misc. Income	1,000
	Other Misc. Revenue Subtotal	1,200
001-381-305-000	Transfer from CIP Fund	1,000,000
001-382-100-000	Transfer from Solid Waste Fund	-
001-399-000-000	Transfer from Fund Balance	-
	Other Non-operating Sources Total	1,000,000
Grand Total Revenue		2,161,627



Recommended Revenue Estimates and Appropriations for Fiscal Year 2014-15

General Fund Appropriations

	Account	<i>Council Adopted</i>
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Legislative

001-511-310-000	Professional Services	650
001-511-400-000	Travel	3,000
001-511-420-000	Postage & Freight - (was legal Advertising)	-
001-511-492-000	Other Operating Expenses	1,500
001-511-499-000	Other Current Charges - Council Reimbursement	30,000
001-511-500-000	Education & Training	1,000
001-511-510-000	Office Supplies	300
001-511-520-000	Operating Supplies	300
001-511-540-000	Books, Publications & Subscriptions	1,935
001-511-820-000	Special Events/Contributions	4,000
	Legislative Total	42,685

Executive

001-512-340-000	Other Services	269,653
001-512-400-000	Travel	1,500
001-512-410-000	Communication Services - Moved to Gen Govt.	-
001-512-420-000	Postage & Freight	1,000
001-512-490-000	Legal Advertising - (NEW)	500
001-512-492-000	Other Operating Expenses	944
001-512-493-000	Election Expense	8,010
001-512-510-000	Office Supplies	12,000
001-512-521-000	Loxahatchee Groves CERT - Moved to Gen Govt	-
001-512-540-000	Books, Publications & Subscriptions	570
	Executive Total	294,177

Financial and Administrative

001-513-320-000	Accounting and Auditing	18,000
001-513-470-000	Printing and Binding	1,751
001-513-490-000	Legal Advertising	2,000
001-513-491-000	Computer Services	11,919
001-513-493-000	Election Expense - moved to Executive	-
	Financial & Administrative Total	33,670

Legal

001-514-310-000	Professional Services	90,000
001-514-312-000	Legal Comprehensive Plan	-
	Legal Total	90,000

Recommended Revenue Estimates and Appropriations for Fiscal Year 2014-15



General Fund Appropriations

	Account	<i>Council Adopted</i>
Planning and Zoning		
001-515-310-000	Professional Services	40,000
001-515-340-000	Other Services	80,702
001-515-343-000	Planning & Zoning Contract	20,000
001-515-347-000	Comprehensive Plan	-
001-515-349-000	Cost Recovery Expenditure	35,000
001-515-490-000	Legal Advertising	10,000
	Comprehensive Planning & Zoning Total	185,702
Other General Government		
001-519-315-000	Special Magistrate	16,000
001-519-354-000	Code Compliance	38,000
001-519-410-000	Communications Services	6,100
001-519-440-000	Rentals and Leases	34,783
001-519-450-000	Insurance	18,000
001-519-460-000	Repair & Maint - Building	3,600
001-519-470-000	Printing and Binding	-
001-519-480-000	Promotional Activities	-
001-519-490-000	Computer Equip Software & Hardware Repair	5,500
001-519-491-000	Computer Services	7,292
001-519-494-000	Inspector General Office	5,280
001-519-810-000	Aids to Government Agency	
001-519-820-000	Loxahatchee Groves CERT	2,000
001-519-900-000	Transfer to Transportation Fund	-
001-519-910-000	Transfer to Sanitation Fund	-
001-519-920-000	Transfer to Capital Projects	-
001-519-998-000	Transfer to Fund Balance	1,000,000
001-519-990-000	Contingency	81,254
	Other Governmental Services Total	1,217,809
Law Enforcement		
001-521-341-000	Professional Services-PBSO	283,084
001-521-342-000	Contractual-ADDL PBSO	10,500
	Law Enforcement Total	293,584
Public Works		
001-539-340-000	Other Services	4,000
001-541-310-000	Professional Services	-
	Public Works Total	4,000
Grand Total Expenditure		2,161,627

Recommended Revenue Estimates and Appropriations for Fiscal Year 2014-15



Transportation Fund

Estimate Revenues

	Account	Council Adopted
101-312-410-000	1st Local Option Fuel Tax (6c)	250,858
101-312-420-000	2nd Local Option Fuel Tax (5c)	117,768
101-363-990-000	Contribution from General Fund	-
101-399-000-000	Transfer from Fund Balance	412,423
Total Revenue		781,049

Transportation Fund

Appropriations

	Account	Council Adopted
101-541-467-000	Traffic Control Signs-6c	10,000
101-541-468-000	Town Roads Maint.-6c	102,059
101-541-469-000	Road Maintenance District-6c	93,738
101-541-631-000	Road and Streets -new construction-5c	-
101-541-632-000	Special Projects	60,000
101-541-633-000	22nd Road Ditch	
101-541-634-000	Town 148th Terr Bridge (5)/Culvert -5c	-
101-541-636-000	Road and Streets -new construction-6c	
101-541-920-000	Transfer to Capital Projects	515,252
101-541-990-000	Transfer to Fund Balance 5ct.	-
101-541-991-000	Transfer to Fund Balance 6ct.	
Total Expenditure		781,049

Recommended Revenue Estimates and Appropriations for Fiscal Year 2014-15



Capital Improvement Program

Estimated Revenues

	Account	<i>Council Adopted</i>
305-337-300-000	Local Govt Unit Grant - Physical Environ	-
305-363-990-000	Contributions from General Fund	-
305-363-991-000	Contributions from Transportation Fund	555,252
305-399-000-000	Transfer from Fund Balance	1,000,000
Total Revenue		1,555,252

Capital Improvement Program

Appropriations

	Account	<i>Council Adopted</i>
305-541-610-000	Surveying Town Roads	90,374
305-541-620-000	OGEM Collecting Canal Road REMOVED FROM PLAN	-
305-541-630-000	Okeechobee and D Road Traffic Light	290,944
305-541-640-000	Drainage/ was town roads OGEM	25,000
305-541-650-000	Trails	120,000
305-541-652-000	"D" Road to Southern Blvd	-
305-541-654-000	Purchase roads from LGWCD	28,934
305-581-001-000	Inter-fund Transfer Out Gen. Fun	1,000,000
Total Expenditure		1,555,252

Recommended Revenue Estimates and Appropriations for Fiscal Year 2014-15



Solid Waste Fund

Estimated Revenues

	Account	<i>Council Adopted</i>
405-323-125-000	Haulers Licensing Fee - MOVED to GF	-
405-325-205-000	Solid Waste Assessments	431,846
405-325-206-000	Discount Fees	(11,660)
405-343-120-000	SWA Recycling Income	6,700
405-363-990-000	Contributions from General Fund	-
405-399-000-000	Transfer from Fund Balance	14,382
Total Revenue		441,268

Solid Waste Fund

Appropriations

	Account	<i>Council Adopted</i>
405-534-345-000	Contractual - Waste Over	7,000
405-534-346-000	PBC Administration Fee - 1%	4,318
405-534-420-000	Postage & Freight	300
405-534-434-000	Solid Waste Contractor	414,150
405-534-436-000	Other Sanitation Service	15,000
405-534-490-000	Legal Advertising	500
405-534-595-000	TOLG Management Fee	-
Total Expenditure		441,268

**EXHIBIT “B”
(FISCAL POLICIES)**

{00037760.1 1574-0702400 }

Fiscal Policies

The Town of Loxahatchee Groves has adopted a comprehensive series of fiscal policies which embody recognized sound financial management concepts. It is anticipated that these policies will be amended as necessary as part of the Town's annual budget process and reconfirmed each year as a part of budget development.

The fiscal policies are organized under four subject headings:

- General Fiscal Policy presents the overall guidelines for financial and accounting practices, including the basic framework for preparing the Town's operating and capital budgets, maintaining accounting records, and funding services on a non-discriminatory basis.
- Fiscal Policy for Operating Revenue, Expenditures, and Fund Balance/Net Assets outlines the policies for budgeting and accounting for revenue and expenditure requirements, and providing adequate fund balance and net assets in the Town's various operating funds. This section includes several references to capital project funding in relation to the amount and type of support to be provided by the operating funds.
- Fiscal Policy for Investments provides guidelines for investing operating and capital balances.
- Fiscal Policy for Capital Revenue and Expenditures, and Debt Financing directly relates to the resources and requirements of the Capital Improvement Program. Included are overall policies on issuance of debt, as well as specific guidelines applicable to specific fund types.

The Town will normally adhere to these fiscal policies in the conduct of its operations. However, it must be noted that these policies are guidelines and not statutory limitations. Some of the policies, particularly with regard to unassigned fund balance or unrestricted net assets, are designed as goals to be pursued, not necessarily achieved on an annual or ongoing basis. The Town reserves the right to deviate from any or all of the fiscal policies if such action is determined by Town Council to be in the best interest of the Town.

I. GENERAL FISCAL POLICY

A. GENERAL GUIDELINES

1. The Annual Operating Budget of the Town of Loxahatchee Groves, Florida, shall balance the public service needs of the community with the fiscal capabilities of the Town. It is intended to achieve those goals and objectives established by the Council for the next fiscal year. Service programs will represent a balance of services, but with special emphasis on the Town's public safety, environmental health, and economic development. Services shall be provided on a most cost-effective basis.
2. New programs, services, or facilities shall be based on general citizen demand, need, or legislative mandate, and ability of funding.

3. The Town shall provide funding for public services on a fair and equitable basis, and shall not discriminate in providing such services on the basis of race, color, national origin, religion, sex, sexual preference, marital status, age, or disability.

B. SPECIFIC GUIDELINES

1. The Town recognizes that its citizens deserve a commitment from the Town for fiscal responsibility, and that a balanced operating budget is the cornerstone of fiscal responsibility. Operating expenditures will be fiscally balanced with revenues that can be expected to be received during the fiscal year. New programs or changes in policies that would require the expenditure of additional operating funds will be funded either through a reduction in programs of lower priority or through adjustments to rates, service charges or taxes. Requests for new or changes to programs or policy will be accompanied by an analysis of the short and long-term impact on the operational budget caused by such change or new program or policy.
2. The Town will maintain adequate minimum fund balance/net assets in the Town's various operating funds to provide the capacity to: a) provide sufficient cash flow for daily financial needs, b) secure and maintain investment grade bond ratings, c) provide funds for unforeseen expenditures related to emergencies. General fund will maintain fund balance categories in accordance with GASB Statement 54 Fund Balance Reporting and Governmental Fund Type Definitions. Within the governmental funds of the Town, fund balance shall be composed of Non-spendable, Restricted, Committed, Assigned, and Unassigned amounts.
 - Non-spendable fund balance consists of amounts that are not in spendable form such as inventory and prepaid items.
 - Restricted fund balance consists of amounts which can be spent only for the specific purposes stipulated by external resource providers such as creditors and grantors or imposed by law through constitutional provisions or enabling legislation.
 - Committed fund balance consists of amounts that can be used only for specific purposes determined by formal action of the Council, the Town's highest level of decision making authority, and may be changed only by the same formal action.
 - Assigned fund balance consists of amounts that the Town intends to use for specific purposes that are neither restricted nor committed; the intent shall be expressed by the Town Manager.
 - Unassigned fund balance is the residual amounts available for any purpose for the General fund and includes amounts that are not contained in the other classifications.

With regard to the spending order of the fund balances, the Town uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing so, such as in grant agreements requiring dollar for dollar spending. Additionally, the Town would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

3. The Town shall prepare and implement a Capital Improvement Program (CIP), consistent with State requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP Budget. The Capital Improvement Program shall balance the needs for improved public facilities and infrastructure, consistent with the Town's Comprehensive Plan, within the fiscal capabilities of the Town.
4. The Town shall maintain its accounting records in accordance with generally accepted accounting principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
5. The Town shall maintain its capital and non-capital asset records in accordance with the policy and procedures set forth by the Town Manager. Individual asset costing \$5,000 or more shall be capitalized. However, non-capital mobile assets costing \$1,000 or more and electronic equipment shall be tracked for inventory purposes. Asset inventory shall be performed annually to ensure the accountability of Town assets. Missing assets shall be reported to appropriate law enforcement and Town Council.
6. Budgets and expenditures for the Town shall be under Council appropriation control at the departmental level.
7. Inter-fund loans must be supported by a fiscally sound source of funds available for repayment.
8. Preparation of the Town's Budget shall be in such format as to allow correlation with the costs reported in the Town's Comprehensive Annual Financial Report, with content of said Budget to include that required by Town Charter, Florida Statute, or as later revised by Resolution of the Town Council. Detailed estimates shall be by account at the division or program level, and summarized and adopted at departmental level.
9. An analysis shall be made to determine the project life cycle cost of ownership where it is proposed that facilities be leased or rented, and if such cost will commit the Town to \$50,000 or more in any one year.

II. FISCAL POLICY FOR OPERATING REVENUE, EXPENDITURES AND FUND BALANCE/NET ASSETS

A. GENERAL GUIDELINES

1. Revenue
 - a. Revenue projections will be based on an analysis of historical trends and reasonable assumptions made on a conservative basis of future conditions to ensure that estimates are realized.

- b. The Town will not use long-term debt to finance expenditures required for current operations.
- c. As a general rule, operating budgets will be balanced using current year revenues to finance current year expenditures. Unassigned fund balance shall not normally be budgeted as a resource to support routine annual operating expenses. However, balances exceeding the policy targets may be budgeted as a resource to support capital, debt, or extraordinary major maintenance needs on a non-recurring basis, or for specific purposes, as designated.

2. Expenditures

- a. Normal maintenance requirements necessary to sustain the basic asset value will be included in the expenditure budget of the proper operating fund.
- b. Funding will be provided for major improvements and automation of services based on multiple-year planning, appropriate cost-benefit analysis, and life cycle costing.
- c. Future capital improvement requirements and equipment replacement will be included in operating budget plans or in the CIP. The annual amount set aside to provide reserves for future capital requirements, will be tailored to the needs of the specific operation, if not established by bond resolution, and will be above the specified fund balance or net assets.

3. Unassigned Fund Balance/ Unrestricted Net Assets

- a. Maintaining an adequate fund balance or net assets is essential to the Town's financial health. The unassigned fund balance for fiscal reserve and unrestricted net assets will be considered adequate between a minimum of 25% and a maximum of 30% of the current year's operating appropriations, including transfers, for the General Fund; a minimum of ~~10%~~ 0% and a maximum of 25% of the current year's operating appropriations, including transfers, will be considered adequate unrestricted net assets for the Enterprise Operating Funds.
- b. Amounts above those indicated in paragraph 3.a. may be assigned or committed within unassigned fund balance or unrestricted net assets for non-recurring purposes.
- c. The balances of each fund will be maintained by using a conservative approach in estimating revenues and by ensuring expenditures do not exceed appropriations.
- d. Any anticipated deficit of operating expenditures over revenues at year-end will be provided for in the current year's budget amendment process through fund balance/net asset appropriations.
- e. In the event that sufficient unassigned fund balance/unrestricted net asset targets are not met, a proposed revenue enhancement and/or service level reduction plan to achieve the

target shall be submitted to the Council for the subsequent year budget consideration. The replenishment to the expected minimum level shall be completed within five years.

B. SPECIFIC GUIDELINES

1. General Fund

- a. The General Fund is the principal operating fund of the Town and will account for activities not reported in another type of fund for legal or managerial reasons.
- b. The operating budget of the General Fund will be prepared based on 95% of the certified taxable value of the property tax roll and conservative estimates of other sources of General Fund revenue.
- c. Service charges and user fees for all General Fund services will be analyzed to ensure an appropriate proportional recovery of direct costs and overhead.

2. Special Revenue Funds

- a. Special revenue funds will be used to account for specific revenue sources that are restricted to expenditures for specific purposes. Dedicated operations that cover only a substantial portion of their costs by user fees and charges, and therefore require ongoing operating subsidies, will be classified as special revenue funds.

3. Proprietary or enterprise Funds

- a. Proprietary funds will be used to account for those activities where the costs are expected to be funded by user fees and charges.
- b. Proprietary Funds will pay the General Fund their proportionate share of the cost of general administrative departments. Solid Waste is able to produce sufficient revenue from service charges to fully recover all direct operating costs and overhead. Initial startup of operations or specific circumstances may require an individual enterprise to be subsidized for a limited period of time; however, it is fully expected that these operations will be totally self-supporting over time and will repay any subsidy to the General Fund as revenues permit.
- c. Service charges, rent and fee structures will be established to ensure recovery of all costs.
- d. The expenditure requirements of the Proprietary Funds will include all expenses of the operations, as well as any transfers to capital project funds and debt service funds.
- e. A review of service cost and rate structures for Solid Waste charges will be performed on an annual basis. The adopted budget will set forth the cost requirements to be recovered by the service charges, which will be based on the cost of services provided.

III. FISCAL POLICY FOR INVESTMENTS

A. GENERAL GUIDELINES

1. The investment of Town funds shall be controlled by the Town's "Investment Policy" and shall conform to Florida Statutes Chapters 166.261 and 218.415.
2. Sufficient operating funds are to be deposited with a Qualified Florida Public Depository. The balance of investible cash may be deposited with the investment pools of the State or the Florida League of Cities, or be invested in authorized money market funds and other investment vehicles held at other asset management firms as defined in the Town investment policy, if applicable.
3. Bond or loan proceeds for construction and reserve funds are to be held in a qualified financial institution or LGIP type of pool, separate from the Town's operating accounts, if applicable. The proceeds temporarily invested are excluded from the investment portfolio for the purpose of calculating maximum exposure per investment service provider.

IV. FISCAL POLICY FOR CAPITAL REVENUE AND EXPENDITURES AND DEBT FINANCING

A. GENERAL GUIDELINES

1. Revenue
 - a. Revenue projections for the one-year Capital Improvement Program Budget and five-year Capital Improvement Program Plan shall be based on conservative assumptions of dedicated revenue sources.
2. Expenditures
 - a. Capital projects shall be justified in relation to the Town's Comprehensive Plan.
 - b. Estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project.
 - c. The impact of each project on the operating revenues and expenditures of the Town shall be analyzed as required by the General Fiscal Policy stated above.
 - d. Consistent with IRS regulations, debt repayment will not exceed the average life of improvements.
3. Debt Financing

The Town can only enter into Debt obligations of any form through a Referendum of the Electorate pursuant to Town of Loxahatchee Groves Charter Section Section 6. Budget and Appropriations. (5) Bonds; Indebtedness (a).

- a. Long Term Debt: Annual debt service payments may be structured to provide level cost over the life of a bond issue, unless fiscal or other constraints dictate an alternative approach. A policy of full disclosure will be followed in all financial reports and official statements for debt.
- b. Medium Term Debt: Lease-purchase agreements, bonds, loans, or other debt instruments may be used as a medium-term (3 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The equipment or improvement must have an expected life of more than three years. The Town will determine and utilize the least costly financing methods available. Such debt arrangements will be repaid within the expected life of the equipment or improvement acquired.
- c. Short Term Debt: Short-Term borrowing may be utilized for temporary funding of anticipated tax revenues; anticipated grant payments, anticipated bond proceeds, or other expected revenues. Anticipated funding is defined as an assured revenue source with the anticipated amount based on conservative estimates. Such borrowing may utilize a short-term note maturing before the end of the current appropriation period. Other short-term debt, such as tax-exempt commercial paper, bond anticipation notes, tax anticipation notes, or grant anticipation notes, may be used when it provides immediate financing and an interest advantage, or delays long-term debt until market conditions are more favorable. The Town will determine and utilize the least costly method for short-term borrowing. Short-term debt may be refunded in accordance with applicable Federal laws.

B. SPECIFIC GUIDELINES

1. General Capital Improvements: General capital improvements, or those improvements not related to Town-owned enterprises, may be funded from General Fund revenues or fund balances, the sale of revenue bonds or general obligation bonds/loans, and from special revenues, special assessments and grants.
 - a. Pay-As-You-Go Capital Improvements: Pay-as-you-go capital improvements may be funded from General Fund revenues or fund balances, state and federal grants, special assessments, or other sources of revenue which may become available to the Town. Major capital projects related to the delivery of general public services shall be paid from general purpose revenues. It is recognized that the allocation of funds in any given year of the program may vary significantly from these parameters due to prioritization and scheduling of projects.

- b. Special Assessments: When special assessments are used, the interest rate charged will be established by Town Council consistent with State law.
 - c. Revenue Bond Debt Limit: Sale of revenue bonds for capital improvements will be limited to that amount which can be supported from the pledge of the specific revenue.
2. Enterprise Capital Improvements: Enterprise funds improvements may be funded from operating revenue or unrestricted net assets, the sale of revenue bonds, loans, special assessments and grants.
- a. Pay-As-You-Go Capital Improvements: Enterprise funds may support needed capital improvements on a pay-as-you-go basis from operating revenues or from unrestricted net assets, assessments, and grants. Major capital projects related to the delivery of Town owned enterprises will be paid from the revenue of that enterprise fund.
 - b. Special Assessments: When special assessments are used for enterprise-related improvements, the interest rate charged will be established by Town Council consistent with State law.
 - c. Revenue bond Debt Limit: Sale of revenue bonds will be limited to that amount which can be supported from user fees generated, or combination of other revenues.



Item 9.a.

OLD BUSINESS

**Update and Discussion of Central PBC Chamber of Commerce
Building**

(No Backup)