



**TOWN OF LOXAHATCHEE GROVES**

**TOWN COUNCIL MEETING**

**AGENDA**

**TUESDAY, October 6, 2015**

*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, October 6, 2015 - 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.)*

TOWN HALL

155 F Road, Loxahatchee Groves, Florida 33470

Mayor David Browning (Seat 4)	Town Manager William F. Underwood, II
Vice-Mayor Ronald D. Jarriel (Seat 1)	Town Clerk, Vacant
Councilman Tom Goltzené (Seat 5)	Town Planning Consultant Jim Fleischmann
Councilman Ryan Liang (Seat 3)	Town Attorney Michael D. Cirullo, Jr.
Councilman Jim Rockett (Seat 2)	

**PUBLIC NOTICE/AGENDA**

Tentative  
Subject to Revision

**1. OPENING**

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

**2. CONSENT AGENDA**

- a. Invoice from Goren, Cherof, Doody & Ezrol, P.A.
- b. Minutes: April 21, 2015
- c. Minutes: August 18, 2015
- d. Minutes: September 1, 2015
- e. Minutes September 15, 2015
- f. Approval of Water Utilities Connection Only –  
Jumas Properties, LLC – 15591 40<sup>th</sup> Street North

3. **PUBLIC COMMENTS**

4. **PRESENTATIONS** – *NONE*

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

6. **ORDINANCES**

7. **RESOLUTIONS**

a. **Resolution No. 2015- 32 - Municipal Election 2016 & SOE Agreement**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CONFIRMING THE DATE, TIME AND PLACE TO QUALIFY AND FILE FOR THE OFFICE OF TOWN COUNCIL MEMBER FOR SEATS TWO (2) AND FOUR (4), ADOPTED THROUGH ORDINANCE 2015-04, PRIOR TO THE MUNICIPAL GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 15, 2016, PURSUANT TO THE TOWN CHARTER AND CHAPTERS 97 - 106, FLORIDA STATUTES; THE ELECTION FILING PERIOD OPENS PROMPTLY AT 12:00 NOON ON NOVEMBER 3, 2015 AND CLOSSES PROMPTLY AT 12:00 NOON ON NOVEMBER 10, 2015; SETTING FILING FEES; AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION BOARDS FOR ELECTION PRECINCT 6094; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO CONDUCT THE TOWN ELECTION AND APPROVING THE AGREEMENT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR ELECTION SERVICES; PROVIDING FOR CANVASSING AND CERTIFYING RESULTS OF THE ELECTION; AUTHORIZING THE TOWN CLERK OR DESIGNEE TO HANDLE CERTAIN ELECTION MATTERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

b. **Resolution No. 2015-33 – Quit Claim Deed – Re: South B Road**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING THE QUIT CLAIM DEED FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT FOR A PORTION OF SOUTH “B” ROAD AS DESCRIBED HEREIN; PROVIDING AUTHORIZATION FOR THE RECORDING OF THE QUIT CLAIM DEED AND TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

c. **Resolution No. 2015-34 – Opposing GL Homes Land Use Change**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, OPPOSING GL HOMES' REQUEST FOR A LAND USE CHANGE TO ITS 4,900 ACRE PARCEL OF LAND LOCATED WEST OF THE ACREAGE; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

8. **MANAGER'S REPORT** – *Town Manager Underwood*

- a. **Agenda Item Report (AIR)** - Updates on various activities and issues concerning the Town.

9. **OLD BUSINESS** – *NONE*

10. **NEW BUSINESS**

- a. Approval of ILA for Temporary Emergency Maintenance Services Agreement with LGWCD – Emergency watering, hedging, signage replacement, and repair of Town Roads.
- b. Approval of ILA for Temporary Grading and Repair Services and Supply of Base Rock and Asphalt Material for Town Roads with LGWCD

11. **COUNCIL REPORTS**

**Vice Mayor Ron Jarriel** –

1. Discussion Relative to Draft Referendum Ballot Language – Town Charter Revision for Debt
2. Discussion and Direction Relating to Intergovernmental Committee IGC

**Councilman Jim Rockett** –

1. Discussion Relative to Town Management Contract Review – Duties and Responsibility
2. Discussion Relative to Town Road Maintenance Services Agreement – LGWCD
3. Discussion of Reimbursement of Waste Pro Fine Assessment
4. D Road Traffic Signal Installation Funding Agreement – Outline of Terms – Minto/Seminole Improvement District (SID)

**12. CLOSING COMMENTS**

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

**13. ADJOURNMENT**

*The next regular Town Council Meeting is tentatively scheduled for October 20, 2015.*

**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**

**Attorney Invoice**

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

LOXAHATACHEE GROVES/TOWN OF  
155 F Road  
Loxahatchee Groves FL 33470

Page: 1  
09/30/2015  
ACCOUNT NO: 1574-0702400R  
STATEMENT NO: 5921

Attn: William F. Underwood, II - Town Manager

General Matters



		HOURS
08/26/2015	MDC Phone conference with BU on contingencies for tropical storm Erika affecting 9/01 meeting; review emails on pending matters.	0.40
08/28/2015	MDC Review agenda materials; telephone conference with BU on pending items, issues with tropical storm Erika; miscellaneous telephone calls with Council.	1.20
09/01/2015	MDC Miscellaneous telephone conferences; Prepare for and attend Council Meeting.	4.50
09/02/2015	MDC Review materials, follow up from September 1 Meeting.	0.40
09/03/2015	MDC Miscellaneous telephone calls on pending items, review correspondence on code matters.	0.70
09/08/2015	MDC Review correspondence, revise Professional Services Agreement Amendment (Town Management Services) prepare letter to PB County (termination of ILA); review status of items for 9/15 meeting; email BU re: charter requirements for Town Attorney.	1.40
09/09/2015	MDC Miscellaneous telephone calls with BU; review status of pending items; review correspondence on agenda items; review AGOs re: telephonic participation at meeting.	1.20
09/10/2015	MDC Continue review materials for telephonic participation at meeting, forward information to BU; telephone conference with BU on RLI, agenda matters.	0.60
09/11/2015	MDC Review correspondence, follow up with BU on pending matters; review agenda materials for 9/15 meeting.	1.10
09/15/2015	MDC Review revised agenda packet; prepare for and attend Council meeting; telephone conference with Councilmen re: meeting; review SOE agreement.	4.80
09/16/2015	MDC Miscellaneous telephone calls with Council, BU on follow up from 9/15 meeting; telephone conference with TB (PBSC attorney) on B Road; update BU on PBSC issues with B Road.	1.40

General Matters

			HOURS		
09/17/2015	MDC	Review emails, correspondence on pending items.	0.30		
09/18/2015	MDC	Review correspondence on pending items, review SOE Agreement.	0.30		
09/21/2015	MDC	Review emails on pending matters, provide information to Bill Underwood, PU regarding code, elections and roadway issues.	1.00		
09/22/2015	MDC	Review emails on pending matters; telephone conference with JF; review materials for 9/29 meeting.	1.00		
09/23/2015	MDC	Telephone conference with Bill Underwood on pending items, code enforcement inquires.	1.00		
09/25/2015	MDC	Review emails on Big Dog Ranch, prepare Road Contribution Agreement; review miscellaneous pending items.	1.50		
09/28/2015	MDC	Review emails on B Road quit claim deed, election matters; review resolution and quit claim deed for B Road; continue preparing D Road Contribution Agreement for Big Dog Ranch.	1.00		
09/29/2015	MDC	Review materials, prepare for and attend Council meeting (millage/budget). FOR CURRENT SERVICES RENDERED	3.20 <u>27.00</u>	<u>4,995.00</u>	

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	27.00	\$185.00	\$4,995.00

Color photocopies	0.70
Photocopies	<u>95.90</u>
TOTAL EXPENSES THRU 09/29/2015	96.60
 TOTAL CURRENT WORK	 5,091.60
 BALANCE DUE	 <u>\$5,091.60</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



**Item 2.b.**

**Consent Agenda**

**Minutes**

**April 21, 2015 – Regular Town Meeting**



## Town of Loxahatchee Groves Town Council Meeting

Tuesday, April 21, 2015 - 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 William F. Underwood, II  
Town Clerk Janet K. Whipple  
Town Planning Consultant Jim Fleischmann  
Town Attorney Michael D. Cirullo, Jr.

### MINUTES

#### 1. OPENING

- a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7: 01 p.m. Present were Mayor David Browning, Vice-Mayor Ron Jarriel, Councilmen Tom Goltzené, Ryan Liang, and Jim Rockett. Also present were Town Manager Bill Underwood, Town Planning Consultant Jim Fleischmann, Town Attorney Mike Cirullo, and Town Clerk Janet K. Whipple.

- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

**Motion: Councilman Liang made a motion to approve the Agenda as presented. Councilman Rockett seconded the motion. Upon vote, the motion passed 5/0.**

#### 2. CONSENT AGENDA

- a. Minutes: **February 17, 2015** – Regular Town Council Meeting

**Motion: Councilman Liang made a motion to approve the Consent Agenda as presented. Councilman Rockett seconded the motion. Upon vote, the motion passed 5/0.**

**3. PUBLIC COMMENTS**

Virginia Standish, Chair of the Finance Audit and Advisory Committee (FAAC), responded to a request concerning Public Comments during Board Meetings, which had been made by Councilman Rockett.

**4. PRESENTATIONS – NONE**

**5. COMMITTEE REPORTS - NONE**

*(Clerk Note: Due to potential lengthy discussion on Resolution No. 2015-09, it will be placed on the Agenda as the last resolution. The resolution numbers will be out of sequence).*

**6. RESOLUTIONS**

- a. **RESOLUTION NO. 2015-13:** *(Council Board Appointments for Financial Audit and Advisory Committee (FAAC)).*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, AND  
\_\_\_\_\_, AS VOTING MEMBERS OF THE FINANCE ADVISORY AND AUDIT COMMITTEE, TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR AMENDMENT OF SECTION 2(I)(E) OF RESOLUTION 2009-014, TO PROVIDE FOR TERMS OF VOTING MEMBERS TO BE ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

*(Clerk Note: There will be two motions – one for approval of the names selected, and one for the Resolution)*

Town Manager Underwood explained the procedure for Council appointments for the Finance Advisory and Audit Committee (FAAC).

Upon roll call, the following were the Council appointees: Councilman Rockett appointed Greg Tindall; Councilman Liang appointed Elise Ryan; Mayor Browning appointed Ken Johnson; Vice-Mayor Jarriel appointed Lung Chiu; and Councilman Goltzené appointed Virginia Standish.

Town Attorney Cirullo read the title of Resolution No. 2015-13, with appointee names included.

**Motion: Councilman Liang made a motion to adopt Resolution No. 2015-13, as presented. Vice-Mayor Jarriel seconded the motion. Upon roll call vote, the motion passed 5/0.**

- b. **RESOLUTION NO. 2015-14:** *(Council Board Appointments for Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC)).*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, AND \_\_\_\_\_, AS VOTING MEMBERS OF THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE, TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR AMENDMENT OF SECTION 2(I)(E) OF RESOLUTION 2011-005, AMENDED BY RESOLUTION 2015-014 TO PROVIDE FOR TERMS OF VOTING MEMBERS TO BE ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

*(Clerk Note: There will be two motions – one for approval of the names selected, and one for the Resolution)*

Town Manager Underwood explained the procedure for Council appointments for the Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC).

Upon roll call, the following were the Council appointees: Mayor Browning appointed Bill Louda; Vice-Mayor Jarriel appointed Nina Corning; Councilman Goltzené appointed Jo Siciliano; Councilman Rockett appointed Kathy Strehlow; and Councilman Liang appointed Katie Davis.

Town Attorney Cirullo read the title of Resolution No. 2015-14, with appointee names included.

**Motion: Councilman Liang made a motion to adopt Resolution No. 2015-14, as presented. Vice-Mayor Jarriel seconded the motion. Upon roll call vote, the motion passed 5/0.**

**QUASI JUDICIAL**

- c. **RESOLUTION NO. 2015-09 / QUAIS JUDICIAL/PUBLIC HEARING:** *(Big Dog Ranch Special Exception & Site Plan Approval). (Moved to a date certain from the April 7, 2015 Town Council Meeting).*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE BIG DOG RANCH SPECIAL EXCEPTION AND SITE PLAN, FOR LAND OWNED BY TLH 25 VILLA, LLC CONSISTING OF 33.16 ACRES MORE OR LESS, LOCATED AT THE SOUTHEAST CORNER OF OKEECHOBEE

BOULEVARD AND “D” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Cirullo explained the quasi-judicial hearing process, and provided the procedures for the amount of time allowed for each presentation. After all presentations, reverse order would be in play. He explained relevancy. At the end of the hearing Council will determine the outcome, and the Town Attorney will prepare a written order.

Town Attorney Cirullo swore in those who wished to speak under the quasi-judicial hearing.

Marty Perry, Esq., attorney for Big Dog Ranch, asked if there were any Council Members who have had ex-parte communications.

Mayor Browning stated that various people had call him for information concerning Big Dog Ranch.

Mr. Perry questioned whether Councilman Rockett would be recusing himself.

Councilman Rockett stated yes, he would be recusing himself, as he owns property south of the Big Dog Ranch proposed location. He left the dais.

Mr. Perry made his introductions, and noted others will be utilizing the thirty (30) minute allotment. The Big Dog Ranch is similar to the existing facility of Peggy Adams Animal Rescue League.

Town Attorney Cirullo interjected that the special exceptions are included in Agenda.

Mr. Perry addressed the Town requirements to date. He stated the licensed vet is being withdrawn.

Jeff Brophy, Land Design South Professional Services, introduced himself and provided a PowerPoint on the Big Dog Ranch redesigned site plan. He described the location and showed photos of the current Big Dog Ranch facility, and also addressed the text amendment that was approved in 2013, (2013-013). He reviewed the requirements for the condition of approval, noting minimum setbacks, and the architecture must meet rural vista guidelines. Noise levels were addressed, along with reference to supervised dog runs, landscaping, security fencing, sound system for acoustics to listen for barking, waste disposal, pressure washers and drains for sanitary conditions, outdoor manure it is promptly pick up and put in dumpster and picked up three time per week, solid waste will be disposed of in the sanitary sewer system. In the new site plan the dogs will be located next to the fire rescue station. There will be four hundred (400) grown dogs, and 100 additional puppies and housed inside. There will be fifteen (15), plus or minus, dogs per acre. Since the organization is a not for profit they have agreed to contribute approximately \$7,000.00 to the Town in lieu of taxes. A fifteen (15) foot horse trail easement

will be allocated along D Road and on Okeechobee Boulevard. Additionally, there are ten (10) criteria that need to be met; adoptions are open from 10:00 a.m. to 6:00 p.m. every day. Public access will be limited.

Mr. Perry will provide a thumb drive for the record.

Town Attorney Cirullo stated some of the people who spoke during the video had not been sworn in so Council will have to take it as it is.

Council discussed various aspects of the plan with Mr. Brophy.

Mr. Perry referenced the \$50,000 for the OGEM road resurfacing, and noted the \$7,000 is a down payment. The developer will build the road; however, they would like the Town to proceed.

Council discussed with Mr. Perry the road resurfacing, different proposed road developments for traffic calming, and waste elimination at the facility.

Town Attorney Cirullo swore in Lauree Simmons.

Lauree Simmons, President of Big Dog Ranch Rescue, spoke on how linear drainage will be disbursed underground to pea rock.

Council continued to discuss noise monitoring and who will be responsible, the current location no meeting the Town's requirements, size comparisons to Peggy Adams Animal Rescue League,

Jim Fleischmann, Town Planning Consultant explained Staff responsibility, and finds the proposed site plan is consistent with the Town's criteria, and recommends approval subject to the conditions of approval on pages fifty-one to fifty-four (51-54). He provided floor to area ratio, and listed the ten (10) conditions which need to be met. Three (3) site plan requirements must be met. Special exception review standards were evaluated. Noise and buffers had been addressed, as well as, restriction for time use on outdoor runs. Sound monitoring devices must be approved by Town Council.

Millage was discussed.

Numerous members of the audience expressed their opinions, approvals, disapprovals, and concerns over the Big Dog Ranch proposal.

Councilman Liang made a motion to Receive and File documents presented by resident Karen Piesley. There was no second.

Mayor Browning closed Public Comments at 9:48 p.m.

Mayor Browning called for a break. 9:48 -9:58 p.m.

Town Attorney Cirullo explained the reverse Rules of Order for Quasi Judicial Proceedings.

Jim Fleischmann, Town Planning Consultant, provided additional information on the Big Dog Ranch proposal.

Mr. Perry provided a rebuttal, especially on violation of noise. He spoke of the OGEM (road resurfacing material) and stated Mr. Tuttle will be paying for the OGEM and/or allocating \$100,000 for road resurfacing from Okeechobee Boulevard to the end of the property line or provide the money for use at the Town's discretion; and that veterinarian services will be stricken from the the plans. Every effort has been made to adhere to the requirements they want to be a member of the community. Council are judges tonight since it is a quasi judicial. The proponents of Big Dog Ranch phone surveyed one-hundred (100) residents.

Council provided comments, asked question of which Mr. Perry and Ms. Simmons responded, and expressed their concerns.

Town Attorney Cirullo read the title of Resolution No. 2015-09, and listed the criteria to be added or amended.

**Motion: Vice-Mayor Jarriel made a motion to adopt Resolution No. 2015-09, as amended. Councilman Goltzené seconded the motion. Upon roll call vote, the motion passed 3/1 with Councilman Liang casting the dissenting vote.**

Town Attorney Cirullo explained that due to the late hour, a motion would have to be made to continue the Council Meeting passed 10:30 p.m.

**Motion: Councilman Goltzené made a motion to adjourn the meeting at 10:29 p.m., and table the remainder of the items until the next Regular Town Council Meeting. Vice-Mayor Jarriel seconded the motion. Upon vote, the motion passed 4/0.**

***The remainder of the items have been postponed until the date certain Town Council Meeting of May 5, 2015.***

## **ORDINANCES**

- a. **ORDINANCE NO. 2015-02 / FIRST READING:** *(Council Board Appointment for Planning & Zoning Board / Local Planning Agency (LPA) Members).*

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, AS AMENDED BY ORDINANCE 2012-02, TO AMEND SECTION 2, SUBSECTION ENTITLED "COMPOSITION AND TERM OF OFFICE", TO CHANGE THE TERM OF OFFICE FOR PLANNING AND ZONING BOARD

MEMBERS FROM THREE YEAR TERMS TO ONE YEAR TERMS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

b. **ORDINANCE NO. 2015-03 / FIRST READING:** *(Prohibiting Disposal of Waste Materials)*

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROHIBITING THE DISPOSAL OF WASTE MATERIALS, AS DEFINED HEREIN, WITHIN THE TOWN; PROVIDING FOR DEFINITIONS; FINDING THAT A VIOLATION OF THIS ORDINANCE SHALL BE DEEMED A NUISANCE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **MANAGER'S REPORT** – *Town Manager Underwood*

- a. **AGENDA ITEM REPORT (AIR)** - Updates on various activities and issues concerning the Town.
- b. **PBSO District 15, Loxahatchee Groves Monthly Report March 2015:** *(On File)*
- c. **Fire Rescue Response Time for February and March 2015:** *(On File)*

8. **OLD BUSINESS**

a. Consideration for donation to the Loxahatchee Groves Elementary School's PTO Annual Spring Carnival and Silent Auction. Presentation was made during the January 20, 2015 Town Council Meeting, and Council chose to make a decision during a following meeting.

9. **NEW BUSINESS**

- a. Consideration to engage the Town's engineer to undertake and perform all activities necessary to implement the B Road improvements as envisioned through the B Road Agreement, the Town's portion of the B Road improvements and Resolution No. 2015-08.

10. **COUNCIL REPORTS**

**11. CLOSING COMMENTS**

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

**12. ADJOURNMENT**

There being not further business to come before Council, Mayor Browning adjourned the meeting at 10:29 p.m.

\_\_\_\_\_  
for: Janet K. Whipple, Town Clerk

\_\_\_\_\_  
David Browning, Mayor

*These minutes were approved during the \_\_\_\_\_ Town Council Meeting.*



**Item 2.c.**

**Consent Agenda**

**Minutes**

**August 18, 2015 – Regular Town  
Meeting**



# TOWN OF LOXAHATCHEE GROVES

## Town Council Meeting

Tuesday, August 18, 2015 - 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.)*

TOWN HALL

155 F Road, Loxahatchee Groves, Florida 33470

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 William F. Underwood, II

Town Clerk, Vacant

Town Planning Consultant Jim Fleishmann

Town Attorney Michael D. Cirullo, Jr.

## MINUTES

### 1. OPENING

#### a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 pm. Present were Mayor David Browning , Vice Mayor Ronald D. Jarriel, and Councilmen Tom Goltzene, Ryan Liang, and Jim Rockett. Also present were Town Manager Bill Underwood, Town Attorney Michael D. Cirullo, Jr., and Acting City Clerk Perla D. Underwood.

#### b. P l e d g e of Allegiance & Invocation – Mayor Browning

#### c. Approval of Agenda

Councilman Ryan Liang Moved, and Seconded by Councilman Jim Rockett to approve the Agenda. The vote on the motion was unanimous, 5/0.

### 2. CONSENT AGENDA - None

### **3. PUBLIC COMMENTS**

The following individuals addressed the Town Council regarding Town management services, and/or on resignation of Town Attorney:

Phyllis Magnila – West D Road; Doreen Baxter – North Road; Bill Louda – E Road; Karen Piesley – D Road; Keith Harris – C Road; Virginia Standish – North Road; Ken Johnson, Collecting Canal Road; Thais Gonzalez – Raymond Drive; and Joyce Batcheler – E Road.

Marge Herzog – A Road.

Reminded Town Council that next week is Loxahatchee Groves Landowners Meeting, and discussion will be the “Nuts and Bolts of team work.”

Cletus Keaton – D Road

Provided the Town Council a letter with respect to specific Ag property on C Road that was allowed to construct a building without following setback requirements of the Town’s ULDC, did not go through the land development requirements by Planning and Zoning, and was provided an Ag Classification by the Town management in error, and requested his letter be read into the record during the meeting.

Pat Johnson – Collecting Canal Road

Questioned if any meeting has been scheduled for discussion of 24 hour/stores being allowed to operate within the Town.

Greg Tindall – A Road

Explained his statements with respect to the Town’s finances.

### **4. PRESENTATIONS**

- a. Quasi Modo – 1<sup>st</sup> Place  
2015 World’s Ugliest Dog Contest

Mayor Browning congratulated Quasi Modo on winning 1<sup>st</sup> Place in the 2015 World’s Ugliest Dog Contest. On behalf of the Town Council and its residents, Mayor Browning presented the Quasi Modo owners, Mike Carroll and Jennie Sayer with several gifts honoring Quasi Modo as the winner of the 2015 World’s Ugliest Dog Contest.

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

### **6. ORDINANCES - NONE**

### **7. RESOLUTIONS**

- a. Resolution No. 2015-25 (Directing Improvements to B Road)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHE GROVES, FLORIDA, CONFIRMING AND DIRECTING THE IMPROVEMENTS TO B ROAD CONSISTENT WITH THE ENGINEERING AND CONSTRUCTION SCHEDULE FOR B ROAD IMPROVEMENTS PREPARED BY KESHAVARZ & ASSOCIATES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, SUBJECT TO ALL STATE AND TOWN PROCUREMENT REQUIREMENTS AND OTHER APPLICABLE LAWS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Councilman Goltzene announced he was unable to participate in discussion and voting on this matter as he had a business relation with the developers of the B Road Improvements.

Councilmen Rockett Moved, and Seconded by Councilmen Liang to adopt Resolution 2015-25 directing improvements to B Road. The vote on the Resolution was approved, 4/0, with Councilman Tom Goltzene abstains from voting.

**8. MANAGER'S REPORT – *Town Manager Underwood***

- a. **Agenda Item Report (AIR)** - Updates on various activities and issues concerning the Town.
- b. Palm Beach County Sheriff's Office (PBSO), District 15 Loxahatchee Groves Monthly Report: July 2015 (*on file*)
- c. Palm Beach County Fire Rescue July Response Time. (*on file*)

Town Manager Underwood provided a brief overview and status of various ongoing projects.

**9. OLD BUSINESS – *NONE***

**10. NEW BUSINESS**

**a. Town Management Services Presentations**

Town Attorney Cirullo reviewed the process and instructions on the presentations.

Councilman Goltzene made a Moved to reject all presentations. Motion died for lack of a second.

1. Severn Trent Services provided a presentation to the Town Council about the background of their Company in Florida. Stressed the following:
  - Many years of providing municipal services.
  - Four (4) Florida managers on staff.
  - Provide services several cities in Florida and Georgia and Municipal Service Districts.
  - Coral Springs District offices staff includes 9 accountants, 5 a/p, 10 in record keeping, and 5 managers.

Upon question from Vice Mayor Jarriel about the Town Manager, Severn Trent advised that one would be assigned to the project and another has a home in this area. Vice Mayor Jarriel asked that Town Manager and Clerk be named and any other employees that will be attached to the Town. Also inquired how the company would handle the replacement of the Town Manager if the Town Council was not satisfied.

Town Attorney advised that the individual designated for the Town Manager will need to be made before the Town Council approves a contract.

Severn Trent advised that in other towns there is a clause in the contract in the event that a client is not satisfied with the individual appointed by them. Additionally, they advised that they have not selected a Town Clerk yet for this position.

Mayor Browning inquired about the four (4) in house managers overseeing the 85 service districts they contract with. He also inquired if do work with Seminole Improvement District, Indian Trails, and Silver Lakes. He felt that there could be a conflict, but feels that the Town would not get the needed services.

Severn Trent advised that the Town would be not a small client. They advised that the Manager would be present at all Town meetings for Council and Committees. Also three (3) Full time employees would be on site. Under our normal operation there would be 11 individuals that would work on the Town's projects.

Finance, Accounts Payable, Receivables, Records Managements would operate from the Coral Springs office, and they would be able to implement the Town's new software.

Upon further questions, Severn Trent advised that a Planning Tech, a Town Manager, and a Town Clerk will be on site in the Town's offices, and support staff will be located in Coral Springs.

Councilman Goltzene questioned to insure that the required certifications are in place by the next team.

Councilman Jim Rockett advised that the Town in the past has not held previous managers to the same standard that the Town is using today with Severn Trent.

He would also make sure that the Attorney addresses some of those questions that were raised by Severn Trent as follows:

- In the fees section, termination for convenience and for cause language, and indemnification relief.
  - Planning Tech will be in office full time.
2. Larry Tibbs provided his presentation to Town Council, and introduced Mike Aricola. Advised that he has been in South Florida since 1994, and
- Has served in Palm Beach County, and two special districts.
  - Is a resident of the local area.
  - Very familiar with the area.
  - Previously in the USAF for 20 years in finance.
  - Recently works for Special Fire Rescue District.
  - Familiar with emergency management and been through Hurricane Jean and Wilma.
  - Does not operate in other locations.
  - Tibbs would be here full time and
  - Mr. Aricola would do back up to other duties.

Mr. Aricola is familiar with

- Planning, Comp Plan, FEMA, and Finance.
- Has over 50 year's municipal government.
- Mike has been City Manager, and Finance Director.
- Small city focus throughout his career.
- Daughter in law in Lighthouse Point and can easily use her for any Planning & Zoning.

Councilman Goltzene asked Mr. Tibbs the following:

- Has the FEMA certifications, and ICMA certification.
- If he though FEMA would pay the Town for cleanup for Roads owned by the District or Town roads not owned by the Town.
- About the Fire District grant process on the loss of jobs by firefighters,
- If Mr. Tibbs worked previously in Broward County.
- About implementation of Blackbaud financial software system
- If Mr. Aricola would be part time as finance director/City Manager

- Planning staff to include,
- And, envision on staffing levels and who they would be.

Mr. Tibbs advised that has an individual for Town Clerk with 15 years of experience, but is not certified. Mr. Aricola was a City Manager in City of South Bay for 1 year, and then worked in Opalusa County. Does have experience in grant functions/contract monitoring, with roads and trails grants, expenditure of maintaining dirt roads, and was successful in receiving grants to improve dirt roads..

Several individuals made public comments with respect to the two applicants:

Dennis Lipp – North Road; Doreen Baxter – North Road; Jo Siciliano, B Road; John Ryan – A Road; Phyllis Magnila – West D Road; Virginia Standish – North Road; Thais Gonzalez, Raymond Drive; Tim Harts-Wood – Timberland Place; Keith Harris, C Road, Bill Louda, E Road; Ken Johnson, Collecting Canal Road; Todd McClendon – D Road.

Councilman Goltene Moved, Seconded by Vice Mayor Jarriel to request applicants consent to disclose proposed fees included as part of their proposals. Motion passed unanimously, 5/0. Upon inquiry from Town Councilman Goltzene, both proposers agreed to disclose the fees included as part of the RFP proposals submitted as follows

Larry Tibbs - \$26,250/mth  
Severn Trent - \$ 30,875/mth

Councilman Rockett stated that the RFP was to find out what else was out there. He advised that he believes that Severn Trent has tremendous resources, and he would like to see a large corporation come in as he feels they will be able to do a lot for the Town. He thanked both applicants for presenting to the Town, but stated that he feels that Severn Trent can provide the Town the services it needs.

Councilman Liang stated that he also feels Severn Trent has the resources and staff levels. He also stated that he liked Tibbs experience in small towns and his work with grants; however, he stated that Tibbs does not have the proper certification and Town Manager experience. He also requested that Severn Trent discuss the issues raised about Oklahoma, and Tibbs discuss issue in Lauderdale Lakes. Ryan feels ST has the resources and staffing levels, and liked Tibbs experience in small towns and grants.

Mayor Browning reminded the Council about his concern with going out for the RFP and what was out there. Additionally, he reminded everyone that the RFP was identical to the RFP issued in 2011 and is identical to the contract the Town currently has with Underwood. He concluded by stated that it is position that the Town should exercise the renewal option under the Underwood contract for the additional year.

#### **b. Selection of Town Management Services**

Councilman Rockett made a Motion to accept the proposal submitted by Severn Trent for management services. The motion was seconded by Vice Mayor Jarriel.

In response to Councilman Liang’s request, Mr. Tibbs responded to the Broward County OIG Report, and Severn Trent advised that they work for the management part of the company the issue in Oklahoma was from the Public Works part of the company.

The vote on the motion was 3/2, with Mayor Browning and Councilman Goltzene voting no.

Town Attorney Cirullo requested that Severn Trent contact him in order to finalize the contract as quickly possible.

**11. COUNCIL REPORTS**

**12. CLOSING COMMENTS**

a. Public

The following individuals made public comments in regards to actions taken by Council with respect to management services for the Town:

Phyllis Magnila – West D Road; Keith Harris – C Road; Virginia Standish – North Road, Thais Gonzalez – Raymond Drive.

Bill Louda - Resigned from the RETGAC Committee  
Jo Sciliano – Resigned from the RETGAC Committee

b. Town Attorney –

Town Attorney Cirullo announced the law firm Goren, Cherof, Doody & Ezrols’ 30 day notice of termination of their contract for legal services to the Town, and requested Town Council ask Town Management to put out an RFP out for legal services as soon as possible.

c. Town Council Members

**13. ADJOURNMENT**

There being no further business to come before the Town Council, Mayor Browning adjourned the meeting at 10:05 PM.

\_\_\_\_\_  
Perla D. Underwood,  
Acting Town Clerk

\_\_\_\_\_  
David Browning, Mayor

*These minutes were approved during the \_\_\_\_\_Town Council Meeting.*



**Item 2.d.**

**Consent Agenda**

**Minutes**

**September 1, 2015 – Regular Town Meeting**



**Town of Loxahatchee Groves**  
**Town Council Meeting**  
**Tuesday, September 1, 2015 - 7:00 p.m. to 10:30 p.m.**

TOWN HALL  
155 F 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 William F. Underwood, II  
Town Clerk, Vacant  
Town Attorney Michael D. Cirullo, Jr.

**MINUTES**

**1. OPENING**

a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 PM. Upon roll call the following members were present: Tom Goltzene, Ron Jarriel, Ryan Liang, Jim Rockett, and Mayor David Browning. Also in attendance were Town Manager Bill Underwood, Town Attorney Mike Cirullo, and Acting Town Clerk Perla Underwood.

b. Pledge of Allegiance & Invocation – Mayor Browning

c. Approval of Agenda

Councilman Liang Moved, Seconded by Vice Mayor Jarriel to approve the Agenda with the following amendment: Switch the order of items 10.a and 10.b. The vote on the motion was unanimous, 5/0.

**2. CONSENT AGENDA**

a. Minutes: August 8, 2015

b. Invoice from Goren, Cherof, Doody & Ezrol, P.A.

- c. Set Special Town Council Meeting for September 29, 2015 (Adopting of Final Millage and Budget)

Councilman Rockett Moved, Seconded by Vice Mayor Jarriel to approve the Consent Agenda. The vote on the motion was unanimous, 5/0

### **3. PUBLIC COMMENTS**

Henry Lewis – March Circle  
Requested that March Circle be hedged.

Don Widing – 13169 Marcella Boulevard  
Requested that the focus should be what is best for the Town.

Harold Murphy – Compton Road  
Advised that he feels the Council is doing a good job, and residents in support.

Dennis Lipp – North Road,  
Spoke on the limited number of residents that vote, attend meeting, or are involved.

Jo Sciliano – B Road  
Expressed her hope that Town Council will answer for the Town on the future for the Town.

Maureen Lefkowitz – 34<sup>th</sup> Place North  
Provided the Town Council with a prayer and feels that the Council works with the community.

### **4. PRESENTATIONS**

- a. Update on World Special Olympics – Ruth Menor and Christina Cooney  
Ruth Menor representing Vincermos thanked the Town Council for their support and donation for Christina Cooney’s participation in the Special Olympics. Christina won a silver, bronze, and 4<sup>th</sup> place metal.

The Town viewed a short film on Christina’s trip to the Special Olympics in Los Angeles in July 2015.

The Town Council joined with the audience in congratulating Christina on her performance at the World Special Olympics in California, and additionally, thanked Ruth Menor for the work her organization Vincermos does.

### **5. COMMITTEE REPORTS** - None

### **6. RESOLUTIONS**

- a. **Resolution No. 2015-26** (*Final Hearing Establishing Residential Solid Waste Fees*)

Town Manager Underwood advised that the Town had sent out letters to all

residents with respect to the proposed Solid Waste assessment for the year, and notification of the hearing date. Underwood also advised that the Town had made the necessary assessment adjustments in finalizing the assessment rolls.

Town Attorney Cirullo advised the Town Council about the hearing and what the Council can and cannot do tonight. Attorney Cirullo read Resolution No. 2015-26 by title only establishing residential solid waste fees.

Vice Mayor Jarriel advised that the Town's first priority is to save the residents the most money. Would like to stay with what the Town has previously proposed.

Upon question from Councilman Rockett, Town Manager advised that he does not have the property value increases breakdown by category (residential vs commercial). With respect to the increase on the proposed millage rate from the roll back rate, Underwood advised that was an increase of 36.8%.

Vice Mayor Jarriel advised that the increase in millage will not have a negative impact on residents when you take into account the decrease to the solid waste assessment. Vice Mayor Jarriel recommended the Town Council establish the solid waste assessment fee at \$256.37.

Vice Mayor Jarriel Moved, Seconded by Councilman Goltzene to establish the solid waste assessment fee at \$256.37. The vote on the motion was unanimous, 5/0.

**b. Resolution No. 2015-29** (*Amending Budget for FY2015*)

Town Manager Underwood reviewed the fiscal year 2015 Budget Amendment with the Town Council. Underwood discussed adjustments for specific funds and the impact of the changes overall.

Councilman Liang Moved, and Seconded by Councilman Jarriel to adopt Resolution No. 2015-29 amending the Budget for FY2015 as presented. The vote on the motion was unanimous, 5/0.

**7. ORDINANCES** – *None*

**8. MANAGER'S REPORT** – *Town Manager Underwood*

- a. Agenda Item Report (AIR) - Updates on various activities and issues concerning the Town.

Town Manager Underwood reviewed funding from Minto on the traffic light for D Road, and also advised that he has not received any feedback from the South Florida Water Management District with respect to 43<sup>rd</sup> Road North.

## 9. OLD BUSINESS –

- a. Discussion and direction for Town Management Services – Severn Trent Letter of Withdrawal Dated: August 25, 2015

With the withdrawal of Severn Trent, Town Attorney Cirullo advised that the Town Council must decide what they will do with respect to Town Management services beginning October 1, 2015.

Councilman Goltzene Moved, Seconded by Councilman Liang to reject proposal submitted by Larry Tibbs, renew the Agreement with Underwood Management Services for an additional one (1) year term by exercising the renewal option, and authorize the Mayor to execute same.

Councilman Rockett advised that he would like the Town to contact the International City and County Managers Association (ICMA) to find out what resources they may be able to provide the Town.

Vice Mayor Jarriel advised that he was disappointed with Severn Trent's withdrawal, but at this time he would like Underwood Management Services to continue providing the Town services for the then next year.

The following residents spoke in support of retaining the current management company as follows:

Virginia Standish, representing the Landowners Association; Tim Harts-Wood – Timberland Place; Todd McClendon – 34<sup>th</sup> Place N; Laura Danoswki – E Road; and Joyce Batcheler – E Road

John Ryan – A Road

Provided the Town Council with a highlighted copy of the current Management Services Agreement with Underwood Management.

Greg Tindall – A Road

Spoke about a learning curve with a new management team and recommended the Town Council consider hiring a financial consultant to implement the Town's financial software.

Councilman Rockett advised that his reasons for new management were a result of several factors:

1. Unfair treatment of the Town's Solid Waste Monitor Frank Schiola by the Town Manager.
2. Postponement last week of the FAAC meeting by the Town Manager.
3. Unauthorized reimbursement of Waste Pro fines by the Town Manager.

Following discussion, the vote on the motion to renew the Agreement with Underwood Management Services by exercising the one year renewal option and, authorizing the Mayor to execute the amendment to the Agreement passed, 4/1. Councilman Rockett voted against the motion.

b. Discussion and direction for selecting Town Attorney

Town Manager requested that the Town authorize staff to prepare a Letter of Interest for municipal legal services. Underwood explained that each applicant would be interviewed individually by each Town Council member, with a selection later made by the Council. Final selection of the candidate will be made before the legal fee portion of submission is unsealed. Underwood also suggested that after the Town Council make's its selection a third party attorney be used to draft the agreement with the Town Council selected candidate.

Following discussion, the Town Council authorized the Town Manager to proceed as recommended.

## **10. NEW BUSINESS**

a. Authorization to terminate Agreement with Palm Beach County – Land Development Review

Town Manager Underwood requested the Town Council authorization to terminate agreement with Palm Beach County for land development review. Underwood advised that after consultation with the County, the County is in agreement to cancel the agreement because of the differences in the Town ULDC and the County Code.

Councilman Liang Moved, Seconded by Vice Mayor Jarriel to authorize the Town Manager to send letter to PBC requesting termination of the Agreement. The vote on the motion was unanimous, 5/0.

b. Discussion and direction regarding performing code enforcement services

Town Manger Underwood requested direction from Town Council with respect to direction regarding performance of code enforcement services following the letter of intent to not renew from Bev Tew her contract with for Code Enforcement Services that expires on September 30, 2015.

Joanne Keller, PBC Director of Land Development was in attendance at the meeting.

Vice Mayor Jarriel Moved, and Seconded by Councilman Liang to instruct Town Manager Underwood to prepare an RFP for Code Enforcement Services. The vote on the motion was unanimous, 5/0.

## **11. COUNCIL REPORTS**

Vice-Mayor Jarriel:

1. Discussion and direction on payment due to the LGWCD for services rendered on grading Town road outstanding bills.

Vice Mayor Jarriel required that all outstanding district billings for Town Road

maintenance by September 11, 2015. Following discussion, Vice Mayor Jarriel Moved, and Seconded by Councilman Rockett to instruct staff to issue a check for the outstanding district bills for Town Road maintenance. The vote on the motion was 4/1, with Councilman Goltzene voting against.

Fred Scheifer – Paradise Lane

Requested Town Council improve Flamingo and Paradise Lanes by putting OGEM on 22<sup>nd</sup> Road North off of C Road.

Vice Mayor requested weekly grading of 22<sup>nd</sup> Road, and schedule rock material for both Paradise and Flamingo. The Town Council unanimously agreed to grading and the ordering rock material for Flamingo and Paradise.

Also speaking on the matter was John Ryan – A Road; and Karen Piesley – D Road.

2. Maintenance easement Red Clover Nursery (B Road and 6<sup>th</sup> Court North).

Councilman Goltzene announced he was unable to participate in discussion, and voting on this matter as he has a relationship with the developers on the B Road project.

Vice Mayor Jarriel would like the Town to meet with Red Clover with respect to obtaining an easement on 6<sup>th</sup> Court North. Additionally, would like the Town Manager and LGWCD Administrator to meet with the Developers to provide the Town with fill for district canal berms.

Vice Mayor Jarriel Moved, and Seconded by Councilman Rockett to approve discussion with Red Clover. Mayor advised that in the past the Town could work on a square foot charge for the easement. The vote on the motion passed unanimously, 4/0. Councilman Goltzene declared a voting conflict and abstained.

3. Town Attorney Termination Extension from 30 to 60 days

Vice Mayor Jarriel requested Town Attorney Cirullo extend his notice of termination from 30 to 60 days to guarantee a smooth transition. Cirullo advised that he and the firm would extend the notice of termination as requested.

**4. CLOSING COMMENTS**

a. Public

Dennis Lipp – North Road

Requested that the Town resolve all “HOLDS” on existing code enforcement cases before the current provider’s contract expires.

He also reminded the audience and Council that a voter fraud was committed in the Town’s latest election.

Councilman Rockett reminded Mr. Lipp that voter fraud is an allegation, and

not a fact.

Seth Brier – B Road

Discussed the improvements to B Road, and asked if there could be additional flagmen on both sides of B Road during construction so that local businesses would not be harmed.

Councilman Goltzene announced he was unable to participate in discussion and declared a voting conflict on this item.

Vice Mayor Jarriel Moved, and Seconded by Councilman Liang to request Town Manager to work with the developer to ensure use of a flag man during construction of B Road. The vote on the motion was approved, 4/0. Councilman Goltzene declared a voting conflict, and abstained from voting.

Maureen Lefkowitz - 34<sup>th</sup> Place N

Acknowledged and agreed with Dennis Lipp with respect to the election matter, and would like the process to proceed.

- b. Town Attorney
- c. Town Council Members

**5. ADJOURNMENT**

There being no further business to come before the Town Council, Mayor Browning declared the meeting adjourned at 9:20 PM.

\_\_\_\_\_  
Perla D. Underwood, Acting  
Town Clerk

\_\_\_\_\_  
Dave Browning, Mayor

*These minutes were approved during the \_\_\_\_\_ Town Council Meeting.*



**Item 2.e.**

**Consent Agenda**

**Minutes**

**September 15, 2015 – Regular Town  
Meeting**



**Town of Loxahatchee Groves**  
**Town Council Meeting**  
**Tuesday, September 15, 2015 - 7:00 p.m. to 10:30 p.m.**

**MINUTES**

**1. OPENING**

a. Call to Order & Roll Call

Vice Mayor Jarriel called the meeting to order at 7:00 PM. Upon roll call the following members were present: Vice Mayor Ronald D. Jarriel, Councilman Tom Goltzene, and Jim Rockett. Councilman Ryan Liang was absent from the meeting. Also in attendance were Town Manager Bill Underwood, Town Attorney Mike Cirullo, Planning Consultant Jim Fleischmann, and Acting Town Clerk Perla Underwood.

(Clerk's Note: At this time it was announced that Mayor David Browning was present by way of telephonic communication, and could not participate until the Town Council took action on his request for participation under Item 1.c.)

b. Pledge of Allegiance & Invocation – Vice Mayor Jarriel

c. Request Participation by Telephone Due to Scheduling Conflict – Mayor Dave Browning

The Town Council reviewed a request by Mayor Dave Browning requesting authorization by to participate in the meeting by telephone due to a scheduling conflict.

Council Rockett inquired as to what type of participation the Mayor would have. Councilman Rockett was advised that participation by the Mayor would also include voting all matters before the Town Council. Councilman Rockett inquired if Councilman Liang was provided the opportunity to participate via telephone as well. Staff advised that Councilman Liang did not make a request.

Following discussion Councilman Goltzene Moved to approve participation by telephone, due to scheduling conflict by Mayor Browning. Vice Mayor relinquished the gavel to Councilman Goltzene, and Seconded the motion. The vote on the motion was 2/1 with Councilman Rockett opposed. Motion failed for lack of a majority vote of the quorum as defined in the Town Charter.

Following further discussion, Councilman Goltzene Moved, Seconded by Councilman Rockett to rescind the prior vote. Motion passed unanimously, 3/0. Councilman Goltzene Moved, Seconded by Councilman Rockett to approve Mayor Browning's request to

participate and vote at the Town Council meeting via telephone due to a scheduling conflict. The vote on the motion passed unanimously, 3/0.

*(Clerk's Note: At this time, Mayor Dave Browning recorded as present for the record.)*

d. Approval of Agenda

Councilman Goltzene MOVED, SECONDED by Councilman Rockett to approve the Agenda with the following addition: include new item 10.b. Discussion and Direction of Closing of B Road. The vote on the motion was unanimous, 4/0.

2. **CONSENT AGENDA** - *None*

3. **PUBLIC COMMENTS** – *None*

Marge Herzog – A Road

Announced the Adopt a Road project will be this Saturday, and more than 50 national honor society students will be assisting in the debris removal. Additionally, she inquired if the IGC meeting were still held by the Town and the LGWCD, and if Vice Mayor Jarriel had been selected as the Town representative at LGWCD meeting.

Vice Mayor Jarriel advised that when he speaks at LGWCD meeting he is speaking as a private citizen and not as an elected official for the Town.

Bill Louda – E Road

Inquired about the Day property and advised that after discussion, he was rescinding his resignation from RETGAC committee and would like to see a RETGAC meeting to discuss the horse trail in that area.

Elise Ryan – A Road

Suggested that the Town Manager consider preparation of a weekly report similar to the report prepared for the Loxahatchee Groves Water Control District by its District Administrator.

4. **PRESENTATIONS** - *None*

5. **COMMITTEE REPORTS** – *None*

6. **RESOLUTIONS**

- a. **Resolution No. 2015-27** (*Establishing the Tentative Millage for Fiscal year 2015-2016, and Setting Forth the Date, Time and Place for the Second and Final Public Hearing to Adopt the Town's Millage Rate for Fiscal Year 2015-2016*)

Town Manager Underwood provided the Town Council with a power point presentation on the impact the values on properties had throughout the Town, the impact to homeowners' different millage rates would have, and how the reduction in the solid waste assessment would impact the taxpayers.

Mayor Browning advised that feels that he would like to see the increase at this time to

1.4718 mills. Councilman Rockett stated that he would like the tentative millage set at 1.2 mills as the increase will be a substantial increase to the residents.

Vice Mayor explained that increasing the tentative millage rate to 1.4718 mills would require a larger contribution from commercial properties going forward.

Following discussion, Councilman Goltzene Moved, Seconded by Mayor Browning adopt Resolution No. 2015-27 establishing the tentative millage at 1.4718 mills which would represent an increase of 36.8% from the roll back rate of 1.0759, and setting September 30, 2015 at 7:00 PM as date for the final hearing for the adoption of the Town's Millage rate for fiscal year 2015-2016.

Dennis Lipp – North Road

Advised that he did not like the idea of a 36.8% percent increase from the roll back rate, and explained that hobby ag properties see a reduced tax rate.

Doreen Lipp – North Road

Express her desire to see the millage rate as low as possible.

Elise Ryan – A Road

Advised that she does not have a problem with raising ad valorem taxes, but advised that if the Town discontinued its reimbursement of Town maintenance expenses to the District that the taxpayers would see an increase to their Maintenance Assessment by the LGWCD.

There being no further public comments, the vote on the motion to set the Tentative Millage rate at 1.4718 mills representing a 36.8% increase from the roll back rate of 1.0759 mills, and setting September 29, 2015 at 7:00 PM as date for the final hearing for the adoption of the Town's Millage rate for fiscal year 2015-2016. The motion passed, 3/1, with Councilman Rockett voting no.

- b. **Resolution No. 2015-28** (*Adopting a Tentative Budget for Fiscal Year Beginning October 1, 2015 and ending September 30, 2016, and Setting Forth the Date, Time, and Place for the Second Public Hearing for the Adoption of the Town's Budget for the Fiscal Year Beginning October 1, 2015*)

Councilman Goltzene Moved, Seconded by Mayor Browning to adopt Resolution No. 2015-28 adopting the tentative Budget, and setting September 29, 2015 at 7:00 PM for the second public hearing for the adoption of the Town's Budget for fiscal year beginning October 1, 2015 and ending September 30, 2016

Councilman Rockett expressed his desire to have a cost benefit analysis for all equipment expenditures included in the proposed Budget.

Bill Louda – E Road

Expressed his concern with respect to certain CIP projects

Ken Johnson – Collecting Canal Road

Reminded the Town Council about the increased traffic to Collecting Canal Road from the College and Commons, and would like to that traffic slowed down in the area.

Following discussion, Councilman Goltzene amended his motion to include exclusion of CIP projects supported by Town Council Members and identified by the town Manager until review and consideration at the September 29, 2015 Special Meeting. The vote on motion passed, 3/1, with Councilman Rockett voting no.

7. **ORDINANCES** – *None*

8. **MANAGER’S REPORT** – *Town Manager Underwood*

- a. Agenda Item Report (AIR) - Updates on various activities and issues concerning the Town.

Town Manager Underwood updated the Town Council on various ongoing projects.

With respect to the Traffic Light at D Road, Councilman Rockett requested the list of items that Minto will not be funding and would like the PBC commission included in this.

Vice Mayor Jarriel advised that he had contacted with Palm Beach County Commissioner McKinley on this matter, and she relayed her unhappiness with delay in this process. Vice Mayor Jarriel also advised that he would like to make sure that Town does not incur any out of pocket expenses on this project.

9. **OLD BUSINESS** –

- a. Discussion Relative to Speed Hump Placement Policy Report – Randy Wertepny, Keshavarz and Associates

Randy Wertepny reviewed recommendations on impact for the speed tables as preferred by the Town. He advised that it will reduce traffic by 12% and reduces accidents at 45%, and provided several recommendations on 200 to 800 feet distances between tables. He advised that the optimum spacing for a 30/mph limit is at 550 feet based on 85 percentile rate, and that signage is just as important as the tables. Wertepny concluded by advising that a minimum on placement of tables should be 300 feet and a maximum of 600 feet with a desired spacing of 500 feet.

Councilman Rockett advised that he feels that vehicles used in Loxahatchee Groves especially for nursery vehicles as well as for the horse community will not handle more than 15/mph for that 500 to 1000 foot range placement of tables.

Mayor Browning expressed his belief that the speed humps have reduced traffic on D Road, and stated that he believes there is an established record that no additional cars have gone into canals since OGEM was put in place.

Mayor Browning also stated that he agrees with Councilman Goltzene that there will always be individuals that will drive faster and more reckless and that no amount of safeguard will prevent that from occurring. Browning expressed his preference of 1000 feet distance between speed tables with the idea that if more tables were needed, they

could put an additional table between tables.

On the other hand, Vice Mayor Jarriel expressed his desire to have the tables closer than 1000 feet, but felt that a 600 foot distance would be a compromise the Council may be able to accept.

Town Attorney reminded the Town Council that at the next meeting regular meeting on October 6 this matter will be presented for approval.

## **10. NEW BUSINESS**

- a. Approval of Bridge Agreement for Code Enforcement Services –  
Tew & Taylor

Town Manager Underwood advised that he is requesting the Town's Code Enforcement provider, Tew & Taylor, to continue existing cases until the Town has a new vendor in place.

Councilman Rockett Moved, Seconded by Mayor Browning to approve the Bridge Agreement as recommended by the Town Manager for existing cases.

Dennis Lipp – North Road

Suggested the Town consider a proactive code enforcement process rather the complaint driven system in place now.

There being no further comments, the motion passed unanimously, 4/0.

### **B. Discussion relative to Blocking of B Road – B Road Improvements**

Town Councilman Goltzene announced that he would be unable to participate in this matter as he has a working relationship with the developers of the B Road Project, and left the Town Council chambers at this time.

(Note: At this time, Town Attorney Cirullo advised that with the departure of Councilman Goltzene there was no longer a quorum of the Town Council, and the balance of the meeting could continue for discussion purposes only with the Town Council unable to take official action.)

Town Manager requested the Town Council's consensus for the Town to officially request the College implement a system to ensure that B Road remains open during the construction process.

Councilman Rockett concurred with the Manager's request in an effort to keep access to the road open as much as possible.

Vice Mayor Jarriel advised that the Town was not included in the MOT meeting, and the Town was not notified by the College and the developers about the closing. Vice Mayor advised that there are more than a few businesses involved. It was generally agreed that the Town Manager provide notice on Wednesday, September 16 to the College's Project Manager for implementation of a system to ensure that B Road will remain open during

the construction process.

**Seth Briar – B Road**

Advised the Town Council that B Road had been closed between Southern Boulevard and Collecting Canal, and there was no access to the area. He requested that one lane be opened at all times for residents, and a flag man be placed at Collecting Canal Road and at Southern Boulevard to be included in the request to the College by the Town Manager.

**Ken Johnson – Collecting Canal Road**

Spoke in favor of opening B Road although it may be one lane as he feels that closing the road for two (2) months is unacceptable.

**11. COUNCIL REPORTS**

Councilman Rockett:

1. Town Management Contract Review – Duties and Responsibilities

Councilman Rockett advised that he would like to discuss this item with a quorum of the Town Council, and request that the Management Services Agreement be included in the Agenda.

Vice Mayor Jarriel advised the matter should be placed on the October 6, 2015 meeting as the September 29 is a Special Meeting for adoption of the Millage and Budget for fiscal year 2016.

2. Discussion Relative to Town Road Maintenance Services Agreement - LGWCD

Councilman Rockett advised that the Contract with the LGWCD was allowed to expire, and would also like this item placed on the October 6, 2015 Agenda as well.

3. Discussion of Waste Pro Fine Assessments

Councilman Rockett provided the Council with his analysis of the fines reimbursed by the Town Manager and highlighted several items that reflected reimbursement for fines for addresses that did not exist when he has verified that those identified addresses are real.

Councilman Rockett pointed out that based on his preliminary sampling, the analysis done by management is not correct or trustworthy, and as such no reimbursement should have been made. Additionally, he again stated that the Town Manager has no authority to reimburse Waste Pro.

**12. CLOSING COMMENTS**

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

**13. ADJOURNMENT**

There being no further items to become before the Town Council, Vice Mayor Jarriel adjourned the meeting at 9:35 P.M.

\_\_\_\_\_  
Perla D. Underwood, Acting City Clerk

\_\_\_\_\_  
Ron Jarriel, Vice Mayor

*These minutes were approved during the \_\_\_\_\_Town Council Meeting.*



**Item 2.f.**

**Consent Agenda**

**Approval of Water Utilities Connection–  
Jumas Properties, LLC  
15591 40<sup>th</sup> Street North**



**PALM BEACH COUNTY WATER UTILITIES DEPARTMENT**

8100 Forest Hill Boulevard  
West Palm Beach, Florida 33413-3336  
(561) 493-6056 or (561) 493-6057

NAME: Jumas Properties LLC

DATE: 9/29/2015

SERVICE ADDRESS: 15591 40th St. N Loxahatchee, FL 33470

PHONE: 561-386-5275

CONTACT PERSON: Alex Rios

FAX: 561-793-7083

TYPE OF SERVICE:  
(Check 1 in each box)

Residential	Non-Residential	Combined	Water Only	Wastewater Only
_____	X	_____	X	_____

**METER SIZES & RELATED INSTALLATION FEES:**

QTY	METER SIZE	ERC VALUES		FEES
		Residential	Non-Residential	
_____	5/8"	1.00	1.50	FULL SVC W/TAP  CONTACT PBC WUD
_____	1"	2.90	5.80	
_____	1 1/2"	4.50	10.00	
_____	2"	9.50	16.25	
_____	3"	N/A	43.70	
_____	4"	N/A	66.80	
_____	Other _____	_____	_____	

**CONNECTION FEES:**

Water }  
Sewer }  
Other }

CONTACT THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT (PBCWUD) FOR METER-SPECIFIC FEES.  
(561) 493-6056 or (561) 493-6057

**GUARANTEED REVENUE FEES:**

CONTACT PBCWUD

TOTAL  
ERCs

Water \_\_\_\_\_  
Sewer \_\_\_\_\_

**MISCELLANEOUS FEES AND ADJUSTMENTS:**

TOTAL FEES: \$0.00

TO BE INSTALLED AT \_\_\_\_\_

TOWN OF LOXAHATCHEE GROVES COUNCIL APPROVED ON \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED TOWN OF LOXAHATCHEE GROVES STAFF APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

\*\* PLEASE NOTE THAT FROM THE DATE OF RECEIPT OF THIS APPLICATION BY THE TOWN OF LOXAHATCHEE GROVES UNTIL NOTIFICATION OF SOUGHT AFTER APPROVAL WILL BE BETWEEN 2 - 3 WEEKS. \*\*



**Item 7.a.**

**RESOLUTIONS**

**Resolution No. 2015-32 – Municipal Election 2016**

**and**

**SOE Agreement**

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2015-32**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CONFIRMING THE DATE, TIME AND PLACE TO QUALIFY AND FILE FOR THE OFFICE OF TOWN COUNCIL MEMBER FOR SEATS TWO (2) AND FOUR (4), ADOPTED THROUGH ORDINANCE 2015-04, PRIOR TO THE MUNICIPAL GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 15, 2016, PURSUANT TO THE TOWN CHARTER AND CHAPTERS 97 - 106, FLORIDA STATUTES; THE ELECTION FILING PERIOD OPENS PROMPTLY AT 12:00 NOON ON NOVEMBER 3, 2015 AND CLOSSES PROMPTLY AT 12:00 NOON ON NOVEMBER 10, 2015; SETTING FILING FEES; AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION BOARDS FOR ELECTION PRECINCT 6094; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO CONDUCT THE TOWN ELECTION AND APPROVING THE AGREEMENT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR ELECTION SERVICES; PROVIDING FOR CANVASSING AND CERTIFYING RESULTS OF THE ELECTION; AUTHORIZING THE TOWN CLERK OR DESIGNEE TO HANDLE CERTAIN ELECTION MATTERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the Town of Loxahatchee Groves shall conduct its annual Municipal General Election on Tuesday, March 15, 2016, pursuant to the Town Charter, Ordinance 2015-04, the Florida Constitution and Chapter 97 - Chapter 106, Florida Statutes.

WHEREAS, one polling place is provided for the Town, Precinct 6094, and shall be open between the hours of 7:00 a.m.-7:00 p.m. on Election Day, March 15, 2016; and

WHEREAS, registered voters shall have the opportunity to cast their vote for candidates who have filed and qualified for the Office of Town Council Member Seat Numbers Two (2) and Four (4), pursuant to the Town Charter of the Town of Loxahatchee Groves, Palm Beach County, Florida; and,

WHEREAS, on July 7, 2015, the Town Council adopted Ordinance 2015-04, pursuant to Section 101.75, Florida Statutes, to move its 2016 General Municipal Election from March 8, 2016, to

March 15, 2016, to coincide with the 2016 Presidential Preference Primary, and to set the qualifying period for the election to be noon on Tuesday, November 3, 2015, through noon on Tuesday, November 10, 2015.

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

**Section 1.** Any qualified elector [registered voter] of the Town of Loxahatchee Groves, Florida, who is qualified to hold an elective office under the Charter and Code of Ordinances of the Town of Loxahatchee Groves, Florida, and who desires to become a candidate for the Office of Town Council Member for Seats Two (2) or Four (4) shall file with the Municipal Filing Officer (Town Clerk), a fully executed Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates (DS-DE 9) Form; provide a Notice of Intent that his/her name be placed upon the ballot for election to declare themselves a bona fide candidate for such office; and file other forms necessary to be declared a candidate for the Office of Town Council Member for Seat Number Two (2) and Four (4).

**Section 2.** The Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates [DS-DE 9] that has been executed and signed by the candidate and accepted and signed by the Campaign Treasurer; the written Notice of Intent to Seek Election for Office of Town Council Member for Seat Numbers Two (2) and Four (4); and other required documents must be provided by the candidate to the Municipal Filing Officer (Town Clerk) during the Filing and Qualifying Period that opens promptly at 12:00 Noon, Tuesday, November 3, 2015 and closes promptly at 12:00 Noon, Tuesday, November 10, 2015.

**Section 3.** Each person seeking to qualify for nomination or election to a municipal office shall pay, at the time of qualifying for office, an election assessment. The election assessment shall

{00096933.1 1574-0702400 }

be an amount equal to one percent (1%) the annual salary of the office sought.

**Section 4.** Pursuant to Section 3 of the Town Charter, each candidate for the Office of Town Council Member for Seat Numbers Two (2) and Four (4) shall be a qualified elector (registered voter). All candidates for the Office of Town Council Member for Seat Numbers Two (2) and Four (4) must be a resident of the Town of Loxahatchee Groves for at least one (1) year prior to qualifying.

**Section 5.** Precinct 6094 is hereby authorized for the Municipal Election to be held on Tuesday, March 15, 2016, for the Office of Town Council Member for Seat Numbers Two (2) and Four (4), which is within the Town of Loxahatchee Groves, Florida.

**Section 6.** The Town Council requests and authorizes the Palm Beach County Supervisor of Elections to conduct its municipal election consistent with the Town Charter, Ordinance 2015-04, Florida law, the Agreement between the Town and the Palm Beach County Supervisor of Elections, attached hereto as "Exhibit A" and hereby approved, and this resolution.

**Section 7.** All members of the Town's Canvassing Board are authorized to attend, and to the extent necessary represent, the Town and its Canvassing Board at all Logic and Accuracy Tests, on election night at the offices of the Palm Beach County Supervisor of Elections Office, and the post-election audit.

**Section 8.** Upon closing the polls at 7:00 p.m., on Tuesday, March 15, 2016, the Town Clerk shall ensure the secure transport of the paper ballots cast, and appropriate cartridges, to the Palm Beach County Supervisor of Election's Office, and the electronic transmission of election information as necessary or required by the Palm Beach County Supervisor of Elections. Upon the receipt of all optical scanned voting ballots and cartridges and provisional ballots, the Palm Beach County Supervisor of Elections shall count all the ballots, including the absentee ballots, optical

scanned paper ballots, and provisional ballots for all Precincts located within the Town of Loxahatchee Groves.

**Section 9.** Upon the Town Clerk's receipt of the Municipal Election Results from the Palm Beach County Supervisor of Elections, the Town's Canvassing Board shall meet as soon as practicable to canvass and certify the election results. The candidate(s) for the Office of Town Council Member for Seat Numbers Two (2) and Four (4) receiving the highest number of votes validly cast shall be declared elected. In the event of a tie vote, a runoff election shall be held pursuant to Town Charter, Section 7(c). Following the Canvassing Board's certification, each newly elected Town Council Member shall be administered the Oath of Office and assume the duties of the office with a ceremonial induction occurring at the next regular meeting of the Town Council following the General Election held in accordance with Section 7(e) of the Town Charter.

**Section 10.** Given that the Town's 2016 General Election coincides with the 2016 Presidential Preference Primary, and Early Voting is provided for such election, the Supervisor of Elections has advised that any municipality that conducts its election with the Presidential Preference Primary cannot opt out of early voting. Therefore, for the Town's 2016 General Election, it is in the best interest of the Town to participate in early voting for municipal elections.

**Section 11.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 12.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 13.** This Resolution shall become effective immediately upon its passage and

adoption.

ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, FLORIDA,

this       day of       **2015.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

\_\_\_\_\_  
Town Clerk, Acting

\_\_\_\_\_  
Mayor David Browning

\_\_\_\_\_  
Vice-Mayor Ron Jarriel

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

**“EXHIBIT A”**

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT AND ELECTION SERVICES BY AND  
BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE TOWN  
OF LOXAHATCHEE GROVES**

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE “INSERT  
MUNICIPALITY NAME”**

**THIS AGREEMENT**, is made and entered into this day of     , 2015, effective January 1, 2016, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the “**SOE**”, and the Town of Loxahatchee Groves, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the “Municipality”.

WITNESSETH:

**WHEREAS**, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the “Code”) which applies to municipalities where expressly so stated; and

**WHEREAS**, Sec 100.3605, *Florida Statutes*, states that “[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision”; and

**WHEREAS**, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

**WHEREAS**, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of [ Name of Municipality’s ] General Municipal election is March 15, 2016. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

3. **FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places or poll worker training facilities within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached here as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

4. **RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

A. **Notice and Advertisement**

(1) **Municipality**

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution if applicable and appoint at least 3 members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion.
- (c) certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

(2) SOE

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

B. **Qualifying Candidates and Petition Initiatives**

(1) **Municipality**

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.
- (f) Provide all necessary information and materials for petition initiative process

(2) **SOE**

- (a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

**C. Ballots**

(1) **Municipality**

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

(2) **SOE**

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

**D. Equipment Testing**

(1) **Municipality**

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

(2) **SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

**E. Early Voting – Optional**

(1) **Municipality**

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites ~~thirty (30)~~ 120 days prior to each Election and notify SOE in writing of locations.

(2) **SOE**

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

## **F. Absentee Voting**

### **(1) Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

### **(2) SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail, internet, or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

## **G. Polling Places**

### **(1) Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

**(2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

**H. Precinct Supplies**

**(1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books and related communication fees.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

**(2) SOE**

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

**I. Poll Workers**

**(1) Municipality**

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

(2) **SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

**J. Election Day Support**

(1) **Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

(2) **SOE**

- (a) Provide an additional list of poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

(1) **Municipality**

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

(2) **SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

**L. Post Election Day**

**(1) Municipality**

**(2) SOE**

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

**M. Audit**

**(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

**(2) SOE**

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

**N. Recount**

**(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) **SOE**

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

5. **INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. In the event of a Special Election, the municipality shall receive the approval of the Supervisor of Elections for the actual election date no later than 90 days prior to a Special Election unless otherwise provided in law. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

7. **TERM:**

This Agreement shall begin on the effective date January 1, 2016 and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable.

8. **CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

9. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

<b>For the SOE:</b>	<b>For the Municipality:</b>
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	Virginia Walton 155 F Road Loxahatchee Groves, FL 33470 Attention: Town Clerk

10. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

12. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2016.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Susan Bucher

Date: \_\_\_\_\_

**As to the MUNICIPALITY:**

ATTEST:

TOWN OF LOXAHATCHEE GROVES

\_\_\_\_\_  
Perla D. Underwood,  
Acting Town Clerk

\_\_\_\_\_  
David Browning, Mayor

( Municipal Seal)

Date: \_\_\_\_\_

## **Palm Beach County Supervisor of Elections**

### **Schedule of Municipal Election Fees**

#### **Presidential Preference Primary and Municipal Elections Tuesday, March 15, 2016**

**A. Set up Fee \$400.00**

- Prepare Ballot layout, ADA Ballot Access, ePollbooks
- Post election results on SOE website and Channel 20

**B. The additional costs listed below will be based on the actual expenses incurred by the municipality and included in the post election invoice.**

- Ballot language translations
- Precinct ballot costs for Non Partisan ballots
- Absentee ballot costs for Non Partisan ballots
- Cost of additional ballot card if required, due to additional ballot wording by municipality, plus additional postage amount

**Palm Beach County Supervisor of Elections**

**2016 Municipal Election Run-Off Fees \***

<b>ABSENTEE BALLOTS</b>	
Set up Absentee Ballot fee	0.13
Voter Absentee Ballot requests - staff time	0.89
Absentee Ballot - materials and postage	2.20
Absentee Ballot prep and mailing - staff time	0.50
Recording/verification of Absentee Ballot returns - staff time	0.89
Notification to Absentee Ballot voter regarding disposition of Canvassing Board	0.09
<b>COST PER ABSENTEE BALLOT</b>	<b>\$ 4.70</b>
<b><u>MUNICIPAL PACKAGE</u></b>	
Preparation of audio ballot and language translation	<i>TBD</i>
Ballot preparation and layout - Voting Equipment Center and IT	294.23
Publish legal notices - L&A testing, AB canvassing	<i>TBD</i>
L&A test development	147.12
Provide certification of registered voters after book closing	33.48
Prepare ePoll books - IT	80.16
Provide polling place supplies - signs, cones, tables, chairs, etc.	25.00
Assist in finding poll worker replacements	54.84
Election Day support	330.60
Election Day staff overtime	463.59

**Palm Beach County Supervisor of Elections**

**2016 Municipal Election Run-Off Fees \***

Canvass of Absentee Ballots	328.34
Post election results - SOE website and Channel 20	48.93
Conduct post election audit	118.34
Provide election results	33.48
<b>COST PER MUNICIPALITY</b>	<b>\$1,806.29</b>
<b>PRECINCT SERVICES</b>	
Prepare election materials - Voting Equipment Center Staff	13.19
Prepare equipment cabinets and routing of voter equipment	23.24
Prepare precinct scanners and ADA Touch screen equipment	23.24
ePoll book programming and prep time - IT staff	9.63
ePoll book Data Service - 2 ePoll books per precinct	36.00
Management of voting history (post election)	25.27
Notification to provisional voters re: the disposition of Canvassing Board	4.70
<b>COST PER PRECINCT</b>	<b>\$ 135.27</b>
* Fees included in this schedule do not include expenses for delivery and pickup of voting equipment, precinct ballot printing and poll worker salaries ( as customarily billed to municipalities)	



**Item 7.b.**

**RESOLUTIONS**

**Resolution No. 2015-33 – Quit Claim Deed –**

**Re: South B Road**

**RESOLUTION NO. 2015-33**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING THE QUIT CLAIM DEED FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT FOR A PORTION OF SOUTH “B” ROAD AS DESCRIBED HEREIN; PROVIDING AUTHORIZATION FOR THE RECORDING OF THE QUIT CLAIM DEED AND TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Loxahatchee Groves Water Control District, an independent special district of the State of Florida (hereinafter “LGWCD”) has certain real property interests and rights in and to a portion of South “B” Road, a public road located within the jurisdictional boundaries of the LGWCD, as described in the Quit Claim Deed attached hereto as Exhibit “A” (hereinafter “South “B” Road”) and which is also located within the geographical boundaries of the Town of Loxahatchee Groves, a municipal corporation of the State of Florida (hereinafter the “Town”); and

**WHEREAS**, the Board of Supervisors of the LGWCD and the Town Council of the Town have agreed to the transfer from LGWCD to the Town of all of the rights and interests the LGWCD has in and to South “B” Road as provided herein; and

**WHEREAS**, the Counsel for the LGWCD and the Counsel for the Town have agreed to the form of the Quit Claim Deed which is attached hereto as Exhibit “A”, in order to effectuate the agreed upon transfer of LGWCD’s road right-of-way interests and rights for South “B” Road to the Town, subject to certain conditions as set forth in the Quit Claim Deed relating to

LGWCD’s continuing ability to carry out its rights and responsibilities as a water control district of the State of Florida; and

**WHEREAS**, the Town Council of the Town hereby finds that it is in the best interests of the Town to accept the attached Quit Claim Deed for South “B” Road from the LGWCD, upon authorization of the Board of Supervisors of the LGWCD.

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

**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 Resolution upon adoption hereof.

**Section 2.** Upon approval by, and delivery from, the Loxahatchee Groves Water Control District, the Town Council of the Town of Loxahatchee Groves hereby accepts the Quit Claim Deed attached hereto as Exhibit “A” for a portion of South “B” Road as described in the attached Quit Claim Deed.

**Section 3.** The Town Manager and Town Attorney are authorized to record the subject Quit Claim Deed for South “B” Road and to otherwise take all action necessary to effectuate the intent of this Resolution.

**Section 4.** The Town accepts the responsibility for the construction, operation, maintenance, and repair of the roads and other property described in the attached Quit Claim Deed for South “B” Road.

**Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 7.** This Resolution shall become effective upon adoption.

**RESOLVED AND ADOPTED** by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

\_\_\_\_\_  
Perla D. Underwood, Acting Town Clerk

\_\_\_\_\_  
Mayor David Browning

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Vice Mayor Ron Jarriel

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

This instrument prepared by  
and return to:

John A. Weig, Esq.  
Caldwell Pacetti Edwards Schoech & Viator P.A.  
250 South Australian Avenue, Suite 600  
West Palm Beach, Florida 33401

[Space Above This Line For Recording Data]

## Quit Claim Deed

**This Quit Claim Deed** is being executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the **LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special district of the State of Florida**, whose address is 101 West “D” Road, Loxahatchee, Florida 33470 (hereinafter referred to as the “Grantor”), to the **TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida**, whose address is 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 (hereinafter referred to as the “Grantee”).

(Whenever used herein, the terms Grantor and Grantee shall include all the parties to this instrument, and their respective heirs, legal representatives, successors, and assigns.)

**Witnesseth:** That the said Grantor, for and in consideration of the sum of Ten and no/100’s Dollars (\$10.00), and other good and valuable considerations, to said Grantor, in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, and quit-claim unto the said Grantee, and its successors and assigns, forever, all of the right, title, interest, claim, and demand which the Grantor has in and to the following described real property (hereinafter referred to as the “Property”), located in Palm Beach County, Florida, to wit:

See the Legal Description which is contained on **EXHIBIT “A”**  
which is attached hereto and incorporated herein by this reference

**Subject to** all of the Limitations and Conditions and other matters which are listed on **EXHIBIT “B”** which is attached hereto and incorporated herein by this reference.

**To Have and to Hold**, the same, together with, all and singular, the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or in equity, subject to the matters referred to herein, to the proper use, benefit and behalf of the Grantee, and its successors and assigns, forever.

**In Witness Whereof**, the said Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special district of the State of Florida**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_, Chairman

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_, Secretary

(DISTRICT SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as the Chairman, of the **LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special district of the State of Florida**, on behalf of the said District, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ACCEPTED BY GRANTEE:**

By Resolution of the Town of Loxahatchee Groves,

a municipal corporation of the State of Florida,

under Resolution No. \_\_\_\_\_,

adopted on the \_\_\_\_ day of \_\_\_\_\_, 2015.

**EXHIBIT “A”**  
**LEGAL DESCRIPTION**

All real property interests and rights owned and held by the Loxahatchee Groves Water Control District, an independent special district of the State of Florida, in and to those certain tracts or areas of land located within that certain “Loxahatchee Groves Water Control District Maintenance Map for South “B” Road from 1031+/- Feet South of Collecting Canal to Okeechobee Blvd. in Loxahatchee Groves Replat,” as recorded on September 18, 2015, in Road Plat Book 11, Pages 150 to 153, inclusive, of the Public Records of Palm Beach County, Florida, which are described as follows:

- i. those certain public road right-of-way easements dedicated to the public pursuant to and in accordance with Chapter 2014-246, Laws of Florida, which are shown and identified as the “Area Dedicated as Public Road Easement,” and which are described in the “Legal Description of South “B” Road Additional Dedication” listed on said Maintenance Map; and
- ii. those certain areas of land which are shown and identified as being within the “Edge of Graded and Traveled Road” area of land, and which are also located within a portion of the 60-foot platted right-of-way for roads and for canals and drainage ditches shown on said Maintenance Map.

**EXHIBIT “B”**  
**LIMITATIONS AND CONDITIONS**

Grantor and Grantee acknowledge, covenant, and agree that this conveyance is being made and given by the Grantor, and is being accepted and received by the Grantee, subject to and subordinate to the following limitations and conditions and other matters listed below:

- 1) This conveyance is subject to all restrictions, reservations, easements, limitations, and all other matters of record, if any, provided that this reference shall not serve to reimpose the same;
- 2) This conveyance is being made without any statutory, express, or implied warranties or guarantees of any nature whatsoever and the acceptance of the Property by the said Grantee shall be without recourse as to the said Grantor;
- 3) This conveyance is being made to the extent that the said Grantor has the legal right and authority to make and grant this conveyance of the Property to the Grantee herein;
- 4) This conveyance is subject to and subordinate to all rights and interests of the Grantor, Loxahatchee Groves Water Control District, an independent special district of the State of Florida, in and to the Property, in order to carry out its rights, responsibilities, and duties under its Enabling Legislation and the laws of the State of Florida;
- 5) This conveyance is subject to and subordinate to, and Grantor specifically reserves for itself, and its successors and assigns, all rights and interests it may have in and to any utilities, improvements, facilities, or any other works which may be located over, upon, under, through, across, or within the Property, including the right to construct, install, maintain, repair, upgrade, improve, remove, operate, and have access to any existing or future utilities, improvements, facilities, or works over, upon, under, through, across, or within the Property. If either Grantor or Grantee wishes to connect to, modify, install any works or facilities therein, or in any other manner to affect or impact any existing or future utilities, improvements, facilities, or works of the other party hereto, then the party seeking to cause such impact shall be required to first request and obtain a permit from the other party hereto prior to the implementation of any such activity or works. If any existing or future facility or improvement of either the Grantor or the Grantee located over, upon, under, through, across, or within the Property is damaged as a result of the other party's usage or exercise of any rights herein granted or otherwise, then the party which caused such damage shall be obligated, at its sole cost and expense, to timely repair and restore the damaged facility or improvements in a proper and competent manner to a condition substantially similar to that which existed prior to such damage;

- 6) This conveyance does not include, is subject to and subordinate to, and Grantor specifically excludes and reserves for itself, and its successors and assigns, all rights, title, and interests it has or may have in and to any canals, drainage ditches, levees, dikes, bridges, pipes, pumps, or any other drainage, water or flood control or management structures, facilities, improvements, or any other works, including any appurtenant utilities, landscaping, irrigation systems, lighting, or other improvements, which may be located over, upon, under, through, across, or within the Property, or located outside of the Property, including the right to construct, install, maintain, repair, upgrade, improve, remove, operate, and have access to any such existing or future canals or water control facilities or other works, located over, upon, under, through, across, or within the Property, or outside of the Property. If Grantee wishes to connect to, modify, install any facilities therein, or in any other manner to affect or impact any such existing or future canals or water control facilities or other works of Grantor, then Grantee shall be required to first request and obtain a permit from Grantor prior to the implementation of any such activity or works. If any such existing or future canals or water control facilities or other works of Grantor located over, upon, under, through, across, or within the Property, or located outside of the Property, are damaged as a result of Grantee's usage or exercise of any rights herein granted or otherwise, then Grantee shall be obligated, at its sole cost and expense, to timely repair and restore the damaged facility or work in a proper and competent manner to a condition substantially similar to that which existed prior to any such damage;
- 7) This conveyance is subject to and subordinate to, and Grantor specifically reserves for itself, and its successors and assigns, all rights, title, and interests it may have in and to the Property, in order to operate, maintain, construct, install, repair, upgrade, improve, remove, and have access to any of its existing or future canals, drainage ditches, levees, dikes, bridges, pipes, pumps, or any other drainage, water or flood control or management structures, facilities, improvements, or any other works, including any appurtenant utilities, landscaping, irrigation systems, lighting, or other improvements, which may be located over, upon, under, through, across, or within the Property, or located outside of the Property, including the right to utilize the Property, have access and ingress and egress to the Property for personnel, machinery, and maintenance equipment, and to temporarily restrict access to the Property to carry out its above-stated responsibilities; and
- 8) The intent and purpose of this conveyance is to convey, assign, and quit-claim all of the District's real property interests and rights to the Town to and for the public roadways owned by the District and shown on the District's Maintenance Map for South "B" Road from 1031+/- feet South of Collecting Canal to Okeechobee Blvd, to the extent that the District has the legal authority to do so, while recognizing and preserving the District's rights and interests in and to the Property, in any utilities or facilities which may be located therein, and in any canals or water control facilities or other works of the District located within or outside of the Property, so that the District can carry out its water control and drainage and other duties and responsibilities in accordance with its Enabling Legislation and the laws of the State of Florida.



**Item 7.c.**

**RESOLUTIONS**

**Resolution No. 2015-34 – Opposing GL Homes Land Use Change**

**RESOLUTION NO. 2015-34**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, OPPOSING GL HOMES' REQUEST FOR A LAND USE CHANGE TO ITS 4,900 ACRE PARCEL OF LAND LOCATED WEST OF THE ACREAGE; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, GL Homes has submitted a request to Palm Beach County to change the land use of its 4,900 acre Indian Trail Groves Site west of The Acreage from its currently approved 0.1 units per acre to 0.8 units per acre (the "GL Homes Project"); and

**WHEREAS**, the GL Homes Project is estimated to add approximately 4,000 homes in an area that is currently underserved by roadways; and

**WHEREAS**, the GL Homes Project, if approved in its current form, may significantly impact the traffic within the Town of Loxahatchee Groves and in the surrounding communities; and

**WHEREAS**, the Town of Loxahatchee Groves believes that the traffic impacts associated with this development are so severe that the Board of County Commissioners for Palm Beach County should deny GL Homes' request for the land use change in order to protect the citizens of the Town and the surrounding communities.

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

**SECTION 1:** The Town Council hereby formally opposes GL Homes' request for a land use change from the currently approved 0.1 units per acre to 0.8 units per acre due to the significant traffic impacts that will be caused to the existing roadway system by this proposed development, and due to the fact that there are no cost-feasible solutions to maintain the existing roadway system at an acceptable level of service.

**SECTION 2:** The Town Council hereby stands together with the Village of Royal Palm Beach, the City of Palm Beach Gardens, the Village of Wellington, the City of West Palm Beach, and the Indian Trail Improvement District in opposition to the GL Homes' Project, and strongly urges the Board of County Commissioners for Palm Beach County to deny the requested land use change.

**SECTION 3:** If a land use change is to be granted, the Town Council supports the Central Palm Beach County Communities' request that the change only be from 0.1 units per acre to 0.2 units per acre, and that the GL Homes Project be developed with a corresponding balanced land use of non-residential uses.

**SECTION 4:** The Town Council hereby directs the Town Clerk to send this resolution to the Palm Beach League of Cities, and the Board of County Commissioners for Palm Beach County for their consideration and review.

**SECTION 5:** This resolution shall take effect immediately upon passage.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,  
FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor David Browning

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
Vice Mayor Ron Jarriel

\_\_\_\_\_  
Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member Jim Rockett



**Item 8.a**

**Manager's Report**

**AIR**

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 10/06/2015**

**Traffic:** Staff is working with Minto to draft an agreement between Minto and the Town for the funding of the traffic light at Okeechobee Boulevard and D Road.

September 29, 2015	The town's traffic engineer should finish the costing during this week and can be available on the agenda of 10/20/2015.
September 1, 2015	Town traffic engineer determining cost for items not included in the Minto proposal. This is needed in order to determine amount of Town funding needed.
August 25, 2015	Received email and will look to analyzing potential cost to implement light at D Road and Okeechobee. Transmitted information to Town Engineer for very preliminary estimates of cost.
August 12, 2015	No activity on this item
July 15, 2015	No activity on this item
June 30, 2015	No activity on this item
May 11, 2015	No activity on this item
April 15, 2015	This office met with representatives from Minto. Discussion points were covered regarding the proposed funding of the traffic control appurtenances for D Road and Okeechobee. Staff will review the information and report progress at the June 16 Town Council meeting.
April 1, 2015	No activity on this item
March 1, 2015	This office has received communication and we are trying to establish a date and time during the week of March 9 <sup>th</sup> .
February 10, 2015	No activity on this item
January 26, 2015	No activity on this item
January 14, 2015	No activity on this item
December 29, 2014	A discussion with Minto's attorney indicated Palm Beach County would agree for the Town and Minto to enter into a funding agreement which may exclude the County.

**Zoning/Code Enforcement:** Impact of RV trails, etc., locating in Town in unapproved locations and unauthorized campgrounds.

September 23, 2015	Met with individuals to discuss what the Town can do with the imposition of travel trailers into properties within the Town. A productive meeting was held where a consensus of the committee agreed that some criteria needed to be enacted to manage the seasonal trailers coming into Town. A consensus was also agreed that whatever action the Town takes that the action is a stop gap measure for this winter season only. It is also agreed that no properties are excluded from whatever measure the Council eventually adopts. The committee will be having another meeting October 1 at 9:30 AM.
--------------------	---

**Roads:** Impact of GL Homes development on western community road network.

September 29, 2015	Transmitted resolution and documents to Town Attorney for inclusion and Council consideration at the October 6, 2015 meeting.
August 17, 2015	Attended meeting in RPB to discuss the GL Homnes development and what action the affected communities may want to take. Attendees included staff from WPB, ITID, PBG, and Wellington.

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 10/06/2015**

**Roads/Culvert Replacement:** Attended a meeting at West C Road and Timberlane to meet the District Administrator and Supervisor

September 22, 2015 A culvert appears to be collapsed under the road leading into C canal. Property Owners are looking for relief in fixing the culvert and road after the repair. The Town collects gas tax for this road; however, the road is not the same as Compton, Marcella, and Bryan.

**Roads:** This office has requested the LGWCD provide a waiver to the three (3) agreements the Town has with the District for road grading, road repair, and emergency call-out.

September 8, 2015 A letter requesting a waiver pursuant to paragraph 4.1 of the all the agreements provides the Town and District can agree to waive the formality of the 30 day prior notice of expiration which would have been July 1, 2015.

**Roads:** This office met with Angela Hendrichsen Sandoval, P. E., PMP, Section Leader, and Ken Mudd, Resource Professional IV, representing South Florida Water Management District (SFWMD) in reference to a permit the SFWMD issued in 1982 for a road and swale improvement on 43rd. As I understand the purpose of the meeting, SFWMD was looking to determine whether or not the Town would assist them in correcting a deficiency in the road and swale drainage system on the road. The Town will be contacted in the future regarding the next step to be taken to correct the problem.

September 30, 2015	No activity on this item. Staff will reach out to the SFWMD during the week of October 5.
September 7, 2015	No activity on this item
August 12, 2015	No activity on this item
July 15, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.
June 30, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.
June 11, 2015	Staff received a proposed letter from SFWMD to the property owners on 43rd
May 27, 2015	Received a telephone call from Ken Mudd regarding a draft letter that will be sent and establishing a meeting date. It is believed the draft letter will be forthcoming in the next week or two.
May 11, 2015	No activity.
April 14, 2015	No activity on this item.
April 1, 2015	No activity.
February 23, 2015	Ms. Hendrichsen Sandoval stated that this office will be notified in advance of a letter will be drafted informing residents of a meeting to discuss the matter.
February 11, 2015	No activity.
January 15, 2015	This office received communication from SFWMD regarding their internal work to plan their path forward. Upon completing their planning effort, they will be in touch with staff.
January 14, 2015	No activity from SFWMD representative
December 16, 2015	No activity

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 10/06/2015**

**Purchasing:** Request for Letter of Interest for Town Attorney

September 12, 2015

Advertisement for Town Attorney published in the Palm Beach Post on 9/12/2015. Additionally, this has been placed on the Town's web site, in the Florida League of Cities' CM newsbriefs and added to the Florida League of Cities newsletter

**Purchasing:** Request for Proposals for Public Works related functions.

September 26, 2015

An RFP for services ranging from road grading, tree trimming, mowing, street sign installation, road watering, OGEM repairs, and similar services has been prepared and is currently being reviewed by legal, engineering and the OIG. Once completed, the Town will place the advertisement in local newspapers and the Town's web site at a minimum. The goal is to have this published by October 6th.

**Adopted Millage:** Town Council adopted 1.4718 mills for FY 2016.

September 30, 2015

Property Appraiser reduced assessed taxable value by \$1,546,793 through the value adjustment board. This is a reduction of 0.69%. The budget impact can be about a \$2,100 reduction in ad valorem tax revenue.

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**3. ATTACHMENTS**

**4. FINANCIAL IMPACT**

Not applicable.

**5. RECOMMENDED ACTION**

Motion to receive and file report.



**Item 10.a**

**ILA**

**Temporary Emergency Maintenance Services Agreement**

**LGWCD**



# LOXAHATCHEE GROVES WATER CONTROL DISTRICT

**VIA HAND DELIVERY AND ELECTRONIC MAIL**

September 15, 2015

William F. Underwood, II, ICMA-CM, Manager  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470

Re: Agreements between Town and District regarding:

- Road Grading and Supply of Base Rock for Town Roads
- Repair of Town Roads
- Emergency Call-Out Services for Repair of Town Roads
- Emergency Maintenance Services for Town Roads

Dear Mr. Underwood:

At its meeting on September 14, 2015, the District's Board of Supervisors considered the Town's request of September 8, 2015 that the District waive the requirement of a minimum of 30 days advance notice of renewal to renew each of the above-referenced Agreements for an additional two year term. In addition, the District Board also considered the Town's request for provision of certain additional emergency maintenance services.

With regard to the previous agreements, which have expired, the Board chose not to waive the notice requirement. However, the Board offers to continue to provide these and the additional emergency maintenance services to the Town on the following basis:

1. The services heretofore provided in the agreements for "Road Grading and Supply of Base Rock for Town Roads" and "Repair of Town Roads" will continue to be provided through a separate Interlocal Agreement (similar in form to that proposed under Item 2 below) for a period of one-hundred and eighty (180) days, effective August 1, 2015. The services would continue to be provided at the same rates, with the exception of an adjustment in price reflecting increased costs of base rock material from the District's supplier.

2. The services currently encompassed in the agreement for "Emergency Call Out Services for Repair of Town Roads" have been included in the attached "Interlocal Agreement (ILA) for Emergency Maintenance Services on Town Roads" (the "Emergency Maintenance Services ILA"). The Emergency Maintenance Service ILA addresses emergency watering, hedging, signage replacement and repair of Town roads. These services will be provided for a period of ninety (90) days, effective upon approval by the Town.

The Board directed the District Administrator to reconvene the Intergovernmental Coordinating Committee as soon as practical so as to advance discussions on this and related matters.

This letter is provided so the Town will have a basis to approve the District providing the temporary services identified herein. Please provide a copy of this letter and attachments to the Town Council members for consideration tonight.

Please let me know if you have any questions or need additional information.

Very truly yours,  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT



Stephen E. Yohe, PE  
District Administrator

Enclosure

cc: District Board of Supervisors  
Mary Viator, Esquire

**INTERLOCAL AGREEMENT  
FOR EMERGENCY MAINTENANCE SERVICES ON TOWN ROADS**

**THIS INTERLOCAL AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation of the State of Florida, the mailing address of which is 155 F Road Loxahatchee Groves, FL 33470, by and through its Town Council (hereafter referred to as "Town"), and the **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special District of the State of Florida, the mailing address of which is 101 West "D" Road, Loxahatchee, Florida 33470 (hereafter referred to as "District").

**WITNESSETH**

**WHEREAS**, District is an independent special district of the State of Florida, the powers and responsibilities of which are defined in Chapters 189 and 298, Florida Statutes and in Chapter 99-425, Laws of Florida, as amended, (collectively, the District's "Authorizing Legislation"); and

**WHEREAS**, Town is a municipal corporation of the State of Florida, the powers and responsibilities of which are defined in the Town Charter and in General State Law; and

**WHEREAS**, certain roads within the geographical boundaries of Town have been designated by Town as "Town Roads", the control and maintenance of which are the exclusive responsibility of Town; and

**WHEREAS**, from time to time, serious access or safety conditions may arise on Town Roads requiring immediate Emergency Maintenance Services, as more particularly defined herein; and

**WHEREAS**, District may be able to provide such Emergency Maintenance Services on a temporary basis, subject to the availability of equipment and manpower not otherwise dedicated to District required functions or scheduled activities; and

**WHEREAS**, Town and District have agreed on an equitable and objective basis to compensate District for any services that District may provide to Town, as provided herein;

**NOW, THEREFORE**, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the Town and District for and in consideration of the mutual benefits and promises as set forth herein do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

**SECTION 1. RECITALS**. The parties hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

## **SECTION 2. SCOPE OF SERVICES.**

2.1 District may provide to Town certain maintenance services on Town roads on a temporary emergency basis. Unless otherwise expressly agreed by both parties in writing, such services shall be limited to surface watering, hedging, road repairs and traffic sign replacement (hereafter, "Emergency Maintenance Services").

2.2 A request for Emergency Maintenance Services may be initiated by the Town Manager in the form of a written request to the District Administrator identifying the exact nature and location(s) of services desired. The District Administrator shall respond as promptly as possible to a request from the Town Manager. However, the parties hereto agree and acknowledge that the requested services to remedy serious access problems or safety issues shall be subject to the availability of District equipment and personnel, as determined by the District Administrator in his absolute discretion.

2.3 If District agrees to provide Emergency Maintenance Services to Town, District will so confirm in writing to the Town Manager, indicating the schedule and any other conditions of or requirements for such work.

2.4 Material for replacement signs (including required signs and all ancillary components thereof, such as posts, bolts, etc.), will be supplied by Town and delivered to the District Maintenance Facility for the specific requested work. Town shall provide the location and identify the sign type that needs to be replaced.

2.5 Town acknowledges that it has exclusive jurisdiction over traffic control within its boundaries, including traffic sign placement and maintenance. Agreement by District to replace damaged or missing signs shall be entirely at the direction of Town, and by providing such service District does not thereby assume any responsibility for traffic control on Town Roads, including inspection or placement of signs or the ordering or inventory of sign materials.

## **SECTION 3. COMPENSATION.**

3.1 Work performed by District pursuant to this Agreement shall be reimbursed to District. Reimbursement shall have the following components:

A. The **cost of equipment** assigned to provide Emergency Maintenance Services, defined as the current hourly rates identified in the "Schedule of Equipment Rates" eligible for reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., (hereafter "FEMA Equipment Reimbursement Rates"). Accessible at link: <http://www.fema.gov/schedule-equipment-rates>; and

B. The **cost of labor**, defined as (1) the hourly rate of the District employee(s) assigned by District to provide Emergency Maintenance Service to Town, plus a full cost hourly rate overhead multiplier of 1.45, and (2) overtime, if this is when the requested work can be done with approval by the Town.

C. Date/time records for equipment and labor utilized will be provided as part of District's invoice to Town

3.2 District will provide Town with an invoice on a monthly basis for work actually completed for the previous month.

3.3 Invoices will identify the specific Emergency Maintenance Service provided and be accompanied by a copy of the written Work request from the Town Manager or his designee;

3.4 Town shall pay District within thirty (30) days of Town's receipt of the written invoice, and otherwise as provided in the Florida Local Government Prompt Payment Act, §§218.70-218.80, F.S..

3.5 Upon termination of this Agreement, District shall be entitled to prompt payment for any Work assigned by Town that has been wholly or partially completed at the agreed billing rates.

**SECTION 4. INSURANCE.** District will provide the insurance coverage required by the attached Exhibit "A".

**SECTION 5. TERM** This Agreement shall be and continue in full force and effect for the period of ninety (90) days from its Effective Date (the "Initial Term"), unless sooner terminated in the manner provided herein.

**SECTION 6. TERMINATION.** This Agreement shall terminate upon the first to occur of the following events:

- A. Expiration of its Initial Term; or
- B. Execution by Town of an agreement with an alternative provider of Emergency Maintenance Services for Town Roads; or
- C. Upon termination by either party with or without cause upon thirty (30) days written notice to the other party.

**SECTION 7. INDEPENDENT CONTRACTOR:** DISTRICT is an independent contractor and not an employee, agent, or servant of Town for all purposes. This Agreement shall not be construed as creating any joint employment relationship between District and Town. District will indemnify and hold Town harmless in the manner and to the extent set forth in Section 9, below.

**SECTION 8. LIABILITY.** The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party of the liability limits established in Section 768.28 Florida Statutes.

**SECTION 9. TOWN INDEMNIFICATION.** In the event a claim or lawsuit is brought against the District, its officers, employees, servants, or agents, related to an alleged act or omission by the Town for which the Town was solely responsible under this Agreement, the Town agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and

to the extent permitted by law, to indemnify and hold harmless the District, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that District, its officers, employees, servants or agents may or could sustain.

**SECTION 10. DISTRICT INDEMNIFICATION.** In the event a claim or lawsuit is brought against the Town, its officers, employees, servants or agents, related to an alleged act or omission by District for which District was solely responsible under this Agreement, District agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the Town, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the Town, its officers, employees, servants or agents may or could sustain.

**SECTION 11. NOTICES.** Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the TOWN shall be sent to:

Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
Attention: Town Manager  
Phone: 561-793-2418  
Fax: 561-793-2420

All notices to DISTRICT shall be sent to:

Loxahatchee Groves Water Control District  
101 West "D" Road  
P.O. Box 407  
Loxahatchee, Florida 33470,  
Attention: District Administrator  
Phone: (561) 793-0884  
Fax: (561) 795-6157

**SECTION 12. AMENDMENTS.** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

**SECTION 13. VENUE AND ELECTION OF REMEDIES.** This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be

exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14. WAIVER OF JURY TRIAL.** The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

**SECTION 15. DISCRIMINATION.** District and the Town agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**SECTION 16. CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

**SECTION 17. SEVERABILITY.** In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.

**SECTION 18. ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, written or oral, relating to the matters which are the subject of this Agreement.

**SECTION 19. HEADINGS.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 21. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** District acknowledges 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 District and, any, if applicable, subcontractors and lower tier subcontractors. District understands and agrees that in addition to all other remedies and consequences provided by law, failure of

District 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. District shall be responsible for all costs incurred by it or the Town as a result of any investigation by the Inspector General which results in an adverse determination caused by District, and if applicable, subcontractors and lower tier subcontractors.

**SECTION 22. EFFECTIVE DATE.** This Agreement shall be effective upon filing of this Agreement with the Clerk of Circuit Court in and for Palm Beach County, Florida

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Interlocal Agreement between TOWN and DISTRICT on the respective dates under each signature: TOWN, signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2015 and the DISTRICT, signing by and through its Chairman, authorized to execute same by Board of Supervisor’s action on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Executed by TOWN this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**TOWN OF LOXAHATCHEE GROVES,**  
a Florida Municipal Corporation

ATTEST:

By \_\_\_\_\_  
David Browning  
Mayor

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**LOXAHATCHEE GROVES WATER  
CONTROL DISTRICT**, an Independent  
Special District of the State of Florida

ATTEST:

By \_\_\_\_\_  
David DeMarois  
Chairman

\_\_\_\_\_  
John Ryan  
Secretary

[DISTRICT SEAL]

**EXHIBIT "A"**  
**REQUIRED INSURANCE**

Comprehensive General Liability insurance to cover liability bodily injury, accidental death, and property damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed under District. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Comprehensive General Liability
  - I. Each Occurrence \$1,000,000
  - 2. General Aggregate \$1,000,000
  
- B. Automobile and Truck Liability
  - I. Each Occurrence \$1,000,000
  - 2. General Aggregate \$1,000,000
  
- C. Worker's Compensation Insurance

Shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- 1. Worker's Compensation Statutory
- 2. Employer's Liability \$300,000 each accident  
\$300,000 Disease-policy limit  
\$300,000 Disease-each employee

or such other amount that may be required by Florida law, whichever is greater.

Note: Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage. Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for: (a) injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private; (b) collapse of or structural injury to any building or structure except those on which work under this Agreement is being performed; and (c) contractual liabilities related to bodily injury and property damage, i.e. X - explosion, C - Collapse, U - underground.

Automobile and Truck Liability shall cover bodily injury and property damage for the operation of all motor vehicles and equipment, whether or not owned by District, being operated in connection with the work performed under this Agreement. Product and Completed Operations coverage shall be included in the amounts specified above for Comprehensive General Liability.

District shall name Town as an additional insured on each of the policies required herein and shall hold Town harmless on account of claims or damages to persons, property or premises

arising out of the services provided hereunder to the extent provided in Section 10 of this Agreement.

**Evidence of Insurance.** As evidence of insurance coverage, Town may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. District shall submit to Town evidence of insurance at the time of execution of this Agreement. Written notice shall be given to Town at least thirty (30) days prior to nonrenewal of such insurance coverage.

**FILED WITH THE CLERK OF CIRCUIT COURT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**FOR: SHARON R. BOCK,  
CLERK AND COMPTROLLER  
PALM BEACH COUNTY, FLORIDA**

**BY: \_\_\_\_\_**

**ASSISTANT CLERK**

**[CLERK'S SEAL]**

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT  
FIELD EMPLOYEE HOURLY RATES  
SEPTEMBER 25, 2015**

<b>EMPLOYEE</b>	<b>HOURLY GROSS RATE</b>
Theodore J. Wood	\$20.51
Michael A. Loughry	\$18.30
John D. Sowers	\$17.49
James E. DeLong, Jr.	\$16.74
Justin Rowles	\$15.00



## Schedule of Equipment Rates

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

FEMA Code ID	Equipment Description	Specifications	Size	HP	Notes	Unit	2015 Rates
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2015 Rates
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.25
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$9.00
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$11.25
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$24.00
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$34.00
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$57.00
8016	Air Compressor	Air Delivery	1,100 CFM	to 355	Hoses included.	hour	\$58.50
8017	Air Compressor	Air Delivery	1,600 CFM	to 500	Hoses included.	hour	\$98.00
8040	Ambulance			to 150		hour	\$32.75
8041	Ambulance			to 210		hour	\$41.50



8055	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.50
8056	Board, Message			to 5	Trailer Mounted.	hour	\$8.75
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$1.50
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$3.75
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$1.45
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$34.25
8064	Hydraulic Post Driver					hour	\$29.90
8065	Auger	Horizontal Directional Boring Machine	250 X 100			hour	\$136.50
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$108.75
8067	Auger, Directional Boring Machine					hour	\$31.00
8070	Automobile			to 130	Transporting people.	mile	\$0.56
8071	Automobile			to 130	Transporting cargo.	hour	\$14.00
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.65
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$19.75
8075	Motorcycle, Police					mile	\$0.60
8077	Automobile - Ford Expedition	Fire Command Center				hour	\$25.50
8076		6 or 8 cl		285 to 300		hour	\$21.50



8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre	6.5-7.5	hour	\$8.50
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre	7.6-8.6	hour	\$8.80
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre	9.0-10	hour	\$9.45
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre	12-14.0	hour	\$10.20
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre	15-17	hour	\$10.75
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre	18-20	hour	\$11.40
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre	26-28	hour	\$12.50
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre	26-28	hour	\$12.75
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre	38-40	hour	\$14.30
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre	44-46	hour	\$14.75
8110	Barge, Deck	Size 50'x35'x7.25'		hour	\$31.00
8111	Barge, Deck	Size 50'x35'x9'		hour	\$39.50
8112	Barge, Deck	Size 120'x45'x10'		hour	\$67.00
8113	Barge, Deck	Size 160'x45'x11"		hour	\$85.75
8120	Boat, Tow	Size 55'x20'x5'	to 870 Steel.	hour	\$315.00
8121	Boat, Tow	Size 60'x21'x5'	to 1050 Steel.	hour	\$365.00
8122	Boat, Tow	Size 70'x30'x7.5'	to 1350 Steel.	hour	\$543.50



8120	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,014.00
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$65.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$70.00
8126	Swamp Buggy	2007 FASTENAL Swamp Buggy		360		hour	\$95.00
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	\$17.50
8130	Boat, Row				Heavy duty.	hour	\$1.00
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$16.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$26.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$134.25
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$202.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$305.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$348.75
3140	Boat, Tug	Length	16 Ft	to 100		hour	\$33.25
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$56.50
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$77.50
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$187.35
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$237.25
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	\$1.75
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$68.45
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$3.17
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	\$14.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$22.00
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$6.50

815	 Broom, Pavement Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$11.00
8157	Sweeper, Pavement			to 110		hour	\$54.00
8158	Sweeper, Pavement			to 230		hour	\$83.00
8180	Bus			to 150		hour	\$21.75
8181	Bus			to 210		hour	\$27.50
8182	Bus			to 300		hour	\$32.25
8183	Blower	gasoline powered Toro Pro Force		27		hour	\$12.15
8184	Back-Pack Blower			to 4.4		hour	\$1.75
8185	Walk-Behind Blower			13		hour	\$9.50
8187	Chainsaw	Bar Length 20"	20 In	3.0 cu in		hour	\$1.65
8188	Chainsaw	Bar Length 20"	20 In	5.0 cu in		hour	\$2.65
8189	Chainsaw	Bar Length 20"	20 In	6.0 cu in		hour	\$3.00
8190	Chain Saw	Bar Length	16 In			hour	\$2.00
8191	Chain Saw	Bar Length	25 In			hour	\$3.25
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.75
8193	Skidder	model 748 E		to 173		hour	\$58.50
8194	Skidder	model 648 G11		to 177		hour	\$63.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$106.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$117.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$126.50
8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$154.65
8199	Log Trailer	40 ft					\$12.50
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$8.50
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$18.25



8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$25.00
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$52.75
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$53.00
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$97.00
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$143.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$105.50
8220	Compactor			to 10		hour	\$11.60
8221	Compactor, towed, Vibratory Drum			to 45		hour	\$15.75
8222	Compactor, Vibratory, Drum			to 75		hour	\$28.75
8223	Compactor, pneumatic, wheel			to 100		hour	\$33.75
8225	Compactor, Sanitation			to 300		hour	\$109.25
8226	Compactor, Sanitation			to 400		hour	\$186.45
8227	Compactor, Sanitation			535		hour	\$258.95
8228	Compactor, towed, Pneumatic, Wheel		10,000 lbs		Include prime mover rate	hour	\$8.25
8229			20,000 lbs		Include prime mover rate	hour	\$13.25



8240	Feeder, Grizzly			to 35	hour	\$18.25	
8241	Feeder, Grizzly			to 55	hour	\$34.00	
8242	Feeder, Grizzly			to 75	hour	\$49.00	
8250	Dozer, Crawler			to 75	hour	\$41.00	
8251	Dozer, Crawler			to 105	hour	\$45.50	
8252	Dozer, Crawler			to 160	hour	\$72.50	
8253	Dozer, Crawler			to 250	hour	\$77.25	
8254	Dozer, Crawler			to 360	hour	\$164.85	
8255	Dozer, Crawler			to 565	hour	\$285.85	
8256	Dozer, Crawler			to 850	hour	\$370.25	
8260	Dozer, Wheel			to 300	hour	\$75.50	
8261	Dozer, Wheel			to 400	hour	\$123.50	
8262	Dozer, Wheel			to 500	hour	\$174.00	
8269	Box Scraper			3 hitch attach for tractor; 2007 Befco	hour	\$3.35	
8270	Bucket, Clamshell	Capacity	1.0 CY		hour	\$3.75	Includes teeth. Does not include Clamshell & Dragline
8271	Bucket, Clamshell	Capacity	2.5 CY		hour	\$7.25	Includes teeth. Does not include Clamshell & Dragline
8272	Bucket, Clamshell	Capacity	5.0 CY		hour	\$8.50	Includes teeth. Does not include Clamshell & Dragline
8273	Bucket, Clamshell	Capacity	7.5 CY		hour	\$15.50	Includes teeth. Does not include Clamshell & Dragline
8275	Bucket, Dragline	Capacity	2.0 CY		hour	\$3.00	Does not include Clamshell & Dragline



8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$7.00
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$11.00
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$14.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$20.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$43.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$72.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$128.50
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$228.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$263.25
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$452.50
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$66.00
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$75.00
8289	Excavator	2006 model Gradall XL5100		230		hour	\$86.00
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$5.00
8300	Fork Lift	Capacity	6,000 Lbs	to 60		hour	\$13.50
8301	Fork Lift	Capacity	12,000 Lbs	to 90		hour	\$21.50
8302	Fork Lift	Capacity	18,000 Lbs	to 140		hour	\$27.00
8303	Fork Lift	Capacity	50,000 Lbs	to 215		hour	\$57.50
8306		Diesel, CAT TH360B	6,600-11,500 gwwr lbs	99.9		hour	\$33.75



Fork Lift  
Material  
handler

8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$35.25
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$43.60
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$2.50
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$4.00
8311	Generator	Prime Output	16 KW	to 25		hour	\$11.25
8312	Generator	Prime Output	43 KW	to 65		hour	\$20.00
8313	Generator	Prime Output	100 KW	to 125		hour	\$38.00
8314	Generator	Prime Output	150 KW	to 240		hour	\$63.00
8315	Generator	Prime Output	210 KW	to 300		hour	\$82.75
8316	Generator	Prime Output	280 KW	to 400		hour	\$108.25
8317	Generator	Prime Output	350 KW	to 500		hour	\$119.00
8318	Generator	Prime Output	530 KW	to 750		hour	\$205.60
8319	Generator	Prime Output	710 KW	to 1000		hour	\$254.75
8320	Generator	Prime Output	1,100 KW	to 2500	Open	hour	\$411.50
8321	Generator	Prime Output	2,500 KW	to 3000		hour	\$612.25
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$413.00
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$578.70
8324	Generator	Prime Output	1,100 KW	to 2500	Enclosed	hour	\$446.50
8325	Generator	Prime Output	40 KW	60		hour	\$20.00
8326	Generator	Prime Output	20 KW	40		hour	\$10.50
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$40.50
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$54.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$84.00
8350		Diameter	3 In			hour	\$0.20



Hose,  
Discharge

	Hose, Discharge				Per 25 foot length. Includes couplings.		
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.35
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.75
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$1.00
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.35
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$2.20
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.25
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.46
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.95
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$1.30
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$2.35
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$3.35
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$13.00
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$23.50
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$49.00
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$87.25
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$128.75
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$18.00
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$24.25
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105		hour	\$34.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$44.00



8395	Loader, Wheel	Bucket Capacity	4 CY	to 200	hour	\$60.25
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250	hour	\$74.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305	hour	\$98.25
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360	hour	\$108.00
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530	hour	\$167.75
8401	Loader, Tractor, Wheel			to 81	hour	\$26.25
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft		hour	\$3.60
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft		hour	\$5.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10	hour	\$9.50
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25	hour	\$17.00
8419	Breaker, Pavement Hand-Held	Weight	25~90 Lbs		hour	\$0.70
8420	Breaker, Pavement			to 70	hour	\$35.75
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152	hour	\$58.00
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215	hour	\$92.50
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour \$3.37
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour \$8.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour \$50.00
8432				to 125		hour \$135.00



	Paver, Asphalt				Includes wheel and crawler equipment.		
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$114.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	\$147.75
8436	Pick-up, Asphalt			to 110		hour	\$55.25
8437	Pick-up, Asphalt			to 150		hour	\$89.00
8438	Pick-up, Asphalt			to 200		hour	\$120.00
8439	Pick-up, Asphalt			to 275		hour	\$145.75
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$9.25
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$20.50
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$39.75
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$79.50
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$3.65
8447	Paver accessory -Belt Extension	2002 Leeboy			crawler	hour	\$26.60
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$16.75
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$24.00
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	\$11.75
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	\$19.75
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$3.75
8456	Spreader, Sand	Mounting	Dump Body			hour	\$5.90
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$7.90
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$4.25



8470	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$4.80
8470	Pump			to 4	Hoses not included.	hour	\$2.65
8471	Pump			to 6	Hoses not included.	hour	\$3.20
8472	Pump			to 10	Hoses not included.	hour	\$4.40
8473	Pump			to 15	Hoses not included.	hour	\$8.00
8474	Pump			to 25	Hoses not included.	hour	\$9.70
8475	Pump			to 40	Hoses not included.	hour	\$18.50
8476	Pump			to 60	Hoses not included.	hour	\$22.00
8477	Pump			to 95	Hoses not included.	hour	\$34.00
8478	Pump			to 140	Hoses not included.	hour	\$35.75
8479	Pump			to 200	Hoses not included.	hour	\$42.00
8480	Pump			to 275	Does not include Hoses.	hour	\$77.00
8481	Pump			to 350	Does not include Hoses.Diesel	hour	\$98.00
8482	Pump			to 425	Does not include Hoses.	hour	\$120.00
8483	Pump			to 500	Does not include Hoses.	hour	\$140.00
8484	Pump			to 575	Does not include Hoses.	hour	\$162.00
8485	Pump			to 650	Does not include Hoses.	hour	\$183.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$7.00
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$12.00
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 Ft		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$34.50
8490		Max. Platform Height	37 Ft	to 15	Articulated, Telescoping, Scissor.	hour	\$9.00



Aerial Lift,  
Self-Propelled

8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft	to 30	Articulated, Telescoping, Scissor.	hour	\$12.80
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft	to 50	Articulated, Telescoping, Scissor.	hour	\$18.75
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft	to 85	Articulated and Telescoping.	hour	\$59.50
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft	to 130	Articulated and Telescoping.	hour	\$78.00
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Height - 40 Ft	75"x155"	to 80	2000 Lbs Capacity	hour	\$24.50
8496	Crane, Truck Mntd	Max. Lift Capacity	24,000 Lbs		Include truck rate for total cost	hour	\$10.75
8497	Crane, Truck Mntd	Max. Lift Capacity	36,000 Lbs		Include truck rate for total cost	hour	\$17.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60,000 Lbs		Include truck rate for total cost	hour	\$31.50
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$31.25
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$63.50
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$98.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$169.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$222.25
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$8.50
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$16.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$26.75
8513	Saw, Rock			to 100		hour	\$25.25
8514	Saw, Rock			to 200		hour	\$69.75
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.25
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.45



8520	Scraper	Scraper Capacity	16 CY	to 250		hour	\$106.50
	Scraper	Scraper Capacity	23 CY	to 365		hour	\$163.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$246.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$257.00
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$12.50
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$22.50
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$26.50
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$38.50
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$72.25
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$111.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$124.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$7.15
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$152.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$172.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$197.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$4.84
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$16.00
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$27.25
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$37.00

8577	 Loader-Backhoe Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$43.75
8580	Distributor, Asphalt	Tank Capacity	500 Gal		Trailer Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$13.25
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$21.25
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$26.25
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$59.50
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$70.00
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$9.00
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$15.50
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$11.25
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$14.00
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$17.00
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$31.00
8610	Trailer, Water	Tank Capacity	4000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$12.25
8611	Trailer, Water	Tank Capacity	6000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$15.00
8612	Trailer, Water	Tank Capacity	10000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$18.00

8613	 Trailer, Water Tank Capacity	14000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$22.75
8614	Truck- Water Tanker	1000 gal. tank	175		hour	\$35.90
8620	Tub Grinder		to 440		hour	\$103.00
8621	Tub Grinder		to 630		hour	\$158.75
8622	Tub Grinder		to 760		hour	\$203.75
8623	Tub Grinder		to 1000		hour	\$305.81
8627	Vermeer Horizontal Grinder	model HG6000	630	Chain Craw	hour	\$457.00
8628	Stump Grinder	1988 Vermeer SC-112	102		hour	\$41.50
8629	Stump Grinder	24" grinding wheel	110		hour	\$43.90
8630	Sprayer, Seed	Working Capacity 750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$10.75
8631	Sprayer, Seed	Working Capacity 1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$16.50
8632	Sprayer, Seed	Working Capacity 3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$29.00
8633	Mulcher, Trailer Mntd	Working Capacity 7 TPH	to 35		hour	\$11.75
8634	Mulcher, Trailer Mntd	Working Capacity 10 TPH	to 55		hour	\$18.00
8635	Mulcher, Trailer Mntd	Working Capacity 20 TPH	to 120		hour	\$29.25
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563	hour	\$206.25
8637	Trailer	Double Belly Bottom-dump Trailer	350-400		hour	\$82.90
8638	Rake	Barber Beach Sand Rake 600HDr, towed			hour	\$14.00
8639	Chipper	Wildcat 626 Cougar Trommel	125		hour	\$44.20



FEMA

Screen chipper w  
belt

8640	Trailer, Office	Trailer Size	8' x 24'		hour	\$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		hour	\$2.25
8642	Trailer, Office	Trailer Size	10' x 32'		hour	\$2.85
8643	Trailer	Haz-Mat Equipment trailer			hour	\$37.50
8644	Trailer, Covered Utility Trailer	(7' X 16')	7' x 16'		hour	\$2.76
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers			hour	\$32.60
8646	Trailer, Dodge	32' flatbed water			hour	\$25.50
8650	Trencher			to 40	hour	\$12.75
8651	Trencher			to 85	hour	\$27.65
8654	Trencher accessories	2008 Griswold Trenchbox			hour	\$1.20
8660	Plow, Cable	Plow Depth	24 in	to 30	hour	\$11.85
8661	Plow, Cable	Plow Depth	36 in	to 65	hour	\$31.50
8662	Plow, Cable	Plow Depth	48 in	to 110	hour	\$36.50
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		hour	\$22.65
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		hour	\$41.00
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300	hour	\$93.00
8684	Truck, Fire	100 Ft Ladder	100Ft		hour	\$140.81
8690	Truck, Fire	Pump Capacity	1000 GPM		hour	\$80.00
8691	Truck, Fire	Pump Capacity	1250 GPM		hour	\$85.00
8692	Truck, Fire	Pump Capacity	1500 GPM		hour	\$91.00
8693	Truck, Fire	Pump Capacity	2000 GPM		hour	\$93.50



FEMA

	Truck, Fire Ladder	Ladder length	75 FT		hour	\$135.25
8695	Truck, Fire Ladder	Ladder length	150 FT		hour	\$160.00
8696	Truck, Fire	No Ladder		330	Rescure Equipment	hour \$42.00
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	hour	\$24.25
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	hour	\$26.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300	hour	\$30.75
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	hour	\$51.75
8708	Trailer, semi	48ft to 53ft, Flatbed or Enclosed, freight, two axle	50,000+ gwvr		hour	\$15.00
8709	Trailer, semi	Real dump	21 CY		hour	\$11.76
8710	Trailer, semi	28ft, single axle, freight	25,000 gwvr		hour	\$11.50
8711	Flat bed utility trailer	6 ton			hour	\$3.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour \$17.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour \$22.50
8714	Vactor (Mud Dog)	Industrial Hydro Excavator		450	hour	\$86.50
8715	Truck, Hydro Vac	Model LP555DT			hour	\$28.69
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	hour	\$23.75
8717	Truck, Vacuum	60,000 GVW		400	hour	\$74.20
8719	Litter Picker	model 2007 Barber including Tractor			towed by tractor	hour \$12.25
8720	Truck, Dump	Struck Capacity	8 CY	to 220	hour	\$42.25
8721	Truck, Dump	Struck Capacity	10 CY	to 320	hour	\$56.50

8722	Truck, Dump	Struck Capacity	12 CY	to 400	hour	\$71.50
	Truck, Dump	Struck Capacity	14 CY	to 400	hour	\$75.00
8723	Truck, Dump	Struck Capacity	18 CY	to 400	hour	\$77.25
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450	hour	\$128.00
8730	Truck, Garbage	Capacity	25 CY	to 255	hour	\$53.00
8731	Truck, Garbage	Capacity	32 CY	to 325	hour	\$61.00
8733	E-BAM Services	Enviroental Beta Attenuation Air Monitor			hour	\$4.05
				Powered by Solar System		
8734	Attenuator, safety	that can stop a vehicle at 60 mph			hour	\$5.25
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph			hour	\$4.75
8736	Truck, tow	1987 Chevy Kodiak 70		175	hour	\$27.70
8744	Van, Custom	Special Service Canteen Truck		350	hour	\$26.70
8745	Van, step	model MT10FD		300	hour	\$22.06
8746	Van-up to 15 passenger	light duty, class 1		225- 300	hour	\$42.27
8747	Van-up to 15 passenger	light duty, class 2		225- 300	hour	\$42.33
8748	Van-cargo	light duty, class 1		225 - 300	hour	\$42.27
8749	Van-cargo	light duty, class 2		225- 300	hour	\$42.33
8750	Vehicle, Small			to 30	hour	\$7.25
8753	Vehicle, Recreational			to 10	hour	\$3.25
8755	Golf Cart	Capacity	2 person		hour	\$3.70
8761	Vibrator, Concrete			to 4	hour	\$1.20
8770	Welder, Portable			to 16	hour	\$5.85
						Includes ground cable and lead cable.
8771	Welder, Portable			to 34	hour	\$13.75
						Includes ground cable and lead cable.
8772				to 50	hour	\$17.85



	Welder, Portable				Includes ground cable and lead cable.		
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$18.10
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$36.75
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$51.25
8788	Dumpster & Roll off truck	30 yds Dumpster			Each removal & Dumping	EA	\$118.00
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$66.00
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$32.00
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$53.75
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$62.00
8794	Truck, freight	enclosed w/lift gate. Medium duty class 5	gvwr 16000- 19500 Lbs			hour	\$33.70
8795	Truck, backhoe carrier	three axle, class 8, heavy duty	over 33000Lbs			hour	\$41.00
8796	Truck, freight	enclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$36.75
8798	Truck	tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	\$47.70
8799	Truck,	tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr			hour	\$57.70
8800	Truck, Pickup				When transporting people.	mile	\$0.56
8801	Truck, Pickup		½ ton	191		hour	\$19.45
8802	Truck, Pickup		1 ton	340		hour	\$26.00
8803	Truck, Pickup		1¼ ton	360		hour	\$26.77
8804	Truck, Pickup		1½ ton	300		hour	\$29.75
8805	Truck, Pickup		1¾ ton	362		hour	\$35.88
8806						hour	\$16.00



Item ID	Equipment Description	Specifications	Capacity/Weight	Category	Rate
8820	Truck, 3/4-ton Pickup Pickup Truck Skidder accessory	2005 JCB Grapple Claw		hour	\$2.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		hour	\$2.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)	230	hour	\$54.25
8823	Chipper- Wood Recycler	Cat 16 engine	700	hour	\$129.22
8824	Skidder	model Cat 525B	up to 160	hour	\$74.75
8825	Skidder	40K lbs- model Cat 525C	161 and up	hour	\$88.50
8840	Truck, service		up to 26,000 gwvr	215-225 Field Maintenance Services	hour \$31.50
8841	Truck, fuel	2009 International 1,800 gal. storage tank	200	hour	\$39.00
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator	28' X 8'	hour	\$6.70
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		hour	\$6.00
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 Ft Long w/Generator	400	hour \$42.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340	hour \$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340	hour \$16.11
8847	Mobile Command Center (Trailer)	48'x8'		hour	\$3.86
8848	Mobile Command	48'x8' When being Moved w/Truck Tractor	48' x 8'	310	hour \$48.86



Center  
(Trailer)  
FEMA

8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator	43		hour	\$53.86
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260	hour	\$45.00
8851	Mobile Command Van	1990- Ford Econoline-Communication Van		230	hour	\$39.75
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410	hour	\$83.38
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410	hour	\$37.92
8854	Mobile Command Vehicle	Fully Equip RV in Motion	53' X 8.75'	480-550	hour	\$95.00
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5	hour	\$6.50
8871	Light Tower	2004 Allmand			hour	\$4.50
8872	SandBagger Machine	(Spider) automatic		4.5	hour	\$48.75
8900	Helicopter	OH58 KIOWA (Military) is the same as "Bell-206B3		420	hour	\$541.00
8901	Helicopter	OH58 KIOWA (Military) is the same as "Bell-206BR		420	hour	\$568.00
8902	Helicopter	model Bell 206L3 Jet Range Helicopter			hour	\$745.00
8903	Helicopter	model Bell 206L1 Long Range			hour	\$720.00
8904	Helicopter	model Bell 206LT Long Range Twinranger			hour	\$950.00



8905	Helicopter	model Bell 407 EMS- Ambulance		hour	\$755.00
8906	Fixed wing	model Navajo PA31	310	hour	\$568.00
8907	Fixed wing	Navajo Chieftn twin engine	350	hour	\$611.00
8908	Sikorsky Helicopter	model UH-60 (Blackhawk) medium lift	1890	Sams as S-70C Fire Fighting Helicopter	hour \$3,063.00
8909	Sikorsky Helicopter	model UH-A (Blackhawk) medium lift	1890	Fire Fighting Helicopter	hour \$5,420.00
8910	Helicopter	model CH-47 (Chinook) heavy lift	2850	Fire Fighting Helicopter	hour \$10,750.00
8911	Helicopter- light utility	model Bell 407 - 7 seater	814	hour	\$722.00
8912	Helicopter- light utility	modle Bell 206L- 7 seater	814	hour	\$678.35
8913	Helicopter	model BellOH58 KIOWA Mil= Bell- 206	420	hour	\$445.00
8914	Helicopter	Blackhawk King Air B200XP61		hour	\$1,639.00
8915	Cessna Helicopter	Blackhawk Caravan XP42 A	850	hour	\$857.00
8916	Beechcraft Helicopter	Blackhawk King Air C90 XP135 A		hour	\$1,272.00
8917	Aerostar Helicopter	Aerostar 601P	290	hour	\$557.00
8943	Wire Puller (Machine)	Overhead Wire Pulling Machine	30	Overhead/underground Wire Pulling Machine	hour \$12.00
8944	Wire Tensioning Machine	3000 Lbs		Overhead Wire tensioning Machine	hour \$18.00

- [Archived 2010 Equipment Schedule \(PDF 69KB\)](#)
- [Archived 2008 Equipment Schedule](#)

Last Updated: 08/05/2015 - 10:41





**Item 10.b**

**ILA**

**Temporary Road Grading & Repair Services and Supply of Rock  
and Asphalt Material for Town Roads**

**LGWCD**



# LOXAHATCHEE GROVES WATER CONTROL DISTRICT

September 24, 2015

**VIA HAND DELIVERY AND ELECTRONIC MAIL**

William F. Underwood, II, ICMA-CM, Manager  
Town of Loxahatchee Groves  
155 "F" Road  
Loxahatchee, Florida 33470

**RE: PROPOSED INTERLOCAL AGREEMENT FOR TEMPORARY GRADING  
AND REPAIR SERVICES AND SUPPLY OF BASE ROCK AND ASPHALT  
MATERIAL FOR TOWN ROADS**

Dear Mr. Underwood:

As a follow up to the District's letter of September 15, 2015, enclosed is the referenced agreement for the Town Council to consider at their October 6, 2015 Town Council Meeting. We trust the Interlocal Agreement for Emergency Maintenance Services on Town Roads, conveyed to you on September 15, 2015, will also be considered by the Council at the October 6, 2015 Town Council Meeting.

Please let me know if you have any questions or need additional information.

Very truly yours,  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT

Stephen E. Yohe, P.E.  
District Administrator

Enclosure

cc: District Board of Supervisors  
Mary M. Viator, Esquire

**INTERLOCAL AGREEMENT  
FOR  
TEMPORARY GRADING AND REPAIR SERVICES AND  
SUPPLY OF BASE ROCK AND ASPHALT MATERIAL FOR TOWN ROADS**

**THIS INTERLOCAL AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation of the State of Florida, the mailing address of which is 155 F Road Loxahatchee Groves, FL 33470, by and through its Town Council (hereafter referred to as “Town”), and the **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special District of the State of Florida, the mailing address of which is 101 West “D” Road, Loxahatchee, Florida 33470 (hereafter referred to as “District”).

**WITNESSETH**

**WHEREAS**, District is an independent special district of the State of Florida, the powers and responsibilities of which are defined in Chapters 189 and 298, Florida Statutes and in Chapter 99-425, Laws of Florida, as amended, (collectively, the District’s “Authorizing Legislation”); and

**WHEREAS**, Town is a municipal corporation of the State of Florida, the powers and responsibilities of which are defined in the Town Charter and in General State Law; and

**WHEREAS**, certain roads within the geographical boundaries of Town have been designated by Town as “Town Roads”, a list of which is attached hereto as **Exhibit “A”**, the control and maintenance of which are the exclusive responsibility of Town; and

**WHEREAS**, Town requires services, equipment and materials to grade and repair Town Roads, including, but not limited to grading, pothole repair and patching (collectively “Grading and Repair Services”); and

**WHEREAS**, Grading and Repair Services may include provision of base rock and asphalt repair material, as further defined herein; and

**WHEREAS**, District has the experience, expertise, manpower, and equipment to provide Grading and Repair Services and can obtain required base rock material from its suppliers; and,

**WHEREAS**, the TOWN Council and the DISTRICT Board of Supervisors have determined that this Non-Exclusive Agreement is in the best interest of the health, safety, and welfare of Town and its landowners and residents; and

**WHEREAS**, Town and District have agreed on an equitable and objective basis to compensate District for provision to Town of Grading and Repair Services and supply of base rock material, as provided herein;

**NOW, THEREFORE**, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the Town and District for and in consideration of the mutual benefits and promises as set forth herein do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

**SECTION 1. RECITALS.** The parties hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

**SECTION 2. SCOPE OF SERVICES.**

2.1 **TOWN ROADS IDENTIFIED.** A list of Town Roads subject to this Agreement is attached hereto as **Exhibit “A”**. This list may be amended by the Town without amending this Agreement so long as such amendment is in writing and approved by both Parties.

2.2 **ROAD GRADING SERVICES.**

- A. Subject to adjustments in schedule, or work attributable to need, accessibility, weather conditions, or unforeseen circumstances, District shall routinely grade each of the identified Town Roads on a monthly basis.
- B. The parties may, upon Town’s written request, agree in writing to increase the frequency of grading on all or select Town Roads, subject to the provisions of Section 3, below.
- C. District may also provide additional Road Grading Services on an as-needed basis, but only upon the advance, written request of the Town Manager or his/her Designee. Such written request will include a work authorization number, scope of work to be completed, and time of completion. Town shall have no obligation to engage District for such additional Road Grading Services for a specified number of times.

2.3 **REPAIR OF TOWN ROADS.**

- A. District will provide Road Repair Services (including provision of labor and materials) to specific Town Roads on an “as-needed”, non-exclusive basis, as may be requested in advance in writing by the Town Manager or his/her Designee. Such written request will include a work authorization number and scope of work to be completed. Road repairs may include, but are not limited to, pothole repair and patch work on existing OGEM-surfaced Town Roads.
- B. The written work authorization for Road Repair Services will allow for

inclusion of needed materials to complete the requested repair. Town shall have no obligation to engage District for such Road Repair Services for a specified number of times.

2.4 **SUPPLY OF BASE ROCK AND ASPHALT REPAIR MATERIAL.**

- A. District shall provide to Town sufficient authorized base rock and asphalt repair material to serve Town's usage requirements.
- B. Prior to purchasing base rock or asphalt repair material, District will submit a written recommendation to the Town Manager and obtain written approval to proceed.
- C. District's reimbursement price for base rock and asphalt repair material is Free On Board destination, with mutually agreed delivery/unloading to the location specified at the time of written order by the Town Manager.

2.5 **GENERAL REQUIREMENTS.**

- A. District shall comply with federal, state, and local laws, rules, regulations, and ordinances that may be applicable to the safe operation of the equipment provided for road grading and repair services. All equipment must be appropriately equipped with a revolving or flashing amber light so passing drivers can locate equipment from a distance.
- B. District assumes responsibility for performance of its services to be provided hereunder in accordance with its experience and past procedures.
- C. District agrees that no subcontracting is permitted without the advance, written approval of the Town Manager.

**SECTION 3. COMPENSATION.**

- 3.1. **For Road Grading Services:** \$110.00 per mile
- 3.2. **For Road Repair Services:** \$50 per hour, plus material cost reimbursement
- 3.3. **For Supply of Base Rock and Asphalt Repair Material:**
  - Base Rock/57A \$ 21.50 per ton
  - Base Rock 1 Inch Minus: \$ 13.25 per ton
  - Recycled Asphalt \$ 4.00 per ton (min. charge is \$80.00)
  - Black Top Patch \$ 11.25 per bag

3.4 Logged records for equipment and labor utilized will be provided as part of District's invoice to Town, together with dates and quantities of materials furnished for repair of Town Roads.

3.5 District will provide Town with an invoice on a monthly basis for work actually completed and road repair materials provided for the previous month, accompanied by any Town written authorizations to acquire base rock or asphalt repair material.

3.6 Town shall pay District within thirty (30) days of Town's receipt of the written invoice, and otherwise as provided in the Florida Local Government Prompt Payment Act, §§218.70-218.80, F.S. Any disagreement with District's invoice submitted must be identified by the Town in writing within ten (10) days of receipt of invoice.

3.7 Upon termination of this Agreement, District shall be entitled to prompt payment for any Work or material assigned by Town that has been wholly or partially completed or delivered at the agreed billing rates.

**SECTION 4. INSURANCE.** District will provide the insurance coverage required by the attached **Exhibit "B"**.

**SECTION 5. TERM** This Agreement shall be and continue in full force and effect for the period of six (6) months beginning on August 1, 2015 (the "Initial Term"), unless sooner terminated in the manner provided herein.

**SECTION 6. TERMINATION.** This Agreement shall terminate upon the first to occur of the following events:

- A. Expiration of its Initial Term; or
- B. Execution by Town of a replacement agreement; or
- C. Upon termination by either party with or without cause upon thirty (30) days written notice to the other party.

**SECTION 7. INDEPENDENT CONTRACTOR:** District is an independent contractor and not an employee, agent, or servant of Town for all purposes. This Agreement shall not be construed as creating any joint employment relationship between District and Town. District will indemnify and hold Town harmless in the manner and to the extent set forth in Section 9, below.

**SECTION 8. LIABILITY.** The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party of the liability limits established in Section 768.28 Florida Statutes.

**SECTION 9. TOWN INDEMNIFICATION.** In the event a claim or lawsuit is brought against the District, its officers, employees, servants, or agents, related to an alleged act or omission by the Town for which the Town was solely responsible under this Agreement, the Town agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and

to the extent permitted by law, to indemnify and hold harmless the District, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that District, its officers, employees, servants or agents may or could sustain.

**SECTION 10. DISTRICT INDEMNIFICATION.** In the event a claim or lawsuit is brought against the Town, its officers, employees, servants or agents, related to an alleged act or omission by District for which District was solely responsible under this Agreement, District agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the Town, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the Town, its officers, employees, servants or agents may or could sustain.

**SECTION 11. NOTICES.** Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the **TOWN** shall be sent to:

Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
Attention: Town Manager  
Phone: 561-793-2418  
Fax: 561-793-2420

All notices to **DISTRICT** shall be sent to:

Loxahatchee Groves Water Control District  
101 West "D" Road  
P.O. Box 407  
Loxahatchee, Florida 33470,  
Attention: District Administrator  
Phone: (561) 793-0884  
Fax: (561) 795-6157

**SECTION 12. AMENDMENTS.** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

**SECTION 13. VENUE AND ELECTION OF REMEDIES.** This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be

exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14. WAIVER OF JURY TRIAL.** The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

**SECTION 15. DISCRIMINATION.** District and the Town agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**SECTION 16. CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

**SECTION 17. SEVERABILITY.** In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.

**SECTION 18. ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, written or oral, relating to the matters which are the subject of this Agreement.

**SECTION 19. HEADINGS.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 21. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** District acknowledges 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 District and, any, if applicable, subcontractors and lower tier subcontractors. District understands and agrees that in addition to all other remedies and consequences provided by law, failure of

District 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. District shall be responsible for all costs incurred by it or the Town as a result of any investigation by the Inspector General which results in an adverse determination caused by District, and if applicable, subcontractors and lower tier subcontractors.

**SECTION 22. EFFECTIVE DATE.** This Agreement shall be effective upon filing of this Agreement with the Clerk of Circuit Court in and for Palm Beach County, Florida

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal Agreement between TOWN and DISTRICT on the respective dates under each signature: TOWN, signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2015 and the DISTRICT, signing by and through its Chairman, authorized to execute same by Board of Supervisor’s action on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Executed by **TOWN** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**TOWN OF LOXAHATCHEE GROVES,**  
a Florida Municipal Corporation

ATTEST:

By \_\_\_\_\_  
David Browning  
Mayor

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**LOXAHATCHEE GROVES WATER  
CONTROL DISTRICT**, an Independent  
Special District of the State of Florida

ATTEST:

By \_\_\_\_\_

David DeMarois  
Chairman

\_\_\_\_\_  
John Ryan  
Secretary

[DISTRICT SEAL]

Town Road Mileage Chart  
2015

TOWN ROAD NAME	PLAT DESIGNATION	MILEAGE	NOTES
A Road	From Okeechobee Blvd to North Rd	2.001	IMPROVED
C Road - South	From Collecting Canal Rd to Okeechobee Blvd	1.236	IMPROVED
C Road - North	From Okeechobee Blvd to North Rd	1.981	IMPROVED
D Road - North	From Okeechobee Blvd to North Rd	1.996	IMPROVED
10TH PLACE NORTH	BLOCK B	0.000	PRIVATE
11TH LANE NORTH	BLOCK F	0.000	2014 REMOVED
11TH TERRACE	BLOCK C	0.208	
12TH PLACE NORTH	BLOCK E	0.397	
131ST TERRACE NORTH	BLOCK F	0.135	
13TH PLACE NORTH	BLOCK F (FOLSOM)	0.000	2014 REMOVED
13TH PLACE NORTH	BLOCK F (F ROAD)	0.166	2014 REMOVED
140TH STREET NORTH	CUT-THRU / SUNSPORT	0.000	2015 OIG & PBC ENG REMOVED
147TH AVENUE NORTH	BLOCK C	0.115	
147TH DRIVE NORTH	BLOCK C	0.000	2015 Oig & PBC ENG. REMOVED
145TH (AVENUE) TERRACE NORTH	T: 43S / R: 41E	0.332	2013 -660 FEET REMOVED
148TH TERRACE NORTH	T: 43S / R: 41E	0.334	
149TH AVENUE N	BLOCK I	0.126	REMOVED 2013
14TH PLACE NORTH	BLOCK E	0.171	
152ND WAY NORTH	BLOCK B	0.000	2014 REMOVED
160TH STREET NORTH	T: 43S / R: 41E	0.423	
161ST TERRACE NORTH	T: 43S / R: 40E	1.832	2013 - 1x/wk Approved
17TH ROAD NORTH	BLOCK B	0.118	
21ST ROAD NORTH	BLOCK C	0.132	
22ND COURT NORTH	BLOCK F/Folsom	0.275	
22ND ROAD NORTH	BLOCK C (C ROAD)	0.221	
22ND ROAD NORTH	BLOCK E (E ROAD)	0.138	
22ND ROAD NORTH	BLOCK F (F ROAD)	0.194	
23RD COURT NORTH	BLOCK E	0.173	
24TH CIRCLE NORTH	BLOCK C	0.247	
24TH COURT NORTH	BLOCK C (C ROAD)	0.255	
24TH COURT NORTH	BLOCK D (E ROAD)	0.194	
24TH COURT NORTH	BLOCK E (WEST F)	0.224	
24TH COURT NORTH	BLOCK F (EAST F)	0.367	
25TH PLACE NORTH	BLOCK B (C ROAD)	0.136	2014 - 480 FEET REMOVED
25TH PLACE NORTH	BLOCK C (D ROAD)	0.145	

Town Road Listing  
January 2014

TOWN ROAD NAME	PLAT DESIGNATION	MILEAGE	NOTES
27TH LANE NORTH	BLOCK C	0.135	2014 REMOVED
30TH COURT NORTH	BLOCK B (C ROAD)	0.141	DOES NOT EXIST
30TH COURT NORTH	BLOCK D (D ROAD)	0.124	
34TH PLACE NORTH	BLOCK C	0.202	
35TH PLACE NORTH	BLOCK D	0.120	
41ST ROAD NORTH	T: 43S / R: 41E	0.062	
42ND ROAD NORTH	T: 43S / R: 41E	0.141	
42ND STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.189	
43RD ROAD NORTH	T: 43S / R: 41E (GLOBAL)	0.194	
43RD ROAD NORTH	T: 43S / R: 41E	0.250	2013 -660 FEET REMOVED
44TH STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.211	
8TH PLACE NORTH	BLOCK C	0.300	
APRIL DRIVE	BLOCK C	0.160	
BIDDIX ROAD	BLOCK D	0.194	
BRYAN ROAD	BLOCK F	0.732	IMPROVED
BUNNY LANE	BLOCK C	0.183	
CANAL MAINTENANCE RD	T: 43S / R: 41E (40TH ST N)	1.503	
(WILSON) CASEY ROAD	BLOCK F	0.733	
CITRUS DRIVE	BLOCK K	0.238	
COMPTON ROAD	BLOCK F	0.738	IMPROVED
EAST CITRUS DRIVE	BLOCK K	0.495	
EDITH ROAD	BLOCK E	0.191	
FARLEY ROAD	BLOCK E	0.191	
FERRIS LANE	BLOCK A	0.184	
FLAMINGO DRIVE	BLOCK C	0.135	
FOREST LANE	BLOCK B	0.209	
FORTNER DRIVE	BLOCK B (B ROAD)	0.590	
FORTNER DRIVE	BLOCK B (C ROAD)	0.061	2014 REMOVED 1240 FEET
FOX TRAIL	BLOCK E	0.193	
GLOBAL TRAIL	T: 43S / R: 41E	0.501	
GREAT DANE LANE	BLOCK F	0.130	2014 REMOVED
GRUBER LANE	BLOCK C	0.497	
HYDE PARK ROAD	BLOCK E	0.447	
IAN TRAIL	T: 43S / R: 41E	0.376	
JEWEL LANE	BLOCK B	0.094	
KAZEE ROAD	BLOCK G	0.432	
KERRY LANE	BLOCK E	0.257	
LOS ANGELES DRIVE	BLOCK B	0.214	
LOXAHATCHEE AVENUE	BLOCK K	0.175	
MARCELLA BOULEVARD	BLOCK F	0.731	IMPROVED
MARCH CIRCLE	BLOCK F	0.165	
MORROW COURT	BLOCK B	0.193	

Town Road Listing  
January 2014

TOWN ROAD NAME	PLAT DESIGNATION	MILEAGE	NOTES
ORANGE AVENUE	BLOCK K	0.075	
PADDLEFOOT	BLOCK E		2014 REMOVED
PARADISE TRAIL	BLOCK C	0.150	
PERKINS DRIVE	BLOCK F	0.336	2014 REMOVED
PINEAPPLE DRIVE	BLOCK I	0.200	2013 1550 ft. REMOVED
QUAIL ROAD	BLOCK F	0.135	IMPROVED
RACKLEY ROAD	BLOCK F	0.140	
RAYMOND DRIVE	BLOCK F	0.327	
ROBERTS WAY	BLOCK B	0.195	
SALLY'S ALLEY		0.244	2013 REMOVED
SAN DIEGO DRIVE	BLOCK B	0.214	
SCOTTS PLACE	BLOCK B	0.205	
SHAMROCK DRIVE	BLOCK B	0.244	2014 REMOVED
SIXTH COURT NORTH	EAST D	1.733	
SIXTH COURT NORTH	WEST D	0.172	
SNAIL TRAIL (19TH STREET N)	BLOCK C	0.240	
TANGERINE DRIVE	BLOCK K	0.514	
TEMPLE DRIVE	BLOCK I	0.082	
TIMBERLANE PLACE	BLOCK B	0.119	2014 -960 FEET REMOVED
TRIPP ROAD	BLOCK D	0.225	PAVED to 14404
VALENCIA DRIVE	BLOCK K	0.125	
WEST "B" ROAD	BLOCK A	0.340	
WEST "C" ROAD	BLOCK B	0.607	
WEST "D" ROAD	BLOCK I (SOUTH C.C.)	0.322	
WEST 'D' ROAD	BLOCK C (NORTH C.C.)	0.394	
WEST 'F' ROAD	BLOCK E	0.198	
WILLIAMS DRIVE	BLOCK B	0.211	
		<b>35.030</b>	

**EXHIBIT "B"**  
**REQUIRED INSURANCE**

Comprehensive General Liability insurance to cover liability bodily injury, accidental death, and property damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed under District. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Comprehensive General Liability
  - I. Each Occurrence \$1,000,000
  - 2. General Aggregate \$1,000,000
  
- B. Automobile and Truck Liability
  - I. Each Occurrence \$1,000,000
  - 2. General Aggregate \$1,000,000
  
- C. Worker's Compensation Insurance

Shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- 1. Worker's Compensation Statutory
- 2. Employer's Liability \$300,000 each accident  
\$300,000 Disease-policy limit  
\$300,000 Disease-each employee

or such other amount that may be required by Florida law, whichever is greater.

Note: Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage. Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for: (a) injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private; (b) collapse of or structural injury to any building or structure except those on which work under this Agreement is being performed; and (c) contractual liabilities related to bodily injury and property damage, i.e. X - explosion, C - Collapse, U - underground.

Automobile and Truck Liability shall cover bodily injury and property damage for the operation of all motor vehicles and equipment, whether or not owned by District, being operated in connection with the work performed under this Agreement. Product and Completed Operations coverage shall be included in the amounts specified above for Comprehensive General Liability.

District shall name Town as an additional insured on each of the policies required herein and shall hold Town harmless on account of claims or damages to persons, property or premises arising out of the services provided hereunder to the extent provided in Section 10 of this Agreement.

**Evidence of Insurance.** As evidence of insurance coverage, Town may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. District shall submit to Town evidence of insurance at the time of execution of this Agreement. Written notice shall be given to Town at least thirty (30) days prior to nonrenewal of such insurance coverage.

**FILED WITH THE CLERK OF CIRCUIT COURT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**FOR: SHARON R. BOCK,  
CLERK AND COMPTROLLER  
PALM BEACH COUNTY, FLORIDA**

**BY: \_\_\_\_\_**

**ASSISTANT CLERK**

**[CLERK'S SEAL]**



**Item 11 (1)**

**Vice Mayor Jarriel**

**Draft Referendum Ballot Language**

meaning of section 112.51, Florida Statutes. Recommendations for improvements in the town government operations shall come through the town manager, but each member of the council shall be free to discuss or recommend improvements to the town manager, and the council is free to direct the town manager to implement specific recommendations for improvement in town government operations.

**Section 6. Budget and appropriations.—**

(1) FISCAL YEAR.—The town shall have a fiscal year which shall begin on the first day of October and shall end on the last day of September of the following calendar year, unless otherwise defined by general law. Such fiscal year shall also constitute the annual budget and accounting year.

(2) BUDGET ADOPTION.—The council shall adopt a budget in accordance with applicable general law, following a minimum of two public hearings on the proposed budget. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.

(3) EXPENDITURES.—The budget shall not provide for expenditures in an amount greater than the revenues budgeted.

(4) APPROPRIATIONS.—

(a) If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the council by resolution may make supplemental appropriations for the year in an amount not to exceed such excess.

(b) If, at any time during the fiscal year, it appears probable to the town manager that the revenues available will be insufficient to meet the amount appropriated, the town manager shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps that should be taken. The council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the council may by resolution reduce one or more appropriations accordingly.

(c) No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated, or by more than the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

**(5) BONDS; INDEBTEDNESS.—**

(a) Subject to the referendum requirements of the State Constitution, if applicable, the town may from time to time borrow money and issue bonds or other obligations or evidence of indebtedness (collectively, “bonds”) of any type or character for any of the purposes for which the town is now or

hereafter authorized by law to borrow money, including to finance the cost of any capital or other project and to refund any and all previous issues of bonds at or prior to maturity. Such bonds may be issued pursuant to one or more resolutions adopted by a majority of the council.

(b) The town may assume all outstanding indebtedness related to facilities it acquires from other units of local government and be liable for payment thereon in accordance with its terms.

(6) REVENUE BONDS; LEASE-PURCHASE CONTRACTS.—Unless authorized by the electors of the town at a duly held referendum election, the council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease-purchase contracts or any other unfunded multiyear contracts for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of 36 months, unless mandated by state or federal governing agencies.

(7) ANNUAL AUDIT.—The council shall provide for an independent annual financial audit of all town accounts and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the town government or in any of its officers. Residency in the town shall not be construed as a prohibited interest.

#### Section 7. Elections.—

(1) ELECTORS.—Any person who is a resident of the town, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the town.

(2) NONPARTISAN ELECTIONS.—All elections for the town council members shall be conducted on a nonpartisan basis without any designation of political party affiliation.

(3) ELECTION DATES.—A special election shall be held on the second Tuesday in March 2007, and regular elections shall be held on the second Tuesday in March of each election year, provided as follows:

(a) For the two council member seats that received the highest number of votes in the March 2007 election, the next election to fill the council member seats shall be held on the second Tuesday in March after the first Monday in March in 2010, and every 3 years thereafter.

(b) For the two council member seats that received the next highest number of votes in the March 2007 election, the next election to fill the council member seats shall be held on the second Tuesday in March after the first Monday in March in 2009, and every 3 years thereafter.

(c) For the remaining council member seat, the next election to fill the council member seat shall be held on the second Tuesday in March after the first Monday in March in 2008, and every 3 years thereafter.

# Town of Loxahatchee Groves, FLORIDA

## Town Council AGENDA ITEM REPORT

### AGENDA ITEM No. 7.a.

MEETING DATE: 12/16/2014

PREPARED BY: Janet K. Whipple, Town Clerk

**SUBJECT: Proposed Referendum – Amendment to the Town Charter – Section 6 Entitled “Budget and Appropriations” Subsection (6) Revenue Bonds; Lease-Purchase Contracts.**

#### 1.BACKGROUND/HISTORY

**Legislative Update:** The Council passed Ordinance No. 2014-09 as a Public Hearing/First Reading, as amended, on December 2, 2014 in order to place a referendum on the March 15, 2015 ballot relating to an amendment to the Town Charter. Town Attorney Cirullo amended the ballot language to read “deleting this provision would permit the Town to borrow funds for any lawful governmental purposes”...instead of ~~regardless of purpose or repayment term.~~ This ordinance is now up for the Public Hearing/Second and Final Reading, as amended.

**Problem Statement:** Revenue Bonds and Lease Purchasing Contracts are not accessible to the Town Council without going to referendum.

**Problem Solution:** Place a referendum on the March 10, 2015 Municipal Election Ballot removing this item from the Town Charter, and enabling the Town Council to authorize borrowing where the repayment terms of which exceed thirty-six (36) months.

Previously during a Town Council Meeting, the Council directed the Town Attorney to draft appropriate enabling legislation.

#### 2.CURRENT ACTIVITY

Currently, if the Town borrows money, the repayment terms, which exceeds thirty-six (36) months are in the Town Charter and requires approval by referendum.

#### 3.ATTACHMENTS

Ordinance No. 2014-09

#### 4.FINANCIAL IMPACT

Costs are undetermined at this time but will be incorporated in Municipal Election Fees.

#### 5.RECOMMENDED ACTION

Request Council approve Ordinance No 2014-09 to allow the Charter Change, by referendum vote, concerning amending Section 6 entitled “Budget and Appropriations” deleting subsection (6) Revenue Bonds; Lease –Purchase Contracts.

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2014-09**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF LOXAHATCHEE GROVES, TO AMEND SECTION 6, ENTITLED “BUDGET AND APPROPRIATIONS,” TO DELETE SUBSECTION (6) ENTITLED “REVENUE BONDS; LEASE-PURCHASE CONTRACTS,” WHICH WOULD REMOVE THE REQUIREMENT THAT CERTAIN TYPES OF BORROWING THAT EXCEED A REPAYMENT TERM OF THIRTY SIX (36) MONTHS BE APPROVED BY REFERENDUM ELECTION; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES, AS A SPECIAL ELECTION WITH THE TOWN’S GENERAL MUNICIPAL ELECTION ON MARCH 10, 2015, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION, AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CHARTER AND CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the Town of Loxahatchee Groves, Florida; and

**WHEREAS**, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the Town Council of the Town of Loxahatchee Groves, Florida, in an ordinance format; and

**WHEREAS**, Section 6, entitled “Budget and Appropriations,” subsection 6, entitled “Revenue Bonds; Lease-Purchase Contracts,” of the Town Charter requires approval by referendum

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**CODING:** Words in ~~struck-through~~ type are deletion from existing law; words in underlined type are additions

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2014-09**

of certain borrowing where the repayment of which is in excess of thirty-six (36) months; and,

**WHEREAS**, removing subsection (6) of the Charter will enable the Town Council to authorize borrowing where the repayment terms of which exceeds thirty-six (36) months; provided that this change would not affect any referendum required by state law; and,

**WHEREAS**, the Town Council deems the proposed amendment to the Town Charter, as detailed herein, to be in the best interests of the citizens and residents of 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.

**Section 2.** Section 6, entitled "Budget and Appropriations," subsection (6) entitled "Revenue Bonds; Lease-Purchase Contracts," of the Town Charter of the Town of Loxahatchee Groves, Florida, shall be amended as follows:

Section 6. Budget and appropriations.—

. . .

(6) REVENUE BONDS; LEASE-PURCHASE CONTRACTS.-- The provisions of this subsection have been deleted by approval of the Electors of the Town at the March 10, 2015, special referendum election.

~~Unless authorized by the electors of the town at a duly held referendum election, the council shall~~

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**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2014-09**

~~not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multiyear contracts for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of 36 months, unless mandated by state or federal governing agencies.~~

**Section 3.**

The Ballot Title shall be as follows:

AMEND CHARTER TO DELETE REFERENDUM REQUIREMENT FOR CERTAIN DEBT

**Section 4.** At the Special Election called herein, on March 10, 2015, the following question shall be placed on the ballot for consideration by the qualified electors of the Town of Loxahatchee Groves, Florida, and shall read as follows:

The Town Charter currently requires approval by referendum of revenue bonds, lease purchase contracts, or any other unfunded multiyear contracts to purchase real property or construct capital improvements where the repayment term exceeds thirty-six (36) months. Deleting this provision would permit the Town to borrow funds for any lawful governmental purpose without a referendum unless a referendum is required by state law. Should the Town Charter be amended to delete this provision?

This proposed amendment has no financial impact to the Town

YES  NO

**Section 5.** **Advertisement.** The Town Clerk of the Town of Loxahatchee Groves is hereby authorized and directed to advertise the referendum contemplated herein in accordance with the State of Florida Election Code.

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## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2014-09

**Section 6.**     **Referendum Election.** Pursuant to Section 166.031(1), Florida Statutes, the Town Council of the Town of Loxahatchee Groves hereby calls a special election to be conducted with the Town's municipal election on March 10, 2015, for the purpose of placing the referendum to a vote of the electors of the Town of Loxahatchee Groves.

**Section 7.**     **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 Charter of the Town of Loxahatchee Groves, Florida, and that the Sections of this Ordinance may be renumbered, 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 8.**     **Severability.** If any clause, section, or other part of this Ordinance 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 in no way affecting the validity of the other provisions of this Ordinance.

**Section 9.**     **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 10.**    **Effective Date.** This Ordinance shall take effect immediately upon its adoption. The amended charter as set forth in Section 2 above shall be effective upon approval by the electorate of the Town at the March 10, 2015, election.

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CODING:       Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2014-09**

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON THE FIRST READING, THIS 2nd DAY OF DECEMBER, 2014.**

**PASSED ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON THE SECOND AND FINAL READING, THIS \_\_\_ DAY OF \_\_\_\_\_.**

**TOWN OF LOXAHATCHEE  
GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor David Browning

\_\_\_\_\_  
Janet K. Whipple, Town Clerk

\_\_\_\_\_  
Vice-Mayor Ron Jarriel

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

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**Item 12 (1)**

**Councilman Jim Rockett**

**Town Management Contract Review**

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 30 day of September, 2011, 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 ("Town") and **UNDERWOOD MANAGEMENT SERVICES GROUP, LLC**, a Florida limited liability company with a business address of 840 N.E. Stokes Terrace, Jensen Beach, Florida 34957 ("Underwood").

**WITNESSETH:**

**WHEREAS**, Underwood was organized to provide professional management and other specialized services to the Town and, for those purposes, the Town has retained Underwood to provide those services to the Town; and

**WHEREAS**, Underwood desires to be retained by the Town for the purpose of providing Town Manager services to the Town, subject to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Retention of Underwood.

(a) Subject to the terms and conditions of this Agreement, the Town hereby retains Underwood to provide the Services (hereinafter defined) commencing on October 1, 2011 (the "Commencement Date") and **Underwood hereby agrees to provide the Services to the Town. For purposes hereof, the "Services" shall mean** the exercise and discharge of all of the powers, authority, duties and responsibilities of the Town Manager of the Town as such powers, authority, duties and responsibilities are **set forth in the Town Charter** of the Town (the "Town Charter"), **including those services described in the Scope of Work which is attached hereto as Exhibit "A"**.

(b) The Services include providing a Town Manager on a full-time basis, Town Clerk and clerical staff for a total of sixty (60) hours a week, and financial services required by the Town as provided in the Scope of Work attached hereto as **Exhibit "A"**.

(c) Beginning on the Commencement Date and continuing during the Term (hereinafter defined), Underwood shall perform the Services in compliance with all applicable federal, state and local laws associated with the position of Town Manager of a Florida municipality.

WPH

**EXHIBIT "A"**  
Scope of Work  
Ongoing and One time Tasks

**TOWN MANAGER:**

**Town Charter Description of Duties for Town Manager:**

- 1) As the chief administrative officer, the Town Manager shall:
  - a. Direct and supervise the administration of all departments, offices, and agencies of the town, except the office of town attorney, and except as otherwise provided by this charter or by law.
  - b. Appoint, suspend, or remove any employee of the town or appointive administrative officer provided for, by, or under this charter, except the office of town attorney, and except as may otherwise be provided by law, this charter, or personnel rules adopted pursuant to the charter. The Town Manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.
  - c. Ensure that all laws, provisions of this charter, Town's Vision and acts of the council are faithfully executed.
  - d. Prepare and submit the annual budget and capital program to the council in the form prescribed by ordinance.
  - e. Attend meetings of the town council.
  - f. Draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.
  - g. Sign all licenses issued by the town, issue receipts for all moneys paid to the Town of Loxahatchee Groves, and deposit such moneys in the proper depositories on the first banking day after receipt.
  - h. Provide administrative services in support of the official duties of the mayor and the council.
  - i. Keep the council advised as to the financial condition and future needs of the town and make recommendations to the council concerning the affairs of the Town.
  - j. Sign contracts pursuant to and consistent with the authority provided by the Town's Charter and Ordinances.
  - k. Provide administrative and staff support to all advisory committees, and boards, formed and appointed by the Town Council.
  - l. **Submit to the council, and make available to the public, the Town Management report on finances and administrative activities of the Town as of the end of June of each fiscal year. This Town Management Report will be part of the annual evaluation process by the Town Council.**
  - m. Perform such other duties as are specified in this charter or as may be required by the council.

*WPK*

3) **Planning, Zoning, Building Matters**

- a. The Town has adopted its own land development code. **The Town Manager is responsible for administering planning and zoning activities** pursuant to the Town's land development regulation. Should such be done on a contractual basis with another entity, the Town Manager shall manage and oversee that contract.
- b. Liaison with Palm Beach County as to any agreements with the County on planning matters
- c. Should a land planning firm be contracted by the Town Council to handle all these matters on behalf of the Town, the Town Manager will manage and oversee the firm or individual that is retained to handle all Planning, Zoning, Building and Environmental Regulation matters on behalf of the Town.

4) **Emergency Management (*coordination during an emergency/disaster*)**

- a. Serves as the manager of the Town's Emergency Operations Center and performs all duties as outlined in the Town's Emergency Operations Procedure Manual.
- b. Liaison with the Loxahatchee Groves CERT.
- c. Liaison with the LGWCD (Town's EOC)
- d. Serves as Manager for the Town's Point of Dispensing (POD) should the Strategic National Stockpile activate to protect public health for Palm Beach County.
- e. Liaison with PBC EOC (attends Emergency Management Meetings)
- f. Liaison with the Federal Emergency Management Agency (FEMA) and State of Florida Division of Emergency Management (FDEM)
- g. Manages and oversees the Town's Disaster Debris Removal Firms
- h. Manages and oversees the Town's Disaster Debris Removal Monitoring Contractor
- i. Liaison with Palm Beach County Solid Waste Authority
- j. Oversees any Town action and/or responses relating to post-event review by FEMA or FDEM
- k. Ensures all contractors comply with FEMA requirements, and is responsible for submitting invoices to FEMA with accompanying documentation as required for reimbursement.
- l. Keep Town Council informed of all these activities.
- m. Coordinates with the Palm Beach County Sheriff's Office, which provides law enforcement services to the Town, and Palm Beach County Fire Rescue which provides fire rescue and emergency medical services to the Town.
- n. Liaison with the Florida Division of Forestry.

5) **Code Enforcement**

- a. Manages the Town's Code Enforcement Officer
- b. Coordinates and prepares all necessary material, case files, and agendas for Code Enforcement Special Magistrate. **Executes all Special Magistrate Orders.**
- c. **Provides reports to the Council on Code Enforcement matters on a schedule determined by the Council.**

6) **Financial**

- a. Annual Budget

*Wren*

- a. Work cooperatively with the Loxahatchee Groves Water Control District, including with its Administrator, and as may be directed by the Town Council.
- b. Attend the Intergovernmental Coordination Committee meetings between the Town and the Water Control District

**10) Technology:**

- a. Maintains and keeps current all software.
- b. Maintains and keeps current all computer hardware
- c. Maintains an official on-site and off-site backup of all information stored on the Town's computer.

**11) Meetings attended by the Town Manager:** The Town Manager is expected to attend all meetings of Town committees and boards, as well as government agencies and associations. For the Fiscal Year 2011-2012, the meetings are:

- a. Town Council regular and special meetings and workshops
- b. Town Finance and Audit Advisory Committee
- c. Town Roadway, Equestrian Trials and Greenway Advisory Committee
- d. Town Planning and Zoning Board
- e. Palm Beach County League of Cities
- f. Loxahatchee Groves Water Control District (LGWCD)
- g. Intergovernmental Coordinating Committee (Voting Member)
- h. Palms West Chamber of Commerce
- i. Palms West Economic Development Task Force (Voting Member)
- j. Western Communities Council
- k. Palm Beach County Emergency Management Meeting (Mandatory\*) (For Hurricane and Disaster Preparations; all public & private entities)
- l. PBC Emergency Management-LMS (Mandatory\*)
- m. PBC Emergency Management-Municipalities Only (Mandatory\*)
- n. PBC Emergency Management- EM TEAM (Mandatory\*)(Note:\*Mandatory means being NIMS Compliant for FEMA funding)
- o. Palm Beach County Solid Waste Authority (Town issues only)
- p. Palm Beach County Water Utility Department (Town issues only)
- q. South Florida Water Management District (Town issues only)
- r. FDOT-SR-80 Southern Blvd. expansion project.

**12) Town Office.** Staff the Town Offices to be open Monday through Friday from 9:00 am to 4:00 pm, except government holidays as approved by the Council.

**Summary of Primary Weekly Town Manager Operational Tasks:**

**Town Council and Committee Meetings:** The Town Council conducts two regular meetings a month. The Town also has the following boards and committees:

*WMA*

Financial Advisory and Audit Committee  
Roadway, Equestrian Trails and Greenway Advisory Committee  
Planning and Zoning Board

For these meetings, the Town Management shall:

- Town Council, Committee and Board meetings: Provide staff as part of the contracted services to take minutes and perform the duties of Town Clerk during the actual meetings (*roll call and direction on agenda items*). These minutes need to be transcribed and formatted to the Town Council, or the respective committee or board, within 2 weeks. The corrections need to be followed up as well. Once the documents are approved, they need to be certified, scanned to be put on the website then filed in the appropriate location.
- Agenda Packets. Provide staff as part of the contracted services to coordinate all backup material and research in order to construct the agenda packets. For Town Council meetings, an agenda memo needs to be written for each item with specific information so that the Town Council can be armed with the tools to make informed decisions. These packets need to be produced and assembled for distribution on the Wednesday before each meeting.
- Establish, approve, and post agendas. This needs to be finalized no later than the Wednesday before each meeting. Once finalized, the agenda and backup needs to be posted on the web, available at the Town Office, and sent to the media, Town Council and Town Attorney.

**Legal Notices:** All legal notices need to be drafted, posted, and advertised in a timely fashion in accordance with the Town's charter and Florida State Statutes for all meetings, hearings and ordinances.

**Coordination with Town Attorney's Office:** Coordinate matters with the Town Attorney's Office on an as needed basis.

**Monthly Task Plan:** After each Town Council meeting, a task plan needs to be created by using the bullet points created from the Town recordings. This task list is then divided up between the Town Manager and Town Attorney. This list needs to be managed throughout the month so that all of the tasks are completed in time as scheduled by the Council. *(The list is created and distributed to members of the Town Council within 24 hours of the completion of the Town Council meeting)*

#### **REVIEW OF CONTRACT FOR TOWN MANAGEMENT SERVICES**

**Performance Criteria and Evaluation:** The Contract for Town Management Services shall be reviewed annually. This annual review will be comprised of performance and evaluation criteria established and managed by the Town Council based upon the duties contained in the Contract for Town Management Services along with the Town Management Report through June of the current year prepared by the Town Manager. This annual review of the Contract for Town

WJH

Management Services shall occur no later than August 1 of each year. The Town Manager is responsible for placing this annual review on a Town Council agenda.

**TOWN CLERK (as detailed in the Town Charter):**

(5) TOWN CLERK.—The town manager shall appoint a town clerk or management firm to serve as town clerk (the “clerk”). The clerk shall give notice of council meetings to its members and the public, keep minutes of its proceedings, and perform such other duties as the council or town manager may prescribe from time to time. The clerk shall report to the town manager.

The Town Clerk Function is part of the contracted services.

**TOWN CLERK OPERATIONAL RESPONSIBILITIES:**

- Administers records management and election procedures in accordance with State Statutes and Town Charter and Code of Ordinances; attends Town Council meetings and prepares minutes;
- Acts as the Town election official and coordinates all activities relating to the Election Process for all elections.
- Maintains Town records and provides records and documents to the public and staff; interprets State, County and Town rules and regulations for records management and election procedures; ensures all Town documents are processed pursuant to legal procedures; interprets state and Town laws, rules, and regulations regarding the functions of the office.
- Prepare Council Agenda for Regular Meetings, Special Meetings, Workshops and Committee Meeting Packets
- Town Clerk or Town Staff Designee shall attend all Town Council Regular Meetings, Special Meetings, Workshops and Committee and Board Meetings to record and transcribe the minutes.
- Prepares and finalizes meeting minutes for Town Council approval
- Prepared and finalized minutes for Committee and Board meetings
- Index final adopted version of the minutes of Council meetings.
- Records all meetings and uploads to the Town's website
- Index ordinances and resolutions
- Maintain index of agreements/contracts between Town and various entities or individuals.
- Answer telephone, correspondence and citizen inquiries, including those regarding Town records or ordinances.
- Prepare proclamations and certificates.
- Prepare and transmit deeds to the Clerk of Court for recording in the public records of Palm Beach County.
- Prepare legal notices and advertisements as required Florida State Statutes

**FINANCIAL MANAGEMENT**

Financial Management is part of the contracted services.

## FINANCIAL MANAGEMENT OPERATIONAL RESPONSIBILITIES:

- Follows all statutory requirements in maintaining the proper municipal accounting and financial systems necessary for proper reporting and auditing. Provides professional advice to Town Council.
- Oversees the posting and reconciliation of ledgers and accounts.
- Forecasts, estimates, and monitors the financial condition of the Town to assure the fiscal well being of the Town.
- Prepares annual department budget requests for submission to the Town Manager.
- Directs the preparation of state and federal financial reports.
- Maintains accounting and budgetary procedures in accordance with the Town's Accounting Policy and Procedures Manual, a copy of which is available through the Town Clerk's office.
- Prepares monthly and annual reports of financial activities, consistent with or equivalent to the Town's current format, an example of which is attached hereto.
- The Financial Manager shall review and approve the monthly and annual reports prior to their presentation to the Financial Advisory and Audit Committee and Town Council.
- Processes all invoices and payments
- Manages all investments and operating bank accounts
- Prepare and transmit all information necessary for yearly audit

*Special Note: It is mandatory that the Town of Loxahatchee Groves use an accounting software that specializes in Municipal Government Accounting*

*well*



# Town of Loxahatchee Groves

Finance and Accounting Procedures Manual

Revised January 2012

- The Town Manager will ensure that all conditions and specifications on a contract or order have been satisfactorily fulfilled prior to any disbursement of payment. The Town Manager is responsible for prompt follow-up on any discrepancies and/or payments, and for documenting all correspondence related to such matters.
  - By approving an invoice, the Town Manager indicates that the invoice has been reviewed by management for accuracy and recommends a check for payment.
- Town Management Services firm will ensure that approved invoices will be entered into the accounting system so that checks may be generated on pre-numbered check stock.
  - Check stubs are attached to all paid invoices and paid invoices are filed in folders by month. (such as JAN. 2010 - PAID INVOICES)
  - Authorized signers on the Town of Loxahatchee Groves bank accounts include all members of Town Council.
  - All checks must be signed by two members of the Town Council.
  - The Town Manager will present the invoices and checks to the two authorized signers for their signatures.
  - All signed checks shall be mailed promptly to the respective vendors and original invoices shall be filed.
  - Voided checks will have "VOID" written boldly in ink on the face and have the signature portion of the check torn out. Voided checks will be kept on file.
  - Lost checks over \$35 (or current bank stop payment charge) will have a stop payment applied through the bank. Lost checks under \$35 (or current bank stop payment charge) will be monitored for clearance.
  - Under no circumstances will:
    - Invoices be paid unless approved by the Town Manager.
    - Blank checks (checks without a date or payee designated) be signed in advance
    - Checks be made out to "cash", "bearer", "petty cash", etc.
    - Checks be prepared on verbal authorization.

## GENERAL INFORMATION

- The Town Council formulates financial policies, delegates administration of the financial policies to the Town Manager and reviews operations and activities.
- The Town Manager has management responsibility including financial management.
- Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts; disbursements; payroll; reconciliation of bank accounts; etc.
- Professional financial service providers will be established annually such as Florida Municipal Insurance Trust (F.M.I.T.) (*insurance*), and Nowlen, Holt & Minor, PA (*auditors*).
- The Town's Management Firm will maintain a current and accurate log of the chart of accounts, job accounts and accounting classifications.
- These policies and procedures will be reviewed annually by the Finance Advisory & Audit Committee.

## REVENUE SOURCES

**Ad Valorem Taxes:** Palm Beach County Property Appraiser and Tax Collector place the ad-valorem assessment on their Property Tax Notice each year. The Town adopts the millage rate through its budget hearings and provides that information to the Property Appraiser's Office. Once the notices are sent out and the revenues are collected, they are directly deposited electronically into the Town's QPD Accounts.

**Communications Service Tax:** The 2001 law establishing the communications services tax was designed to restructure taxes on telecommunications, cable, direct-to-home satellite, and related services. The law replaced and consolidated several different state and local taxes with a single tax comprised of two parts: the Florida communications services tax and the local communications services tax. Through the adoption of Ordinance 2007-004, the Town adopted the levying of the Communications Service Tax. The budgeted amount is taken from the information provided by Florida Legislative Committee on Intergovernmental Relations 2010-2011 estimates. The Town receives this revenue monthly in the form of direct deposit from the State of Florida. The revenue deposits are deposited electronically into the Town's QPD Accounts.

**Electric Utility Tax (FPL):**

Florida Power and Light collect the Utilities Service Tax on behalf of the Town. The Utility Tax is directly deposited electronically into the Town's QPD Accounts.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2009-014

Section 2. The Town Council hereby establishes the Town's Finance Advisory and Audit Committee as follows:

I. **Creation of Finance Advisory and Audit Committee.** There is created a Finance Advisory and Audit Committee to act as an advisory board to the Town Council, as follows:

(A) **Qualifications.** Each member of the Finance Advisory and Audit Committee shall be a resident of the Town. Whenever possible, emphasis should be upon persons who have experience in the financial services industry.

(B) **Duties.** The duties of the Finance Advisory and Audit Committee are as follows:

(1) To conduct review and analyses of projects assigned by the Town Council, and make recommendations to the Town Council;

(2) To review and evaluate financial activities of the Town and make recommendations to the Town council; and

(3) To review Town policies and procedures affecting financial functions, and make recommendations to the Town Council as deemed appropriate.

THIS WAS A  
MOTION  
FISCAL 2013/14

(4) To provide audit oversight, consistent with Section 218.391, Florida Statutes, including review the Town's annual audit and meeting with the Town Auditor to discuss the Town Audit prior to submittal to the Town Council for final approval.

(5) To act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council.

(C) The Committee shall be comprised of five (5) voting members, to be appointed by individual Town Council Members.

(D) The Town Council shall appoint one member of the Town Council to serve as a non-voting liaison to the Finance Advisory and Audit Committee.

(E) The voting members shall serve at the pleasure of the Town Council. The terms of the voting members shall run concurrently with the term of the Council Member who nominated the voting member to the Committee.

(F) An attendance requirement shall be imposed on all members of the Finance Advisory and Audit Committee. Unless excuse of absence is granted by the Finance Advisory and Audit Committee, a member of the Finance Advisory and Audit

- An annual physical inventory of fixed assets will be conducted in accordance with Florida Statute 274.02

#### INSURANCE

- Reasonable, adequate insurance coverage will be maintained to safeguard the assets of the Town. Such coverage will include property and liability insurance, and other insurance deemed necessary.
- The Town Manager will maintain insurance policies in insurance files at the Town Office.
- All insurance policies shall be kept in the fire-proof safe.

#### BOOKS OF ORIGINAL ENTRY

FOAD Books  
OPEN FOR  
YEAR-END  
ACCRUALS

- The Town of Loxahatchee Groves will maintain its accounting records on the accrual at least annually in a manner that facilitates the preparation of audited financial statements conforming to generally accepted accounting principles, IRS regulations, and GASB (Government Accounting Standards Board).
- Individual monthly financial statements are based on cash basis.
- Adequate documentation will be maintained to support all general journal entries.
- At the end of each month, a Balance Sheet, Check Register, Financial Statements for all funds (with budget comparisons) will be reviewed by the Town Manager and forwarded to the Finance Advisory & Audit Committee.
- The Finance Advisory & Audit Committee will subsequently review the financial statements at their monthly meetings, and make recommendations to the Town Council to either "approve" or "approve as amended" said financials.
- Upon approval by the Town Council, monthly financial statements shall be posted on the Financial Page of the Town Website.

#### GRANTS AND CONTRACTS

- The Town Manager will carefully review each award and contract to ensure compliance with all financial and programmatic provisions. The Town Clerk will maintain originals of all grants and contracts in a file.
- The Town Clerk will prepare and maintain on a current basis a Grant/Contract Summary form for each grant or contract awarded to the Town of Loxahatchee Groves. This form shall include the name, address, contact person, and phone number for the funding organization; the time period applicable to expenditures.

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into as of the 30 day of September, 2011, 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 ("Town") and **UNDERWOOD MANAGEMENT SERVICES GROUP, LLC**, a Florida limited liability company with a business address of 840 N.E. Stokes Terrace, Jensen Beach, Florida 34957 ("Underwood").

### WITNESSETH:

**WHEREAS**, Underwood was organized to provide professional management and other specialized services to the Town and, for those purposes, the Town has retained Underwood to provide those services to the Town; and

**WHEREAS**, Underwood desires to be retained by the Town for the purpose of providing Town Manager services to the Town, subject to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Retention of Underwood.

(a) Subject to the terms and conditions of this Agreement, the Town hereby retains Underwood to provide the Services (hereinafter defined) commencing on October 1, 2011 (the "Commencement Date") and Underwood hereby agrees to provide the Services to the Town. For purposes hereof, the "Services" shall mean the exercise and discharge of all of the powers, authority, duties and responsibilities of the Town Manager of the Town as such powers, authority, duties and responsibilities are set forth in the Town Charter of the Town (the "Town Charter"), including those services described in the Scope of Work which is attached hereto as **Exhibit "A"**.

(b) The Services include providing a Town Manager on a full-time basis, Town Clerk and clerical staff for a total of sixty (60) hours a week, and financial services required by the Town as provided in the Scope of Work attached hereto as **Exhibit "A"**.

(c) Beginning on the Commencement Date and continuing during the Term (hereinafter defined), Underwood shall perform the Services in compliance with all applicable federal, state and local laws associated with the position of Town Manager of a Florida municipality.

(d) The Town agrees that, to the fullest extent permissible under the law, in performing the Services, Underwood shall be entitled to all the rights, privileges and immunities afforded to individuals serving in the capacity of Town Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all Federal, state and local laws and regulations.

(e) In connection with the retention of Underwood as described in this Agreement, it is the express intent of the Town to have the individuals named in Underwood's response to the RFP 2011-06 serve in the capacities identified. Underwood recognizes and understands that the Town is relying on the use of these individuals when contracting with Underwood and, except for the Town Manager position, Underwood shall advise the Town Council in writing of any changes to the assigned personnel as set forth in Underwood's response to the RFP 2011-06, and the Town Council shall have the right to approve any replacements, which approval shall not be unreasonably withheld. As to the Town Manager position, such may not be changed without the advance approval of the Town Council, which may approve or reject same for any or no reason; provided that if the change is to appoint William F. Underwood, II, approval by the Town Council shall not be unreasonably withheld.

3. Fee and Expenses.

(a) In return for the Services, Underwood shall be entitled to receive from the Town a monthly fee of Twenty Thousand Eight Hundred and Eight Five and 20/100 Dollars (\$20,885.20) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be automatically adjusted on October 1, 2012 and on each October 1 thereafter during the Term in an amount equal to the percentage change in the Consumer Price Index - All Urban Consumers for the South Urban Region for the corresponding period. The Base Fee, as increased in accordance with the foregoing, is referred to herein as the "Fee." The Fee shall be payable to Underwood on a monthly basis throughout the Term (subject to "CPI" adjustments). Should the CPI adjustment be negative, then the adjustment would not apply. The initial month for which payment shall be due is October, 2011; provided that for October, 2011, the fee shall be pro-rated on a daily basis in the event Underwood cannot commence services under this Agreement on October 1, 2011. The monthly fee shall be payable on the first of each month following the month worked for the term of the Agreement. Each month during the Term, Underwood shall submit an invoice for the Fee then payable by the Town. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-.80, are hereby incorporated herein by this reference and the Town agrees to make payment in accordance with same.

(b) Commencing on the Commencement Date and throughout the Term hereof, the Town shall make available to Underwood, at no charge, offices, facilities, equipment and supplies as appropriate to enable Underwood to perform the Services as Town Manager. Underwood agrees that such offices, facilities, equipment and supplies shall be used solely for the Services, and shall not be used for any other services or purposes of Underwood.

(c) Underwood shall be responsible for payment of all fees and/or costs associated with maintaining professional designations, certifications or licenses of any

individuals required to possess a professional designation, certification or license by the Town Charter or the RFP 2011-06, subject to appropriation by the Town Council. Underwood may request that any fees and/or costs associated with maintaining professional designations, certifications or licenses under this section be reimbursed by the Town by application to the Town Council for reimbursement, which the approval or denial of a request for reimbursement will be in the discretion of the Town Council.

4. Term; Termination. The initial term of this Agreement (the "Initial Term") shall commence on the Commencement Date hereof and shall continue up to and including September 30, 2014, subject to the right of the parties to mutually agree, in writing, to extend the Initial Term for additional one year terms (the "Renewal Term") in each case subject to the right of earlier termination as hereafter provided. The Initial Term, together with any Renewal Term, is referred to herein as the "Term." The Town may terminate the Term of this Agreement at any time, without regard to any breach hereof by Underwood and without any liability or obligation to Underwood, only upon sixty (60) days prior written notice. Underwood may terminate the Term of this Agreement at any time, without regard to any breach hereof by the Town and without any liability or obligation to the Town, upon one hundred twenty (120) days prior written notice to the Mayor of the Town and the Town Council. In the event of a termination by either party under this paragraph, Underwood shall be entitled solely to payment of fees accrued but not yet paid through the date of termination. The rights and obligations of the Town and Underwood that arise prior to expiration of the Term, including the Town's obligation to pay to Underwood any earned and unpaid portion of the Fee, shall survive any termination or expiration of the Term of this Agreement.

5. Representations, Warranties and Covenants of Underwood and the Town.

(a) Underwood hereby represents and warrants that (i) it is a Florida limited liability company, duly organized, existing and in good standing under the laws of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by Underwood; (iii) it has the professional expertise, experience and personnel to enable it to perform the Services; and (iv) it possesses any and all licenses or certifications required to perform the Services, that such licenses or certifications are current and that Underwood is and shall be in good standing with respect to such requirements throughout the Term of this Agreement.

(b) Underwood shall not commence performance hereunder until all insurance required under Sections 5(c) hereof and such insurance has been confirmed by the Town, nor shall Underwood allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

(i) Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Attorney prior to the Commencement Date. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the Town. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.



(d) Underwood shall name the Town as an additional insured on each of the policies required herein, and provide a certificate of insurance to the Town evidencing such coverages.

(e) The Town hereby represents and warrants that (i) it is duly organized and validly existing as a municipal corporation of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement; and (iii) the execution, delivery and performance of this Agreement has been duly authorized by the Town Council.

(f) All required insurance shall be an expense of Underwood.

(g) Notwithstanding any other provision of Section 5 herein, in the event that Underwood certifies in writing to the Town Council that it is unable to obtain the insurance coverages required by Section 5(c), Underwood shall obtain the maximum available insurance coverage for each required category of insurance. If evidence of an available higher insurance coverage than that obtained by Underwood is presented to Underwood, Underwood shall obtain the higher insurance coverage up to those amounts required in Section 5(c).

6. Indemnification.

(a) Underwood hereby indemnifies and holds harmless the Town, its elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the Town, its elected and appointed officers, agents and employees arising out of or resulting from the grossly negligent acts, or willful or fraudulent conduct of Underwood or other Underwood personnel performing the Services or otherwise arising from this Agreement.

(b) To the extent not prohibited by Florida law or inconsistent with the Town's sovereign immunity rights as contained in Section 768.28, Florida Statutes, Town hereby indemnifies and holds harmless Underwood, its managers and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by Underwood, its managers and appointed officers, agents and employees arising out of or resulting from grossly negligent acts, or willful or fraudulent conduct of the Town or other Town officials arising from this Agreement.

(c) Each party acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration as the specific consideration for the indemnities provided by each party herein.

(d) The provisions of this Section shall survive the termination or expiration of the Term of this Agreement.

7. Miscellaneous.

(a) *Notices.* Any and all notices permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice and shall be delivered personally, telecopied, telexed, or sent by certified mail or overnight mail via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery, telecopy or telex or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice. For the purposes of this Agreement the address of the Town and Underwood shall be as follows:

To Underwood: Underwood Management Services Group, LLC.  
c/o William F. Underwood II, Manager  
840 N.E. Stokes Terrace  
Jensen Beach, Florida 34957  
Telephone No. (772) 334-2288  
Facsimile No. ( )

To Town: David Browning, Mayor  
14579 Southern Boulevard, Suite 2  
Loxahatchee Groves, FL 33470  
Telephone No. (561) 793-2418  
Facsimile No. (561) 793-2420

With copy to: Office of the Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (561) 276-9400  
Facsimile No. (954) 771-4923

or to such other address or such other person as any party shall designate, in writing, to the other for such purposes and in the manner hereinabove set forth.

(b) *Entire Agreement.* This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

(c) *Amendment.* The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the Town and Underwood shall agree in writing to such Amendment.

(d) *No Waiver.* No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(e) *Headings.* The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

(f) *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Beach County, Florida.

(g) *Relationship of Parties.* This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Underwood is an independent contractor under this Agreement and not the Town's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Underwood shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Underwood agrees that it is a separate and independent enterprise from the Town, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Underwood or other Underwood personnel and the Town, and the Town will not be liable for any obligation incurred by Underwood or other Underwood personnel, including but not limited to unpaid minimum wages and/or overtime premiums.

(h) *Extent of Agreement.* This Agreement represents the entire and integrated agreement between the Town and Underwood and supersedes all prior negotiations, representations or agreements, either written or oral.

(i) *Legal Representation.* It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

(j) *Amendment.* 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 with the same formality and of equal dignity herewith.

(k) *No Contingent Fees.* Underwood warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Underwood to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other

WPH

consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

(l) *Assignment.* This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Underwood without the prior written consent of the Town.

(m) *Records.* Both Parties shall keep, maintain and preserve books and records for the required retention periods, as provided by Ch. 119, F.S., as amended from time to time.

(n) *Exhibits.* Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

(o) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

(p) *Provisions Severable.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

[All signatures on the following page]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: David Browning  
David Browning, Mayor

**ATTEST:**

Ann Harper  
Town Clerk

**APPROVED AS TO FORM:**

[Signature]  
Town Attorney

**UNDERWOOD MANAGEMENT  
SERVICES GROUP, LLC**

By: W.F. Underwood II  
Name: William F. Underwood II  
Title: Manager

**ATTEST:**

[Signature]  
Print Name: Sandra stoke  
Title: witness

(CORPORATE SEAL)

*W.F. Underwood II*

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD COUNTY )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared William F. Underwood II as Manager of Underwood Management Services Group LLC, and acknowledged execution of the foregoing Agreement as the duly authorized official of Underwood Management Services Group LLC, to execute same, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 29<sup>th</sup> day of September, 2011.



*Kimberly M Longo*  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 11-14-2011

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**EXHIBIT "A"**  
Scope of Work  
Ongoing and One time Tasks

**TOWN MANAGER:**

**Town Charter Description of Duties for Town Manager:**

- 1) As the chief administrative officer, the Town Manager shall:
  - a. Direct and supervise the administration of all departments, offices, and agencies of the town, except the office of town attorney, and except as otherwise provided by this charter or by law.
  - b. Appoint, suspend, or remove any employee of the town or appointive administrative officer provided for, by, or under this charter, except the office of town attorney, and except as may otherwise be provided by law, this charter, or personnel rules adopted pursuant to the charter. The Town Manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.
  - c. Ensure that all laws, provisions of this charter, Town's Vision and acts of the council are faithfully executed.
  - d. Prepare and submit the annual budget and capital program to the council in the form prescribed by ordinance.
  - e. Attend meetings of the town council.
  - f. Draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.
  - g. Sign all licenses issued by the town, issue receipts for all moneys paid to the Town of Loxahatchee Groves, and deposit such moneys in the proper depositories on the first banking day after receipt.
  - h. Provide administrative services in support of the official duties of the mayor and the council.
  - i. Keep the council advised as to the financial condition and future needs of the town and make recommendations to the council concerning the affairs of the Town.
  - j. Sign contracts pursuant to and consistent with the authority provided by the Town's Charter and Ordinances.
  - k. Provide administrative and staff support to all advisory committees, and boards, formed and appointed by the Town Council.
  - l. Submit to the council, and make available to the public, the Town Management report on finances and administrative activities of the Town as of the end of June of each fiscal year. This Town Management Report will be part of the annual evaluation process by the Town Council.
  - m. Perform such other duties as are specified in this charter or as may be required by the council.

*WPK*

## **Town Manager Operational Responsibilities:**

### **1) Meetings**

- a. Prepares all regular, special, intergovernmental coordination and workshop meeting agendas with the Town Attorney.
- b. Coordinates all special meetings and workshops (location, preparation and legal advertising)

### **2) Contract Manager**

- a. Monitors all independent contractors on specific projects and on-going contractual agreements on behalf of the Town. Ensures proper compliance with the contract's terms and conditions.
- b. Monitors all contracts to ensure adherence to contractual obligations and report to Town Council when contract is not being fulfilled. Corrective measures will be recommended to the Town Council and enforced.
- c. Will make recommendations on any contracts should the contractual relationship change or the needs of the Town change.
- d. Serves as Contract Administrator on behalf of the Town for the Solid Waste Services Agreement between the Town and the Town's solid waste collection contractor, which at the time of this Agreement is Waste Pro. Also, serves as the liaison between the residents and Waste Pro to assist and help resolve customer complaints.
- e. Serves as direct liaison between the Town and Palm Beach County Sheriff's Office. Responsible for additional enforcement for speed enforcement and other matters directed by the Town Council.
- f. Oversees grant applications on behalf of the Town, including but not limited to, the oversight of application preparation and follow-up and, in the case of grants obtained, the maintenance of the records, the providing of required reports to grant providers and auditors, and compliance with the terms of the grant.
- g. Coordinates with the Town Council, Town Attorney and the Town Finance and audit Advisory Committee to competitively bid for services and capital improvements consistent with state and county laws, and the Town's procurement Ordinance. The Town Manager shall negotiate contracts with selected vendors with terms and conditions in the best interest of the Town. The Town Manager will also review draft agreements with the Town's Finance and Audit Advisory Committee and Town Attorney as part of the final contract recommendations to the Town Council.
- h. Ensure the Town's Compliance with the requirements of the Palm Beach County Office of Inspector General (OIG) Ordinance, including providing the OIG notice of all meetings where procurement is being scheduled to be discussed, responding to OIG inquiries, and providing information as may be requested from time to time by the OIG. The Town Manager should also use the resources of the OIG should he or she is concerned about possible violations of the OIG ordinance by Town vendors and contractors.

3) **Planning, Zoning, Building Matters**

- a. The Town has adopted its own land development code. The Town Manager is responsible for administering planning and zoning activities pursuant to the Town's land development regulation. Should such be done on a contractual basis with another entity, the Town Manager shall manage and oversee that contract.
- b. Liaison with Palm Beach County as to any agreements with the County on planning matters
- c. Should a land planning firm be contracted by the Town Council to handle all these matters on behalf of the Town, the Town Manager will manage and oversee the firm or individual that is retained to handle all Planning, Zoning, Building and Environmental Regulation matters on behalf of the Town.

4) **Emergency Management (*coordination during an emergency/disaster*)**

- a. Serves as the manager of the Town's Emergency Operations Center and performs all duties as outlined in the Town's Emergency Operations Procedure Manual.
- b. Liaison with the Loxahatchee Groves CERT.
- c. Liaison with the LGWCD (Town's EOC)
- d. Serves as Manager for the Town's Point of Dispensing (POD) should the Strategic National Stockpile activate to protect public health for Palm Beach County.
- e. Liaison with PBC EOC (attends Emergency Management Meetings)
- f. Liaison with the Federal Emergency Management Agency (FEMA) and State of Florida Division of Emergency Management (FDEM)
- g. Manages and oversees the Town's Disaster Debris Removal Firms
- h. Manages and oversees the Town's Disaster Debris Removal Monitoring Contractor
- i. Liaison with Palm Beach County Solid Waste Authority
- j. Oversees any Town action and/or responses relating to post-event review by FEMA or FDEM
- k. Ensures all contractors comply with FEMA requirements, and is responsible for submitting invoices to FEMA with accompanying documentation as required for reimbursement.
- l. Keep Town Council informed of all these activities.
- m. Coordinates with the Palm Beach County Sheriff's Office, which provides law enforcement services to the Town, and Palm Beach County Fire Rescue which provides fire rescue and emergency medical services to the Town.
- n. Liaison with the Florida Division of Forestry.

5) **Code Enforcement**

- a. Manages the Town's Code Enforcement Officer
- b. Coordinates and prepares all necessary material, case files, and agendas for Code Enforcement Special Magistrate. Executes all Special Magistrate Orders.
- c. Provides reports to the Council on Code Enforcement matters on a schedule determined by the Council.

6) **Financial**

- a. Annual Budget

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- i. Presents the draft Budget to the Financial Advisory and Audit Committee with explanations of basis for each major line item and budget forecast. Obtains the Committee's input before recommending to the Town Council.
- ii. Researches, prepares and presents annual budget for approval
- iii. Researches and proposes millage rate necessary to fund the operations of the Town, consistent with state law.
- iv. Meets with Town Council members and Town Attorney to finalize budget.
- v. Schedules and legally advertises budget hearings (coordinate with PBC Property Appraiser's Office; Dino Maniotis)
- vi. Non-Ad Valorem Assessment Preparation:
  - 1. Updates NAV database
  - 2. Transmits to PBC Tax Collector's Office
- vii. Coordinates with the Town Attorney on the budget and special assessment schedule of hearings, and required notices.
- b. Annually reviews and updates database and other information for:
  - i. Property valuations and necessary millage rates
  - ii. State of Florida 1/2 cent sales tax
  - iii. State of Florida Local Option Gas Taxes (5 cent and 6 cent)
  - iv. State of Florida Communications Service Tax
  - v. State of Florida Revenue Sharing
  - vi. Palm Beach County Water Utilities Department Franchise Fee
  - vii. FPL Public Utility Tax and Franchise Fee
  - viii. All other revenue sources
- c. Procurement:
  - i. Purchasing Agent for Town
  - ii. Develop and adhere to the Town's Procurement Procedures Manual and the Town's Procurement Ordinance.
  - iii. Comply with Palm Beach County OIG requirements
- d. Oversees Financial Manager's daily, monthly and yearly activities
- e. Coordinates financial activities with the Town's Finance and Audit Advisory Committee as directed by the Town Council. Provides administrative support to the Town's Finance Advisory and Audit Committee in the selection and recommendations of an external auditor.

7) **Town Clerk:** Manages Town Clerk's daily, monthly and yearly activities

8) **Communication with residents and landowners:**

- a. Maintains all design and content and keeps current the Town's official website.
- b. Creates, edits and produces monthly newsletters and all flyers for special meetings, workshops and events.
- c. Provide information on resident and property owner inquiries to Town Council as may be requested

9) **Water Control District:**

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- a. Work cooperatively with the Loxahatchee Groves Water Control District, including with its Administrator, and as may be directed by the Town Council.
- b. Attend the Intergovernmental Coordination Committee meetings between the Town and the Water Control District

**10) Technology:**

- a. Maintains and keeps current all software.
- b. Maintains and keeps current all computer hardware
- c. Maintains an official on-site and off-site backup of all information stored on the Town's computer.

**11) Meetings attended by the Town Manager:** The Town Manager is expected to attend all meetings of Town committees and boards, as well as government agencies and associations. For the Fiscal Year 2011-2012, the meetings are:

- a. Town Council regular and special meetings and workshops
- b. Town Finance and Audit Advisory Committee
- c. Town Roadway, Equestrian Trials and Greenway Advisory Committee
- d. Town Planning and Zoning Board
- e. Palm Beach County League of Cities
- f. Loxahatchee Groves Water Control District (LGWCD)
- g. Intergovernmental Coordinating Committee (Voting Member)
- h. Palms West Chamber of Commerce
- i. Palms West Economic Development Task Force (Voting Member)
- j. Western Communities Council
- k. Palm Beach County Emergency Management Meeting (Mandatory\*) (For Hurricane and Disaster Preparations; all public & private entities)
- l. PBC Emergency Management-LMS (Mandatory\*)
- m. PBC Emergency Management-Municipalities Only (Mandatory\*)
- n. PBC Emergency Management- EM TEAM (Mandatory\*)(Note:\*Mandatory means being NIMS Compliant for FEMA funding)
- o. Palm Beach County Solid Waste Authority (Town issues only)
- p. Palm Beach County Water Utility Department (Town issues only)
- q. South Florida Water Management District (Town issues only)
- r. FDOT-SR-80 Southern Blvd. expansion project.

**12) Town Office.** Staff the Town Offices to be open Monday through Friday from 9:00 am to 4:00 pm, except government holidays as approved by the Council.

**Summary of Primary Weekly Town Manager Operational Tasks:**

**Town Council and Committee Meetings:** The Town Council conducts two regular meetings a month. The Town also has the following boards and committees:

*WMA*

Financial Advisory and Audit Committee  
Roadway, Equestrian Trails and Greenway Advisory Committee  
Planning and Zoning Board

For these meetings, the Town Management shall:

- Town Council, Committee and Board meetings: Provide staff as part of the contracted services to take minutes and perform the duties of Town Clerk during the actual meetings (*roll call and direction on agenda items*). These minutes need to be transcribed and formatted to the Town Council, or the respective committee or board, within 2 weeks. The corrections need to be followed up as well. Once the documents are approved, they need to be certified, scanned to be put on the website then filed in the appropriate location.
- Agenda Packets. Provide staff as part of the contracted services to coordinate all backup material and research in order to construct the agenda packets. For Town Council meetings, an agenda memo needs to be written for each item with specific information so that the Town Council can be armed with the tools to make informed decisions. These packets need to be produced and assembled for distribution on the Wednesday before each meeting.
- Establish, approve, and post agendas. This needs to be finalized no later than the Wednesday before each meeting. Once finalized, the agenda and backup needs to be posted on the web, available at the Town Office, and sent to the media, Town Council and Town Attorney.

**Legal Notices:** All legal notices need to be drafted, posted, and advertised in a timely fashion in accordance with the Town’s charter and Florida State Statutes for all meetings, hearings and ordinances.

**Coordination with Town Attorney’s Office:** Coordinate matters with the Town Attorney’s Office on an as needed basis.

**Monthly Task Plan:** After each Town Council meeting, a task plan needs to be created by using the bullet points created from the Town recordings. This task list is then divided up between the Town Manager and Town Attorney. This list needs to be managed throughout the month so that all of the tasks are completed in time as scheduled by the Council. (*The list is created and distributed to members of the Town Council within 24 hours of the completion of the Town Council meeting*)

## **REVIEW OF CONTRACT FOR TOWN MANAGEMENT SERVICES**

**Performance Criteria and Evaluation:** The Contract for Town Management Services shall be reviewed annually. This annual review will be comprised of performance and evaluation criteria established and managed by the Town Council based upon the duties contained in the Contract for Town Management Services along with the Town Management Report through June of the current year prepared by the Town Manager. This annual review of the Contract for Town

Management Services shall occur no later than August 1 of each year. The Town Manager is responsible for placing this annual review on a Town Council agenda.

**TOWN CLERK (as detailed in the Town Charter):**

(5) TOWN CLERK.—The town manager shall appoint a town clerk or management firm to serve as town clerk (the “clerk”). The clerk shall give notice of council meetings to its members and the public, keep minutes of its proceedings, and perform such other duties as the council or town manager may prescribe from time to time. The clerk shall report to the town manager.

The Town Clerk Function is part of the contracted services.

**TOWN CLERK OPERATIONAL RESPONSIBILITIES:**

- Administers records management and election procedures in accordance with State Statutes and Town Charter and Code of Ordinances; attends Town Council meetings and prepares minutes;
- Acts as the Town election official and coordinates all activities relating to the Election Process for all elections.
- Maintains Town records and provides records and documents to the public and staff; interprets State, County and Town rules and regulations for records management and election procedures; ensures all Town documents are processed pursuant to legal procedures; interprets state and Town laws, rules, and regulations regarding the functions of the office.
- Prepare Council Agenda for Regular Meetings, Special Meetings, Workshops and Committee Meeting Packets
- Town Clerk or Town Staff Designee shall attend all Town Council Regular Meetings, Special Meetings, Workshops and Committee and Board Meetings to record and transcribe the minutes.
- Prepares and finalizes meeting minutes for Town Council approval
- Prepared and finalized minutes for Committee and Board meetings
- Index final adopted version of the minutes of Council meetings.
- Records all meetings and uploads to the Town's website
- Index ordinances and resolutions
- Maintain index of agreements/contracts between Town and various entities or individuals.
- Answer telephone, correspondence and citizen inquiries, including those regarding Town records or ordinances.
- Prepare proclamations and certificates.
- Prepare and transmit deeds to the Clerk of Court for recording in the public records of Palm Beach County.
- Prepare legal notices and advertisements as required Florida State Statutes

**FINANCIAL MANAGEMENT**

Financial Management is part of the contracted services.



## **FINANCIAL MANAGEMENT OPERATIONAL RESPONSIBILITIES:**

- Follows all statutory requirements in maintaining the proper municipal accounting and financial systems necessary for proper reporting and auditing. Provides professional advice to Town Council.
- Oversees the posting and reconciliation of ledgers and accounts.
- Forecasts, estimates, and monitors the financial condition of the Town to assure the fiscal well being of the Town.
- Prepares annual department budget requests for submission to the Town Manager.
- Directs the preparation of state and federal financial reports.
- Maintains accounting and budgetary procedures in accordance with the Town's Accounting Policy and Procedures Manual, a copy of which is available through the Town Clerk's office.
- Prepares monthly and annual reports of financial activities, consistent with or equivalent to the Town's current format, an example of which is attached hereto.
- The Financial Manager shall review and approve the monthly and annual reports prior to their presentation to the Financial Advisory and Audit Committee and Town Council.
- Processes all invoices and payments
- Manages all investments and operating bank accounts
- Prepare and transmit all information necessary for yearly audit

*Special Note: It is mandatory that the Town of Loxahatchee Groves use an accounting software that specializes in Municipal Government Accounting*

**AMENDMENT NUMBER 1  
PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) **AND THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NUMBER 1** (“Amendment”) is made and entered into as of the 8<sup>th</sup> day of June, 2012, 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 (“Town”) and **UNDERWOOD MANAGEMENT SERVICES GROUP, LLC**, a Florida limited liability company with a business address of 840 N.E. Stokes Terrace, Jensen Beach, Florida 34957 (“Underwood”).

**WITNESSETH:**

**WHEREAS**, Underwood was organized to provide professional management and other specialized services to the Town and, for those purposes, the Town has retained Underwood to provide those services to the Town; and

**WHEREAS**, Underwood was retained by the Town effective October 1, 2011, for the purpose of providing Town management services to the Town; and

**WHEREAS**, the Town is requesting more government management services be provided by Underwood; and

**WHEREAS**, this amendment shall be effective beginning May 1, 2012, and continuing through the term of the contract as described in Section 4. Term of the Agreement; and

**WHEREAS**, Underwood can provide the Town with additional and specialized services, subject to the terms and conditions of the Professional Services Agreement dated the 20<sup>th</sup> day of September 2011 and amendments contained hereof; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Paragraph 2. (b) of the agreement shall be modified:

The Services include providing a Town Manager on a full-time basis, Town Clerk, planning associate and clerical staff for a total of sixty (9560) hours a week, and financial services required by the Town as provided in the Scope of Work attached hereto as **Exhibit "A"**. This amendment to the Agreement specifies that Underwood will provide additional planning and zoning services as provided in the Scope of Work attached hereto as **Exhibit "B"**. Other services requested by the Town Council that extend beyond the scope of Exhibit A or B can be performed pursuant to a separate Work Authorization presented and approved by the Town Council **in advance** on a project by project basis.

3. (a) Fee and Expenses of the agreement shall be modified:

(a) In return for the Services, **effective May 1, 2012** Underwood shall be entitled to receive from the Town a monthly fee of Twenty Seven Thousand One Hundred and Thirty Five and 20/100 Dollars (\$27,135.20) ~~Twenty Thousand Eight Hundred and Eight Five and 20/100~~

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Dollars (\$20,885.20) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be automatically adjusted on October 1, 2012 and on each October 1 thereafter during the Term in an amount equal to the percentage change in the Consumer Price Index - All Urban Consumers for the South Urban Region for the corresponding period. The Base Fee, as increased in accordance with the foregoing, is referred to herein as the "Fee." The Fee shall be payable to Underwood on a monthly basis throughout the Term (subject to "CPI" adjustments). Should the CPI adjustment be negative, then the adjustment would not apply. The initial month for which payment shall be due is October, 2011; provided that for October, 2011, the fee shall be pro-rated on a daily basis in the event Underwood cannot commence services under this Agreement on October 1, 2011. The monthly fee shall be payable on the first of each month following the month worked for the term of the Agreement. Each month during the Term, Underwood shall submit an invoice for the Fee then payable by the Town. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-.80, are hereby incorporated herein by this reference and the Town agrees to make payment in accordance with same.

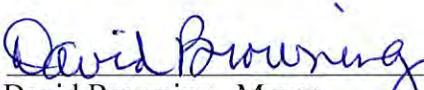
All terms and conditions of the Professional Services Agreement not in conflict herewith shall remain in full force and effect. In the event of any conflict between this Amendment Number 1 and the Professional Services Agreement, the terms and conditions of this Amendment Number 1 shall prevail.

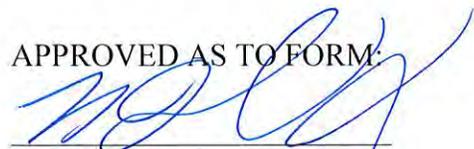
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed as of the date first above written.

ATTEST

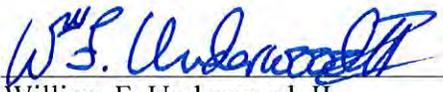
TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

  
Town Clerk

By:   
David Browning, Mayor

APPROVED AS TO FORM:  
  
Town Attorney

UNDERWOOD MANAGEMENT  
SERVICES GROUP, LLC

By:   
William F. Underwood, II  
Title: Managing Partner



**EXHIBIT B**

**AMENDMENT NUMBER 1  
PROFESSIONAL SERVICES AGREEMENT  
PLANNING AND ZONING SERVICES**

The Town has adopted its own Comprehensive Plan and Land Development Code. Underwood is responsible for managing, overseeing and performing daily administration of planning and zoning activities pursuant to the Town's Plan and land development regulations. Such activities include but are not limited to:

- the review of business tax receipts
- administration of cost recovery
- review, issuance, and enforcement of manure licenses
- general public inquiries and calls related to all planning and zoning matters
- review of building permits
- code enforcement and P&Z related aspects of code enforcement
- processing and filing of development applications
- lien searches

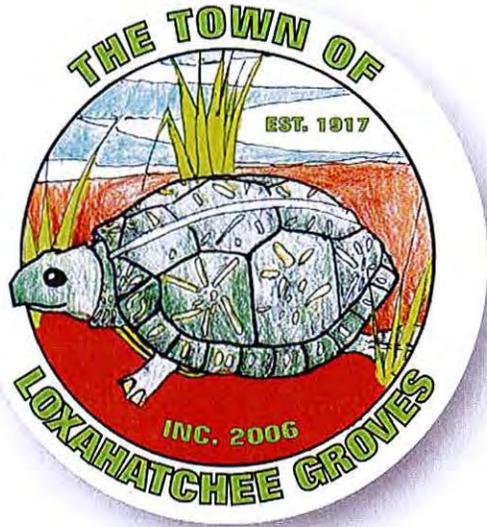
Activities that require extensive time effort and cost will be approved through a Work Authorization presented and approved by the Town Council pursuant to the rate schedule indicated below:

Hourly Charge Rate for:

Principal	\$125.00
Town Manager	\$110.00
Senior Planner	\$100.00
Planning Technician	\$ 45.00
Code Compliance Services	\$ 45.00
Support Staff	\$ 30.00

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# Town of Loxahatchee Groves

Finance and Accounting Procedures Manual

Revised January 2012

## GENERAL INFORMATION

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- The Town Council formulates financial policies, delegates administration of the financial policies to the Town Manager and reviews operations and activities.
- The Town Manager has management responsibility including financial management.
- Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts; disbursements; payroll; reconciliation of bank accounts; etc.
- Professional financial service providers will be established annually such as Florida Municipal Insurance Trust (F.M.I.T.) (*insurance*), and Nowlen, Holt & Minor, PA (*auditors*).
- The Town's Management Firm will maintain a current and accurate log of the chart of accounts, job accounts and accounting classifications.
- These policies and procedures will be reviewed annually by the Finance Advisory & Audit Committee.

## REVENUE SOURCES

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**Ad Valorem Taxes:** Palm Beach County Property Appraiser and Tax Collector place the ad-valorem assessment on their Property Tax Notice each year. The Town adopts the millage rate through its budget hearings and provides that information to the Property Appraiser's Office. Once the notices are sent out and the revenues are collected, they are directly deposited electronically into the Town's QPD Accounts.

**Communications Service Tax:** The 2001 law establishing the communications services tax was designed to restructure taxes on telecommunications, cable, direct-to-home satellite, and related services. The law replaced and consolidated several different state and local taxes with a single tax comprised of two parts: the Florida communications services tax and the local communications services tax. Through the adoption of Ordinance 2007-004, the Town adopted the levying of the Communications Service Tax. The budgeted amount is taken from the information provided by Florida Legislative Committee on Intergovernmental Relations 2010-2011 estimates. The Town receives this revenue monthly in the form of direct deposit from the State of Florida. The revenue deposits are deposited electronically into the Town's QPD Accounts.

**Electric Utility Tax (FPL):**

Florida Power and Light collect the Utilities Service Tax on behalf of the Town. The Utility Tax is directly deposited electronically into the Town's QPD Accounts.

**FPL Franchise Fee:**

The Town adopted Ordinance 2007-001 which stated that FPL and the Town of Loxahatchee Groves desired to enter into a franchise agreement providing for the payment of fees to the Town of Loxahatchee Groves in exchange for the nonexclusive right and privilege of supplying electricity and other services within the Loxahatchee Groves free of competition from the Town of Loxahatchee Groves, pursuant to certain terms and conditions as per the current franchise agreement. The Town receives 5.9% of the net revenue generated to F.P.& L. for the Town. The Franchise Fee is directly deposited electronically into the Town's QPD Accounts.

**State Revenue Sharing:** The budgeted amount is taken from the information provided by Florida Office of Economic and Demographic Research estimates. The revenue is directly deposited electronically into the Town's QPD Accounts.

**Half Cent Sales Tax:** The budgeted amount is taken from the information provided by Florida Office of Economic and Demographic Research. The revenue is received monthly via electronic funds transfer from the State of Florida. The deposit is directly deposited electronically into the Town's QPD Accounts.

**County Occupational Licenses**

Palm Beach County is responsible for issuing and collecting fees relating to Business Tax Licenses on behalf of the Town through the Inter-Local Agreement executed between the Town and Palm Beach County. The Town receives a certain percentage of all of the new and renewed Business Tax Licenses for businesses located in the Town. This revenue is directly deposited electronically into the Town's QPD Accounts.

**Interest**

The YTD amount is based on the interest earnings received by the Town through its authorized and approved investment policy or State of Florida statutes.

**SOLID WASTE ASSESSMENT AND COLLECTION**

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In July 2008, the Town Council adopted Ordinance 2008-005 entitled Special Assessments. Consistent with the requirements of Chapter 170, Florida Statutes, the ordinance authorizes the Town Council to impose special assessments including the solid waste special assessment, as well as any other special assessments for public improvements, such as service programs or public works projects.

In July of each year, the Town adopts the preliminary Solid Waste Assessment to be included on the annual TRIM Notice sent out by Palm Beach County Property Appraiser's Office. Annually, during the month of September, the Town will adopt the final Solid Waste Assessment which will be included in the final property tax bill sent to each of the Loxahatchee Groves property owners. The Town's Solid Waste Non-Ad-Valorem (NAV) Assessment will be included in all property tax bills and

payments are made to the County. After the County's 2% Administrative Fee is deducted, these funds are directly deposited into the Town's QPD Accounts by the Palm Beach County Tax Collector.

By the third week in July each year, Town Management is responsible for transmitting the solid waste assessment database to the Palm Beach County Property Appraiser's Office and Tax Collector's Office. The database must be submitted in a specific format as prescribed by the County. Town Management is responsible for maintaining the database by tracking new residential Certificates of Occupancy that have been issued throughout the year. New residential units shall be added to the database.

### **CASH RECEIPTS (includes checks)**

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- Town Management is responsible for opening all mail addressed to the Town of Loxahatchee Groves as well as mail without specific addressee.
- Town Management will endorse all checks by rubber stamp to read as follows:  
PAY TO THE ORDER OF  
*Name of Bank*  
FOR DEPOSIT ONLY  
*Town of Loxahatchee Groves*  
*Account Number*
- Town Management is responsible for the documentation of all receipts. All receipts will be deposited intact. Town Management will complete deposit slips in duplicate. Copies of all checks and deposit slips will be scanned and filed electronically. No disbursements will be made from cash or check receipts prior to deposit.
- Town Management will make bank deposits weekly or as often as necessary, as deemed by the Town Manager.

### **CHECK DISBURSEMENTS**

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- CHECK AUTHORIZATION
  - All invoices will be immediately forwarded to the Town Manager who will review the invoices for mathematical accuracy, validity, conformity to the budget (or other board authorization) and compliance with contract and bid requirements.
  - Prior to payment, all invoices will be approved (indicated by initialing) by the Town Manager. The Town Manager or Town Clerk will code the invoice with an appropriate expense or other chart of accounts line item number, class and/or job number (where applicable).

- The Town Manager will ensure that all conditions and specifications on a contract or order have been satisfactorily fulfilled prior to any disbursement of payment. The Town Manager is responsible for prompt follow-up on any discrepancies and/or payments, and for documenting all correspondence related to such matters.
  - By approving an invoice, the Town Manager indicates that the invoice has been reviewed by management for accuracy and recommends a check for payment.
- Town Management Services firm will ensure that approved invoices will be entered into the accounting system so that checks may be generated on pre-numbered check stock.
- Check stubs are attached to all paid invoices and paid invoices are filed in folders by month. (such as JAN. 2010 - PAID INVOICES)
- Authorized signers on the Town of Loxahatchee Groves bank accounts include all members of Town Council.
- All checks must be signed by two members of the Town Council.
- The Town Manager will present the invoices and checks to the two authorized signers for their signatures.
- All signed checks shall be mailed promptly to the respective vendors and original invoices shall be filed.
- Voided checks will have "VOID" written boldly in ink on the face and have the signature portion of the check torn out. Voided checks will be kept on file.
- Lost checks over \$35 (or current bank stop payment charge) will have a stop payment applied through the bank. Lost checks under \$35 (or current bank stop payment charge) will be monitored for clearance.
- Under no circumstances will:
  - Invoices be paid unless approved by the Town Manager.
  - Blank checks (checks without a date or payee designated) be signed in advance
  - Checks be made out to "cash", "bearer", "petty cash", etc.
  - Checks be prepared on verbal authorization.

## **BANK RECONCILIATIONS**

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- Original bank statements will be kept on file at the Town Office.
- The Town Management Services firm will reconcile the bank statements monthly.

## **PURCHASING**

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- All purchasing procedures will be followed as outlined in the Town of Loxahatchee Groves Procurement Code as outlined in Ordinance 2008-09.

## **CONSULTANTS**

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- Before contracting for new services, consideration will be made of internal capabilities to perform these same services.
- Written contracts clearly defining work to be performed, terms and conditions will be required for all consultant and contract service agreements.
- The qualifications of the consultant and reasonableness of fees will be considered in hiring consultants.
- Consultants and contractors must provide adequate proof of insurance as deemed necessary by the contract.
- Consultant and/or contractual services will be paid for work completed on a pro-rata basis or as outlined in the contract.
- The Town Manager is responsible for the adherence to all terms and condition of the contracts and to make sure all duties are fulfilled before payment is made to the vendor/contractor.
- Consultants will be evaluated for performance on an annual basis as per the Town Manager's contract.

## **PROPERTY**

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- **EQUIPMENT**
  - Equipment shall be defined as all items (purchased or donated) with a unit cost of \$1000 or more and a useful life of more than one year.
  - Descriptions and serial numbers of all such equipment shall be recorded and kept in the Town Office fire-proof safe. In addition all equipment shall be asset tagged to identify ownership as belonging to the Town of Loxahatchee Groves.
  - In case of loss, a police report will be filed and appropriate insurance company notified.

- An annual physical inventory of fixed assets will be conducted in accordance with Florida Statute 274.02

## **INSURANCE**

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- Reasonable, adequate insurance coverage will be maintained to safeguard the assets of the Town. Such coverage will include property and liability insurance, and other insurance deemed necessary.
- The Town Manager will maintain insurance policies in insurance files at the Town Office.
- All insurance policies shall be kept in the fire-proof safe.

## **BOOKS OF ORIGINAL ENTRY**

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- The Town of Loxahatchee Groves will maintain its accounting records on the accrual at least annually in a manner that facilitates the preparation of audited financial statements conforming to generally accepted accounting principles, IRS regulations, and GASB (Government Accounting Standards Board).
- Individual monthly financial statements are based on cash basis.
- Adequate documentation will be maintained to support all general journal entries.
- At the end of each month, a Balance Sheet, Check Register, Financial Statements for all funds (with budget comparisons) will be reviewed by the Town Manager and forwarded to the Finance Advisory & Audit Committee.
- The Finance Advisory & Audit Committee will subsequently review the financial statements at their monthly meetings, and make recommendations to the Town Council to either “approve” or “approve as amended” said financials.
- Upon approval by the Town Council, monthly financial statements shall be posted on the Financial Page of the Town Website.

## **GRANTS AND CONTRACTS**

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- The Town Manager will carefully review each award and contract to ensure compliance with all financial and programmatic provisions. The Town Clerk will maintain originals of all grants and contracts in a file.
- The Town Clerk will prepare and maintain on a current basis a Grant/Contract Summary form for each grant or contract awarded to the Town of Loxahatchee Groves This form shall include the name, address, contact person, and phone number for the funding organization; the time period applicable to expenditures.

## BUDGETS

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- The Town Management Services firm in consultation with its Town Manager will prepare the financial budget. This process will begin at least 3 months before the maximum millage needs to be set (July of each year).
- The budget will be discussed and presented to the Finance Advisory & Audit Committee, in various workshops leading up to the 1<sup>st</sup> and 2<sup>nd</sup> Budget Hearing of each year.
- The Town Management Services firm will be responsible for the T.R.I.M. (Truth in Millage) compliance (see T.R.I.M. flowchart).
- The Town Clerk will ensure that the budget hearings are properly noticed and that the proposed budget and final approved budget is kept on file.
- **Budget Timeline Tentative:**
  - May: Create the first draft for the next fiscal year budget and begin to discuss with the Finance Advisory & Audit Committee as well as each Council Member individually. It is advised that an agenda item be placed on each regular meeting agenda between May 1<sup>st</sup> and the 1<sup>st</sup> budget hearing.
  - June: The Town will receive its preliminary total taxable property value from the Palm Beach County Property Appraiser's Office.
  - July: The Town will receive its final total taxable property value from the Palm Beach County Property Appraiser's Office. This is the number that will be used on the DR-420 and the number, which in turn will determine the millage used for the preliminary budget.
  - July: A resolution shall be adopted to set the "maximum" millage rate (the date will be determined by the Property Appraiser's Office). The date shall be set so that the "maximum" millage will be transmitted to the Property Appraiser's Office, through the DR 420, in time to be placed on the TRIM Notice.
  - August: The TRIM Notice is sent out by Palm Beach County Tax Collector's Office. The notice serves as the legal advertisement for the Town's 1<sup>st</sup> budget hearing.
  - September: The Town will hold its first and second Budget Hearings. The dates shall be coordinated with the Palm Beach County Property Appraiser's Office and cannot be in conflict with the School Board or County Budget hearings. The Town Clerk will be responsible for the legal advertisement of the 2<sup>nd</sup> budget hearing.
  - September: Once the Town Council adopts the budget and millage rate, the Finance Director is responsible to submit the final TRIM package to the

Florida Department of Revenue and a copy is to be sent to the Palm Beach County Property Appraiser's Office.

- The Town Management Services firm and its town Manager will prepare the financial budget annually.
- The Town Clerk will ensure that the final adopted budget is posted to the Town Website.

## OTHER

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### MINUTES OF MEETINGS

- The Town Management Services firm will prepare accurate minutes of all Finance Advisory & Audit Committee meetings. Approved meeting minutes will be available to the public and posted on the Town website after being signed off by the Chairperson.
- The Town Manager will note all items in the minutes relating to finance and take prompt and appropriate action.

### FINANCIAL PROCEDURES

- Financial procedures will be reviewed annually by the Finance Advisory & Audit Committee. The Town Council must approve changes to the Finance Accounting and Procedures Manual prior to implementation.

### AUDITS

- The Town Council shall contract with an independent auditing firm for an audit of the Town's financial records annually, to be completed prior to the first March of the following year, whenever possible, subject to mitigating circumstances.
- The Finance Advisory & Audit Committee serves as the Audit committee for the Town per Town Council Resolution 2009-014.

### RECORDS

- All financial records will be retained or destroyed in accordance with Florida General Records Schedule for State and local government agencies.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2009-014**

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE RENAMING OF THE FINANCE ADVISORY COMMITTEE TO THE “FINANCE ADVISORY AND AUDIT COMMITTEE”; PROVIDING FOR DUTIES OF THE FINANCE ADVISORY AND AUDIT COMMITTEE CONSISTENT WITH SECTION 218.319, FLORIDA STATUTES; PROVIDING FOR THE METHOD OF APPOINTMENT OF THE FINANCE ADVISORY AND AUDIT COMMITTEE MEMBERS; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR REQUIREMENTS OF APPOINTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on May 19, 2009, the Town Council of the Town of Loxahatchee Groves adopted Town Resolution No. 2009-008, and established the Town of Loxahatchee Groves Finance Advisory Committee; and

**WHEREAS**, since the creation of the Finance Advisory Committee, the Town Council has determined that it would be in the best interest of the Town to provide for the Finance Advisory Committee to have the ability to review and make inquiries regarding the Town’s annual audit, and to perform other functions of an Audit Committee as provided in Section 218.391, Florida Statutes, at the request of the Town Council; and

**WHEREAS**, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to rename the Finance Advisory Committee to be the Finance Advisory and Audit Committee (the “Committee”), and to advise the Town Council as to issues related to the Town’s budget, financial activities and performance, annual audit, and to perform other functions of an Audit Committee as provided in Section 218.319, Florida Statutes, as requested by the Town Council;

**WHEREAS**, upon adoption, the provisions of Resolution 2009-008, adopted on May 19, 2009, are hereby superseded by the provisions of this Resolution.

**WHEREAS**, the Town Council determines that the creation of the Finance Advisory and Audit Committee is in the best interests of the residents of the Town.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

**Section 1.** That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2009-014**

**Section 2.** The Town Council hereby establishes the Town’s Finance Advisory and Audit Committee as follows:

**I. Creation of Finance Advisory and Audit Committee.** There is created a Finance Advisory and Audit Committee to act as an advisory board to the Town Council, as follows:

(A) **Qualifications.** Each member of the Finance Advisory and Audit Committee shall be a resident of the Town. Whenever possible, emphasis should be upon persons who have experience in the financial services industry.

(B) **Duties.** The duties of the Finance Advisory and Audit Committee are as follows:

(1) To conduct review and analyses of projects assigned by the Town Council, and make recommendations to the Town Council;

(2) To review and evaluate financial activities of the Town and make recommendations to the Town council; and

(3) To review Town policies and procedures affecting financial functions, and make recommendations to the Town Council as deemed appropriate.

(4) To provide audit oversight, consistent with Section 218.391, Florida Statutes, including review the Town’s annual audit and meeting with the Town Auditor to discuss the Town Audit prior to submittal to the Town Council for final approval.

(5) To act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council.

(C) The Committee shall be comprised of five (5) voting members, to be appointed by individual Town Council Members.

(D) The Town Council shall appoint one member of the Town Council to serve as a non-voting liaison to the Finance Advisory and Audit Committee.

(E) The voting members shall serve at the pleasure of the Town Council. The terms of the voting members shall run concurrently with the term of the Council Member who nominated the voting member to the Committee.

(F) An attendance requirement shall be imposed on all members of the Finance Advisory and Audit Committee. Unless excuse of absence is granted by the Finance Advisory and Audit Committee, a member of the Finance Advisory and Audit

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2009-014

Committee shall be removed by the Town Council if he/she has missed three (3) meetings of the Committee.

(G) Committee members, and/or companies or employers, in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.

(H) If a regular member of the Finance Advisory and Audit Committee resigns or is removed from his or her position, the appointing Council Member shall appoint the replacement.

**II. Advisory Only.** The actions, decisions, and recommendations of the Finance Advisory and Audit Committee shall be advisory only.

**III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.**

(A) The Finance Advisory and Audit Committee may hold an organizational meeting at the first scheduled meeting following the appointment of the members of the Finance Advisory and Audit Committee. The purpose of the Finance Advisory and Audit Committee organizational meeting is for the members to elect a Chair and Vice Chair from its voting membership for terms of one (1) year; provided that the Chair and Vice Chair of the previously named Finance Committee may continue to serve in those capacities..

(B) The Finance Advisory and Audit Committee shall meet on a regular or as-needed basis, as determined by the Finance Advisory and Audit Committee.

(C) All meetings, records and files of the Finance Advisory and Audit Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Finance Advisory and Audit Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the "Public Records Law") and Chapter 286, Florida Statutes (the "Sunshine Law").

(D) Notice for any meeting of the Finance Advisory and Audit Committee shall be posted in accordance with Chapter 286, Florida Statutes (the "Sunshine Law") and on the Town's website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) voting members in attendance shall constitute a quorum of the Finance Advisory and Audit Committee.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2009-014

(F) The Town Manager or his/her designee shall act as secretary to the Finance Advisory and Audit Committee, and be responsible for attending all meetings and providing the items necessary for conducting meetings, as requested by the Chair, and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Finance Advisory and Audit Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Finance Advisory and Audit Committee shall serve without compensation for the performance of their duties.

**Section 3.** Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 4.** Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 5.** Effective Date. This Resolution shall take effective immediately upon its adoption.

ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, FLORIDA, this 21<sup>st</sup> day of July, 2009.

ATTEST:

Matthew Lymian  
TOWN CLERK

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

David Browning  
Mayor David Browning

APPROVED AS TO LEGAL FORM:

[Signature]

Office of the Town Attorney

Dennis Lipp  
Vice Mayor Dennis Lipp

Ronald Harris  
Council Member

[Signature]  
Council Member

[Signature]  
Council Member

MDC:DNT:aw  
H:\2007\070240.LOX\RESO 2009\Reso 2009-014 (Finance Advisory and Audit Comittee).doc



**Item 12 (3)**

**Councilman Jim Rockett**

**Waste Pro Fine Assessment Reimbursement**

\$14,900 Refund by Town Management by Item  
To Waste Pro on July 21, 2015

James Rockett,  
Comments - See Attachments

	<u>Date</u>	<u>Address Street</u>	<u>Reason</u>	<u>AMOUNT</u>	
✓	10/9/2013	13758 E Citrus Dr	No such address	\$ 100.00	
✓	10/9/2013	13895 E Citrus Dr	No such address	\$ 100.00	
✓	10/9/2013	13838 Collecting Canal	No such address	\$ 100.00	
✓	10/9/2013	12860 Marcella Blvd	No such address	\$ 100.00	
✓	10/9/2013	12877 Marcella Blvd	No such address	\$ 100.00	
✓	10/16/2013	14281 43rd Rd N	No such address	\$ 100.00	
✓	10/16/2013	14096 43rd Rd N	No such address	\$ 100.00	
	10/16/2013	11th Pl N and F Rd	Corner	\$ 100.00	
	10/16/2013	12th Pl N and F Rd	Corner	\$ 100.00	
✓	10/16/2013	13167 E Citrus Dr	No such address	\$ 100.00	
✓	10/16/2013	13789 E Citrus Dr	No such address	\$ 100.00	
	11/16/2013	12895 22nd Ct N	Wrong Day for Pickup	\$ 100.00	
	11/16/2013	12791 Kazee	Wrong Day for Pickup	\$ 100.00	
✓	12/7/2013	999 B Rd	Not Charged for Garbage	\$ 100.00	
✓	12/7/2013	915 B Rd	Not Charged for Garbage	\$ 100.00	
✓	12/10/2013	919 B Rd	No such address	\$ 200.00	
	1/27/2014	12895 22nd Ct N	No fine not on pickup day	\$ 100.00	
✓	1/23/2014	15904 44th St N	No Compounding	\$ 1,000.00	
✓	1/23/2014	161st Ter N	No Compounding	\$ 900.00	
✓	3/13/2014	13358 24th Ct N	No such address	\$ 100.00	
✓	3/13/2014	13727 24th Ct N	No such address	\$ 100.00	
✓	3/13/2014	13566 North Rd	No such address	\$ 100.00	
✓	3/13/2014	12792 Kazee Rd	No such address	\$ 100.00	Are Paying For Garbage per PAPA 1a, b, c
1 exist	3/13/2014	12840 Kazee Rd	No such address	\$ 100.00	
	3/13/2014	2590 E Rd	No such address	\$ 100.00	
	3/13/2014	980 D Rd	No such address	\$ 100.00	
	3/13/2014	13724 24th Ct N	No such address	\$ 100.00	
	3/14/2014	1844 B Rd	No such address	\$ 100.00	
	3/14/2014	1320 B Rd	No such address	\$ 100.00	
	3/19/2014	12021 Marcella Blvd	No such address	\$ 100.00	
	3/19/2014	12812 Raymond Dr	No such address	\$ 100.00	
	3/26/2014	15865 44th St N	No such address	\$ 100.00	
	3/26/2014	3959 161st Ter N	No such address	\$ 100.00	
	3/26/2014	Ferris LN & B Rd	Corner	\$ 100.00	
	3/26/2014	1113 B Rd	No such address	\$ 100.00	
2	3/26/2014	2893 C Rd	No such address	\$ 100.00	Are Paying For Garbage per PAPA 2a, b, c
	3/26/2014	3637 C Rd	No such address	\$ 100.00	exist
	3/26/2014	3706 C Rd	No such address	\$ 100.00	
	3/26/2014	24 th Cir N & C Rd	Corner	\$ 100.00	
	3/26/2014	15094 Forest LN	No such address	\$ 100.00	
	Apr-14		No documentation for Backup	\$ 1,100.00	
	May-14		No documentation for Backup	\$ 400.00	
	8/28/2014	13152 Bryan Rd	Route Reversal No 1st Offense	\$ 2,500.00	
	9/10/2014	Ferris LN & B Rd	No documentation for Backup	\$ 3,500.00	
	10/15/2014	4210 161st Ter N	No such address	\$ 100.00	
	11/5/2014	955 A Rd	No such address	\$ 100.00	
	11/23/2014	2814 G Rd W	No such address	\$ 300.00	
	12/16/2014	15530 42nd Rd N	No such address	\$ 100.00	
	12/22/2014	15530 42nd Rd N	No such address	\$ 100.00	
	1/9/2015	211 Valencia Dr.	No such address	\$ 100.00	
	1/26/2015	4324 160th St N	No, Not In Lox	\$ 200.00	Only \$100 fined in Jan '15 , \$400 Refunded
3	1/30/2015	670 B Rd	No such address	\$ 100.00	
	2/20/2015	3685 B Rd	No such address	\$ 100.00	
	2/20/2015	917 & 999 B Rd	999 B Rd Pays No Garbage	\$ 100.00	
	3/19/2015	0 Ferris Ln & B Rd	Corner	\$ 100.00	
4	4/9/2015	3237 161st St N	No such address	\$ 100.00	No Fines were assessed for April '15
	3/26/2015	Case # No Address	No Such Case #	\$ 100.00	
				\$ 14,900.00	

12792 Kaze: Reason for Refund was  
"No Such Address" 3/13/2014



- Property Exists
- Owner Pays Garbage

1a

16



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption **E-file**



Location Address 12792 KAZEE RD  
 Municipality LOXAHATCHEE GROVES  
 Parcel Control Number 41-41-43-17-01-702-0030  
 Subdivision LOXAHATCHEE GROVES IN

Official Records Book 11757 Page 543

Sale Date APR-2000

Legal Description LOXAHATCHEE GROVES, W 435 FT OF TR 2 BLK G & N 1/2 OF 100 FT STRIP OF LAND LYG S OF & ADJ TO A/K/A PT OF RESERVED R/W

**Owners**

OSBORN RICHARD B

**Mailing address**

12792 KAZEE RD  
 LOXAHATCHEE FL 33470 4731

Sales Date	Price	OR Book/Page	Sale Type	Owner
APR-2000	\$300	11757 0543	QUIT CLAIM	OSBORN RICHARD B
JUN-1989	\$70,000	06101 1408	WARRANTY DEED	
OCT-1984	\$50,000	04373 0076	WARRANTY DEED	
MAY-1984	\$20,000	04262 0898	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
OSBORN RICHARD B	2015	

Number of Units 1 \*Total Square Feet 3387 Acres 5.5004

Use Code 0100 - SINGLE FAMILY Zoning AR - Agricultural Residential ( 41-LOXAHATCHEE GROVES )

Tax Year	2015 P	2014	2013
Improvement Value	\$160,495	\$155,104	\$60,542
Land Value	\$154,817	\$106,817	\$82,837
Total Market Value	\$315,312	\$261,921	\$143,379

P = Preliminary All values are as of January 1st each year

Tax Year	2015 P	2014	2013
Assessed Value	\$212,160	\$210,476	\$128,567
Exemption Amount	\$50,000	\$50,000	\$50,000
Taxable Value	\$162,160	\$160,476	\$78,567

Tax Year	2015 P	2014	2013
Ad Valorem	\$3,445	\$3,399	\$1,766
Non Ad Valorem	\$1,295	\$1,344	\$1,336

*1 year's details attached*

*includes waste pro for multiple years*

1c

### Property Information

Owner Name OSBORN RICHARD B

Parcel Control Number 41-41-43-17-01-702-0030

Total 2015 Preliminary Millage Rate 20.0854 What is this?

### Ad Valorem Taxes

District Name	Taxable Value	Tax
By Local Board	\$187,160	\$467.53
By State Law	\$187,160	\$938.42
Children's Services Council	\$162,160	\$108.27
County Debt	\$162,160	\$23.71
County Operating	\$162,160	\$775.37
Everglades Construction	\$162,160	\$8.21
Fire/Rescue	\$162,160	\$560.77
Fl. Inland Navigation District.	\$162,160	\$5.59
Health Care District	\$162,160	\$171.89
Library Debt	\$162,160	\$8.01
Library Operating	\$162,160	\$89.04
Loxahatchee Groves Operating	\$162,160	\$238.67
So. Fla. Water Mgmt. Basin	\$162,160	\$25.72
So. Fla. Water Mgmt. Dist.	\$162,160	\$23.66
Total 2015 Preliminary Ad Valorem Taxes		\$3,444.86

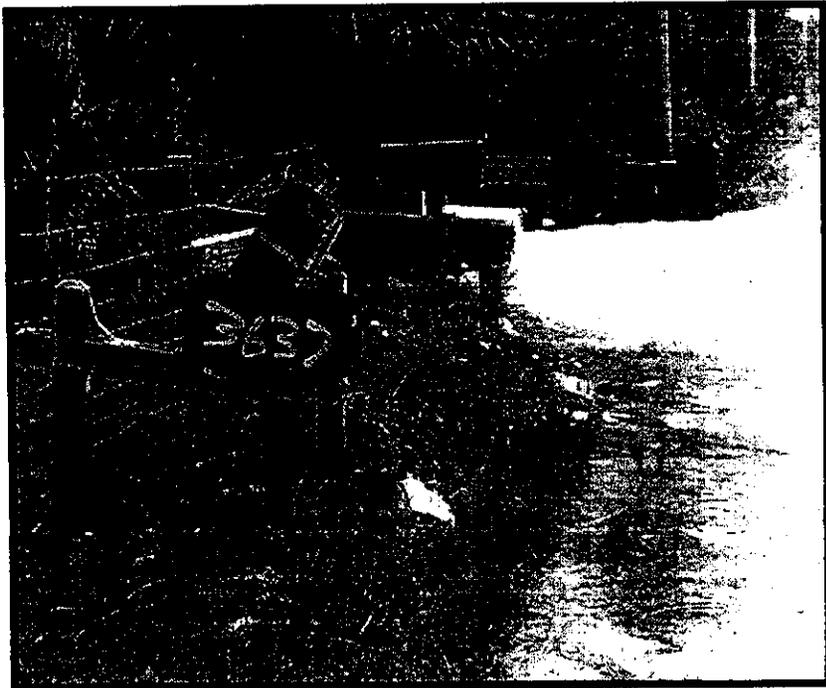
### Non Ad Valorem Assessments

District Name	Tax
LOXAHATCHEE GROVES WATER CONT. MAINT	\$825.06
SOLID WASTE AUTHORITY OF PBC	\$170.00
SOLID WASTE LOXAHATCHEE GROVES	\$300.00 ←
Total 2015 Preliminary Non Ad Valorem Taxes <u>\$1,295.06</u> →	

### Total Taxes

Total 2015 Preliminary Taxes \$4,739.92

# 3637 C Road: Reason for Refund was “No Such Address” 3/26/2014



## Findings

- 3637 C Road Exists
- Owner Pays Garbage

2b



Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption **E-file** ▶



Location Address 3637 C RD

Municipality LOXAHATCHEE GROVES

Parcel Control Number 41-41-43-17-01-231-0030

Subdivision LOXAHATCHEE GROVES IN

Official Records Book 20122 Page 1324

Sale Date MAR-2006

Legal Description LOXAHATCHEE GROVES E 1/2 OF S 1/2 OF TR 31 BLK B

**Mailing address**

**Owners**

CARROLL KEVIN J

3637 C RD

LOXAHATCHEE FL 33470 3870

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAR-2006	\$10	20122 : 1324	WARRANTY DEED	CARROLL KEVIN J
JAN-1991	\$215,000	06702 : 1734	WARRANTY DEED	
JAN-1985	\$48,000	04448 : 1427	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
CARROLL KEVIN J	2015	

Number of Units 1 \*Total Square Feet 2968 Acres 5

Use Code 0100 - SINGLE FAMILY Zoning AR - Agricultural Residential ( 41-LOXAHATCHEE GROVES )

Tax Year	2015 P	2014	2013
Improvement Value	\$194,144	\$175,495	\$146,200
Land Value	\$154,633	\$106,643	\$82,669
Total Market Value	\$348,777	\$282,138	\$228,869

P = Preliminary All values are as of January 1st each year

Tax Year	2015 P	2014	2013
Assessed Value	\$234,160	\$232,302	\$228,869
Exemption Amount	\$50,000	\$50,000	\$50,000
Taxable Value	\$184,160	\$182,302	\$178,869

Tax Year	2015 P	2014	2013
Ad Valorem	\$3,887	\$3,836	\$3,778
Non Ad Valorem	\$1,517	\$1,566	\$1,566
Total tax	\$5,404	\$5,402	\$5,344

← see attached detail

2c

### Property Information

Owner Name CARROLL KEVIN J

Parcel Control Number 41-41-43-17-01-231-0030

Total 2015 Preliminary Millage Rate 20.0854 What is this?

### Ad Valorem Taxes

District Name	Taxable Value	Tax
By Local Board	\$209,160	\$522.48
By State Law	\$209,160	\$1,048.73
Children's Services Council	\$184,160	\$122.96
County Debt	\$184,160	\$26.92
County Operating	\$184,160	\$880.56
Everglades Construction	\$184,160	\$9.32
Fire/Rescue	\$184,160	\$636.84
Fl. Inland Navigation District.	\$184,160	\$6.35
Health Care District	\$184,160	\$195.21
Library Debt	\$184,160	\$9.10
Library Operating	\$184,160	\$101.12
Loxahatchee Groves Operating	\$184,160	\$271.05
So. Fla. Water Mgmt. Basin	\$184,160	\$29.21
So. Fla. Water Mgmt. Dist.	\$184,160	\$26.87

Total 2015 Preliminary Ad Valorem Taxes \$3,886.72

### Non Ad Valorem Assessments

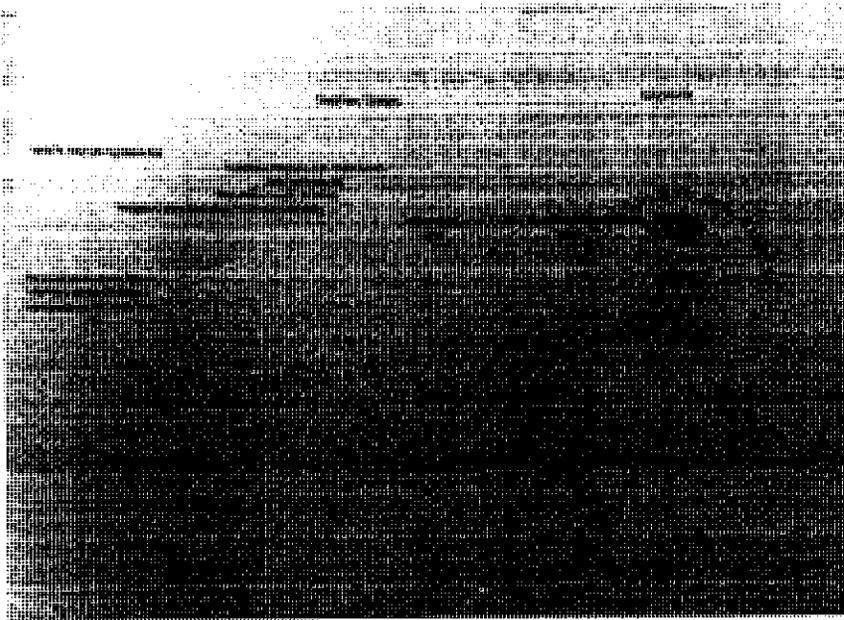
District Name	Tax
LOX GROVES WCD NCR1 DEBT	\$512.25
LOX GROVES WCD NCR1 MAINT	\$535.00
SOLID WASTE AUTHORITY OF PBC	\$170.00
SOLID WASTE LOXAHATCHEE GROVES	\$300.00 ←

Total 2015 Preliminary Non Ad Valorem Taxes \$1,517.25

### Total Taxes

# JAN 2015

## \$100 Fined \$400 Refunded



- Only \$100 in Fines was deducted from Waste Pro Invoice for Jan 2015 (Photo at Left obtained from FAAC Agenda Package)
- Waste Monitor email states that fine of \$100 was to be assessed for “No Supervisor”
- Town Refunded \$400 for Jan 2015 based on “No Such Address”

W

4

Waste Pro Payment  
April 2015

RECEIVED  
MAY 06 2015

BY: BK

WASTE PRO OF Palm Beach INC  
A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

Invoice Date Account  
235073 4/30/2015 003765

BALANCE FORWARD	PAYMENT/ NEW CHARGES	ADJUST/ NEW BALANCE
\$0.00	\$0.00	\$34,512.50 \$0.00 \$34,512.50

Customer Name: Town of Loxahatchee Groves

Date	Qty	Service Co/ Description	Amount
04/01/2015-04/30/2015	1255 2X Week	Residential Monthly Service -Solid Waste	19,578.00
04/01/2015-04/30/2015	1255 Weekly	Residential Monthly Service -Yard Waste	10,667.50
04/01/2015-04/30/2015	1255 Weekly	Residential Monthly Service -Recycling	4,267.00

Total New Charges: \$34,512.50

WASTE PRO OF FLORIDA INC

A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

ACCOUNT #	INVOICE INV DATE	AMOUNT DUE
3765	235073 4/30/2015	\$34,512.50

Town of Loxahatchee Groves  
14579 Southern Blvd Ste 2  
Loxahatchee, Fl 33470-9226

405-534-434-000

\$ 34,512.50

WPP  
5/8/15

No Fines  
Levied

4

Waste Pro Payment  
April 2015

RECEIVED  
MAY 06 2015

WASTE PRO OF Palm Beach INC  
A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

BY: BK

	Invoice	Date	Account
	235073	4/30/2015	003765
BALANCE FORWARD			
\$0.00			
PAYMENT/ NEW CHARGES			
\$0.00			
	ADJUST/ NEW BALANCE		
	\$34,512.50	\$0.00	\$34,512.50

Customer Name: Town of Loxahatchee Groves

Date	Qty	Service Co. Description	Amount
04/01/2015-04/30/2015	1255 2X Week	Residential Monthly Service -Solid Waste	19,578.00
04/01/2015-04/30/2015	1255 Weekly	Residential Monthly Service -Yard Waste	10,667.50
04/01/2015-04/30/2015	1255 Weekly	Residential Monthly Service -Recycling	4,267.00

Total New Charges: \$34,512.50

WASTE PRO OF FLORIDA INC  
A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

ACCOUNT #	INVOICE	INV DATE	AMOUNT DUE
3765	235073	4/30/2015	\$34,512.50

Town of Loxahatchee Groves  
14579 Southern Blvd Ste 2  
Loxahatchee, Fl 33470-9226

405-534-434-000

\$ 34,512.50

~~Waste~~  
5/8/15

No Fines  
Levied



**Item 12 (4)**

**Councilman Jim Rockett**

**D Road Traffic Signal Installation Funding Agreement**

**Minto**

## Traffic Signal Installation Funding Agreement - Outline of Terms

**RECITALS:** Minto/Seminole Improvement District (SID) shall pay for the Installation of a Traffic Signal at the Intersection of Okeechobee Boulevard and “D” Road, as approved by the County Engineer per the requirement of Engineering Condition 7 of its Development Order, Palm Beach County Resolution 2014-1646.

- **Improvements to be funded by Minto/SID:**

- The design and installation of a strain pole traffic signal (“Traffic Signal”) at the intersection of Okeechobee Boulevard and “D” Road to accommodate the existing roadway geometry, which includes a two-lane paved arterial running east-west and existing two-lane unpaved road running north-south.
- The Traffic Signal shall meet current Palm Beach County criteria and the current Manual on Traffic Control Devices criteria for signalization.
- All pavement marking and signing improvements necessary to upgrade to a signalized intersection shall be included.
- Current pedestrian facilities on the south side of the intersection shall be provided with pedestrian detection and signalization.
- Vehicle detection on the north and south approaches shall be video or microwave; vehicle detection on the east and west approaches shall be loop detectors.

- **Improvements not be funded by Minto/SID:**

- Any costs associated with relocating the canals on either side of any road that runs through the Intersection;
- Any costs associated with the relocation of or other adjustment to any drainage system affected by the installation of the Traffic Signal;
- Any costs associated with interconnecting the Traffic Signal with other traffic signals or similar programming;
- Any costs associated with multiple signal timing (it is anticipated that the Traffic Signal will work under a pre-set timing schedule and will function without any connection to other traffic signals);
- Any roadway improvements at or near the Intersection, or any costs associated with roadway improvements at or near the Intersection.

- **Terms of Funding:**

- Minto’s/SID’s obligation to fund the Traffic Signal is contingent upon the County Engineer having made a determination that the Traffic Signal is warranted at Okeechobee Boulevard and “D” Road, which determination Minto/SID have reviewed and approved.
- Upon approval of the design plans by the County Engineer, Minto/SID will pay the Town of Loxahatchee Groves an amount equal to the engineer’s good faith estimate of construction costs of the approved design (“Payment.”)
- The Payment to the Town shall not exceed \$\_\_\_\_\_
- The Town shall provide Minto/SID a letter acknowledging receipt of the Payment that also acknowledges that all terms and conditions of the Agreement have been satisfied.
- Upon tendering Payment to the Town, Minto’s/SID’s obligations under the Agreement shall be considered fulfilled.
- Minto/SID shall be indemnified and held harmless with regard to the construction and operation of the Traffic Signal.