



# Town of Loxahatchee Groves

## Town Council Meeting

Tuesday, April 15, 2014 at 7:00 p.m.

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

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

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

Tentative  
Subject to Revision

### **PUBLIC NOTICE/AGENDA**

#### **1. OPENING**

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

#### **2. CONSENT AGENDA**

- a. Minutes for Approval:
  - 1) **March 18, 2014 Special Workshop**
  - 2) **March 18, Regular Town Council Meeting**
- b. Encroachment Agreement, 13105 Raymond Road (Swerdlin) (*Town Attorney Cirullo*)

#### **3. PUBLIC COMMENT**

4. **PRESENTATIONS**

- a. Christine Davis, Vice President, Loxahatchee Groves PTO, requesting consideration of a tax deductible monetary donation from the Town, as a sponsor for the Loxahatchee Groves Elementary School's Annual Spring Carnival and Silent Auction. **Donations must be decided on or received by May 2, 2014.**

5. **COMMITTEE REPORTS** – *NONE*

6. **RESOLUTIONS** - *NONE*

7. **ORDINANCES**

**ORDINANCE NO. 2014-03 2<sup>nd</sup>/FINAL READING/PUBLIC HEARING (Livestock Waste haulers)**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO COMMERCIAL HAULING OF LIVESTOCK WASTE WITHIN THE TOWN; PROVIDING FOR DEFINITIONS; PROVIDING FOR PERMITS AND PERMIT FEES; PROVIDING FOR THE DISPOSAL OF LIVESTOCK WASTE WITHIN THE TOWN; PROVIDING FOR PERMITTED HOURS OF COMMERCIAL HAULING OF LIVESTOCK WASTE WITHIN THE TOWN; PROVIDING FOR REQUIRED RECORDS AND AUDITING OF SUCH RECORDS BY THE TOWN; PROVIDING FOR CHANGES TO LIVESTOCK WASTE REGULATIONS; PROVIDING FOR REVOCATION OF PERMITS AND ENFORCEMENT; EXEMPTING LIVESTOCK WASTE SELF-HAULERS AS DEFINED HEREIN FROM THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

9. **OLD BUSINESS**

- a. Discussion relative to Future Town Management Services
- b. Financial System Software Request for Proposal (RFP)

- c. Discussion of Road Improvement Policy
- d. Approval of Piggyback Procurement – North Florida Emulsions (NFE)
- e. Speed Humps (*discussion continued for 04/01/2014 Town Council Meeting - no back up provided*)

## 10. NEW BUSINESS

- a. Gas Tax Map Modification
- b. Marianne Miles, 3413 B Road, requesting consideration for residents who have direct access on and off B Road to have OGEM placed on that portion of the Road. (*Vice-Mayor Jarriel*)

## 11. CLOSING COMMENTS

- a. Public
- b. Town Attorney
  - Request for Town Council to conduct a closed door meeting pursuant to Section 286.011(8), Florida Statutes for pending case of *Loxahatchee Groves adv. Day*, Palm Beach County Circuit Court Case # 50 2012 CA 014543XXXXMB.
- c. Town Council Members

## 12. ADJOURNMENT

*The next regular Town Council Meeting is tentatively scheduled for May 6, 2014.*

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



**Item 2.a.**

**Consent Agenda**

**Minutes:**

**March 18, 2014 Special Workshop**

**March 18, 2014 Regular Town Council Meeting**

**TOWN COUNCIL SPECIAL WORKSHOP MEETING MINUTES**

**TUESDAY, MARCH 18, 2014**

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**Town of Loxahatchee Groves  
Special Workshop Meeting**

Tuesday, March 18, 2014 at 6:00 p.m.

(To be followed by the Regular Town Council Meeting)

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

Mayor David Browning (Seat 4)

Mayor Ronald D. Jarriel (Seat 1)

Councilman Tom Goltzené (Seat 5)

Councilman Ryan Liang (Seat 3)

Councilman Jim Rockett (Seat 2)

Town Manager Mark Kutney Vice

Town Clerk Janet K. Whipple

Town Attorney Michael D. Cirullo, Jr.

**MINUTES**

**1. OPENING**

a. Call to Order & Roll Call

Mayor Browning called the Special Workshop Meeting to order at 6:05 p.m. In attendance were Mayor David Browning, Vice-Mayor Ron Jarriel, Councilmen Tom Goltzené, and Jim Rockett. Councilman Ryan Liang was not in attendance at this time. Also in attendance were Town Manager Mark Kutney, Town Attorney Mike Cirullo, Finance Advisory Board Chair Lung Chiu, Vice-Chair Elise Ryan, Committee Members Cheryl Miller, Virginia Standish, and Ken Johnson. Bill Underwood from Underwood Management Services Group was also in attendance.

b. Pledge of Allegiance & Invocation – Mayor Browning

c. Approval of Agenda – *no action*

Mayor Browning turned the meeting over to the FAAC (Financial Advisory & Audit Committee) for their report.

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**Town Council Special Workshop Minutes  
03/18/2014**

## TOWN COUNCIL SPECIAL WORKSHOP MEETING MINUTES

TUESDAY, MARCH 18, 2014

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Chair Chiu opened the FAAC portion of the meeting and noted that 2.a. of the Agenda was the topic of discussion for this evening.

**Mayor Browning interjected to let the record show that Councilman Liang arrived at 6:08 p.m.**

Bill Underwood, for Underwood Management Services Group provided a small contextual background of where the Town is at, and what has occurred in the recent past. What the Town has is a Fiscal Policy, Council adopted, and in that Policy it was stated the Town will provide funding for public services on a fair and equitable bases and shall not discriminate in providing such services on that basis. Some roads people are paying for. The Town has approved payment for roads, and some of the roads people have not contributed to at all. He stated the purpose is to get equity for all, then move forward and pay for the roads in the future. When Council spends the \$1.8 million budgeted CIP (Capital Improvement Program) monies, it will be critical when those monies are gone. He continued to do an overview of the Capital Improvement Plan. The equity issue is directed to Council, so the committee is looking for guidance.

Vice-Chair Ryan simply wanted to know from Council who will be paying for the roads. Once that is determined, the Committee can make the numbers work.

**2. Consideration for Council to reconsider, review and revise the \$1.8 mil Capital Budget for Fiscal Year 2014. (Recommendation from the Financial Advisory and Audit Committee (FAAC)).**

**a. Determine Policy for Payment Options for Improvements to Roads (Town pays vs Landowners pay vs cost share).**

Councilman Rockett opened the discussion with an explanation of how Council has been working towards being equitable for all the residents concerning road matters.

Councilman Liang agreed that Bryan Road, Compton Road, and Marcella Boulevard, should be considered as maintenance roads. As far and any future Capital Improvement Projects the Town should consider how to fund the projects on the current list as well as future projects, possibly through a loan or a bond.

Vice-Mayor Jarriel feels the town needs to pay for the roads, when the Town can afford it. All residents should pay the assessments equally. It seems the Town's revenue will be on the incline as new commercial projects are added to the Town's tax base. Every year the Town's bank account has increased. Vice-Mayor Jarriel appreciates the Committee's game plan for Capital Improvements. He then explained Council's plan for Capital Improvements.

Councilman Goltzené addressed policy options. He spoke of having a bond issue and/or changing the Charter, if necessary, through a referendum to allow the residents to make decisions on paying for roads. He will not commit to raising anyone's taxes.

**TOWN COUNCIL SPECIAL WORKSHOP MEETING MINUTES**

**TUESDAY, MARCH 18, 2014**

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Mayor Browning noted that the Town was able to accumulate a nice nest egg from the beginning of incorporation, by taking in more than the Town was spending. During this time the Town is spending more than it is taking in, and he is not aware of many residents who are willing to encourage more commercial projects to get a tax base. Mayor Browning agreed with Councilman Goltzené for a Town-wide referendum; and address possibly assessing one hundred (\$100.00) per acre per everyone who lives in Loxahatchee Groves.

Bill Underwood, Underwood Management Services Group, stated the Town could do an assessment by acre, or any other means, as the Town has flexibility in the choice.

Councilman Rockett noted commercial properties that are within the Town's tax base.

Councilman Goltzené asked if the Town could have Special Taxing District on commercial.

Town Attorney Cirullo stated it would take action by Council and there would have to be defined areas. He also noted that tax base monies from a particular district would have to stay in that district.

Committee Member Standish pointed out a document she left on the dais which referenced a Community Development Block Grant Program. She further explained options which can be explored for funding. She also feels the life of a bond will outlive the life of the product in reference to OGEM roads, and for Council to determine what they should be offering for better options.

Committee Member Johnson suggested Council look at commercial projects, such as the College (Palm Beach State College) and determine how much impact they will have on other roads in the Town. Considering time frames for construction, he also suggested a "pay as you go program".

Chair Chiu summarized. He noted at least four (4) or five (5) Council members were in agreement for a Bond referendum; he would hope that Council would give clear direction, framework, and time line so the Committee/Management could move forward in order to provide an equitable solution for all the residents.

Mayor Browning stated Council was looking for suggestions from the Committee.

Bill Underwood wanted Council agreement that the Town needs to be in the business of "doing" roads. Once that is completed the Committee/Management will devise a methodology of getting it accomplished.

Chair Chiu asked if legal counsel could make suggestions for a solution, perhaps in a resolution. Also on behalf of the Committee, he expressed congratulations to Councilman Goltzené for his second term in office.

It was consensus of Council to bring discussion of a referendum back to the Town Council as an action item during the April 15, 2014 Town Council Meeting.

**TOWN COUNCIL SPECIAL WORKSHOP MEETING MINUTES**

**TUESDAY, MARCH 18, 2014**

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Frank Schiola, 13434 Marcella Boulevard, stated whatever Council decided to do, and whatever monies are acquired, the funds need to go into a separate account for roads only.

John Ryan, 3508 A Road, spoke on funding for roads, and referenced the Florida Statutes state that the Florida legislature recognizes that when significant tax exempt entities, like colleges, come into a town, they can have an impact that needs to be recognized on an ongoing basis. This can be accomplished by agreements.

**Motion: Councilman Goltzene made a motion to adjourn the Special Workshop. Councilman Rockett seconded the motion. Upon vote, the motion passed 5/0.**

**3. ADJOURNMENT**

There being no further business coming before the Special Workshop, Mayor Browning adjourned the meeting at 7:03 p.m.

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Janet K. Whipple, Town Clerk

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David Browning, Mayor

*These minutes were approved during the April 15, 2014, Town Council Meeting.*



# Town of Loxahatchee Groves

## Town Council Meeting

Tuesday, March 18, 2014 at 7:00 p.m.

(Or As Soon As Possible following the Special Workshop)

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

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

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

### MINUTES

#### 1. OPENING

a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:08 p.m. In attendance were Mayor David Browning, Vice-Mayor Ron Jarriel, Councilmen Tom Goltzené, Ryan Liang, and Jim Rockett. Also in attendance were Town Manager Mark Kutney, Town Planning Consultant Jim Fleischmann, Town Attorney Michael D. Cirullo, and Town Clerk Janet K. Whipple.

b. Pledge of Allegiance & Invocation – Mayor Browning

c. Approval of Agenda

Councilman Rockett questioned why the speed hump information was not on the agenda.

Town Manager Kutney stated speed humps will be a topic on the next Town Council Agenda.

**Motion: Councilman Rockett made a motion to accept the Agenda as presented. Vice-Mayor Jarriel seconded the motion. Upon vote, the motion passed 5/0.**

d. **SWEARING IN OF COUNCIL MEMBER TOM GOLTZENÉ (SEAT 5).**

Councilman Goltzené was sworn into office by Town Clerk Janet K. Whipple.

Mayor Browning called for a brief recess at 7:10 p.m., to have cake in acknowledgement of Councilman Goltzené taking office for an additional three (3) years.

**Note: Appointment of Mayor and Vice-Mayor will be conducted during the April 1, 2014, Town Council Meeting. (Pursuant to the Town Charter. Section 2(2)(a))**

**2. CONSENT AGENDA**

- a. Minutes for Approval: **February 18, 2014**

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

**3. PUBLIC COMMENTS**

**4. PRESENTATIONS - NONE**

**5. COMMITTEE REPORTS – NONE**

**6. RESOLUTIONS - NONE**

**7. ORDINANCES**

- a. **ORDINANCE NO. 2014-03: FIRST READING (Livestock Waste - Haulers)**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO HAULING OF LIVESTOCK WASTE WITHIN THE TOWN; PROVIDING FOR DEFINITIONS; PROVIDING FOR PERMITS AND PERMIT FEES; PROVIDING FOR THE DISPOSAL OF LIVESTOCK WASTE ONLY AT APPROVED DISPOSAL SITES WITHIN THE TOWN; PROVIDING FOR PERMITTED HOURS OF HAULING LIVESTOCK WASTE WITHIN THE TOWN; PROVIDING FOR REQUIRED RECORDS AND AUDITING OF SUCH RECORDS BY THE TOWN; PROVIDING FOR CHANGES TO LIVESTOCK WASTE REGULATIONS; PROVIDING FOR REVOCATION OF PERMITS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Attorney Cirullo explained the background of Ordinance No. 2014-03 and Ordinance No. 2014-04. Notification letters were sent to both haulers and property owners. He then reviewed context of the Ordinances No. 2014-03.

Town Council discussed the pros and cons of the regulations within this ordinance.

Town Attorney Cirullo will take into consideration the concerns of Council, rewrite the regulations, and bring Ordinance No. 2014-03 back for first reading.

Member of the audience came to the podium to discuss stopping Wellington haulers from coming into Loxahatchee Groves, as the Town does not have enough staff for Code Enforcement. Council was requested to be clear and concise. There is a cost saving factor to having manure hauled onto personal property for ground amities, as much of the soil is sand based. The Town needs to keep a prospective, and to monitor, and not contaminate the canals.

Town Attorney Cirullo will rewrite Ordinance No. 2014-03 as per Council direction, and bring the ordinance back for first reading.

Town Attorney Cirullo stated Ordinance No. 2014-04 affects the ULDC (Unified Land Development Code) and will have to go the Planning and Zoning Board for review.

**Mayor Browning called for a five minute break, 8:42 – 8:45 p.m.**

**b. ORDINANCE NO. 2014-04: FIRST READING (Livestock Waste - Property Owners)**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO DEPOSITING OF LIVESTOCK WASTE WITHIN THE TOWN; AMENDING THE TOWN’S UNIFIED LAND DEVELOPMENT CODE BY AMENDING PART III ENTITLED “SUPPLEMENTAL REGULATIONS,” ARTICLE 50 ENTITLED “PUBLIC NUISANCES” BY ADDING A NEW SECTION 50-035 TO BE ENTITLED “USE OF LIVESTOCK WASTE;” PROVIDING FOR DEFINITIONS; PROVIDING THAT DEPOSITING OF LIVESTOCK WASTE IS A PUBLIC NUISANCE EXCEPT AS PROVIDED BY THIS SECTION; PROVIDING FOR REGISTRATION AND PERMITS, REQUIREMENTS AND LIMITATIONS ON THE DELIVERY AND USE OF LIVESTOCK WASTE REPORTING AND NOTICE REQUIREMENTS; PROVIDING FOR REVOCATION OF PERMITS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Attorney Cirullo provided background on Ordinance No 2014-04 for waste hauling concerning property owners. He also referenced the Good Neighbor Guidelines.

Council reviewed the contents of Ordinance No. 2014-04 and advised Town Attorney Cirullo of changes that needed to be made.

Town Attorney Cirullo provided a recap of changes.

Several members of the audience voiced their thoughts on the subject.

**Mayor Browning called for a short break 9:25 – 9:30 p.m.**

**c. ORDINANCES – PUBLIC HEARING**

**ORDINANCE NO. 2013-11 – SECOND AND FINAL READING / PUBLIC HEARING (Historical Legacy)**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO HISTORICAL LEGACY USES AND APPROVALS; AMENDING THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC), TO AMEND SECTION 75-035, ENTITLED “USES AS OF OCTOBER 1, 2006” TO ADD THE TERM HISTORICAL LEGACY TO THE SECTION TITLE; TO SPECIFY THE CATEGORY OF SPECIAL EXCEPTION NECESSARY FOR CERTAIN USES IN THE ZONING CATEGORY; TO REQUIRE THAT THE PROPERTY ON WHICH THE USE IS LOCATED SHALL HAVE BEEN OWNED AND SUBJECT TO A HOMESTEAD EXEMPTION IN THE NAME OF THE OPERATOR; TO REQUIRE THAT THE USE DOES NOT PRESENT A THREAT TO PUBLIC HEALTH; TO REQUIRE THAT THE USE IS NOT CURRENTLY THE SUBJECT OF A TOWN CODE ENFORCEMENT ACTION; TO REQUIRE THAT THE OWNER-OPERATOR SUBMIT AN AFFIDAVIT STIPULATING TO COMPLIANCE WITH CERTAIN CONDITIONS; TO REQUIRE REVIEW AND INSPECTION BY THE TOWN; PROVIDING THAT CERTAIN USES ARE NOT ELIGIBLE FOR APPROVAL UNDER THIS SECTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.**

Town Attorney Cirullo read the title of Ordinance No. 2013-11; reported changes directed by Council, had been made, and notice for requirements are now included.

**Motion: Councilman Goltzene made a motion to approved Ordinance No. 2013-11 on second reading. Vice-Mayor Jarriel seconded the motion.**

Mayor Browning opened the Public hearing at 9:31 p.m. There being no Public Comments, Mayor Browning closed the Public hearings at 9:32 p.m.

Upon roll call vote, the motion passed 5/0.

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

a. Gas Tax Maps Report

Town Manger Kutney reported the Gas Tax maps were received during the last League of Cities Meeting he attended. After any requests on road usage, the adjustments will be due by April 30, 2014, which will give Council a chance for input during the April 1, 2014 and April 15, 2014 Town Council Meetings.

Town Manager Kutney reported the Town Engineers are about ninety-eight (98%) to ninety-nine percent (99%) complete on their plans for Compton Road, Bryan Road, and Marcella Boulevard.

Town Manager Kutney received an email from Mary Mc Nicholas concerning speeding vehicles Folsom Road. He asked Council if there was anything else they would like to do other than PBSO (Palm Beach Sheriffs' Office) coverage. The Council answered in the negative, but advised Town Manager Kutney to notify PBSO of the situation.

Mr. Kutney reported on the traffic signal at Okeechobee Road and D Road. He received notification that there was no warrant for the signal. Simmons and White, Town Traffic Engineers, will be meeting with George Webb, Palm Beach County Engineer personally to find out about the warrant so there is a definitive answer.

**9. OLD BUSINESS**

a. Auditor Retention Letter

**Motion: Councilman Liang made a motion to approve the new agreement with the Town's External Auditors, Nowlen, Holt and Miner. Councilman Rockett seconded the motion.**

Discussion followed concerning the amendments.

Upon vote, the motion was approved 5/0.

**10. NEW BUSINESS** - *NONE*

**11. CLOSING COMMENTS**

a. Public

Frank Schiola, 13434 Marcella Boulevard, reported that the lady who worked for Waste Pro was killed, and her husband lost his left leg in a crash. On Folsom Road, the night duty PBSO Deputy is getting writer's cramp.

Nina Corning, 2834 E Road, also spoke on the subject of traffic, and suggested looking at Okeechobee Boulevard and maybe E Road. Concerning water, there is suspicion of construction materials being dumped in Loxahatchee Groves

b. Town Attorney

Town Attorney Cirullo announced “Go Gators” and congratulated Councilman Goltzené.

c. Town Council Members

Councilman Rockett thanked everyone for coming, and for them to have a good night.

Councilman Liang felt this was a very productive meeting, and also announced “Go Gators”.

Vice-Mayor Jarriel congratulated Councilman Goltzené.

Councilman Goltzené thanked everyone for their congratulations, and for staying.

Mayor Browning also extended his congratulations to Councilman Goltzené, and thanked everyone.

**12. ADJOURNMENT**

There being no further business to come before Council, Mayor Browning adjourned the meeting at 9:45 p.m.

The next regular Town Council Meeting is tentatively scheduled for April 1, 2014.

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Janet K. Whipple, Town Clerk

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David Browning, Mayor

**These minutes were approved at the April 15, 2014, Town Council Meeting.**

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*Town Council Minutes*  
**03/18/2014**



**Item 2.b.**

**Consent Agenda**

**Swerdlin Road Issues**

**TOWN OF LOXAHATCHEE GROVES**

**MEMORANDUM NO. 2014-07**

TO: Mayor David Browning  
Members of the Town Council

CC: Mark Kutney, Town Manager  
Janet K. Whipple, MMC, Town Clerk

FROM: Michael D. Cirullo, Jr., Office of the Town Attorney *MDC*

DATE: April 15, 2014

RE: Town of Loxahatchee Groves ("Town")/ (Swerdlin) Encroachment Agreement  
(13105 Raymond Drive)

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In light of the fact that Raymond Road is a public road and listed as such on the Town's tax report, the Town has maintenance responsibilities for the road. Mr. Swerdlin, a property owner on Raymond Road, has requested to construct a fence within a roadway easement lying within Raymond Road. The proposed fence would encroach into the roadway easement, but not into the actual roadway surface.

In order to permit the construct of the fence, Mr. Swerdlin has agreed to enter into an Encroachment Agreement with the Town. The Agreement permits the fence to be constructed within the roadway easement, but preserves the Town's rights to the roadway easement in case it is needed in the future. This type of agreement is commonplace where local governments and districts are not using land within an easement, and the property owner desires to make use of portions of the easement not being used by that entity.

The Town Attorney's Office has prepared the Encroachment Agreement, attached hereto, and recommends that the Town Council approve it.

Enclosure.

This Instrument was Prepared by:  
**Michael D. Cirullo, Jr., Esquire**  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

### ENCROACHMENT AGREEMENT

THIS IS AN ENCROACHMENT AGREEMENT entered into on this \_\_\_\_ day of April, 2014, by and between the **Town of Loxahatchee Groves, a Florida municipality, corporate and politic** (hereinafter the "TOWN"), and **Kevin Swerdlin and Jessica Nicodemo Swerdlin, husband and wife** (hereinafter collectively the "OWNERS").

In consideration of the mutual covenants and the, conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to a Motion duly adopted at its meeting of April 15, 2014, the Town Council of the TOWN authorized the proper TOWN officials to enter into this Encroachment Agreement (the "Agreement").

2. The OWNERS warrant and certify to the TOWN that they hold fee simple title to the real property located at 13105 Raymond Drive, Loxahatchee Groves, Florida 33470 (the "Property") which is more particularly described as follows:

The north 390.5 feet of the west 193.4 feet of the east 1934.0 feet of Tract 42, Block F, Loxahatchee Groves, according to the plat thereof on file in the office of the Clerk of the Circuit Court In and For Palm Beach County, Florida, recorded in Plat Book 12, Page 29; said lands situate, lying and being in Palm Beach County, Florida.

3. As of the date of this Agreement, the OWNERS have an existing single family residence on the Property and intend to install a fence on the south portion of the Property which once constructed will encroach into the roadway easement as recorded in the property records for the property, Official Records Book 6256 Page 1747 of the public records of Palm Beach County. The OWNERS seek permission from the TOWN to allow the fence installation on the Property that would encroach into the roadway easement, as depicted in **Exhibit A**.

4. The Town Council, on behalf of the TOWN, hereby grant the OWNERS permission to encroach onto the TOWN'S roadway easement pursuant to the terms and conditions herein, specifically, to construct and maintain a wooden fence not to exceed six (6) feet in height. OWNERS acknowledge that they and their successors and/or assigns shall bear all costs associated with removal of the improvements encroaching on the TOWN'S easement, if removal is required as set forth below.

5. TOWN and OWNERS hereby agree that the fence, as shown on **Exhibit A**, may continue to encroach onto the TOWN'S easement until such time as the fence area is demolished or more than fifty percent (50%) of it is removed. Should the Town require public roadway use at any time to the portions of the roadway easement within the area enclosed by the fence, the OWNERS shall be required to remove the entire fence within thirty (30) days of receipt of written notice from the Town of its required public

roadway use and no further encroachment shall be permitted without additional approval from the Town Council.

6. The OWNERS, for themselves and their successors and/or assigns, agree to indemnify and hold the TOWN harmless from any and all liability incurred now or in the future as a result of any claim, injury, death or property damage, directly or indirectly resulting due to the existence of, or the failure to maintain the encroachment or any part of it.

7. It is understood that this Encroachment Agreement is granted to the OWNERS for their sole benefit and as a special exception to the policy of the TOWN and that this Agreement shall be construed most strictly in favor of TOWN and against the OWNERS.

8. This Encroachment Agreement may be canceled by the TOWN upon thirty (30) days written notice if it is determined by the TOWN in its sole discretion that there exists a material risk to the public safety arising from the fence, described in Paragraph 3, above, or, it is determined by the TOWN that the fence must be modified or removed to accommodate the maintenance of the roadway abutting the subject Property. Such removal shall be at the OWNERS' sole cost and expense. In the event the OWNERS fail to remove all or any part of the fence that encroaches into the Town's easement within thirty (30) days after written demand by the TOWN to do so, TOWN is authorized to remove the fence or any portion of it, and all costs associated with the removal, shall become a lien against the Property, which lien may be enforced through foreclosure and shall include court costs and reasonable attorneys' fees.

9. The OWNERS agree that the encroachment described on **Exhibit A** shall not be substantially expanded, the only expansion permitted being for the installation of screening or fencing to comply with laws, rules or regulations or insurance requirements. The OWNERS further agree to allow access to the easement area if requested by the TOWN, and in the event of an emergency situation that requires the removal of the fence, the OWNERS would reinstall at OWNERS' expense.

10. This Agreement shall not be effective until it has been executed by all parties and recorded in the Public Records of Palm Beach County, Florida, at OWNERS' expense.

11. The provisions of this Agreement are covenants running with the land affecting the Property, and are binding upon the OWNERS and their respective successors and/or assigns,

12. This Agreement shall be of no force and effect if not properly executed by all parties within thirty (30) days from the date first appearing above, unless the parties by mutual agreement in writing shall, for good cause, extend the time for execution.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

**TOWN OF LOXAHATCHEE GROVES**

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

By: \_\_\_\_\_  
David Browning, Mayor

(CORPORATE SEAL)

WITNESSES:

Paula Golden  
Nancy Oss  
Paula Golden  
Nancy Oss

OWNER:

[Signature]  
Kevin Swerdlin  
[Signature]  
Jessica Nicodemo Swerdlin

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing Encroachment Agreement was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2014, by **David Browning**, as Mayor of the Town of Loxahatchee Groves, on behalf of the Town, who is personally known to me or has produced a Florida Driver's License as identification.

\_\_\_\_\_  
Notary Public, State of Florida

STATE OF FLORIDA  
COUNTY OF PALM BEACH

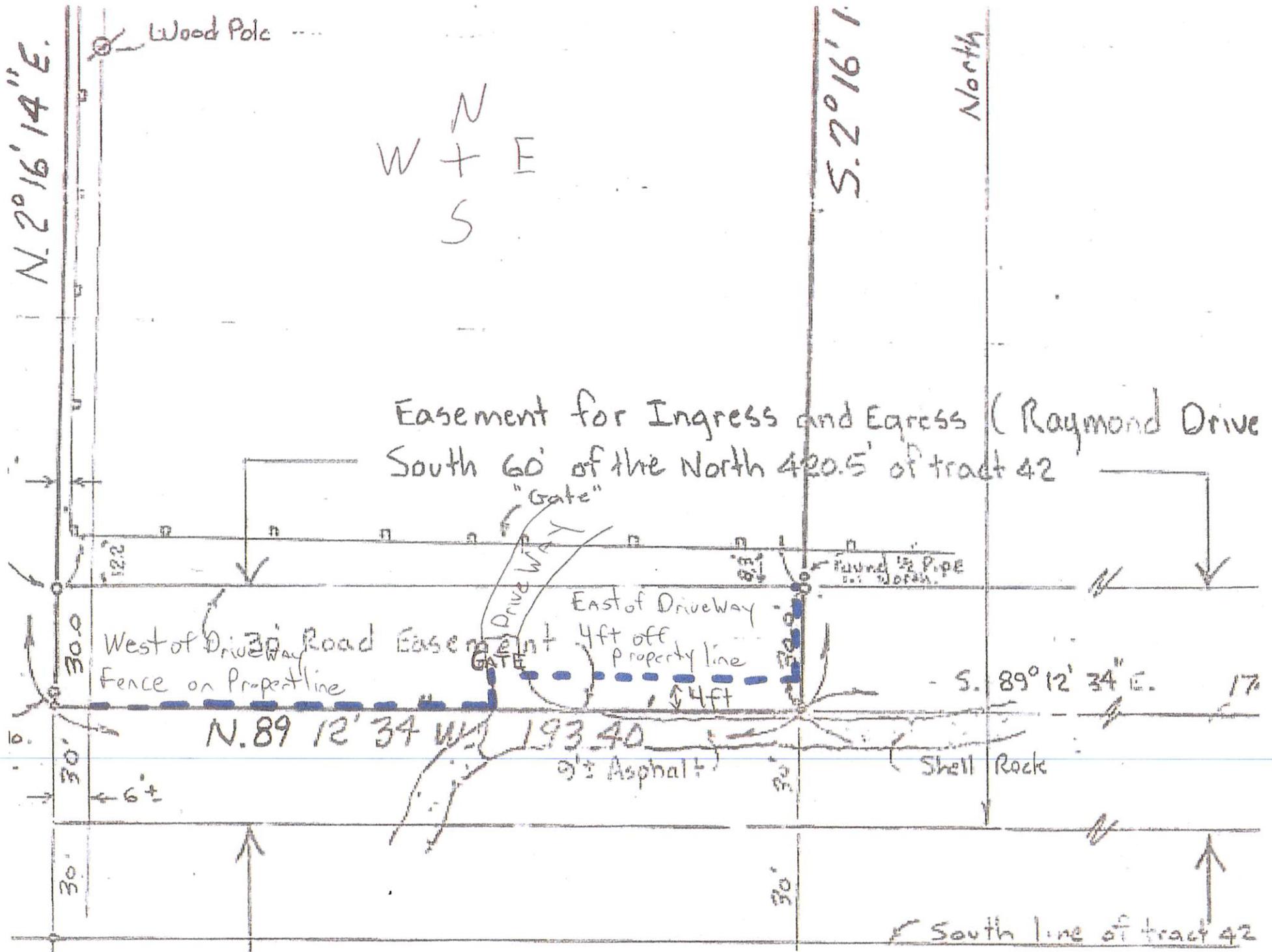
The foregoing Encroachment Agreement was acknowledged before me this 4 day of April, 2014 by **Kevin Swerdlin and Jessica Nicodemo Swerdlin**, husband and wife, who are personally known to me or have produced a Florida Driver's License as identification.

[Signature]  
\_\_\_\_\_  
Notary Public, State of Florida



# **COMPOSITE EXHIBIT A**







**Item 4.a.**

**PRESENTATIONS**

**Christine Davis – Vice President**

**Loxahatchee Groves Elementary School PTO**



# LOXAHATCHEE GROVES ELEMENTARY SCHOOL PTO

16020 Okeechobee Blvd.

Loxahatchee, FL 33470-2300

Office: 561-904-9238 / Fax: 561-904-9252



Dear Business Partner;

On Saturday, May 17, 2014, Loxahatchee Groves Elementary School's PTO will be sponsoring its Annual Spring Carnival and Silent Auction. This carnival is a family activity that brings everyone from our school and surrounding communities together for a day of family fun while also raising money for our students.

For our Carnival to be successful we are asking for your help by making a tax-deductible donation in the form of a monetary donation, sponsoring a ride or donating items for our Silent Auction! Any donations would be amazing and the PTO will acknowledge your business in our Carnival Appreciation Brochure that is handed out to the approximately 1,500-2,000 people who attend.

If you choose to sponsor a ride they range in price from \$250-\$650 and a sign will be placed by the ride to show your sponsorship. If you choose to make a monetary donation of \$300 or more, you will receive a beautiful plaque to hang in your place of business. Silent Auction items will have a donation card with your name on it next to the item!

Please know that any help you give us will ultimately help the children at our school. All profits and money raised go directly to our teachers and students to provide resources and items that are in much need.

Thank you in advance for your time and consideration! If you have any questions please contact the PTO at 561-904-9238 and if you have chosen to support our Spring Carnival, please send your donation to the school, Attn: PTO, by Friday, May 2, 1014.

Sincerely,

Christine Davis  
Vice President, LGES PTO



**Item 5.a.**

**COMMITTEE REPORTS**

**NONE**



**Item 6.**

**RESOLUTIONS**

**None**



**Item 7.**

**ORDINANCES**

**Ordinance No's. 2014-03 (Waste Haulers)**

**(2<sup>nd</sup> Reading)**

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2014-03**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO COMMERCIAL HAULING OF LIVESTOCK WASTE WITHIN THE TOWN; PROVIDING FOR DEFINITIONS; PROVIDING FOR PERMITS AND PERMIT FEES; PROVIDING FOR THE DISPOSAL OF LIVESTOCK WASTE WITHIN THE TOWN; PROVIDING FOR PERMITTED HOURS OF COMMERCIAL HAULING OF LIVESTOCK WASTE WITHIN THE TOWN; PROVIDING FOR REQUIRED RECORDS AND AUDITING OF SUCH RECORDS BY THE TOWN; PROVIDING FOR CHANGES TO LIVESTOCK WASTE REGULATIONS; PROVIDING FOR REVOCATION OF PERMITS AND ENFORCEMENT; EXEMPTING LIVESTOCK WASTE SELF-HAULERS AS DEFINED HEREIN FROM THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, on April 3, 2012, the Town Council adopted Ordinance 2012-03, which amended and restated Ordinance 2010-03, to provide for properties eligible to receive manure and horse bedding materials (livestock waste), amend permit requirements and provide regulations on how such materials are used on eligible properties; and,

**WHEREAS**, the Town Council has heard concerns from Town Management and the public relating to the current permitting process and continued abuses by commercial haulers and property owners for dumping manure and horse droppings (livestock waste) on properties within the Town; and,

**WHEREAS**, the Town Council continues to be concerned with water quality within the drainage canals in the Town, and has heard from residents with scientific and academic backgrounds that raised phosphorous levels are possible from continued abuse of manure and horse bedding (livestock waste) by commercial haulers and property owners within the Town; and,

**WHEREAS**, improper commercial hauling and disposal of Livestock Waste is a public nuisance, attracting flies and emanating odors to nearby properties; and

**WHEREAS**, the Town Council believes that increased regulation of commercial livestock waste haulers is necessary to prevent illegal dumping and pollution, and avoid the creation of public nuisances within the Town; and,

**WHEREAS**, the provisions of this Ordinance shall replace and supersede the requirements for livestock waste haulers in Ordinance 2012-03.

**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.** **Definitions.** The following definitions shall apply to this Ordinance.

(a) *Approved disposal site:* A parcel of real property for which a Town, county or state registration or permit has been issued for the disposal and/or processing of livestock waste, as amended from time to time, and/or a plot of land that is conducting bona fide agricultural activities in accordance with F.S. § 193.461.

(b) *Bona fide agricultural purposes:* means farming, pasture, grove, or forestry operations, including horticulture, floriculture, viticulture, dairy, livestock, poultry, bee and

aquaculture, consistent with Section 823.14, Florida Statutes (Right to Farm) and Section 570.02, Florida Statutes (Agriculture).

(c) *Commercial livestock waste hauler*: Person(s), firm(s), corporation(s), or other legal entit(ies) providing livestock waste removal or delivery services for a fee, or in exchange for payment, within the Town.

(d) *Composting*: The process by which biological decomposition of organic solid waste is carried out under controlled aerobic conditions, and which stabilizes the organic fraction into a material which can easily and safely be stored, handled, and used in an environmentally acceptable manner for a period of 30 to 90 days.

(e) *Livestock*: Grazing animals, such as cattle, horses, sheep, goats, other ruminants, swine, ostriches, emus and rheas, which are used for private use or commercial purposes, or as defined by F.S. § 585.01, as may be amended from time to time.

(f) *Livestock facility*: Property under single ownership or control where livestock is raised and or boarded.

(g) *Livestock waste*: Wastes composed of excreta of animals and residual materials that have been used for bedding, sanitary, or feeding purposes for such animals. For purposes of this ordinance, livestock waste that has been properly composted shall not be considered livestock waste.

(h) *Livestock waste self-hauler*: Property owner or authorized representative providing Livestock waste removal services from their own property within the Town, or delivering Livestock waste to their own property within the Town from a location within the Town, for personal use only by the owner or tenant of the receiving property, using a vehicle with a capacity no greater than ten (10) cubic yards.

(i) *Livestock waste storage area*: An area constructed of impermeable material such as concrete or asphalt; with an impermeable cover; or a mechanical storage container that can be sealed, lifted, and transported.

(j) *Load*: approximately twenty (20) to twenty-five (25) cubic yards of Livestock Waste.

(k) *Public Nuisance*: the unreasonable, unwarranted and/or unlawful activity and/or use of property, which causes inconvenience or damage to others, either to individuals and/or to the general public.

**Section 3.** All Commercial Livestock Waste Haulers must comply with the requirements of this ordinance.

**Section 4. Permitting Requirements.** All Commercial Livestock Waste Haulers transporting Livestock Waste within the Town must obtain a permit from the Town prior to engaging in any hauling of Livestock Waste.

- (a) In obtaining the permit, the Commercial Livestock Waste Haulers will:
1. Identify every property within the Town from which it will haul Livestock Waste, and every Approved Disposal Site (whether located within the Town or not) to which it will deliver Livestock Waste;
  2. Provide copies of all licenses and registrations for vehicles used for hauling Livestock Waste.
  3. Acknowledge on a form provided by the Town that (1) loads to be deposited within the Town originate from a Livestock Facility within the Town, or shows by separate affidavit its load originated from outside the State of Florida; (2) upon receipt of a request from a property owner within the Town for Livestock Waste, it will confirm prior to engaging in hauling that the Livestock Waste will be

deposited within a Livestock waste storage area or used solely for bona fide agricultural purposes, and that the property owner has obtained the necessary permit from the Town; and (4) that it has read and reviewed this ordinance and agrees to its requirements and provisions, and will adhere to such in providing its hauling services.

4. Pay the required fees for the permit.

(b) An annual permit shall be valid from October 1 to September 30, and shall expire each September 30 regardless of the date it is issued. Commercial Livestock Waste Haulers are responsible for the timely renewal of the annual permits.

(c) The annual permit fee for a Commercial Livestock Waste Hauler shall be \$500.00. An annual permit shall permit the Commercial Livestock Waste Hauler to transport up to twenty (20) loads. The permit fee shall be \$2000.00 if a Commercial Livestock Waste Hauler transports Livestock Waste prior to obtaining a permit from the Town.

(d) A Commercial Livestock Waste Hauler may transport in excess of twenty (20) loads, for a maximum of thirty (30) additional loads, at an additional fee of \$40.00 per load, paid in advance to the Town. Should the Commercial Livestock Waste Hauler fail to pay such fee in advance, the fee shall be \$100.00 per load.

(e) The fees set forth in this ordinance may be amended by the Town Council by resolution.

(f) No permit shall be issued to a Commercial Livestock Waste Hauler who has not remedied previous violations of this Ordinance.

**Section 5. Origin of Livestock Waste.** All Livestock Waste deposited at Approved disposal sites in the Town must originate from within the Town, or be shown by affidavit to have originated from outside the State of Florida.

**Section 6. Approved disposal sites.** Commercial Livestock Waste Haulers may deposit Livestock Waste only at Approved Disposal Sites for the purpose of composting in an approved composting area, or for bona fide agricultural purposes.

**Section 7. Authorized Times for Hauling within the Town.** Hauling of Livestock Waste by Commercial Livestock Waste Haulers within the Town shall be permitted only between the hours of 9:00 am through 4:00 pm, Monday through Friday, except holidays as listed on the Town website. Hauling of Livestock Waste by Commercial Livestock Waste Haulers is prohibited at all other times.

**Section 8. Required Records.** Hauling records shall be provided by Commercial Livestock Waste Haulers to the Town Manager each month, no later than the fifth (5<sup>th</sup>) business day of the month following the month for which the report is filed. Hauling records shall identify the waste source, quantity in cubic yards, and the waste disposal site with quantity deposited in cubic yards within an approved site. Hauling records shall include signed load tickets or affidavits certifying the loads from both the source and disposal site owners. Failure to timely provide monthly hauling records shall result in the revocation of the permit. The Town reserves the right to audit the hauling record and load tickets from the generating properties and disposal sites which have been approved as a disposal site as defined herein. The failure to cooperate with such audit shall result in the revocation of a permit.

**Section 9. Changes to Regulations.** The hauling of Livestock Waste by Commercial Livestock Waste Haulers within the Town is a privilege, not a right. The Town

Council reserves the right to amend this Ordinance at any time, and any such amendments will apply to both future permits, and active permits unless specifically exempted by the Town Council.

**Section 10. Revocation of Permits.** A Commercial Livestock Waste Hauler that violates any of the provisions of this ordinance shall have its permit revoked by the Town Manager. Should a person violate this ordinance on more than one (1) occasion during a calendar year, that person shall not be granted a permit from the Town for a period of one (1) calendar year from the date of the last violation.

**Section 11. Nuisance.** A violation of this ordinance is deemed by the Town Council to be a public nuisance.

**Section 12. Violation of State Laws.** The Town Council specifically finds that a violation of this ordinance presents a public nuisance for purposes of enforcement of Section 403.413, Florida Statutes, and law enforcement officers charged with the enforcement of state and local laws within the Town shall strictly enforce Section 403.413, Florida Statutes. Upon the issuance of a violation notice under Section 403.413, Florida Statutes, or this ordinance, any permits issued by the Town to the Commercial Livestock Waste Hauler shall be suspended and the Commercial Livestock Waste Hauler shall cease all Livestock Waste hauling until such time as a hearing is conducted or the fines paid.

**Section 13. Enforcement.** This ordinance shall be enforced as follows:

(a) Law enforcement officers are authorized to enforce this ordinance. In addition to penalties resulting from a violation of Section 403.413, Florida Statutes, the fines for violations of this ordinance shall be:

<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>	<b>All Additional Offenses</b>
\$100	\$250	\$400	\$500

(b) The Town may also file charges for any offense in a court with jurisdiction, in which case the penalty shall be a fine of \$500, imprisonment not to exceed sixty (60) days, or both, for each violation of this ordinance. The Town shall recover its costs of prosecution, including attorney’s fees, filing fees, and personnel costs for law enforcement and Town employees.

(c) To the extent authorized by law, the Town Administration is authorized to use the Town’s Code Enforcement process to enforce violations of this ordinance where a law enforcement officer has not otherwise issued violations of Section 403.413, Florida Statutes, or of this ordinance. In such instances, the fine shall be the maximum permitted by law. The Town shall recover its costs of prosecution, including attorney’s fees, filing fees, and personnel costs for law enforcement and Town employees.

(d) Each day a violation remains, and each haul for which there is no permit, constitutes a separate violation of this ordinance.

**Section 14. Exemption of Livestock waste self-hauler.** Livestock waste self-haulers are exempt from this ordinance.

**Section 15. Effect on Ordinance 2012-03.** The provisions herein as to regulations for haulers (referred to in Ordinance 2012-03 as transporters) of Livestock Waste, referred to in Ordinance 2012-03 as “manure and horse bedding,” supersedes and replaces regulations as to haulers in Ordinance 2012-03. Regulations relating to property owners and the use of Livestock

Waste on Property within the Town shall remain in effect except to the extent in conflict with this Ordinance.

**Section 16. Repeal of Laws in Conflict.** All Ordinances or part of Ordinances in conflict herewith are in the same are hereby repealed to the extent of such conflict.

**Section 17. Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

**Section 18. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 19. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.**

**TOWN OF LOXAHATCHEE  
GROVES, FLORIDA**

ATTEST:

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

\_\_\_\_\_  
Janet Whipple, Town Clerk

\_\_\_\_\_  
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



**Item 8.**

**ADMINISTRATIVE UPDATE**

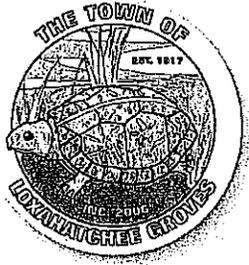
**(No Backup)**



**Item 9.a.**

**OLD BUSINESS**

**Town Management Services**



## **REQUEST FOR PROPOSAL**

**DATE: JULY 25, 2011**

**RFP NO. 2011-006**

### **ALL INTERESTED PARTIES:**

The Town of Loxahatchee Groves, Florida, hereinafter referred to as the "TOWN", will receive sealed Responses at the office of the Town Office at 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 for the services described below:

### **TOWN MANAGEMENT SERVICES**

Sealed Responses must be received and time stamped in by the Town Clerk's Office, either by mail or hand delivery, no later than 2:00 p.m. local time on **TUESDAY, AUGUST 23, 2011**. Any Responses received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Response is received will be resolved against the Offeror.

Town of Loxahatchee Groves Ordinance 2008-09 (Ordinance) governing the Town's purchasing and procurement requirements. All Responders shall be expected to be familiar with the terms and conditions of this ordinance, which is incorporated herein. To the extent of a conflict between the terms of this RFP and the Ordinance, the Ordinance shall prevail.

TOWN reserves the right to reject any or all Responses, to waive any informalities or irregularities in any Responses received, to re-advertise for Responses, to award in whole or in part to one or more offerors, or take any other such actions that may be deemed to be in the best interests of the TOWN.

Ann Harper  
Town Clerk, Loxahatchee Groves

## **I. SCOPE OF WORK**

**Request for Proposal (RFP) for Town Management Services**  
The Town of Loxahatchee Groves is requesting responses from firms and individuals ("Respondents") to provide Town Management services for the Town of Loxahatchee Groves. The scope of services includes all services as outlined in this Request for Proposal.

### **TOWN MANAGER:**

#### **Qualifications for Town Manager as directed by the Town Charter:**

- 1) The Town Manager shall have the minimum qualifications of a combination of a bachelor's degree in public administration, business administration, or other related fields from an accredited college or university and 3 years' public administration experience or 6 years' experience in a city manager or assistant city manager position, preferably in an International City/ County Management Association-recognized local government.
- 2) It is preferred that the Town Manager be an International City/County Management Association-credentialed manager or obtain such credential within 2 years after being appointed.
- 3) The Town Manager will not be an employee of the Town. All Town Management Services will be through a Contract for Town Management Services with the Town Council.
- 4) The Town Manager shall have completed the National Incident Management System-Federal Emergency Management Agency (NIMS-FEMA) courses ISO 100 and ISO 700.

#### **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 Management Team, 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.

**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 RFP 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 granted 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 administrating 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
  - i. Present the draft Budget to the Financial Advisory and Audit Committee with explanations of basis for each major line item and budget forecast. Obtain the Committee's input before recommending to the Town Council.
  - ii. Research, prepare and present annual budget for approval
  - iii. Research and propose millage rate necessary to fund the operations of the Town, consistent with state law.

- iv. Meet with Town Council members and Town Attorney to finalize budget.
  - v. Schedule and legally advertise budget hearings (coordinate with PBC Property Appraiser's Office; Dino Maniotis)
  - vi. Non-Ad Valorem Assessment Preparation:
    - 1. Update NAV database
    - 2. Transmit to PBC Tax Collector's Office
  - vii. Coordinate with the Town Attorney on the budget and special assessment schedule of hearings, and required notices.
- b. Annually review and update 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:**
- 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:

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)*

### **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*

### **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.

## **II. TIME REQUIREMENTS**

### **A. PROPOSAL CALENDAR**

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposal	Monday, July 25, 2011
2. Deadline for submittal of written questions to Town Attorney:	Tuesday, August 16, 2011
2. Responses Due (2:00 p.m.)	Tuesday, August 23, 2011
3. Short List of Submittals by Town Council (If necessary, see note below):	Monday, August 29, 2011*
4. Short List Presentations to Town Council & award of contract (7:00 p.m.)	Tuesday, September 6, 2011

\* In the event the Town receives less than seven (7) proposals, there will be no shortlisting, the August 29, 2011 meeting will be cancelled, and all Responders will be expected to make presentations on September 6, 2011.

\*\* Pursuant to Chapter 2011-140, Laws of Florida, portions of meetings where responders in a competitive selection process are making oral presentations to a selection committee are exempt from Florida public meeting laws. As a result, Responders will not be permitted in the room while other Responders make their presentations to the Town Council.

TOWN reserves the right to change and/or delay scheduled dates.

### **B. ANTICIPATED COMMENCEMENT OF CONTRACT**

Saturday, October 1, 2011.

## **III. REQUIREMENTS FOR RESPONSES**

### **A. SUBMISSION OF RESPONSES**

The following materials should be submitted by a Respondent to be considered:

1. An original copy (so marked) of the Proposal, seven (7) copies and an one (1) electronic version should be submitted to the Town of Loxahatchee Groves, 14579 Southern Blvd, Suite 2, Loxahatchee Groves, FL 33470 to the attention of Ann Harper, Town Clerk.
2. Responses must be submitted in a sealed envelope clearly marked with the name of the firm/consultant "Request for Proposal RFP 2011-006, Contract for Town Management Services."

## B. **REQUIRED INFORMATION TO BE PROVIDED IN RESPONSES**

1. **Cover Letter:** (not to exceed four pages)
2. **Respondent Background:** Describe the Respondent's historical background relative to the requirements of the RFP (can be submitted in the form of a resume). Should include description of experience working with special districts and coordinating with other governmental entities.
3. **Methodology and Approach** to the overall operation of the Town Management office to include a detailed response to achieving all of the tasks outlined in the RFP.
4. **Fees:** Provide a rate schedule and total monthly / annual fee for proposal
5. **References:** The proposer should list a minimum of three (3) verifiable references.
6. **Subcontracting.** In the event Responder intends to provide any of the services required by this RFP through subcontractors, please specifically identify the services to be contracted out, and the intended subcontractors. Responder must clearly identify which subcontracting costs are included in your proposed fee, and which would be in addition to the proposed fee.
7. **Appendices:**
  - a. **Offeror's Certification**
  - b. **Non-Collusive Affidavit**
  - c. **Acknowledgement**

## **IV. EVALUATION OF RESPONSES**

### A. **Evaluation Method and Criteria**

The Town of Loxahatchee Groves Town Council will evaluate responses submitted. The Town Council, in its sole discretion, has the right to reject any and all responses or waive any minor irregularity or technicality in any responses received.

The Town of Loxahatchee Groves will select/award the Respondent which best meets the interests of the Town, all factors considered.

Although price is a factor in the decision, the experience, background and proposed plan for operations as Town Manager is the main factor in the Town Council's decision. The Town Council shall be the sole judge of the Town's best interests, the responses, and the resulting negotiated agreement. The decision of the Town Council shall be final.

## **VI. AWARD OF CONTRACT**

The Town Council shall direct the Town Attorney to negotiate a Contract for Town Management Services with the Responder whose response is determined to be the most advantageous to the Town, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals. **The Council reserves the right to enter into a Contract for Town Management Services with the selected responder for all or a portion of the services that are part of this Request for Proposal.**

## **VIII. GENERAL CONDITIONS**

**A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**B. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**C. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Responder. Responders must request from the City Attorney such interpretation in writing. To be considered, such request must be received at least seven (7) days prior to the date fixed for the deadline for submittal of the Proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all potential Responders who have provided the Town with their contact information as having an interest in the RFP at the address furnished for such purpose not later than two (2) days prior to the date fixed as the deadline for submittal of proposals. Responses or Addenda may be issued via electronic mail as well. Failure of any Responder to receive any such addenda or interpretation shall not relieve any Responder from any obligation under the proposal as submitted. All addenda so issued shall become a part of the contract document. Responder shall verify that it has all addenda before submitting a Proposal.

**D. QUESTIONS ABOUT THE RFP:** Questions regarding the RFP or the proposal process shall be directed in writing to the Town Attorney: Michael Cirullo, Goren, Cherof, Doody and Ezrol, PA, 3099 East Commercial Blvd. Suite 200, Fort Lauderdale, FL 33308, by fax at 954-771-4923, or electronic mail at [mcirullo@cityatty.com](mailto:mcirullo@cityatty.com).

**E. CONFLICT OF INTEREST:** The Responder must represent that it has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.

Without receiving prior written authorization by the Town, the Respondent shall not:

- (i) retain any individual or company with whom the Respondent or any individual member thereof has a financial or other conflict of interest; nor
- (ii) in fulfillment of the Contract for Town Management Services, do business with a for-profit entity in which the Respondent or any individual member has a financial or other interest therein.

The Responder warrants to the Town that no gifts or gratuities have been or will be given to any Town employee or agent, either directly or indirectly, to obtain the Contract for Town Management Services.

**F. NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (ADA).** The Town of Loxahatchee Groves will not discriminate against qualified individuals with disabilities on the basis of disability in the Town's services, programs, or activities. The Town will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Town's programs, services, and activities. The Town will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all Town programs, services, and activities. A person with a disability may receive an auxiliary aid or service to effectively participate in town government activities by contacting the Town Clerk's Office at voice (561) 793-2420 as soon as possible but no later than 48 hours before the event or deadline date.

### IX. INSURANCE

After award and prior to the execution of the Contract for Town Management Services, the successful Responder shall provide proof of insurance as required herein. Responder The Responder shall procure and maintain, at its own expense, the following insurance

- (i) Errors & Omissions Coverage for Directors and Officers with a \$1,000,000 limit
- (ii) Worker's Compensation Insurance for all Responder's employees, with the following limits:
  - A. Worker's Compensation Statutory Limits
  - B. Employer's Liability      \$500,000 each accident  
   \$500,000 Disease-policy limit  
   \$500,000 Disease-each employee

If Responder is or claims to be exempt from all or a portion of these requirements, Responder shall provide Town proof of such exemption. However, any exemption is at the sole discretion of the Town Council.

- (iii) Comprehensive Auto Liability coverage which shall include owned, hired and non-owned vehicles, with the following limits:
  - A. Bodily Injury
    - 1. Each Occurrence      \$100,000
    - 2. Annual Aggregate      \$500,000
  - B. Property Damage
    - 1. Each Occurrence      \$100,000
    - 2. Annual Aggregate      \$500,000

- (iv) A Dishonesty Bond or its equivalent, as shall be determined to be necessary by the Town, in an amount equal to \$1,000,000.00 with a deductible of no more than \$5,000.00.

All insurance and bonds shall be kept in effect during the full term of the Contract for Town Management Services. Additionally, any subcontractor hired by the Respondent for any services under the Contract for Town Management Services shall provide insurance coverage as well.

Responder 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.

#### **X. TERM AND TERMINATION**

Subject to the termination provisions set forth hereinafter, the initial term of the Contract for Town Management Services shall be three (3) years, commencing on or about October 1, 2011. The Contract for Town Management Services may be renewed for two (2) additional one (1) year terms upon the agreement of the parties.

The Town may terminate the Term of the Contract for Town Management Services at any time, without regard to any breach hereof by Responder and without any liability or obligation to Responder only upon sixty (60) days prior written notice. Responder may terminate the Term of the Contract for Town Management Services at any time, without regard to any breach hereof by the Town and without any liability or obligation to the Town, only upon one hundred twenty (120) days prior written notice to the Mayor of the Town and the Town Council. The rights and obligations of the Town and Responder that arise prior to expiration of the Term, including the Town's obligation to pay to Responder any earned and unpaid portion of the Fee, shall survive any termination or expiration of the Term of the Contract for Town Management Services.

#### **XI. LEGAL ENTITY FOR CONTRACTING**

In the event an individual is awarded the Contract for Town Management Services, he or she must form a legal business entity registered to do business in the State of Florida in order to enter into a Contract for Town Management Services. The Town Council will enter into the Contract for Town Management Services only with that entity.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS AN INDIVIDUAL**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal form this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Town/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_, by \_\_\_\_\_ (Name), who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Counciled)

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A  
FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Printed Name of Firm/consultant

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Town/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011  
by \_\_\_\_\_ (Name), who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Counciled)

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A PARTNERSHIP**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Printed Name of Partnership

By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Town/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Name of Company) who is personally known to me or who has  
produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Counciled)

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

\_\_\_\_\_  
Address of Corporation

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Town/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company Name) on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Counciled)

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm/consultant, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm/consultant, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ (Name), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Counciled)

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**TOWN OF LOXAHATCHEE GROVES**  
**Bank Reconciliation**  
**As of 05/31/11**  
**RIVERSIDE BANK-OPERATING**  
**Account 001-101-000**

<b>Ending Balance Per Bank</b>	20,765.83	G/L
<b>Deposits In Transit</b>		
<b>Outstanding Checks</b>	0.00	
<hr/>		
<b>Balance Per Bank</b>	<b>20,765.83</b>	
<hr/>		
<b>Beginning Book Balance</b>	20,771.30	
<b>Deposits</b>		
Cash Receipts	0.00	TRNSFR
TRANSFER FROM MM 1999	0.00	TRNSFR
O/S DEPOSITS		
Interest Earned	3.53	001-361-100
<b>Total Deposits</b>	<b>3.53</b>	
<hr/>		
<b>Disbursements</b>		
Checks	0.00	
Deposit Correction		
Acct Analysis Fee	9.00	001-361-100
Return Item fee	-	
Check Order	-	
TRANSFER TO MM 1999	-	001-101-200
TRANSFER TO WAC 0124	-	001-101-100
To State Admin Acct	-	
<b>Total Disbursements</b>	<b>9.00</b>	
<hr/>		
<b>Balance Per Books</b>	<b>20,765.83</b>	
<hr/>		
<b>Difference</b>	<b>0.00</b>	
<hr/>		

**TOWN OF LOXAHATCHEE GROVES**  
**Bank Statement Worksheet**  
**As of 05/31/11**  
**RIVERSIDE BANK-OPERATING**  
**Account 001-101-000**

	APRIL
BEG BAL	20,771.30
DEPOSITS	
INTEREST PAID	3.53
DEBITS	
SERVICE CHARGE	9.00
END BAL	20,765.83
CREDITS	
Interest Earned	3.53
TRANSFER FROM MM 1999	0.00
	3.53
DEBITS:	
Acct Analysis Fee	9.00
Return Item fee	
TRANSFER TO MM 1999	
TRANSFER TO WAC 0124	0.00
Deposit Correction	
ARGON GAS DCA	9.00
CHECKS	-9.00
CASH RECIEPTS	-3.53
TRANSFER TO MM 1999	
	0.00
TRANSFER FROM MM 1999	
	0.00
TRANSFER TO WAC 0124	
	0.00

**TOWN OF LOXAHATCHEE GROVES**  
**Bank Reconciliation**  
**As of 05/31/2011**  
**WACHOVIA BANK OPERATING ACCOUNT**  
**Account 001-101-100**

<b>Ending Balance Per Bank</b>	2,622,277.87	G/L
<b>Deposits in Transit</b>		
<b>Outstanding Checks</b>	35,432.24	
<hr/>		
<b>Balance Per Bank</b>	<b>2,586,845.63</b>	
<hr/>		
<b>Beginning Book Balance</b>	2,596,390.45	
<b>Deposits</b>		
Cash Receipts	120,778.88	TRNSFR
TRANSFERS FR RB	-	TRNSFR
Returned Checks	-	
correct deposit		
O/S DEPOSITS		TRNSFR
Interest Earned	400.97	001-361-100
<b>Total Deposits</b>	<b>121,179.85</b>	
<hr/>		
<b>Disbursements</b>		
Checks	130,724.67	
HELD CHECKS	-	001-202-100
Acct Analysis Fee	-	001-361-100
Return Item fee	-	
Check Order	-	001-361-100
Return Item	-	
VOID CK 1150	-	101-541-341
Deposit Correction	-	
<b>Total Disbursements</b>	<b>130,724.67</b>	
<hr/>		
<b>Balance Per Books</b>	<b>2,586,845.63</b>	
<hr/>		
<b>Difference</b>	-	
<hr/>		

**TOWN OF LOXAHATCHEE GROVES**  
**Bank Statement Worksheet**  
**As of 05/31/2011**  
**ACHOVIA BANK OPERATING ACCOUNT**  
**Account 001-101-100**

	MAY
BEG BAL	2,598,889.86
DEPOSITS	121,179.85
DEBITS	97,791.84
OTHER WITHDRAWS	
END BAL	2,622,277.87

<b>CREDITS</b>	
TRANSFERS FR RB	0.00
Interest Earned	400.97
Returned Checks	
incorrect deposit 1101	400.97

**DEBITS:**

---

Acct Analysis Fee	
Return Item fee	
Check Order	
Return Item	
Deposit Correction	
	0.00

<b>CHECKS</b>	97,791.84
Cash Receipts	120,778.88

<b>TRANSFERS FR RB</b>	
	0.00

**Beginning Book Balance**

001-101-100	2,171,033.42
101-101-100	425,357.03
405-101-100	0.00
<b>TOTAL</b>	<b>2,596,390.45</b>

**Balance Per Books**

---

001-101-100	1,886,138.88
101-101-100	550,384.97
405-101-100	150,321.78
<b>TOTAL</b>	<b>2,586,845.63</b>

**TOWN OF LOXAHATCHEE GROVES**  
**Cash Receipts**  
**As of 05/31/2011**  
**WACHOVIA BANK OPERATING ACCOUNT**  
**Account 101-0100**

501	5/2/2011	P B COUNTY	001-313-300	343.54	343.54	343.54	-
502	5/18/2011	SKYLINE LIEN SEARCH INC	001-341-000	10.00			
502	5/18/2011	CLEAR CHOICE TAX & LIEN	001-341-000	20.00			
502	5/18/2011	SKYLINE LIEN SEARCH INC	001-341-000	20.00			
502	5/18/2011	ONE-STEP LIEN SEARCH INC	001-341-000	20.00			
502	5/18/2011	ONE-STEP LIEN SEARCH INC	001-341-000	20.00	90.00	90.00	-
503	5/31/2011	SHARON R BOCK	001-341-000	15.12			
503	5/31/2011	OFFICE DEPOT	001-512-510	33.68			
503	5/31/2011	STATEWIDE LIEN SEARCH	001-341-000	10.00			
503	5/31/2011	STATEWIDE LIEN SEARCH	001-341-000	10.00			
503	5/31/2011	FERRELLGAS, LP	001-341-000	24.14			
503	5/31/2011	PBCOUNTY WATER	001-313-300	423.91	516.85	516.85	-
504	5/31/2011	WILLIE H DAY	001-223-103	5,000.00	5,000.00	5,000.00	-
505	5/11/2011	PBC TAX COLLECTOR	001-341-000	9.49	9.49	9.49	-
506	5/11/2011	PBC TAX COLLECTOR	001-338-001	52.00	52.00	52.00	-
507	5/13/2011	FLORIDA POWER & LIGHT	001-314-100	13,850.55	13,850.55	13,850.55	-
508	5/18/2011	PBC TAX COLLECTOR	001-311-100	5,610.44			
508	5/18/2011	PBC TAX COLLECTOR	405-363-110	10,708.54			
508	5/18/2011	PBC TAX COLLECTOR	405-534-346	(107.10)			
508	5/18/2011	PBC TAX COLLECTOR	405-363-111	1.51	16,213.39	16,213.39	-
509	5/19/2011	STATE OF FLORIDA	001-335-120	5,863.75	5,863.75	5,863.75	-
510	5/23/2011	STATE OF FLORIDA	001-314-510	13,144.02	13,144.02	13,144.02	-
511	5/23/2011	STATE OF FLORIDA	001-335-180	19,675.77	19,675.77	19,675.77	-
512	5/24/2011	STATE OF FLORIDA	101-312-420	10,708.44	10,708.44	10,708.44	-
513	5/24/2011	STATE OF FLORIDA	101-312-410	22,984.39	22,984.39	22,984.39	-
514	5/27/2011	FLORIDA POWER & LIGHT	001-313-100	12,326.69	12,326.69	12,326.69	-
				120,778.88	120,778.88	120,778.88	-
						120,778.88	-

**TOWN OF LOXAHATCHEE GROVES**  
**Account 001-101-100**  
**As of 05/31/2011**  
**WACHOVIA BANK OPERATING ACCOUNT**  
**Outstanding Check Register**

1232	6/28/2010	CINDY CORUM	001-512-510	9.41
1403	1/24/2011	AMERICAN LEGION	001-511-550	300.00
1434	3/7/2011	PALM BEACH NEWSPAPERS	001-513-441	1,605.00
1509	5/16/2011	PALM BEACH NEWSPAPERS	001-513-420	840.00
1520	5/31/2011	A.D.T. SECURITY	001-512-410	151.92
1521	5/31/2011	CARD EXPRESSIONS	001-512-510	46.00
1522	5/31/2011	LGWCD	101-541-630	8,051.43
1523	5/31/2011	OFFICE DEPOT	001-512-510	59.99
1524	5/31/2011	PALM BEACH COUNTY	001-512-540	50.00
1525	5/31/2011	PALM BEACH NEWSPAPERS	001-513-420	210.00
1526	5/31/2011	THE TOWN-CRIER	001-513-420	252.00
1527	5/31/2011	FRANK R SPENCE INC	001-512-590	127.73
1528	5/31/2011	TEW AND TAYLOR INC	001-515-345	3,577.50
1529	5/31/2011	WBI CONTRACTING OF PALM	101-541-632	19,983.56
1530	5/31/2011	QUILL.COM	001-512-510	267.70

35,432.24

TOWN OF LOXAHATCHEE GROVES  
 Check Match  
 As of 05/31/2011  
 WACHOVIA BANK OPERATING ACCOUNT  
 Account 001-101-100

1232	6/28/2010	CINDY CORUM	001-512-510	9.41		9.41
1403	1/24/2011	AMERICAN LEGION	001-511-550	300.00		300.00
1434	3/7/2011	PALM BEACH NEWSPAPERS	001-513-441	1,505.00		1,505.00
1456	3/23/2011	HERTHA SCHMIDT HORNER	001-513-441	185.00	185.00	-
1483	4/18/2011	PBC FR VOLUNTEER ASSOC	001-511-550	500.00	500.00	-
1490	5/2/2011	CARD EXPRESSIONS	001-511-540	29.00	29.00	-
1491	5/2/2011	CRYSTAL SPRINGS	001-519-440	18.84	18.84	-
1492	5/2/2011	PALM BEACH NEWSPAPERS	101-541-634	840.00	840.00	-
1493	5/2/2011	TGI OFFICE AUTOMATION	001-513-470	16.69	16.69	-
1494	5/2/2011	THE TOWN-CRIER	101-541-634	252.00	252.00	-
1495	5/2/2011	FRANK R SPENCE INC	001-511-540	125.00	125.00	-
1496	5/2/2011	TEW AND TAYLOR INC	001-515-345	2,790.00	2,790.00	-
1497	5/2/2011	WESTSIDE REPROGRAPHICS	001-513-470	22.90	22.90	-
1498	5/16/2011	AT&T	001-512-410	336.99	336.99	-
1499	5/16/2011	AT&T U-VERSE	001-512-410	90.00	90.00	-
1500	5/16/2011	CALVIN, GIORDANO & ASSOC	001-223-104	797.50	797.50	-
1501	5/16/2011	CRYSTAL SPRINGS	001-519-440	37.81	37.81	-
1502	5/16/2011	FIRST NATIONAL BANK OMAH	001-512-510	346.82	346.82	-
1503	5/16/2011	FRANK SCHIOLA	405-534-341	775.00	775.00	-
1504	5/16/2011	GOREN CHEROF, DOODY, EZR	001-514-310	3,887.50	3,887.50	-
1505	5/16/2011	LAND RESEARCH MANAGEMENT	001-515-343	2,371.25	2,371.25	-
1506	5/16/2011	LGWCD	001-519-440	247.50	247.50	-
1507	5/16/2011	OFFICE DEPOT	001-512-510	101.22	101.22	-
1508	5/16/2011	PALM BEACH COUNTY	001-512-540	200.00	200.00	-
1509	5/16/2011	PALM BEACH NEWSPAPERS	001-513-420	840.00		840.00
1510	5/16/2011	PBSO	001-521-310	22,898.75	22,898.75	-
1511	5/16/2011	TGI OFFICE AUTOMATION	001-513-470	16.65	16.65	-
1512	5/16/2011	WASTE PRO	405-534-434	36,585.38	36,585.38	-
1513	5/16/2011	YEEES CORPORATION	001-519-440	801.87	801.87	-
1514	5/16/2011	FRANK R SPENCE INC	001-512-340	16,666.67	16,666.67	-
1515	5/16/2011	A&B ENGINEERING INC	101-541-632	170.00	170.00	-
1516	5/16/2011	TEW AND TAYLOR INC	001-515-345	3,172.50	3,172.50	-
1517	5/16/2011	C.E.R.T.S.	001-512-590	380.00	380.00	-
1518	5/16/2011	MUNICIPAL CODE CORP	001-513-470	3,110.00	3,110.00	-
1519	5/16/2011	ANNE M GANNON	001-512-420	19.00	19.00	-
1520	5/31/2011	A.D.T. SECURITY	001-512-410	151.92		151.92
1521	5/31/2011	CARD EXPRESSIONS	001-512-510	46.00		46.00
1522	5/31/2011	LGWCD	101-541-630	8,051.43		8,051.43
1523	5/31/2011	OFFICE DEPOT	001-512-510	59.99		59.99
1524	5/31/2011	PALM BEACH COUNTY	001-512-540	50.00		50.00
1525	5/31/2011	PALM BEACH NEWSPAPERS	001-513-420	210.00		210.00
1526	5/31/2011	THE TOWN-CRIER	001-513-420	252.00		252.00
1527	5/31/2011	FRANK R SPENCE INC	001-512-590	127.73		127.73
1528	5/31/2011	TEW AND TAYLOR INC	001-515-345	3,577.50		3,577.50
1529	5/31/2011	WBI CONTRACTING OF PALM	101-541-632	19,983.56		19,983.56
1530	5/31/2011	QUILL.COM	001-512-510	267.70		267.70

			130,724.67	97,791.84	35,432.24
			130,724.67	(97,791.84)	-

35,432.24  
 35,432.24

## BALANCE SHEET

MAY 31, 2011

## Assets

## Current Assets

RIVERSIDE BANK-0419	20,765.83	
WACHOVIA BANK-GENERAL FUND	1,886,138.88	
ACCOUNTS RECIEVABLE	95,012.24	
TOTAL Current Assets		2,001,916.95

## Fixed Assets

PREPAID ITEMS	28,436.75	
TOTAL Fixed Assets		28,436.75

## ROAD FUND CURRENT ASSETS

WACHOVIA BANK-ROAD FUND	550,384.97	
ACCOUNTS RECEIVABLES-ROAD FUND	29,304.52	
TOTAL ROAD FUND CURRENT ASSETS		579,689.49

## SANITATION FUND CURRENT ASSETS

WACHOVIA BANK-SANITATION FUND	150,321.78	
TOTAL SANITATION FUND CURRENT ASSETS		150,321.78

## TOTAL Assets

2,760,364.97

## Liabilities AND Equity

## Current Liabilities

DEPOSIT ON BUILDING PERMITS	299.28	
CR-LAND DESIGN SOUTH-SIMON LGC	5,907.56	
CR-LOX EQ PTRS SOLAR SPT ODELL	(12,808.95)	
CR-KILDAY ASSOCIATES-DAY	4,497.97	
CR-COMMUNITY OF HOPE	1,265.78	
CR-7th DAY ADVENTIST CHURCH	250.00	
TOTAL Current Liabilities		(588.36)

## TOTAL Liabilities

(588.36)

## Fund Balance

PPA, FUND BALANCE	2,000.00	
FIVE CENT FUND BALANCE	78,958.00	
SIX CENT FUND BALANCE	59,818.37	

## Liabilities AND Equity (Continued)

## Fund Balance (Continued)

FUND BALANCE, UNRESERVED	846,148.46	
CURRENT YEARS FUND BALANCE	686,629.77	
Retained Earnings-Current Year	638,033.74	
	<hr/>	
TOTAL Fund Balance		2,311,588.34
ROAD FUND FUND BALANCE		
FIVE CENT FUND BALANCE	193,062.05	
SIX CENT FUND BALANCE	256,302.94	
	<hr/>	
TOTAL ROAD FUND FUND BALANCE		449,364.99
		<hr/>
TOTAL Liabilities AND Equity		<u>2,760,364.97</u>

TRIAL BALANCE FOR PERIOD ENDING 05/31/11

ACCOUNT NUMBER	DESCRIPTION	DEBIT	CREDIT
<b>Current Assets</b>			
001-101-000	RIVERSIDE BANK-0419	20,765.83	
001-101-100	WACHOVIA BANK-GENERAL FUND	1,886,138.88	
001-115-000	ACCOUNTS RECIEVABLE	95,012.24	
	<b>Current Assets:</b>	<b>2,001,916.95</b>	
<b>Fixed Assets</b>			
001-155-000	PREPAID ITEMS	28,436.75	
<b>Current Liabilites</b>			
001-220-000	DEPOSIT ON BUILDING PERMITS		299.28
001-223-101	CR-LAND DESIGN SOUTH-SIMON LGC		5,907.56
001-223-102	CR-LOX EQ PTRS SOLAR SPT ODELL	12,808.95	
001-223-103	CR-KILDAY ASSOCIATES-DAY		4,497.97
001-223-104	CR-COMMUNITY OF HOPE		1,265.78
001-223-108	CR-7th DAY ADVENTIST CHURCH		250.00
	<b>Current Liabilites:</b>	<b>12,808.95</b>	<b>12,220.59</b>
<b>Fund Balance</b>			
001-251-000	PPA, FUND BALANCE		2,000.00
001-270-005	FIVE CENT FUND BALANCE		78,958.00
001-270-006	SIX CENT FUND BALANCE		59,818.37
001-271-000	FUND BALANCE, UNRESERVED		846,148.46
001-272-000	CURRENT YEARS FUND BALANCE		686,629.77
	<b>Fund Balance:</b>		<b>1,673,554.60</b>
<b>Revenue</b>			
001-311-100	AD VALOREM TAXES		241,852.93
001-313-100	FPL FRANCHISE FEE		129,709.15
001-313-300	PBC WATER UTILITY FRANCHISE FE		9,066.33
001-314-100	ELECTRIC UTILITY TAX		128,679.51
001-314-510	COMMUNICATION SERVICES TAX		95,684.28
001-335-120	STATE REVENUE SHARING		46,910.00
001-335-180	HALF CENT SALES TAX		140,500.58
001-338-001	COUNTY OCCUPATIONAL LICENSES		5,156.09
001-341-000	GENERAL GOVERMENT CHARGES		1,488.47
001-361-100	INTEREST		2,904.35
001-369-000	OTHER MISC INCOME		5,062.90
001-385-100	TRANSFER FROM SANITATION FUND		8,000.00
	<b>Revenue:</b>		<b>815,014.59</b>
<b>Department</b>			
001-511-400	TRAVEL AND PER DIEM	211.00	
001-511-402	EDUCATION AND TRAINING	270.00	

TRIAL BALANCE FOR PERIOD ENDING 05/31/11

ACCOUNT NUMBER	DESCRIPTION	DEBIT	CREDIT
<b>Department</b>			
001-511-520	OPERATING SUPPLIES	54.95	
001-511-540	BOOKS,PUBLICATIONS AND DUES	2,489.00	
001-511-550	SPECIAL EVENTS	1,713.00	
001-511-590	OTHER OPERATING EXPENSES		124.89
001-512-340	CONTRACTUAL-ADMINISTRATION	133,333.36	
001-512-400	TRAVEL	459.80	
001-512-410	COMMUNICATIONS AND FREIGHT	3,488.35	
001-512-420	POSTAGE	832.82	
001-512-510	OFFICE SUPPLIES	1,532.88	
001-512-521	LOXAHATCHEE GROVES C.E.R.T. EX	2,773.00	
001-512-540	DUES, SUBSCRIPTIONS & MEETINGS	157.50	
001-512-590	OTHER OPERATING EXPENSES	2,910.38	
001-513-320	ACCOUNTING AND AUDITING	12,000.00	
001-513-420	LEGAL ADVERTISING	4,857.50	
001-513-441	ELECTION EXPENSE	6,350.63	
001-513-470	PRINTING AND BINDING	3,323.99	
001-514-310	PROFESSIONAL SERVICES	32,793.47	
001-514-312	LEGAL-COMP PLAN	12,681.59	
001-515-340	OTHER CONTRACTUAL	2,962.25	
001-515-343	PLANNING & ZONING CONTRACT	4,644.15	
001-515-345	CODE ENFORCEMENT OFFICER	29,979.43	
001-515-347	COMPREHENSIVE PLAN	2,977.61	
001-519-410	WEB SITE MAINTENANCE CONTRACT	225.00	
001-519-440	RENTALS AND LEASES	7,309.82	
001-519-470	PRINTING AND BINDING	3,722.60	
001-519-480	PROMOTIONAL ACTIVITIES	354.00	
001-519-620	BUILDINGS	153.94	
001-521-310	PROFESSIONAL SERVICE	183,190.00	
	Department:	457,752.02	124.89
<b>ROAD FUND CURRENT ASSETS</b>			
101-101-100	WACHOVIA BANK-ROAD FUND	550,384.97	
101-115-000	ACCOUNTS RECEIVABLES-ROAD FUND	29,304.52	
	ROAD FUND CURRENT ASSETS:	579,689.49	
<b>ROAD FUND FUND BALANCE</b>			
101-270-005	FIVE CENT FUND BALANCE		193,062.05
101-270-006	SIX CENT FUND BALANCE		256,302.94
	ROAD FUND FUND BALANCE:		449,364.99
<b>ROAD FUND</b>			
101-312-410	FIRST LOCAL FUEL TAX (6 CENT)		161,479.08
101-312-420	SECOND LOCAL OPTION FUEL (5 CE		76,396.90

TRIAL BALANCE FOR PERIOD ENDING 05/31/11

ACCOUNT NUMBER	DESCRIPTION	DEBIT	CREDIT
	ROAD FUND:		237,875.98
ROAD FUND			
101-541-630	ROAD AND STREETS (6 CENT)	77,018.90	
101-541-631	ROAD AND STREETS (5 CENT)	9,287.02	
101-541-633	22nd ROAD DITCH (6)	20,769.56	
101-541-634	148th TERR BRIDGE(5)/CULVERT	476.00	
	ROAD FUND:	107,551.48	
SANITATION FUND CURRENT ASSETS			
405-101-100	WACHOVIA BANK-SANITATION FUND	150,321.78	
SANITATION FUND			
405-363-110	SOLID WASTE ASSESSMENTS		440,299.76
405-363-111	DISCOUNT FEES	15,284.70	
	SANITATION FUND:	15,284.70	440,299.76
SANITATION FUND			
405-534-341	CONTRACTUAL-WASTE OVERSIGHT	5,650.00	
405-534-346	PBC ADMINISTRATION FEE 1%	3,745.62	
405-534-434	SOLID WASTE CONTRACTOR	257,297.66	
405-534-595	MANAGEMENT FEES	8,000.00	
	SANITATION FUND:	274,693.28	
	REPORT TOTAL:	3,628,455.40	3,628,455.40

GENERAL LEDGER DETAIL REPORT

DETAIL POSTINGS FOR PERIODS 01 THRU 08 ENDING 05/31/11

ACCOUNT NO./ PER DATE	JOURNAL	POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
001-101-000	RIVERSIDE BANK-0419			20,800.17				20,800.17
01 10/31/10	JE-J1001		CASH RECEIPTS-000		4.45			20,804.62
02 11/30/10	JE-J1101		CASH RECEIPTS-000		5.13			20,809.75
02 11/30/10	JE-J1102		CASH RECEIPTS-000			17.15		20,792.60
03 12/31/10	JE-J1201		CASH RECEIPTS-000		5.30			20,797.90
03 12/31/10	JE-J1202		CASH DISBURSEMENTS-000			9.00		20,788.90
04 01/31/11	JE-J0101		CASH RECEIPTS-000		5.30			20,794.20
04 01/31/11	JE-J0102		CASH DISBURSEMENTS-000			9.00		20,785.20
05 02/28/11	JE-J0201		CASH RECEIPTS-000		4.78			20,789.98
05 02/28/11	JE-J0202		CASH DISBURSEMENTS-000			9.00		20,780.98
06 03/31/11	JE-J0301		CASH RECEIPTS-000		4.90			20,785.88
06 03/31/11	JE-J0302		CASH DISBURSEMENTS-000			9.00		20,776.88
07 04/30/11	JE-J0401		TD BANK-INTEREST		3.42			20,780.30
07 04/30/11	JE-J0402		TD BANK SVC CHARGE			9.00		20,771.30
08 05/31/11	JE-J0501		CASH RECEIPTS-000		3.53			20,774.83
08 05/31/11	JE-J0502		CASH DISBURSEMENTS-000			9.00		20,765.83
				20,800.17	36.81	71.15	34.34CR	20,765.83
001-101-100	WACHOVIA BANK-GENERAL FUND			1,557,027.41				1,557,027.41
01 10/31/10	CD-J1001		CASH DISBURSEMENTS			46,862.99		1,510,164.42
01 10/31/10	CR-J1001		CASH RECIEPTS		114,788.35			1,624,952.77
01 10/31/10	JE-J1002		CASH RECEIPTS-100		319.87			1,625,272.64
01 10/31/10	JE-J1003		CASH DISBURSEMENTS-100			14,158.57		1,611,114.07
02 11/30/10	CD-J1101		CASH DISBURSEMENTS			150,378.06		1,460,736.01
02 11/30/10	CR-J1101		CASH RECIEPTS		173,248.65			1,633,984.66
02 11/30/10	JE-J1103		CASH RECEIPTS-100		326.79			1,634,311.45
03 12/31/10	CD-J1201		CASH DISBURSEMENTS			89,849.95		1,544,461.50
03 12/31/10	CR-J1201		CASH RECIEPTS		543,522.87			2,087,984.37
03 12/31/10	JE-J1203		CASH RECEIPTS-100		321.62			2,088,305.99
04 01/31/11	CD-J0101		CASH DISBURSEMENTS			103,536.79		1,984,769.20
04 01/31/11	CR-J0101		CASH RECIEPTS		140,352.05			2,125,121.25
04 01/31/11	JE-J0103		CASH RECEIPTS-100		361.21			2,125,482.46
05 02/28/11	CD-J0201		CASH DISBURSEMENTS			106,410.89		2,019,071.57
05 02/28/11	CR-J0201		CASH RECIEPTS		126,996.53			2,146,068.10
05 02/28/11	JE-J0203		CASH RECEIPTS-100		412.69			2,146,480.79
06 03/31/11	CD-J0301		CASH DISBURSEMENTS			74,076.16		2,072,404.63
06 03/31/11	CR-J0301		CASH RECIEPTS		112,034.01			2,184,438.64
06 03/31/11	JE-J0303		CASH RECEIPTS-100		375.32			2,184,813.96
07 04/30/11	CD-J0301		CASH DISBURSEMENTS			173,002.91		2,011,811.05
07 04/30/11	CR-J0401		CASH RECIEPTS		158,802.15			2,170,613.20
07 04/30/11	JE-J0403		WACHOVIA-INTEREST		420.22			2,171,033.42
08 05/31/11	CD-J0501		CASH DISBURSEMENTS			130,724.67		2,040,308.75
08 05/31/11	CR-J0501		CASH RECIEPTS		120,778.88			2,161,087.63
08 05/31/11	JE-J0503		CASH RECEIPTS-100		400.97			2,161,488.60
08 05/31/11	JE-J0506		RECLASS ROAD FUND CASH			125,027.94		2,036,460.66
08 05/31/11	JE-J0507		RECLASS CASH SANITATION FUND			158,321.78		1,878,138.88
08 05/31/11	JE-J0512		CORRECT CASH SANITATION FUND		8,000.00			1,886,138.88
				1,557,027.41	1,501,462.18	1,172,350.71	329,111.47	1,886,138.88
001-115-000	ACCOUNTS RECIEVABLE			95,012.24	.00	.00	.00	95,012.24
				95,012.24	.00	.00	.00	95,012.24
001-155-000	PREPAID ITEMS			28,436.75	.00	.00	.00	28,436.75
				28,436.75	.00	.00	.00	28,436.75

GENERAL LEDGER DETAIL REPORT

DETAIL POSTINGS FOR PERIODS 01 THRU 08 ENDING 05/31/11

ACCOUNT NO./ PER DATE	JOURNAL	POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
001-202-100	ACCOUNTS PAYABLE			24,804.92CR				24,804.92CR
01 10/31/10	JE-J1003		CASH DISBURSEMENTS-100		14,158.57			10,646.35CR
08 05/31/11	JE-J0505		ACCOUNTS PAYABLE MELLGREN PLAN		10,646.35			.00
				24,804.92CR	24,804.92	.00	24,804.92	.00
001-220-000	DEPOSIT ON BUILDING PERMITS			299.28CR	.00	.00	.00	299.28CR
				299.28CR	.00	.00	.00	299.28CR
001-223-101	CR-LAND DESIGN SOUTH-SIMON LGC			1,904.72				1,904.72
03 12/31/10	CD-J1201	1377 122110	LAND RESEARCH MANAGEMENT		1,234.37			3,139.09
04 01/31/11	CD-J0101	1385 011011	GOREN, CHEROF, DOODY, EZ		425.50			3,564.59
04 01/31/11	CD-J0101	1396 012411	LAND RESEARCH MANAGEMENT		4,467.52			8,032.11
05 02/28/11	CD-J0201	1408 020711	GOREN, CHEROF, DOODY, EZ		888.00			8,920.11
05 02/28/11	CD-J0201	1411 020711	PALM BEACH NEWSPAPERS		1,843.33			10,763.44
06 03/31/11	CD-J0301	1430 030711	GOREN, CHEROF, DOODY, EZ		518.00			11,281.44
06 03/31/11	CD-J0301	1431 030711	LAND RESEARCH MANAGEMENT		2,171.88			13,453.32
07 04/30/11	CD-J0301	1473 041811	GOREN, CHEROF, DOODY, EZ		203.50			13,656.82
07 04/30/11	CR-J0401	404 042011	ATLANTIC LAND INVESTMENT			20,000.00		6,343.18CR
08 05/31/11	CD-J0501	1505 051611	LAND RESEARCH MANAGEMENT		435.62			5,907.56CR
				1,904.72	12,187.72	20,000.00	7,812.28CR	5,907.56CR
001-223-102	CR-LOX EQ PTRS SOLAR SPT ODELL			626.51				626.51
03 12/31/10	CD-J1201	1377 122110	LAND RESEARCH MANAGEMENT		1,234.38			1,860.89
04 01/31/11	CD-J0101	1385 011011	GOREN, CHEROF, DOODY, EZ		425.50			2,286.39
04 01/31/11	CD-J0101	1396 012411	LAND RESEARCH MANAGEMENT		4,425.23			6,711.62
05 02/28/11	CD-J0201	1408 020711	GOREN, CHEROF, DOODY, EZ		925.00			7,636.62
05 02/28/11	CD-J0201	1411 020711	PALM BEACH NEWSPAPERS		1,843.33			9,479.95
06 03/31/11	CD-J0301	1430 030711	GOREN, CHEROF, DOODY, EZ		518.00			9,997.95
06 03/31/11	CD-J0301	1431 030711	LAND RESEARCH MANAGEMENT		2,171.87			12,169.82
07 04/30/11	CD-J0301	1473 041811	GOREN, CHEROF, DOODY, EZ		203.50			12,373.32
08 05/31/11	CD-J0501	1505 051611	LAND RESEARCH MANAGEMENT		435.63			12,808.95
				626.51	12,182.44	.00	12,182.44	12,808.95
001-223-103	CR-KILDAY ASSOCIATES-DAY			502.03				502.03
08 05/31/11	CR-J0501	504 053111	WILLIE H DAY			5,000.00		4,497.97CR
				502.03	.00	5,000.00	5,000.00CR	4,497.97CR
001-223-104	CR-COMMUNITY OF HOPE			5,651.03CR				5,651.03CR
02 11/30/10	CD-J1101	1341 111510	CALVIN, GIORDANO & ASSOC		1,192.50			4,458.53CR
03 12/31/10	CD-J1201	1365 121310	CALVIN, GIORDANO & ASSOC		482.50			3,976.03CR
04 01/31/11	CD-J0101	1394 012411	CALVIN, GIORDANO & ASSOC		375.00			3,601.03CR
05 02/28/11	CD-J0201	1406 020711	CALVIN, GIORDANO & ASSOC		62.50			3,538.53CR
06 03/31/11	CD-J0301	1439 032111	CALVIN, GIORDANO & ASSOC		824.00			2,714.53CR
07 04/30/11	CD-J0301	1470 041811	CALVIN, GIORDANO & ASSOC		651.25			2,063.28CR
08 05/31/11	CD-J0501	1500 051611	CALVIN, GIORDANO & ASSOC		797.50			1,265.78CR
				5,651.03CR	4,385.25	.00	4,385.25	1,265.78CR

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ACCOUNT NO./ PER DATE	JOURNAL	POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
001-223-108	CR-7th DAY ADVENTIST CHURCH			.00				.00
02 11/30/10	CR-J1101	1102	112310 7TH DAY ADVENTIST			1,000.00		1,000.00CR
03 12/31/10	CD-J1201	1369	121310 LAND RESEARCH MANAGEMENT		750.00			250.00CR
03 12/31/10	CR-J1201	1202	121310 AMERICAN LIEN			10.00		260.00CR
03 12/31/10	CR-J1201	1202	121310 AMERICAN LIEN			10.00		270.00CR
03 12/31/10	JE-J1205		RECLASS 1202 AMERICAN LIEN		10.00			260.00CR
03 12/31/10	JE-J1205		RECLASS 1202 AMERICAN LIEN		10.00			250.00CR
				.00	770.00	1,020.00	250.00CR	250.00CR
001-251-000	PPA, FUND BALANCE			2,000.00CR	.00	.00	.00	2,000.00CR
				2,000.00CR	.00	.00	.00	2,000.00CR
001-270-005	FIVE CENT FUND BALANCE			78,958.00CR	.00	.00	.00	78,958.00CR
				78,958.00CR	.00	.00	.00	78,958.00CR
001-270-006	SIX CENT FUND BALANCE			59,818.37CR	.00	.00	.00	59,818.37CR
				59,818.37CR	.00	.00	.00	59,818.37CR
001-271-000	FUND BALANCE, UNRESERVED			846,148.46CR	.00	.00	.00	846,148.46CR
				846,148.46CR	.00	.00	.00	846,148.46CR
001-272-000	CURRENT YEARS FUND BALANCE			686,629.77CR	.00	.00	.00	686,629.77CR
				686,629.77CR	.00	.00	.00	686,629.77CR
001-311-100	AD VALOREM TAXES			.00				.00
01 10/31/10	CR-J1001	1004	100610 PBC TAX COLLECTOR			2,474.65		2,474.65CR
01 10/31/10	CR-J1001	1005	101310 PBC TAX COLLECTOR			25.21		2,499.86CR
02 11/30/10	CR-J1101	1105	111510 PBC TAX COLLECTOR			8,944.54		11,444.40CR
02 11/30/10	CR-J1101	1110	112410 PBC TAX COLLECTOR			13,973.10		25,417.50CR
03 12/31/10	CR-J1201	1206	121510 PBC TAX COLLECTOR			106,353.69		131,771.19CR
03 12/31/10	CR-J1201	1212	122910 PBC TAX COLLECTOR			54,195.92		185,967.11CR
04 01/31/11	CR-J0101	108	011911 PBC TAX COLLECTOR			17,469.79		203,436.90CR
05 02/28/11	CR-J0201	207	021611 PBC TAX COLLECTOR			10,026.60		213,463.50CR
06 03/31/11	CR-J0301	305	031611 PBC TAX COLLECTOR			6,161.32		219,624.82CR
07 04/30/11	CR-J0401	406	040411 PBC TAX COLLECTOR			12.78		219,637.60CR
07 04/30/11	CR-J0401	410	041811 PBC TAX COLLECTOR			16,604.89		236,242.49CR
08 05/31/11	CR-J0501	508	051811 PBC TAX COLLECTOR			5,610.44		241,852.93CR
				.00	.00	241,852.93	241,852.93CR	241,852.93CR
001-313-100	FPL FRANCHISE FEE			.00				.00
01 10/31/10	CR-J1001	1013	102910 FPL			21,458.99		21,458.99CR
02 11/30/10	CR-J1101	1112	113010 FPL			20,031.27		41,490.26CR
03 12/31/10	CR-J1201	1213	123010 FPL			17,398.07		58,888.33CR
04 01/31/11	CR-J0101	113	012811 FPL			14,484.40		73,372.73CR
05 02/28/11	CR-J0201	212	022811 FPL			14,344.87		87,717.60CR
06 03/31/11	CR-J0301	311	033011 FPL			16,968.43		104,686.03CR
07 04/30/11	CR-J0401	415	042811 FLORIDA POWER & LIGHT			12,696.43		117,382.46CR
08 05/31/11	CR-J0501	514	052711 FLORIDA POWER & LIGHT			12,326.69		129,709.15CR
				.00	.00	129,709.15	129,709.15CR	129,709.15CR

GENERAL LEDGER DETAIL REPORT

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ACCOUNT NO./ PER DATE	JOURNAL	POSTING REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
001-313-300		PBC WATER UTILITY FRANCHISE FE	.00				.00
02 11/30/10	CR-J1101	1101 110110 PALM BEACH COUNTY			6,249.83		6,249.83CR
03 12/31/10	CR-J1201	1203 123010 PALM BEACH COUNTY			328.04		6,577.87CR
03 12/31/10	CR-J1201	1203 123010 BD OF COUNTY COMMISSION			159.33		6,737.20CR
05 02/28/11	CR-J0201	203 021511 BOARD OF COUNTY COMM			909.09		7,646.29CR
06 03/31/11	CR-J0301	301 030811 PB CO			286.57		7,932.86CR
07 04/30/11	CR-J0401	401 040411 BOARD OF COUNTY COMM			366.02		8,298.88CR
08 05/31/11	CR-J0501	501 050211 P B COUNTY			343.54		8,642.42CR
08 05/31/11	CR-J0501	503 053111 PBCOUNTY WATER			423.91		9,066.33CR
			.00	.00	9,066.33	9,066.33CR	9,066.33CR
001-314-100		ELECTRIC UTILITY TAX	.00				.00
01 10/31/10	CR-J1001	1007 101510 FPL			20,169.01		20,169.01CR
02 11/30/10	CR-J1101	1104 111510 FPL			19,070.77		39,239.78CR
03 12/31/10	CR-J1201	1205 121510 FPL			16,537.20		55,776.98CR
04 01/31/11	CR-J0101	106 011411 FPL			14,283.10		70,060.08CR
05 02/28/11	CR-J0201	206 021511 STATE OF FLORIDA			17,968.66		88,028.74CR
06 03/31/11	CR-J0301	304 031511 FPL			12,308.58		100,337.32CR
07 04/30/11	CR-J0401	409 041511 FLORIDA POWER & LIGHT			14,491.64		114,828.96CR
08 05/31/11	CR-J0501	507 051311 FLORIDA POWER & LIGHT			13,850.55		128,679.51CR
			.00	.00	128,679.51	128,679.51CR	128,679.51CR
001-314-510		COMMUNICATION SERVICES TAX	.00				.00
01 10/31/10	CR-J1001	1009 102110 STATE OF FLORIDA			12,313.91		12,313.91CR
02 11/30/10	CR-J1101	1111 112610 STATE OF FLORIDA			11,751.82		24,065.73CR
03 12/31/10	CR-J1201	1210 122110 ST OF FL			11,897.92		35,963.65CR
04 01/31/11	CR-J0101	112 012411 STATE OF FLORIDA			11,866.04		47,829.69CR
05 02/28/11	CR-J0201	209 022211 STATE OF FLORIDA			11,108.52		58,938.21CR
06 03/31/11	CR-J0301	307 032111 STATE OF FL			11,664.64		70,602.85CR
07 04/30/11	CR-J0401	414 042511 STATE OF FL			11,937.41		82,540.26CR
08 05/31/11	CR-J0501	510 052311 STATE OF FLORIDA			13,144.02		95,684.28CR
			.00	.00	95,684.28	95,684.28CR	95,684.28CR
001-335-120		STATE REVENUE SHARING	.00				.00
01 10/31/10	CR-J1001	1008 101810 STATE OF FLORIDA			5,863.75		5,863.75CR
02 11/30/10	CR-J1101	1106 111910 STATE OF FLORIDA			5,863.75		11,727.50CR
03 12/31/10	CR-J1201	1207 122010 ST OF FL			5,863.75		17,591.25CR
04 01/31/11	CR-J0101	107 011811 STATE OF FLORIDA			5,863.75		23,455.00CR
05 02/28/11	CR-J0201	205 021511 STATE OF FLORIDA			5,863.75		29,318.75CR
06 03/31/11	CR-J0301	306 031811 STATE OF FL			5,863.75		35,182.50CR
07 04/30/11	CR-J0401	408 041411 STATE OF FL			5,863.75		41,046.25CR
08 05/31/11	CR-J0501	509 051911 STATE OF FLORIDA			5,863.75		46,910.00CR

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DETAIL POSTINGS FOR PERIODS 01 THRU 08 ENDING 05/31/11

ACCOUNT NO/ PBR DATE	JOURNAL POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
001-335-120	STATE REVENUE SHARING		(Continued)				
			.00	.00	46,910.00	46,910.00CR	46,910.00CR
001-335-180	HALF CENT SALES TAX		.00				.00
01 10/31/10	CR-J1001	1010 102110 STATE OF FLORIDA			15,409.06		15,409.06CR
02 11/30/10	CR-J1101	1107 111910 STATE OF FLORIDA			16,112.12		31,521.18CR
03 12/31/10	CR-J1201	1211 122110 ST OF FL			16,047.56		47,568.74CR
04 01/31/11	CR-J0101	110 012111 STATE OF FLORIDA			17,367.67		64,936.41CR
05 02/28/11	CR-J0201	208 021811 STATE OF FLORIDA			20,386.53		85,322.94CR
06 03/31/11	CR-J0301	308 032211 STATE OF FL			17,516.73		102,839.67CR
07 04/30/11	CR-J0401	412 042111 STATE OF FL			17,985.14		120,824.81CR
08 05/31/11	CR-J0501	511 052311 STATE OF FLORIDA			19,675.77		140,500.58CR
			.00	.00	140,500.58	140,500.58CR	140,500.58CR
001-338-001	COUNTY OCCUPATIONAL LICENSES		.00				.00
01 10/31/10	CR-J1001	1006 101310 PBC TAX COLLECTOR			3,948.36		3,948.36CR
02 11/30/10	CR-J1101	1103 111510 PBC TAX COLLECTOR			515.43		4,463.79CR
03 12/31/10	CR-J1201	1204 121510 PBC TAX COLLECTOR			148.38		4,612.17CR
04 01/31/11	CR-J0101	104 011211 PBC TAX COLLECTOR			71.82		4,683.99CR
04 01/31/11	CR-J0101	105 011211 PBC TAX COLLECTOR			138.08		4,822.07CR
05 02/28/11	CR-J0201	204 020911 PBC TAX COLLECTOR			125.52		4,947.59CR
06 03/31/11	CR-J0301	303 030911 PBC TAX COLLECTOR			81.72		5,029.31CR
07 04/30/11	CR-J0401	407 040711 PBC TAX COLLECTOR			74.78		5,104.09CR
08 05/31/11	CR-J0501	506 051111 PBC TAX COLLECTOR			52.00		5,156.09CR
			.00	.00	5,156.09	5,156.09CR	5,156.09CR
001-341-000	GENERAL GOVERNMENT CHARGES		.00				.00
01 10/31/10	CR-J1001	1001 100610 ONE-STEP LIEN SEARCH INC			10.00		10.00CR
01 10/31/10	CR-J1001	1002 102110 CLEAR CHOICE			10.00		20.00CR
01 10/31/10	CR-J1001	1002 102110 AM LIEN			10.00		30.00CR
01 10/31/10	CR-J1001	1002 102110 1ST PRIORITY			10.00		40.00CR
01 10/31/10	CR-J1001	1002 102110 PERMIT PLUS			10.00		50.00CR
02 11/30/10	CR-J1101	1101 110310 AMERICAN LIEN			10.00		60.00CR
02 11/30/10	CR-J1101	1102 112310 AMERICAN LIEN			10.00		70.00CR
02 11/30/10	CR-J1101	1102 112310 SHARON BOCK			47.13		117.13CR
03 12/31/10	JE-J1205	RECLASS 1202 AMERICAN LIEN			10.00		127.13CR
03 12/31/10	JE-J1205	RECLASS 1202 AMERICAN LIEN			10.00		137.13CR
03 12/31/10	JE-J1206	RECLASS 1203 LIEN SEARCH			10.00		147.13CR
03 12/31/10	JE-J1206	RECLASS 1203 LIEN SEARCH			10.00		157.13CR
03 12/31/10	JE-J1206	RECLASS 1203 LIEN SEARCH			10.00		167.13CR
03 12/31/10	JE-J1206	RECLASS 1203 LIEN SEARCH			10.00		177.13CR
04 01/31/11	CR-J0101	101 011011 BUYER'S TITLE INC			20.00		197.13CR
04 01/31/11	CR-J0101	101 011011 FLORIDA LIEN SEARCH INC			20.00		217.13CR
04 01/31/11	CR-J0101	101 011011 PROPERTY DEBT RESEARCH			20.00		237.13CR
04 01/31/11	CR-J0101	102 012011 AMERICAN LIEN & ESTOPPEL			20.00		257.13CR
04 01/31/11	CR-J0101	102 012011 AMERICAN LIEN & ESTOPPEL			20.00		277.13CR
04 01/31/11	CR-J0101	102 012011 ABRAMOWITZ			60.00		337.13CR
04 01/31/11	CR-J0101	102 012011 ABRAMOWITZ			20.00		357.13CR
04 01/31/11	CR-J0101	102 012011 STATEWIDE LIEN SEARCH			10.00		367.13CR
04 01/31/11	CR-J0101	102 012011 STATEWIDE LIEN SEARCH			10.00		377.13CR
04 01/31/11	CR-J0101	102 012011 LIEN WRITE SOLUTIONS			20.00		397.13CR
04 01/31/11	CR-J0101	103 012011 PBC			8.00		405.13CR
05 02/28/11	CR-J0201	201 020211 AMERICAN LIEN & ESTOPPEL			20.00		425.13CR

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ACCOUNT NO./ PER DATE	JOURNAL	POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
001-341-000	GENERAL GOVERNMENT CHARGES			(Continued)				
05 02/28/11	CR-J0201	201 020211	PROPERTY DEBT RESEARCH			20.00		445.13CR
05 02/28/11	CR-J0201	202 021511	STATEWIDE LIEN SEARCH			20.00		465.13CR
05 02/28/11	CR-J0201	202 021511	RELIABLE LIEN SEARCH			20.00		485.13CR
05 02/28/11	CR-J0201	202 021511	PROPERTY DEBT RESEARCH			20.00		505.13CR
05 02/28/11	CR-J0201	202 021511	STATEWIDE LIEN SEARCH			10.00		515.13CR
05 02/28/11	CR-J0201	202 021511	SOUTH SHORE TITLE INC			10.00		525.13CR
06 03/31/11	CR-J0301	301 030811	PB CO			26.07		551.20CR
06 03/31/11	CR-J0301	301 030811	LANDMARK LIEN SEARCH			20.00		571.20CR
06 03/31/11	CR-J0301	301 030811	BLVD TITLE LIEN SEARCH			20.00		591.20CR
06 03/31/11	CR-J0301	302 031511	FERRELL GAS			20.52		611.72CR
06 03/31/11	CR-J0301	302 031511	SOUTH SHORE			10.00		621.72CR
06 03/31/11	CR-J0301	302 031511	BLVD TITLE			20.00		641.72CR
06 03/31/11	CR-J0301	302 031511	RELIABLE TIER			20.00		661.72CR
06 03/31/11	CR-J0301	302 031511	TITLE SUPPORT			20.00		681.72CR
06 03/31/11	CR-J0301	302 031511	ADDITION ERROR			.10		681.82CR
07 04/30/11	CR-J0401	401 040411	STATEWIDE LIEN SEARCH			10.00		691.82CR
07 04/30/11	CR-J0401	401 040411	LIGHTNING LIEN LETTERS			10.00		701.82CR
07 04/30/11	CR-J0401	401 040411	ABRAMOWITZ			20.00		721.82CR
07 04/30/11	CR-J0401	401 040411	ONE-STEP LIEN SEARCH			20.00		741.82CR
07 04/30/11	CR-J0401	401 040411	LIGHTNING LIEN LETTERS			10.00		751.82CR
07 04/30/11	CR-J0401	401 040411	AMERICAN LIEN & ESTOPPEL			10.00		761.82CR
07 04/30/11	CR-J0401	401 040411	AMERICAN LIEN & ESTOPPEL			10.00		771.82CR
07 04/30/11	CR-J0401	401 040411	A-1 TITLE SUPPORT SERV			10.00		781.82CR
07 04/30/11	CR-J0401	401 040411	A-1 TITLE SUPPORT SERV			10.00		791.82CR
07 04/30/11	CR-J0401	402 041111	ONE-STEP LIEN SEARCH			10.00		801.82CR
07 04/30/11	CR-J0401	402 041111	ONE-STEP LIEN SEARCH			20.00		821.82CR
07 04/30/11	CR-J0401	402 041111	RELIABLE LIEN SEARCH INC			20.00		841.82CR
07 04/30/11	CR-J0401	402 041111	PROPERTY DEBT RESEARCH			20.00		861.82CR
07 04/30/11	CR-J0401	402 041111	HARBOR LAND TITLE			20.00		881.82CR
07 04/30/11	CR-J0401	402 041111	PROPERTY DEBT RESEARCH			20.00		901.82CR
07 04/30/11	CR-J0401	402 041111	UNITED TITLE AGENCIES			25.00		926.82CR
07 04/30/11	CR-J0401	402 041111	PROPERTY DEBT RESEARCH			20.00		946.82CR
07 04/30/11	CR-J0401	402 041111	STATEWIDE LIEN SEARCH			10.00		956.82CR
07 04/30/11	CR-J0401	403 041411	PBC COUNTY			8.88		965.70CR
07 04/30/11	CR-J0401	403 041411	FERRELL GAS			204.02		1,169.72CR
07 04/30/11	CR-J0401	403 041411	AMERICAN LIEN & ESTOPPEL			20.00		1,189.72CR
07 04/30/11	CR-J0401	403 041411	AMERICAN LIEN & ESTOPPEL			40.00		1,229.72CR
07 04/30/11	CR-J0401	404 042011	PROPERTY DEBT RESEARCH			20.00		1,249.72CR
07 04/30/11	CR-J0401	405 042811	LIEN SERVICES			40.00		1,289.72CR
07 04/30/11	CR-J0401	405 042811	PROPERTY DEBT RESEARCH			20.00		1,309.72CR
07 04/30/11	CR-J0401	405 042811	SKYLINE LIEN SEARCH			10.00		1,319.72CR
07 04/30/11	CR-J0401	405 042811	SKYLINE LIEN SEARCH			10.00		1,329.72CR
08 05/31/11	CR-J0501	502 051811	SKYLINE LIEN SEARCH INC			10.00		1,339.72CR
08 05/31/11	CR-J0501	502 051811	CLEAR CHOICE TAX & LIEN			20.00		1,359.72CR
08 05/31/11	CR-J0501	502 051811	SKYLINE LIEN SEARCH INC			20.00		1,379.72CR
08 05/31/11	CR-J0501	502 051811	ONE-STEP LIEN SEARCH INC			20.00		1,399.72CR
08 05/31/11	CR-J0501	502 051811	ONE-STEP LIEN SEARCH INC			20.00		1,419.72CR
08 05/31/11	CR-J0501	503 053111	SHARON R BOCK			15.12		1,434.84CR
08 05/31/11	CR-J0501	503 053111	STATEWIDE LIEN SEARCH			10.00		1,444.84CR
08 05/31/11	CR-J0501	503 053111	STATEWIDE LIEN SEARCH			10.00		1,454.84CR
08 05/31/11	CR-J0501	503 053111	FERRELLGAS, LP			24.14		1,478.98CR
08 05/31/11	CR-J0501	505 051111	PBC TAX COLLECTOR			9.49		1,488.47CR
				.00	.00	1,488.47	1,488.47CR	1,488.47CR
001-361-100	INTEREST			.00				.00
01 10/31/10	JE-J1001		CASH RECEIPTS-000			4.45		4.45CR
01 10/31/10	JE-J1002		CASH RECEIPTS-100			319.87		324.32CR
02 11/30/10	JE-J1101		CASH RECEIPTS-000			5.13		329.45CR
02 11/30/10	JE-J1102		CASH RECEIPTS-000		17.15			312.30CR
02 11/30/10	JE-J1103		CASH RECEIPTS-100			326.79		639.09CR
03 12/31/10	JE-J1201		CASH RECEIPTS-000			5.30		644.39CR
03 12/31/10	JE-J1202		CASH DISBURSEMENTS-000		9.00			635.39CR
03 12/31/10	JE-J1203		CASH RECEIPTS-100			321.62		957.01CR
04 01/31/11	JE-J0101		CASH RECEIPTS-000			5.30		962.31CR
04 01/31/11	JE-J0102		CASH DISBURSEMENTS-000		9.00			953.31CR
04 01/31/11	JE-J0103		CASH RECEIPTS-100			361.21		1,314.52CR
05 02/28/11	JE-J0201		CASH RECEIPTS-000			4.78		1,319.30CR

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ACCOUNT NO./ PER DATE	JOURNAL	POSTING REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
001-361-100	INTEREST		(Continued)				
05 02/28/11	JE-J0202	CASH DISBURSEMENTS-000		9.00			1,310.30CR
05 02/28/11	JE-J0203	CASH RECEIPTS-100			412.69		1,722.99CR
06 03/31/11	JE-J0301	CASH RECEIPTS-000			4.90		1,727.89CR
06 03/31/11	JE-J0302	CASH DISBURSEMENTS-000		9.00			1,718.89CR
06 03/31/11	JE-J0303	CASH RECEIPTS-100			375.32		2,094.21CR
07 04/30/11	JE-J0401	TD BANK-INTEREST			3.42		2,097.63CR
07 04/30/11	JE-J0402	TD BANK SVC CHARGE		9.00			2,088.63CR
07 04/30/11	JE-J0403	WACHOVIA-INTEREST			420.22		2,508.85CR
08 05/31/11	JE-J0501	CASH RECEIPTS-000			3.53		2,512.38CR
08 05/31/11	JE-J0502	CASH DISBURSEMENTS-000		9.00			2,503.38CR
08 05/31/11	JE-J0503	CASH RECEIPTS-100			400.97		2,904.35CR
			.00	71.15	2,975.50	2,904.35CR	2,904.35CR
001-369-000	OTHER MISC INCOME		.00				.00
01 10/31/10	CR-J1001	1002 102110 P B COUNTY			48.00		48.00CR
03 12/31/10	CR-J1201	1202 121310 BD OF COUNTY COMMISSION			5,000.00		5,048.00CR
03 12/31/10	CR-J1201	1203 123010 CLEAR CHOICE			10.00		5,058.00CR
03 12/31/10	CR-J1201	1203 123010 PBC CLERK			6.00		5,064.00CR
03 12/31/10	CR-J1201	1203 123010 FLORIDA LIEN			10.00		5,074.00CR
03 12/31/10	CR-J1201	1203 123010 PROPERTY DEBT			10.00		5,084.00CR
03 12/31/10	CR-J1201	1203 123010 LIGHTNING LIEN			10.00		5,094.00CR
03 12/31/10	JE-J1206	RECLASS 1203 LIEN SEARCH		10.00			5,084.00CR
03 12/31/10	JE-J1206	RECLASS 1203 LIEN SEARCH		10.00			5,074.00CR
03 12/31/10	JE-J1206	RECLASS 1203 LIEN SEARCH		10.00			5,064.00CR
03 12/31/10	JE-J1206	RECLASS 1203 LIEN SEARCH		10.00			5,054.00CR
07 04/30/11	CR-J0401	401 040411 PBC			8.90		5,062.90CR
			.00	40.00	5,102.90	5,062.90CR	5,062.90CR
001-385-100	TRANSFER FROM SANITATION FUND		.00				.00
08 05/31/11	JE-J0510	ALLOC MGT FEE			8,000.00		8,000.00CR
			.00	.00	8,000.00	8,000.00CR	8,000.00CR
001-511-400	TRAVEL AND PER DIEM		.00				.00
02 11/30/10	CD-J1101	1331 110110 FIRST NATIONAL BK OMAHA		200.00			200.00
02 11/30/10	CD-J1101	1354 112910 FIRST NATIONAL BK OMAHA		11.00			211.00
			.00	211.00	.00	211.00	211.00
001-511-402	EDUCATION AND TRAINING		.00				.00
07 04/30/11	CD-J0301	1471 041811 FIRST NATIONAL BANK OMAH		180.00			180.00
08 05/31/11	CD-J0501	1502 051611 FIRST NATIONAL BANK OMAH		90.00			270.00
			.00	270.00	.00	270.00	270.00
001-511-440	DNU-RENTALS AND LEASES		.00				.00
06 03/31/11	CD-J0301	1444 032111 PALMS WEST PRESBYTERIAN		125.00			125.00
06 03/31/11	JE-J0304	RECLASS 1444 PALMS WEST PRESBY			125.00		.00
			.00	125.00	125.00	.00	.00
001-511-520	OPERATING SUPPLIES		.00				.00
03 12/31/10	CD-J1201	1376 122110 FIRST NATIONAL BANK OMAH		54.95			54.95
			.00	54.95	.00	54.95	54.95
001-511-540	BOOKS,PUBLICATIONS AND DUES		.00				.00
01 10/31/10	CD-J1001	1325 101810 FLORIDA LEAGUE OF CITIES		370.00			370.00
01 10/31/10	CD-J1001	1327 101810 PALMS WEST CHAMBER OF CO		550.00			920.00
02 11/30/10	CD-J1101	1331 110110 FIRST NATIONAL BK OMAHA		370.00			1,290.00

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001-511-540	BOOKS,PUBLICATIONS AND DUES			(Continued)				
02 11/30/10	CD-J1101	1362	112910 TOWN OF LANTANA		900.00			2,190.00
06 03/31/11	CD-J0301	1440	032111 CARD EXPRESSIONS		45.00			2,235.00
06 03/31/11	CD-J0301	1435	032111 COSTCO		100.00			2,335.00
08 05/31/11	CD-J0501	1490	050211 CARD EXPRESSIONS		29.00			2,364.00
08 05/31/11	CD-J0501	1495	050211 FRANK R SPENCE INC		125.00			2,489.00
				.00	2,489.00	.00	2,489.00	2,489.00
001-511-550	SPECIAL EVENTS			.00				.00
04 01/31/11	CD-J0101	1403	012411 AMERICAN LEGION		300.00			300.00
06 03/31/11	CD-J0301	1441	032111 FIRST NATIONAL BANK OMAH		67.04			367.04
07 04/30/11	CD-J0301	1471	041811 FIRST NATIONAL BANK OMAH		145.96			513.00
07 04/30/11	CD-J0301	1475	041811 PALM BEACH COUNTY		400.00			913.00
07 04/30/11	CD-J0301	1483	041811 PBC FR VOLUNTEER ASSOC		500.00			1,413.00
07 04/30/11	CD-J0301	1486	041811 AMERICAN CANCER SOCIETY		300.00			1,713.00
				.00	1,713.00	.00	1,713.00	1,713.00
001-511-590	OTHER OPERATING EXPENSES			.00				.00
02 11/30/10	CD-J1101	1331	110110 FIRST NATIONAL BK OMAHA		168.26			168.26
03 12/31/10	CD-J1201	1379	122110 RON JARRIEL		30.04			198.30
05 02/28/11	CR-J0201	203	021511 DENNIS C LIPP			323.19		124.89CR
				.00	198.30	323.19	124.89CR	124.89CR
001-512-340	CONTRACTUAL-ADMINISTRATION			.00				.00
01 10/31/10	CD-J1001	1329	101810 FRANK R SPENCE INC		16,666.67			16,666.67
02 11/30/10	CD-J1101	1349	111510 FRANK R SPENCE INC		16,666.67			33,333.34
03 12/31/10	CD-J1201	1375	121310 FRANK R SPENCE INC		16,666.67			50,000.01
04 01/31/11	CD-J0101	1398	012411 FRANK R SPENCE INC		16,666.67			66,666.68
05 02/28/11	CD-J0201	1422	022111 FRANK R SPENCE INC		16,666.67			83,333.35
06 03/31/11	CD-J0301	1447	032111 FRANK R SPENCE INC		16,666.67			100,000.02
07 04/30/11	CD-J0301	1480	041811 FRANK R SPENCE INC		16,666.67			116,666.69
08 05/31/11	CD-J0501	1514	051611 FRANK R SPENCE INC		16,666.67			133,333.36
				.00	133,333.36	.00	133,333.36	133,333.36
001-512-400	TRAVEL			.00				.00
05 02/28/11	CD-J0201	1416	020711 FRANK R SPENCE INC		459.80			459.80
				.00	459.80	.00	459.80	459.80
001-512-410	COMMUNICATIONS AND FREIGHT			.00				.00
01 10/31/10	CD-J1001	1322	101810 AT&T		295.51			295.51
01 10/31/10	CD-J1001	1323	101810 AT&T U-VERSE		85.00			380.51
02 11/30/10	CD-J1101	1339	111510 AT&T		283.44			663.95
02 11/30/10	CD-J1101	1340	111510 AT&T U-VERSE		90.00			753.95
02 11/30/10	CD-J1101	1353	112910 A D T SECURITY		151.92			905.87
03 12/31/10	CD-J1201	1363	121310 AT&T		284.54			1,190.41
03 12/31/10	CD-J1201	1364	121310 AT&T U-VERSE		85.00			1,275.41
04 01/31/11	CD-J0101	1381	011011 AT&T		283.02			1,558.43
04 01/31/11	CD-J0101	1382	011011 AT&T U-VERSE		85.00			1,643.43
05 02/28/11	CD-J0201	1404	020711 AT&T		281.51			1,924.94

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001-512-410	COMMUNICATIONS AND FREIGHT			(Continued)				
05 02/28/11	CD-J0201	1405 020711	AT&T U-VERSE		85.00			2,009.94
05 02/28/11	CD-J0201	1418 022111	A.D.T. SECURITY		151.92			2,161.86
06 03/31/11	CD-J0301	1426 030711	AT&T U-VERSE		85.00			2,246.86
06 03/31/11	CD-J0301	1438 032111	AT&T		290.73			2,537.59
07 04/30/11	CD-J0301	1468 041811	AT&T		286.85			2,824.44
07 04/30/11	CD-J0301	1469 041811	AT&T U-VERSE		85.00			2,909.44
08 05/31/11	CD-J0501	1498 051611	AT&T		336.99			3,246.43
08 05/31/11	CD-J0501	1499 051611	AT&T U-VERSE		90.00			3,336.43
08 05/31/11	CD-J0501	1520 053111	A.D.T. SECURITY		151.92			3,488.35
				.00	3,488.35	.00	3,488.35	3,488.35
001-512-420	POSTAGE			.00				.00
02 11/30/10	CD-J1101	1331 110110	FIRST NATIONAL BK OMAHA		110.52			110.52
02 11/30/10	CD-J1101	1354 112910	FIRST NATIONAL BK OMAHA		25.75			136.27
03 12/31/10	CD-J1201	1376 122110	FIRST NATIONAL BANK OMAH		25.75			162.02
04 01/31/11	CD-J0101	1395 012411	FIRST NATIONAL BANK OMAH		83.74			245.76
04 01/31/11	CD-J0101	1399 012411	FRANK R SPENCE INC		14.00			259.76
05 02/28/11	CD-J0201	1420 022111	FIRST NATIONAL BK OMAHA		62.00			321.76
06 03/31/11	CD-J0301	1440 032111	CARD EXPRESSIONS		404.88			726.64
06 03/31/11	CD-J0301	1441 032111	FIRST NATIONAL BANK OMAH		25.75			752.39
07 04/30/11	CD-J0301	1471 041811	FIRST NATIONAL BANK OMAH		25.75			778.14
07 04/30/11	CD-J0301	1484 041811	FRANK R SPENCE INC		4.34			782.48
08 05/31/11	CD-J0501	1502 051611	FIRST NATIONAL BANK OMAH		31.34			813.82
08 05/31/11	CD-J0501	1519 051611	ANNE M GANNON		19.00			832.82
				.00	832.82	.00	832.82	832.82
001-512-510	OFFICE SUPPLIES			.00				.00
02 11/30/10	CD-J1101	1344 111510	OFFICE DEPOT		92.27			92.27
02 11/30/10	CD-J1101	1357 112910	OFFICE DEPOT		28.54			120.81
03 12/31/10	CD-J1201	1378 122110	OFFICE DEPOT		34.31			155.12
04 01/31/11	CR-J0101	103 012011	OFFICE DEPOT			22.46		132.66
05 02/28/11	CD-J0201	1410 020711	OFFICE DEPOT		54.65			187.31
05 02/28/11	CD-J0201	1420 022111	FIRST NATIONAL BK OMAHA		40.96			228.27
06 03/31/11	CD-J0301	1427 030711	CARD EXPRESSIONS		28.00			256.27
06 03/31/11	CD-J0301	1433 030711	OFFICE DEPOT		33.89			290.16
06 03/31/11	CD-J0301	1436 030711	FRANK R SPENCE INC		11.65			301.81
06 03/31/11	CD-J0301	1441 032111	FIRST NATIONAL BANK OMAH		165.34			467.15
06 03/31/11	CD-J0301	1443 032111	OFFICE DEPOT		168.27			635.42
07 04/30/11	CD-J0301	1463 040411	OFFICE DEPOT		42.24			677.66
07 04/30/11	CD-J0301	1471 041811	FIRST NATIONAL BANK OMAH		188.51			866.17
08 05/31/11	CD-J0501	1502 051611	FIRST NATIONAL BANK OMAH		225.48			1,091.65
08 05/31/11	CD-J0501	1507 051611	OFFICE DEPOT		101.22			1,192.87
08 05/31/11	CD-J0501	1521 053111	CARD EXPRESSIONS		46.00			1,238.87
08 05/31/11	CD-J0501	1523 053111	OFFICE DEPOT		59.99			1,298.86
08 05/31/11	CD-J0501	1530 053111	QUILL.COM		267.70			1,566.56
08 05/31/11	CR-J0501	503 053111	OFFICE DEPOT			33.68		1,532.88
				.00	1,589.02	56.14	1,532.88	1,532.88
001-512-521	LOXAHATCHEE GROVES C.E.R.T. EX			.00				.00
06 03/31/11	CD-J0301	1452 032111	FRANK R SPENCE INC		1,500.00			1,500.00
06 03/31/11	CD-J0301	1454 032111	JAMES E JONES		1,273.00			2,773.00

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001-512-521	LOXAHATCHEE GROVES C.E.R.T. EX		(Continued)					
				.00	2,773.00	.00	2,773.00	2,773.00
001-512-540	DUES, SUBSCRIPTIONS & MEETINGS			.00				.00
04 01/31/11	CR-J0101	103 012011	FLORIDA LEAGUE OF CITIES			92.50		92.50CR
08 05/31/11	CD-J0501	1508 051611	PALM BEACH COUNTY		200.00			107.50
08 05/31/11	CD-J0501	1524 053111	PALM BEACH COUNTY		50.00			157.50
				.00	250.00	92.50	157.50	157.50
001-512-590	OTHER OPERATING EXPENSES			.00				.00
02 11/30/10	CD-J1101	1335 110110	MEGA-DATA SERVICES		50.00			50.00
02 11/30/10	CD-J1101	1336 110110	FRANK R. SPENCE INC.		150.00			200.00
02 11/30/10	CD-J1101	1354 112910	FIRST NATIONAL BK OMAHA		44.72			244.72
02 11/30/10	CD-J1101	1361 112910	FRANK R SPENCE INC		100.00			344.72
03 12/31/10	CD-J1201	1376 122110	FIRST NATIONAL BANK OMAH		45.00			389.72
04 01/31/11	CD-J0101	1391 011011	FRANK R SPENCE INC		135.00			524.72
04 01/31/11	CD-J0101	1395 012411	FIRST NATIONAL BANK OMAH		91.40			616.12
04 01/31/11	CD-J0101	1399 012411	FRANK R. SPENCE INC		90.00			706.12
04 01/31/11	CD-J0101	1401 012411	PAUL BISHOP		150.00			856.12
05 02/28/11	CD-J0201	1420 022111	FIRST NATIONAL BK OMAHA		199.14			1,055.26
05 02/28/11	CD-J0201	1423 022111	FRANK R SPENCE INC		110.00			1,165.26
05 02/28/11	CD-J0201	1425 022111	PAUL BISHOP		75.00			1,240.26
06 03/31/11	CD-J0301	1429 030711	GARY R NIKOLITIS, PBC PR		150.00			1,390.26
06 03/31/11	CD-J0301	1436 030711	FRANK R SPENCE INC		61.45			1,451.71
06 03/31/11	CD-J0301	1437 030711	PAUL BISHOP		75.00			1,526.71
06 03/31/11	CD-J0301	1441 032111	FIRST NATIONAL BANK OMAH		211.88			1,738.59
06 03/31/11	CD-J0301	1451 032111	FRANK R. SPENCE INC		80.00			1,818.59
06 03/31/11	CD-J0301	1453 032111	PAUL BISHOP		150.00			1,968.59
07 04/30/11	CD-J0301	1467 040411	PAUL BISHOP		150.00			2,118.59
07 04/30/11	CD-J0301	1471 041811	FIRST NATIONAL BANK OMAH		74.19			2,192.78
07 04/30/11	CD-J0301	1481 041811	GATER'S LOCKSMITH, INC		45.00			2,237.78
07 04/30/11	CD-J0301	1484 041811	FRANK R SPENCE INC		95.66			2,333.44
07 04/30/11	CD-J0301	1485 041811	PAUL BISHOP		75.00			2,408.44
08 05/31/11	CD-J0501	1517 051611	C.E.R.T.S.		380.00			2,788.44
08 05/31/11	CD-J0501	1527 053111	FRANK R SPENCE INC		121.94			2,910.38
				.00	2,910.38	.00	2,910.38	2,910.38
001-513-320	ACCOUNTING AND AUDITING			.00				.00
06 03/31/11	CD-J0301	1449 032111	NOWLEN, HOLT, & MINER, P		7,400.00			7,400.00
07 04/30/11	CD-J0301	1482 041811	NOWLEN, HOLT & MINER		4,600.00			12,000.00
				.00	12,000.00	.00	12,000.00	12,000.00
001-513-420	LEGAL ADVERTISING			.00				.00
02 11/30/10	CD-J1101	1345 111510	PALM BEACH NEWSPAPERS		700.00			700.00
04 01/31/11	CD-J0101	1397 012411	THE TOWN-CRIER		126.00			826.00
04 01/31/11	CD-J0101	1402 012411	EL LATINO SEMANAL		80.00			906.00
05 02/28/11	CD-J0201	1411 020711	PALM BEACH NEWSPAPERS		840.00			1,746.00
05 02/28/11	CD-J0201	1421 022111	PALM BEACH NEWSPAPERS		700.00			2,446.00
06 03/31/11	CD-J0301	1434 030711	PALM BEACH NEWSPAPERS		700.00			3,146.00
07 04/30/11	CD-J0301	1464 040411	THE TOWN-CRIER		252.00			3,398.00
07 04/30/11	CD-J0301	1476 041811	PALM BEACH NEWSPAPERS		157.50			3,555.50
08 05/31/11	CD-J0501	1509 051611	PALM BEACH NEWSPAPERS		840.00			4,395.50
08 05/31/11	CD-J0501	1525 053111	PALM BEACH NEWSPAPERS		210.00			4,605.50
08 05/31/11	CD-J0501	1526 053111	THE TOWN-CRIER		252.00			4,857.50

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ACCOUNT NO./ PER DATE	JOURNAL	POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
001-513-420	LEGAL ADVERTISING			(Continued)				
				.00	4,857.50	.00	4,857.50	4,857.50
001-513-441	ELECTION EXPENSE			.00				.00
05 02/28/11	CD-J0201	1411	020711 PALM BEACH NEWSPAPERS		560.00			560.00
06 03/31/11	CD-J0301	1434	030711 PALM BEACH NEWSPAPERS		805.00			1,365.00
06 03/31/11	CD-J0301	1444	032111 PALMS WEST PRESBYTERIAN		150.00			1,515.00
06 03/31/11	CD-J0301	1445	032111 PBC SUPERVISOR OF ELECTI		2,631.75			4,146.75
06 03/31/11	CD-J0301	1448	032111 RON JARRIEL		45.60			4,192.35
06 03/31/11	CD-J0301	1450	032111 ANN HARPER		529.26			4,721.61
06 03/31/11	CD-J0301	1451	032111 FRANK R SPENCE INC		183.40			4,905.01
06 03/31/11	CD-J0301	1456	032311 HERTHA SCHMIDT HORNER		185.00			5,090.01
06 03/31/11	CD-J0301	1457	032311 MARGOT BARTELL O'NEIL		185.00			5,275.01
06 03/31/11	CD-J0301	1458	032311 SHARYN BROWNING		290.00			5,565.01
06 03/31/11	CD-J0301	1459	032311 THOMAS J THOMPSON		170.00			5,735.01
07 04/30/11	CD-J0301	1477	041811 PBC SUPERVISOR OF ELECTI		289.66			6,024.67
07 04/30/11	CD-J0301	1487	041811 PRINTING SYSTEMS INC		228.96			6,253.63
07 04/30/11	CD-J0301	1488	041811 SUDDATH RELO SYS OF		97.00			6,350.63
				.00	6,350.63	.00	6,350.63	6,350.63
001-513-470	PRINTING AND BINDING			.00				.00
01 10/31/10	CD-J1001	1324	101810 CARD EXPRESSIONS		50.50			50.50
02 11/30/10	CD-J1101	1332	110110 TGI OFFICE AUTOMATION		17.43			67.93
03 12/31/10	CD-J1201	1372	121310 TGI OFFICE AUTOMATION		49.87			117.80
04 01/31/11	CD-J0101	1388	011011 TGI OFFICE AUTOMATION		39.95			157.75
08 05/31/11	CD-J0501	1493	050211 TGI OFFICE AUTOMATION		16.69			174.44
08 05/31/11	CD-J0501	1497	050211 WESTSIDE REPROGRAPHICS		22.90			197.34
08 05/31/11	CD-J0501	1511	051611 TGI OFFICE AUTOMATION		16.65			213.99
08 05/31/11	CD-J0501	1518	051611 MUNICIPAL CODE CORP		3,110.00			3,323.99
				.00	3,323.99	.00	3,323.99	3,323.99
001-514-310	PROFESSIONAL SERVICES			.00				.00
02 11/30/10	CD-J1101	1356	112910 GOREN, CHEROF, DOODY		5,633.20			5,633.20
03 12/31/10	CD-J1201	1368	121310 GOREN, CHEROF, DOODY, EZ		5,271.50			10,904.70
04 01/31/11	CD-J0101	1385	011011 GOREN, CHEROF, DOODY, EZ		4,840.58			15,745.28
05 02/28/11	CD-J0201	1408	020711 GOREN, CHEROF, DOODY, EZ		4,865.54			20,610.82
06 03/31/11	CD-J0301	1430	030711 GOREN, CHEROF, DOODY, EZ		4,476.35			25,087.17
07 04/30/11	CD-J0301	1473	041811 GOREN, CHEROF, DOODY, EZ		4,378.30			29,465.47
08 05/31/11	CD-J0501	1504	051611 GOREN CHEROF, DOODY, EZR		3,328.00			32,793.47
				.00	32,793.47	.00	32,793.47	32,793.47
001-514-312	LEGAL-COMP PLAN			.00				.00
02 11/30/10	JE-J1106		RECLASS 1356 GOREN, CHEROF, DO		2,744.30			2,744.30
03 12/31/10	JE-J1207		RECLASS 1368 GOREN, CHEROF, DO		1,073.00			3,817.30
04 01/31/11	JE-J0104		RECLASS 1385 GOREN, CHEROF, DOOD		2,016.50			5,833.80
05 02/28/11	JE-J0206		RECLASS 1408 GOREN, CHEROF		4,230.64			10,064.44
06 03/31/11	JE-J0305		RECLASS 1430 GOREN, CHEROF, DOOD		940.65			11,005.09
07 04/30/11	CD-J0301	1473	041811 GOREN, CHEROF, DOODY, EZ		1,117.00			12,122.09
08 05/31/11	CD-J0501	1504	051611 GOREN, CHEROF, DOODY, EZR		559.50			12,681.59

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001-514-312	LEGAL-COMP PLAN		(Continued)					
				.00	12,681.59	.00	12,681.59	12,681.59
001-515-340	OTHER CONTRACTUAL			.00				.00
02 11/30/10	CD-J1101	1347	111510 THE MELLGREN PLANNING		4,491.80			4,491.80
02 11/30/10	CD-J1101	1358	112910 THE MELLGREN PLANNING		8,178.05			12,669.85
03 12/31/10	CD-J1201	1373	121310 THE MELLOREN PLANNING		938.75			13,608.60
08 05/31/11	JE-J0505		ACCOUNTS PAYABLE MELLGREN PLAN			10,646.35		2,962.25
				.00	13,608.60	10,646.35	2,962.25	2,962.25
001-515-343	PLANNING & ZONING CONTRACT			.00				.00
02 11/30/10	CD-J1101	1341	111510 CALVIN, GIORDANO & ASSOC		800.00			800.00
04 01/31/11	CD-J0101	1394	012411 CALVIN, GIORDANO & ASSOC		715.00			1,515.00
05 02/28/11	CD-J0201	1406	020711 CALVIN, GIORDANO & ASSOC		600.00			2,115.00
05 02/28/11	JE-J0204		RECLASS 1341 CALVIN, GIORDANO			800.00		1,315.00
05 02/28/11	JE-J0205		RECLASS 1394 CALVIN, GIORDANO			715.00		600.00
05 02/28/11	JE-J0208		RECLASS 1406 CALVIN, GIORDANO			600.00		.00
07 04/30/11	CD-J0301	1489	042011 LAND RESEARCH MANAGEMENT		3,144.15			3,144.15
08 05/31/11	CD-J0501	1505	051611 LAND RESEARCH MANAGEMENT		1,500.00			4,644.15
				.00	6,759.15	2,115.00	4,644.15	4,644.15
001-515-345	CODE ENFORCEMENT OFFICER			.00				.00
02 11/30/10	CD-J1101	1337	110110 JC CODE & CONSTRUCTION		360.00			360.00
02 11/30/10	CD-J1101	1342	111510 CARD EXPRESSIONS		28.00			388.00
03 12/31/10	CD-J1201	1380	122210 TEW AND TAYLOR INC		945.00			1,333.00
04 01/31/11	CD-J0101	1400	012411 TEW AND TAYLOR INC		2,587.50			3,920.50
05 02/28/11	CD-J0201	1417	020711 TEW AND TAYLOR INC		3,757.50			7,678.00
05 02/28/11	CD-J0201	1424	022111 TEW AND TAYLOR INC		2,655.00			10,333.00
06 03/31/11	CD-J0301	1427	030711 CARD EXPRESSIONS		80.10			10,413.10
06 03/31/11	CD-J0301	1441	032111 FIRST NATIONAL BANK OMAH		1,591.65			12,004.75
06 03/31/11	CD-J0301	1451	032111 FRANK R SPENCE INC		24.60			12,029.35
07 04/30/11	CD-J0301	1466	040411 TEW AND TAYLOR INC		8,370.00			20,399.35
07 04/30/11	CD-J0301	1471	041811 FIRST NATIONAL BANK OMAH		34.29			20,433.64
08 05/31/11	CD-J0501	1496	050211 TEW AND TAYLOR INC		2,790.00			23,223.64
08 05/31/11	CD-J0501	1516	051611 TEW AND TAYLOR INC		3,172.50			26,396.14
08 05/31/11	CD-J0501	1527	053111 FRANK R SPENCE INC		5.79			26,401.93
08 05/31/11	CD-J0501	1528	053111 TEW AND TAYLOR INC		3,577.50			29,979.43
				.00	29,979.43	.00	29,979.43	29,979.43
001-515-347	COMPREHENSIVE PLAN			.00				.00
02 11/30/10	CD-J1101	1356	112910 GOREN, CHEROF, DOODY		2,744.30			2,744.30
02 11/30/10	JE-J1106		RECLASS 1356 GOREN, CHEROF, DO			2,744.30		.00
03 12/31/10	CD-J1201	1368	121310 GOREN, CHEROF, DOODY, EZ		1,073.00			1,073.00
03 12/31/10	JE-J1207		RECLASS 1368 GOREN, CHEROF, DO			1,073.00		.00
04 01/31/11	CD-J0101	1385	011011 GOREN, CHEROF, DOODY, EZ		2,016.50			2,016.50
04 01/31/11	JE-J0104		RECLASS 1385 GOREN, CHEROF, DOOD			2,016.50		.00
05 02/28/11	CD-J0201	1408	020711 GOREN, CHEROF, DOODY, EZ		4,230.64			4,230.64
05 02/28/11	CD-J0201	1411	020711 PALM BEACH NEWSPAPERS		793.34			5,023.98
05 02/28/11	CD-J0201	1420	022111 FIRST NATIONAL BK OMAHA		22.62			5,046.60
05 02/28/11	JE-J0204		RECLASS 1341 CALVIN, GIORDANO		800.00			5,846.60
05 02/28/11	JE-J0205		RECLASS 1394 CALVIN, GIORDANO		715.00			6,561.60
05 02/28/11	JE-J0206		RECLASS 1408 GOREN, CHEROF			4,230.64		2,330.96
05 02/28/11	JE-J0208		RECLASS 1406 CALVIN, GIORDANO		600.00			2,930.96

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001-515-347	COMPREHENSIVE PLAN			(Continued)				
06 03/31/11	CD-J0301	1430 030711	GOREN, CHEROF, DOODY, EZ		940.65			3,871.61
06 03/31/11	CD-J0301	1441 032111	FIRST NATIONAL BANK OMAH		46.65			3,918.26
06 03/31/11	JE-J0305		RECLASS 1430 GOREN, CHEROF, DOOD			940.65		2,977.61
				.00	13,982.70	11,005.09	2,977.61	2,977.61
001-519-410	WEB SITE MAINTENANCE CONTRACT			.00				.00
04 01/31/11	CD-J0101	1392 011011	PAUL BISHOP		225.00			225.00
				.00	225.00	.00	225.00	225.00
001-519-440	RENTALS AND LEASES			.00				.00
02 11/30/10	CD-J1101	1334 110110	YEEES CORPORATION		801.87			801.87
02 11/30/10	CD-J1101	1343 111510	LGWCD		277.50			1,079.37
02 11/30/10	CD-J1101	1348 111510	YEEES CORPORATION		801.87			1,881.24
03 12/31/10	CD-J1201	1366 121310	CRYSTAL SPRINGS		21.89			1,903.13
03 12/31/10	CD-J1201	1370 121310	LGWCD		112.50			2,015.63
04 01/31/11	CD-J0101	1383 011011	CRYSTAL SPRINGS		17.68			2,033.31
04 01/31/11	CD-J0101	1386 011011	LGWCD		135.00			2,168.31
04 01/31/11	CD-J0101	1390 011011	YEEES CORPORATION		801.87			2,970.18
05 02/28/11	CD-J0201	1407 020711	CRYSTAL SPRINGS		39.64			3,009.82
05 02/28/11	CD-J0201	1409 020711	LGWCD		210.00			3,219.82
05 02/28/11	CD-J0201	1414 020711	YEEES CORPORATION		801.87			4,021.69
05 02/28/11	CD-J0201	1419 022111	CRYSTAL SPRINGS		24.78			4,046.47
06 03/31/11	CD-J0301	1432 030711	LGWCD		255.00			4,301.47
06 03/31/11	CD-J0301	1446 032111	YEEES CORPORATION		801.87			5,103.34
06 03/31/11	JE-J0304		RECLASS 1444 PALMS WEST PRESBY		125.00			5,228.34
07 04/30/11	CD-J0301	1461 040411	CRYSTAL SPRINGS		1.09			5,229.43
07 04/30/11	CD-J0301	1474 041811	LGWCD		172.50			5,401.93
07 04/30/11	CD-J0301	1479 041811	YEEES CORPORATION		801.87			6,203.80
08 05/31/11	CD-J0501	1491 050211	CRYSTAL SPRINGS		18.84			6,222.64
08 05/31/11	CD-J0501	1501 051611	CRYSTAL SPRINGS		37.81			6,260.45
08 05/31/11	CD-J0501	1506 051611	LGWCD		247.50			6,507.95
08 05/31/11	CD-J0501	1513 051611	YEEES CORPORATION		801.87			7,309.82
				.00	7,309.82	.00	7,309.82	7,309.82
001-519-470	PRINTING AND BINDING			.00				.00
04 01/31/11	CD-J0101	1393 011011	MUNICIPAL CODE CORP		3,550.00			3,550.00
06 03/31/11	CD-J0301	1440 032111	CARD EXPRESSIONS		144.60			3,694.60
07 04/30/11	CD-J0301	1460 040411	CARD EXPRESSIONS		28.00			3,722.60
				.00	3,722.60	.00	3,722.60	3,722.60
001-519-480	PROMOTIONAL ACTIVITIES			.00				.00
01 10/31/10	CD-J1001	1330 101810	CINDY CORUM		650.00			650.00
01 10/31/10	CR-J1001	1003 102810	CINDY CORUM			625.00		25.00
02 11/30/10	CD-J1101	1360 112910	LOXAHATCHEE GROVES ELEM		500.00			525.00
02 11/30/10	CR-J1101	1102 112310	CINDY CORUM			11.00		514.00
02 11/30/10	CR-J1101	1102 112310	GFOA			160.00		354.00
				.00	1,150.00	796.00	354.00	354.00
001-519-620	BUILDINGS			.00				.00
02 11/30/10	CD-J1101	1354 112910	FIRST NATIONAL BK OMAHA		153.94			153.94
				.00	153.94	.00	153.94	153.94
001-521-310	PROFESSIONAL SERVICE			.00				.00
01 10/31/10	CD-J1001	1328 101810	PBSO		22,898.75			22,898.75

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001-521-310	PROFESSIONAL SERVICE			(Continued)				
02 11/30/10	CD-J1101	1346	111510 PBSO		22,898.75			45,797.50
03 12/31/10	CD-J1201	1371	121310 PBSO		22,898.75			68,696.25
04 01/31/11	CD-J0101	1387	011011 PBSO		22,898.75			91,595.00
05 02/28/11	CD-J0201	1412	020711 PBSO		22,898.75			114,493.75
06 03/31/11	CD-J0301	1435	030711 PBSO		22,898.75			137,392.50
07 04/30/11	CD-J0301	1478	041811 PBSO		22,898.75			160,291.25
08 05/31/11	CD-J0501	1510	051611 PBSO		22,898.75			183,190.00
				.00	183,190.00	.00	183,190.00	183,190.00
001-541-310	PROFESSIONAL SERVICES			.00				.00
02 11/30/10	CD-J1101	1333	110110 WASTE PRO		36,585.38			36,585.38
02 11/30/10	CD-J1101	1359	112910 WASTE PRO		36,585.38			73,170.76
02 11/30/10	JE-J1104		RECLASS 1333 WASTE PRO			36,585.38		36,585.38
02 11/30/10	JE-J1105		RECLASS 1359 WASTE PRO			36,585.38		.00
03 12/31/10	CD-J1201	1374	121310 WASTE PRO		36,585.38			36,585.38
03 12/31/10	JE-J1204		RECLASS-1374 WASTE PRO			36,585.38		.00
04 01/31/11	CD-J0101	1389	011011 WASTE PRO		36,585.38			36,585.38
04 01/31/11	JE-J0106		RECLASS 1389 WASTE PRO			36,585.38		.00
				.00	146,341.52	146,341.52	.00	.00
101-100-000	WACHOVIA BANK-ROAD FUND			425,357.03				425,357.03
08 05/31/11	JE-J0506		RECLASS ROAD FUND CASH			425,357.03		.00
				425,357.03	.00	425,357.03	425,357.03CR	.00
101-101-100	WACHOVIA BANK-ROAD FUND			.00				.00
08 05/31/11	JE-J0506		RECLASS ROAD FUND CASH		550,384.97			550,384.97
				.00	550,384.97	.00	550,384.97	550,384.97
101-115-000	ACCOUNTS RECEIVABLES-ROAD FUND			29,304.52	.00	.00	.00	29,304.52
				29,304.52	.00	.00	.00	29,304.52
101-202-100	ROAD FUND ACCOUNTS PAYABLE			5,296.56CR				5,296.56CR
08 05/31/11	JE-J0504		ACCOUNTS PAYABLE LDR		5,296.56			.00
				5,296.56CR	5,296.56	.00	5,296.56	.00
101-270-005	FIVE CENT FUND BALANCE			193,062.05CR	.00	.00	.00	193,062.05CR
				193,062.05CR	.00	.00	.00	193,062.05CR
101-270-006	SIX CENT FUND BALANCE			256,302.94CR	.00	.00	.00	256,302.94CR
				256,302.94CR	.00	.00	.00	256,302.94CR
101-312-410	FIRST LOCAL FUEL TAX (6 CENT)			.00				.00
01 10/31/10	CR-J1001	1012	102510 STATE OF FLORIDA			19,882.00		19,882.00CR
02 11/30/10	CR-J1101	1109	112210 STATE OF FLORIDA			19,233.69		39,115.69CR
03 12/31/10	CR-J1201	1209	122010 ST OF FL			20,024.23		59,139.92CR
04 01/31/11	CR-J0101	111	012111 STATE OF FLORIDA			18,634.97		77,774.89CR
05 02/28/11	CR-J0201	211	022311 STATE OF FLORIDA			21,272.12		99,047.01CR
06 03/31/11	CR-J0301	310	032411 STATE OF FL			18,801.40		117,848.41CR
07 04/30/11	CR-J0401	411	042111 STATE OF FL			20,646.28		138,494.69CR

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101-312-410	FIRST LOCAL FUEL TAX (6 CENT)			(Continued)				
08 05/31/11	CR-J0501	513 052411	STATE OF FLORIDA			22,984.39		161,479.08CR
				.00	.00	161,479.08	161,479.08CR	161,479.08CR
101-312-420	SECOND LOCAL OPTION FUEL (5 CE			.00				.00
01 10/31/10	CR-J1001	1011 102510	STATE OF FLORIDA			9,422.52		9,422.52CR
02 11/30/10	CR-J1101	1108 112210	STATE OF FLORIDA			8,888.18		18,310.70CR
03 12/31/10	CR-J1201	1208 122010	ST OF FL			9,471.62		27,782.32CR
04 01/31/11	CR-J0101	109 011911	PBC TAX COLLECTOR			8,929.40		36,711.72CR
05 02/28/11	CR-J0201	210 022311	STATE OF FLORIDA			10,087.49		46,799.21CR
06 03/31/11	CR-J0301	309 032411	STATE OF FL			9,039.17		55,838.38CR
07 04/30/11	CR-J0401	413 042111	STATE OF FL			9,850.08		65,688.46CR
08 05/31/11	CR-J0501	512 052411	STATE OF FLORIDA			10,708.44		76,396.90CR
				.00	.00	76,396.90	76,396.90CR	76,396.90CR
101-541-630	ROAD AND STREETS (6 CENT)			.00				.00
01 10/31/10	CD-J1001	1326 101810	LGWCD		5,296.56			5,296.56
03 12/31/10	CD-J1201	1370 121310	LGWCD		250.80			5,547.36
06 03/31/11	CD-J0301	1432 030711	LGWCD		29.02			5,576.38
06 03/31/11	CD-J0301	1442 032111	LOWCD		164.61			5,740.99
07 04/30/11	CD-J0301	1462 040411	LGWCD		66,482.54			72,223.53
07 04/30/11	CD-J0301	1474 041811	LGWCD		2,040.50			74,264.03
08 05/31/11	CD-J0501	1522 053111	LGWCD		8,051.43			82,315.46
08 05/31/11	JE-J0504		ACCOUNTS PAYABLE LDR			5,296.56		77,018.90
				.00	82,315.46	5,296.56	77,018.90	77,018.90
101-541-631	ROAD AND STREETS (5 CENT)			.00				.00
02 11/30/10	CD-J1101	1338 110110	A&B ENGINEERING INC		4,960.00			4,960.00
02 11/30/10	CD-J1101	1352 111510	A&B ENGINEERING INC		1,500.00			6,460.00
05 02/28/11	CD-J0201	1409 020711	LGWCD		2,827.02			9,287.02
				.00	9,287.02	.00	9,287.02	9,287.02
101-541-632	SPECIAL PROJECTS			.00				.00
08 05/31/11	CD-J0501	1515 051611	A&B ENGINEERING INC		170.00			170.00
08 05/31/11	CD-J0501	1529 053111	WBI CONTRACTING OF PALM		19,983.56			20,153.56
08 05/31/11	JE-J0508		REC 1515 A&B ENGINEERING INC			170.00		19,983.56
08 05/31/11	JE-J0509		REC 1529 WBI CONTRACTING OF PA			19,983.56		.00
				.00	20,153.56	20,153.56	.00	.00
101-541-633	22nd ROAD DITCH (6)			.00				.00
08 05/31/11	CD-J0501	1492 050211	PALM BEACH NEWSPAPERS		490.00			490.00
08 05/31/11	CD-J0501	1494 050211	THE TOWN-CRIER		126.00			616.00
08 05/31/11	JE-J0508		REC 1515 A&B ENGINEERING INC		170.00			786.00
08 05/31/11	JE-J0509		REC 1529 WBI CONTRACTING OF PA		19,983.56			20,769.56
				.00	20,769.56	.00	20,769.56	20,769.56
101-541-634	148th TERR BRIDGE(S)/CULVERT			.00				.00
08 05/31/11	CD-J0501	1492 050211	PALM BEACH NEWSPAPERS		350.00			350.00
08 05/31/11	CD-J0501	1494 050211	THE TOWN-CRIER		126.00			476.00

GENERAL LEDGER DETAIL REPORT

DETAIL POSTINGS FOR PERIODS 01 THRU 08 ENDING 05/31/11

ACCOUNT NO./ PER DATE	JOURNAL POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
101-541-634	148th TERR BRIDGE(S)/CULVERT	(Continued)	.00	476.00	.00	476.00	476.00
405-101-100	WACHOVIA BANK-SANITATION FUND		.00				.00
08 05/31/11	JE-J0507	RECLASS CASH SANITATION FUND		158,321.78			158,321.78
08 05/31/11	JE-J0512	CORRECT CASH SANITATION FUND			8,000.00		150,321.78
			.00	158,321.78	8,000.00	150,321.78	150,321.78
405-363-110	SOLID WASTE ASSESSMENTS		.00				.00
01 10/31/10	CR-J1001	1001 100610 THREE DUQUES TRUCKING			500.00		500.00CR
01 10/31/10	CR-J1001	1001 100610 LITTLE PALM LANDSCAPING			500.00		1,000.00CR
01 10/31/10	CR-J1001	1002 102110 SWA			1,290.93		2,290.93CR
01 10/31/10	CR-J1001	1004 100610 PBC TAX COLLECTOR			806.96		3,097.89CR
02 11/30/10	CR-J1101	1101 110110 PALM BEACH COUNTY			2,623.28		5,721.17CR
02 11/30/10	CR-J1101	1102 112310 PALMETTO MILLS			500.00		6,221.17CR
02 11/30/10	CR-J1101	1105 111510 PBC TAX COLLECTOR			13,688.27		19,909.44CR
02 11/30/10	CR-J1101	1110 112410 PBC TAX COLLECTOR			26,730.96		46,640.40CR
03 12/31/10	CR-J1201	1201 120210 WASTE HAULING PERMIT			500.00		47,140.40CR
03 12/31/10	CR-J1201	1206 121510 PBC TAX COLLECTOR			173,390.94		220,531.34CR
03 12/31/10	CR-J1201	1212 122910 PBC TAX COLLECTOR			120,612.21		341,143.55CR
04 01/31/11	CR-J0101	103 012011 WELLINGTON AGRICULTURAL			500.00		341,643.55CR
04 01/31/11	CR-J0101	108 011911 PBC TAX COLLECTOR			31,717.33		373,360.88CR
05 02/28/11	CR-J0201	201 020211 SOLID WASTE AUTHORITY			1,913.63		375,274.51CR
05 02/28/11	CR-J0201	207 021611 PBC TAX COLLECTOR			12,974.99		388,249.50CR
06 03/31/11	CR-J0301	302 031511 GRACIA BROTHER INC			500.00		388,749.50CR
06 03/31/11	CR-J0301	305 031611 PBC TAX COLLECTOR			12,950.21		401,699.71CR
07 04/30/11	CR-J0401	405 042811 SOLID WASTE AUTHORITY			2,565.49		404,265.20CR
07 04/30/11	CR-J0401	410 041811 PBC TAX COLLECTOR			25,326.02		429,591.22CR
08 05/31/11	CR-J0501	508 051811 PBC TAX COLLECTOR			10,708.54		440,299.76CR
			.00	.00	440,299.76	440,299.76CR	440,299.76CR
405-363-111	DISCOUNT FEES		.00				.00
02 11/30/10	CR-J1101	1105 111510 PBC TAX COLLECTOR		821.14			821.14
02 11/30/10	CR-J1101	1110 112410 PBC TAX COLLECTOR		1,345.35			2,166.49
03 12/31/10	CR-J1201	1206 123010 FPL		6,907.32			9,073.81
03 12/31/10	CR-J1201	1212 122910 PBC TAX COLLECTOR		4,741.12			13,814.93
04 01/31/11	CR-J0101	108 011911 PBC TAX COLLECTOR		1,010.19			14,825.12
05 02/28/11	CR-J0201	207 021611 PBC TAX COLLECTOR		301.70			15,126.82
06 03/31/11	CR-J0301	305 031611 PBC TAX COLLECTOR		137.07			15,263.89
07 04/30/11	CR-J0401	410 041811 PBC TAX COLLECTOR		22.32			15,286.21
08 05/31/11	CR-J0501	508 051811 PBC TAX COLLECTOR			1.51		15,284.70
			.00	15,286.21	1.51	15,284.70	15,284.70
405-534-341	CONTRACTUAL-WASTE OVERSIGHT		.00				.00
02 11/30/10	CD-J1101	1350 111510 C & C LOADER SERVICE INC		500.00			500.00
02 11/30/10	CD-J1101	1351 111510 LOWES REMOVAL SERVICE		450.00			950.00
02 11/30/10	CD-J1101	1355 112910 FRANK SCHIOLA		775.00			1,725.00
02 11/30/10	JE-J1107	RECLASS 1350 C&C LOADER SERVIC			500.00		1,225.00
02 11/30/10	JE-J1108	RECLASS 1351 LOWES REMOVAL SER			450.00		775.00
03 12/31/10	CD-J1201	1367 121310 FRANK SCHIOLA		775.00			1,550.00
04 01/31/11	CD-J0101	1384 011011 FRANK SCHIOLA		900.00			2,450.00
05 02/28/11	CD-J0201	1415 020711 LOWES REMOVAL SERVICE		250.00			2,700.00

GENERAL LEDGER DETAIL REPORT

DETAIL POSTINGS FOR PERIODS 01 THRU 08 ENDING 05/31/11

ACCOUNT NO./ PER DATE	JOURNAL	POSTING	REMARKS	BEGINNING BAL	DEBIT	CREDIT	NET CHANGE	ENDING BAL
405-534-341	CONTRACTUAL-WASTE OVERSIGHT (Continued)							
05 02/28/11	JE-J0207		RECLASS 1415 LOWE'S REMOVAL			250.00		2,450.00
06 03/31/11	JE-J0306		RECLASS 1428 FRANK SCHIOLA		1,425.00			3,875.00
07 04/30/11	CD-J0301	1472 041811	FRANK SCHIOLA		1,000.00			4,875.00
08 05/31/11	CD-J0501	1503 051611	FRANK SCHIOLA		775.00			5,650.00
				.00	6,850.00	1,200.00	5,650.00	5,650.00
405-534-343	BULK PICK-UP*			.00				.00
05 02/28/11	CR-J0201	207 021611	PBC TAX COLLECTOR		126.73			126.73
05 02/28/11	JE-J0209		RECLASS 207 PBC TAX COLLECTOR			126.73		.00
				.00	126.73	126.73	.00	.00
405-534-346	PBC ADMINISTRATION FEE 1%			.00				.00
03 12/31/10	CR-J1201	1206 123010	FPL		1,664.84			1,664.84
03 12/31/10	CR-J1201	1212 122910	PBC TAX COLLECTOR		1,158.71			2,823.55
04 01/31/11	JE-J0105		RECLASS 108 PBC TAX COLLECTOR		307.07			3,130.62
05 02/28/11	JE-J0209		RECLASS 207 PBC TAX COLLECTOR		126.73			3,257.35
06 03/31/11	CR-J0301	305 031611	PBC TAX COLLECTOR		128.13			3,385.48
07 04/30/11	CR-J0401	410 041811	PBC TAX COLLECTOR		253.04			3,638.52
08 05/31/11	CR-J0501	508 051811	PBC TAX COLLECTOR		107.10			3,745.62
				.00	3,745.62	.00	3,745.62	3,745.62
405-534-434	SOLID WASTE CONTRACTOR			.00				.00
02 11/30/10	JE-J1104		RECLASS 1333 WASTE PRO		36,585.38			36,585.38
02 11/30/10	JE-J1105		RECLASS 1359 WASTE PRO		36,585.38			73,170.76
02 11/30/10	JE-J1107		RECLASS 1350 C&C LOADER SERVIC		500.00			73,670.76
02 11/30/10	JE-J1108		RECLASS 1351 LOWE'S REMOVAL SER		450.00			74,120.76
03 12/31/10	JE-J1204		RECLASS-1374 WASTE PRO		36,585.38			110,706.14
04 01/31/11	CR-J0101	108 011911	PBC TAX COLLECTOR		307.07			111,013.21
04 01/31/11	JE-J0105		RECLASS 108 PBC TAX COLLECTOR			307.07		110,706.14
04 01/31/11	JE-J0106		RECLASS 1389 WASTE PRO		36,585.38			147,291.52
05 02/28/11	CD-J0201	1413 020711	WASTE PRO		36,585.38			183,876.90
05 02/28/11	JE-J0207		RECLASS 1415 LOWE'S REMOVAL		250.00			184,126.90
06 03/31/11	CD-J0301	1428 030711	FRANK SCHIOLA		1,425.00			185,551.90
06 03/31/11	JE-J0306		RECLASS 1428 FRANK SCHIOLA			1,425.00		184,126.90
07 04/30/11	CD-J0301	1465 040411	WASTE PRO		36,585.38			220,712.28
08 05/31/11	CD-J0501	1512 051611	WASTE PRO		36,585.38			257,297.66
				.00	259,029.73	1,732.07	257,297.66	257,297.66
405-534-595	MANAGEMENT FEES			.00				.00
08 05/31/11	JE-J0510		ALLOC MGT FEE		8,000.00			8,000.00
				.00	8,000.00	.00	8,000.00	8,000.00
			REPORT TOTAL:	.00	3,325,111.59	3,325,111.59	.00	.00

TOWN OF LOXAHATCHEE GROVES  
 LOCAL OPTION GAS TAX  
 DETAIL ACTIVITY  
 AS OF THE MONTH OF MAY 2011

			EXPENDITURE	RECIEPTS	BALANCE
OPENING FUND BALANCE AT 10/01/10				256,302.94	
RECIEPTS					
FIRST LOCAL FUEL TAX (6 CENT)	10/31/10	1012 STATE OF FLORIDA		19,882.00	
	11/30/10	1109 STATE OF FLORIDA		19,233.69	
	12/31/10	1209 STATE OF FLORIDA		20,024.23	
	01/31/11	109 STATE OF FLORIDA		18,634.97	
	02/28/11	211 STATE OF FLORIDA		21,272.12	
	03/31/11	310 STATE OF FLORIDA		18,801.40	
	04/30/11	411 042111 STATE OF FL		20,846.28	
	05/31/11	513 052411 STATE OF FLORIDA		22964.39	
EXPENDITURES					
ROAD AND STREETS (6 CENT)	10/31/10	1326 101810 LGWCD	5,296.56		
	12/31/10	1370 121310 LGWCD	250.80		
	03/31/11	1432 121310 LGWCD	29.02		
	03/31/11	1442 121310 LGWCD	164.61		
	04/30/11	1462 040411 LGWCD	66,482.54		
	04/30/11	1474 041811 LGWCD	2,040.50		
	05/31/11	1326 101810 LGWCD	(5,296.56)		
	05/31/11	1522 053111 LGWCD	8051.43		
22nd ROAD DITCH (6)	05/31/11	1492 050211 PALM BEACH NEWSPAPERS	490.00		
22nd ROAD DITCH (6)	05/31/11	1494 050211 THE TOWN-CRIER	126.00		
22nd ROAD DITCH (6)	05/31/11	1515 051611 A&B ENGINEERING INC	170.00		
22nd ROAD DITCH (6)	05/31/11	1529 053111 WBI CONTRACTING OF PALM	19,983.66		
AVAILABLE BALANCE (6 CENT)			97,788.46	417,782.02	319,993.56
OPENING FUND BALANCE AT 10/01/10				193,062.05	
RECIEPTS					
SECOND LOCAL OPTION FUEL (5 CE	10/31/10	1011 STATE OF FLORIDA		9,422.52	
	11/30/10	1108 STATE OF FLORIDA		8,888.18	
	12/31/10	1208 STATE OF FLORIDA		9,471.52	
	01/31/11	109 STATE OF FLORIDA		8,929.40	
	02/28/11	210 STATE OF FLORIDA		10,087.49	
	03/31/11	309 STATE OF FLORIDA		9,039.17	
	04/30/11	413 042111 STATE OF FL		9,850.08	
	05/31/11	512 052411 STATE OF FLORIDA		10708.44	
EXPENDITURES					
ROAD AND STREETS (5 CENT)	11/30/10	1338 110110 A&B ENGINEERING INC	4,960.00		
	11/30/10	1352 111510 A&B ENGINEERING INC	1,500.00		
	02/28/11	1409 020711 LGWCD	2,827.02		
148th TERR BRIDGE(5)/CULVERT	05/31/11	1492 050211 PALM BEACH NEWSPAPERS	350.00		
148th TERR BRIDGE(5)/CULVERT	05/31/11	1494 050211 THE TOWN-CRIER	126.00		
AVAILABLE BALANCE (5 CENT)			9,763.02	269,458.95	259,695.93
TOTAL					579,689.49

## CHECK HISTORY REPORT

SORTED BY CHECK NUMBER

ACTIVITY FROM: 06/01/11 TO: 06/30/11

BANK CODE: A Wachovia Bank, NA

CHECK NUMBER	CHECK DATE	VENDOR NUMBER	NAME	CHECK AMOUNT
001531	06/13/11	0000105	AT&T	286.48
001532	06/13/11	0000106	AT&T U-verse	85.00
001533	06/13/11	0000107	Calvin, Giordano & Assoc., Inc	735.00
001534	06/13/11	0000120	Frank Schiola	975.00
001535	06/13/11	0000124	Goren, Cherof, Doody, Ezrol	7,024.50
001536	06/13/11	0000128	Land Research Management	3,718.75
001537	06/13/11	0000129	LGWCD	450.00
001538	06/13/11	0000146	PBSO	22,898.75
001539	06/13/11	0000156	The Town-Crier	252.00
001540	06/13/11	0000157	Waste Pro	36,585.38
001541	06/13/11	0000166	Lowe's Removal Service	275.00
001542	06/13/11	0000169	Cindy Corum	263.00
001543	06/13/11	0000171	Nowlen, Holt, & Miner, P.A.	3,000.00
001544	06/13/11	0000193	Tew and Taylor, Inc.	1,755.00
001545	06/13/11	0000205	C.E.R.T.S.	77.00

BANK A TOTAL: 78,380.86

REPORT TOTAL: 78,380.86



**Item 9.b.**

**OLD BUSINESS**

**Financial System Software**



**RFP NO. 2014-01**

**Integrated Municipal Financial System Software as a Service (SaaS)**  
**and related implementation services**

**14579 Southern Boulevard  
Suite 2  
Loxahatchee Groves, FL 33470**

## PUBLIC NOTICE

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### **Request for Proposal Software as a Service (SaaS) Integrated Municipal Financial System**

The Town of Loxahatchee Groves ("Town") requests interested parties to submit sealed Proposals (RFP) for an integrated Municipal Financial System Software as a Service (SaaS) and related implementation services.

Hard copies of the Request for Proposals will be available Monday through Friday, 9:00 AM to 4:00 PM at the Town Hall Offices at the following address:

Town of Loxahatchee Groves  
14579 Southern Boulevard, Suite 2  
Loxahatchee Groves, FL 33470  
561-793-2418

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

**RFP No: 2014-01**

**Proposal Title: Municipal Financial System Software as a Services (SaaS)  
and related implementation services**

**Proposal Submission Deadline: May 23, 2014, 2:00PM**

**RFP OPENING WILL OCCUR IMMEDIATELY FOLLOWING THE SUBMISSION  
DEADLINE.**

This Request for Proposals (RFP) is available at [www.onvia.com](http://www.onvia.com) or can be downloaded at the Town's website at: [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov) .

PUBLISH: Palm Beach Post  
April 18, 2014 and April 21, 2014

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# Request for Proposal Software as a Service (SaaS) Integrated Municipal Financial System

DATE: April 1, 2014

RFP No. 2014-01

The Town of Loxahatchee Groves is accepting sealed proposals from qualified municipal software firms to provide an integrated municipal financial system Software as a Service and related implementation services.

Sealed proposals for an integrated Municipal Financial System Software as a Service (SaaS) and related implementation services will be received at the Town Hall Office at 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida until 2:00PM after which time proposals will be publicly opened and read.

## **MARK ENVELOPES:**

RFP No. 2014-01

Proposal Name: Municipal Financial System Software as a Service (SaaS) and related implementation services.

Proposal Submission Date: May 23, 2014, 2:00 PM

Proposals shall be submitted in accordance with the attached specifications. In submitting your proposals, your company shall use the attached specifications and proposal forms. Proposal responses are not accepted via fax transmission.

All proposals shall specify terms and show delivery dates. The Town of Loxahatchee Groves reserves the right to accept or reject any or all proposals or part thereof, to advertise for proposals a second time, and to waive any minor irregularities in any RFP's.

The Town of Loxahatchee Groves intends to reserve unto itself all rights to contract for whatever arrangement it may deem to be most favorable to the interests of the Town of Loxahatchee Groves.

## FURTHER INSTRUCTIONS TO PROPOSERS

Any and all proposals must be delivered to the TOWN OF LOXAHATCHEE GROVES, 14759 Southern Boulevard, Suite 2, Loxahatchee Groves, FL 33470. If more than one proposal is submitted, a separate proposal form must be used for each. Unless otherwise specified in the RFP document the Town reserves the right to accept any item in the RFP on an individual basis.

Municipalities are exempt from Florida State Sales taxes. Do not include such taxes in the proposal figure. The Town will furnish the successful PROPOSER with tax exemption certificates when requested.

Completed forms may be duplicated as required. Seven (7) copies and two (2) CD or DVD electronic format in Microsoft Doc or Adobe PDF of the complete package shall be submitted at the time of proposal submission.

**TIMELY SUBMITTALS:** Late submittals will not be accepted.

All items shall be F.O.B. delivered in accordance with specifications if applicable.

Forms are enclosed or obtainable at the Town Hall offices or Town's Website at [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov).

## GENERAL REQUIREMENTS

PROPOSER is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Invitation to Proposal, and in furtherance thereof may demand and obtain records and testimony from the PROPOSER and its subcontractors and lower tier subcontractors. PROPOSER understands and agrees that in addition to all other remedies and consequences provided by law, failure of the PROPOSER or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this contract. PROPOSER 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 PROPOSER, its subcontractors or lower tier subcontractors.

## SPECIAL INSTRUCTIONS

Between the time of the formal opening of sealed proposals and the final proposal award, it shall be the responsibility of the PROPOSERS to request information they might need regarding such proposals.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the Town until the agreement has been executed.

## LOBBYING ACTIVITIES

Any PROPOSER submitting a response to this Request for Proposals (RFP) must comply, if applicable, with Town of Loxahatchee Groves Ordinance No. 2009-01. Copy of Ordinance No. 2009-01 may be obtained from the Town Clerk's Office, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470.

## 1.0 PROJECT OVERVIEW

The Town of Loxahatchee Groves, FL is accepting sealed proposals from qualified companies to provide a fully integrated municipal financial system and implementation of Software as a Service (SaaS) in accordance with the specifications contained in the Request for Proposals (RFP).

The Town had its first Loxahatchee Groves Town Council inaugurated on March 12, 2007. The Town has a current population of approximately 3,200 residents within the almost 13 square mile Town limits. The Town has no employees, but has a contract for management services, which is paid from its annual operating budget of about \$1.8 million. The Town has three governmental funds, General Fund, Transportation Fund, and Capital Improvement Fund. The Town also has one proprietary fund for Solid Waste. Loxahatchee Groves does not have a utility operation. Loxahatchee Groves has neither technology department nor its own hardware; the Town does have personal computers with internet access.

The Town does not intend to purchase hardware or software but is seeking qualified vendors to supply Software as a Service (SaaS) contract that provides secure software services that is accessible at the software supplier's location. The system should have redundancy to protect the data the Town will provide in an industrial strength data center that complies with SAS 70 Type II standards.

The software applications identified later in this request must comply with Generally Accepted Accounting Principles (GAAP), and the Governmental Accounting Standards Board (GASB) promulgations. Data from the Town's PC's to the PROPOSER'S data center should be encrypted during transmission between the Town and the data center.

The Town is requesting proposals and prices for 2 concurrent licenses (seats) which will allow the Town's staff to input data elements, and print both reports and accounts payables checks on local multi-purpose copier, printer, scanner.

The Town of Loxahatchee Groves plans to contract for Software as a Service (SaaS) its municipal software system. The schedule for this project is anticipated to be as follows:

Issue Request for Proposals (RFP):	April 16, 2014
Pre-proposal meeting:	None
Last Date for TOWN to receive inquiries:	May8, 2014
RFP Submission Date:	May 23, 2014
Demo Presentation of selected PROPOSERS begin:	TBA
Selection of Software by FAAC:	May 27, 2014
Town Council Contract approval:	June 3, 2014
Implementation begins:	TBA
Implementation ends:	TBA

Office hours to the public are 9 AM until 4:00 PM Monday through Friday, excepting holidays.

## 2.0 BACKGROUND INFORMATION

For purposes of this proposal, the Town of Loxahatchee Groves will hereby be referred to as "Town" and the private software firm shall hereby be referred to as "PROPOSER or Contractor." The Town requests proposals for the installation/implementation, configuration, initial training of an integrated Municipal Finance Software System which is provided as a SaaS system and hereby is referred to as "System". The goal is to implement a system that will allow for greater efficiency, effectiveness, and redundancy.

This SaaS RFP will ideally provide the following services:

- General Ledger that includes standard reporting features
- Budgeting/Appropriations
- Purchasing/Encumbrance Reporting
- Accounts Payable
- Fixed Assets/Capital Projects
- Accounts Receivable/Invoicing
- Cash Receipting
- Grant/Project Accounting

The Town expects all necessary design, installation, conversion, and training be covered in the response for this proposal.

Installation/implementation and training costs should be included in the cost. A high level of implementation and training hours should be assumed, as there is limited Town staff available.

### 3.0 INSTRUCTIONS TO PROPOSERS

**Official Document:** The Town of Loxahatchee Groves is officially distributing this proposal document through the Town offices, Town website, and Onvia. Copies of documents obtained from any other source are not considered official copies. Only those Contractors who obtain proposal documents from the Town, its website, or Onvia system are assured access to receive addendum information, if issued. Should you obtain this document from a source other than the sources indicated; it is recommended that you register with the Town, or on the Onvia site at [www.onvia.com](http://www.onvia.com).

Submission of a proposal indicates that you agree with the requirements and have met the specifications of this RFP, unless you specifically express an objection by noting objection in a section of the proposal labeled "Exceptions and Special Considerations". Any changes or clarifications made to this RFP subsequent to its release will be posted on the Town's website listed as "Addendum 1", "Addendum 2", etc. There will be no pre-proposal meeting.

Seven paper copies and two electronic copies of the sealed proposal shall be submitted bearing the name of the PROPOSER and clearly endorsed to read:

"RFP No. 2014-01 for Municipal Financial Systems Software  
Attention: Town Clerk  
Town of Loxahatchee Groves  
14579 Southern Boulevard, Suite 2  
Loxahatchee Groves, FL 33470

no later than 2:00 PM EST, Friday, May 23, 2014. Any document submitted after the due date and time will be rejected for not meeting the specifications of this RFP.

All inquiries concerning this RFP should be in writing, or emailed to: [mkutney@loxahatcheegrovesfl.gov](mailto:mkutney@loxahatcheegrovesfl.gov). All inquiries must be received at least fifteen (15) days prior to the proposal due date in order to have sufficient time to respond back to all PROPOSERS. Exceptions or deviations from the specifications stated in this RFP must be clearly identified and noted in a section titled "Exceptions and Special Considerations."

In addition, the Town is open to any special software applications or suggestions that you believe would be of benefit to the Town. These should be provided in "Exceptions and Special Considerations" section. It should not replace the specifications in this RFP.

Quoted proposals must remain valid for 120 days from proposal opening. The contractor must include all completed Proposal Forms included in the RFP. It is the responsibility of the PROPOSER(S) to understand all details of this RFP. The PROPOSER(S), by submitting a proposal indicates a full understanding of all details and specifications of this RFP, and is responsible for any costs incurred in responding to the proposal.

Alternative proposals departing from the specifications in this RFP will not be accepted. PROPOSER(S) are encouraged to describe, in writing, software that is in full agreement with the request as well as suggested alternatives in sufficient detail to permit evaluation. PROPOSERS may be required to make oral presentations of their proposals. The Town will schedule these presentations if required and any presentations may be recorded.

The PROPOSER(S) must be recognized as an authorized distributor, (if applicable) of the proposed items and must be able to provide turnkey installation and implementation, training and maintenance of the System.

Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 120 days, to offer the Town the services set forth in the proposal. A PROPOSER'S proposal shall be binding on the PROPOSER 120 days from the time of opening of the PROPOSER'S response. Each person signing the proposal certifies that he/she: a) is the person in the PROPOSER'S organization responsible and authorized for the decision as to the prices being offered in the proposal.

Documents contained in a PROPOSER'S proposal will be considered public and subject to applicable Florida laws, and review of the public if requested. All PROPOSERS will be advised of a decision after it has been made by the Town. The Town reserves the right to reject any or all proposals, waive informalities, or accept any proposal, in whole or in part it deems to be in the Town's best interest. The Town reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within (20) business days after the award of the proposal.

The Town is not obligated to accept the lowest proposal(s). The Town reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

#### 4.0 AWARDED CONTRACTORS RESPONSIBILITIES

**Contract:** The PROPOSER whose proposal is accepted will be required to execute the contract within twenty (20) business days after receiving notice of such acceptance; and in case of refusal or failure to do so, may be considered to have abandoned all their rights and interests in the award and the contract may be awarded to another.

The Contractor selected to provide the services requested herein shall be required to execute a contract with the Town, which shall include, but not be limited to the following:

- A. The initial term of the Contract shall be for five (5) years.
- B. The Town shall have the option to extend the contract for two (2) additional, three (3) year periods at its sole discretion and at mutually acceptable terms and conditions.
- C. Extension of the term of the Contract beyond the initial period is an option of the Town to be exercised in its sole discretion and which does not confer any rights upon the respondent.

The awarded Contractor shall appoint a Project Manager who will represent the Contractor and manage the project. This individual shall remain on the project until completion, coordinate Contractor activities and report Contractor progress to Town in writing on at least a weekly basis or as requested.

The Town intends that the specifications, contract and the accompanying documentation to describe and provide for a finished properly functioning system. Contractor will understand that the work herein described will be complete in every detail, although they do not mention every aspect necessarily involved. Should any error or inconsistency appear in the RFP or any accompanying documentation, Contractor, before continuing with the work will mention the same to the Town for proper adjustment, and never will the Contractor continue with the work in uncertainty.

PROPOSER will also provide information on the software version level of each module proposed and where the component is in its life cycle. All documentation shall be maintained in current condition on Town's premises and be of the version installed.

The awarded Contractor will assume responsibility for all services offered, regardless of the actual provider. The awarded Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **Insurance:**

The Contractor will be required to furnish evidence of insurance within 20 days after notification of award to the Town Manager. Information regarding any insurance requirements shall be directed to Mark Kutney, Town Manager at (561) 793-2418.

The Contractor shall procure and maintain required insurance during the term of the contract. **See 8.0 Additional Forms; 8.5 Indemnification and Insurance Form.**

## **5.0 PROPOSAL FORMAT**

Each PROPOSER shall format the proposal in tabbed sections as described below with each section clearly labeled.

- 5.1 Cost Proposal and Proposal Form
- 5.2 Contractor Information
- 5.3 Exceptions and Special Considerations
- 5.4 Required Capabilities
- 5.5 Installation, Data Conversion
- 5.6 Training
- 5.7 Product information

## 5.1 – Cost Proposal

This section should contain a completed Proposal Form found in **8.0 Additional Forms, 8.3 Proposal Form**. Include the signed Proposal Form in this section. Please note that a listing of additional modules that you may want to quote that are not part of the base proposal requested shall be included in **5.0 Proposal Format, 5.3 Exceptions and Special Considerations** only of the Proposal.

## 5.2 – Contractor Information

This section should contain a completed Proposal Acknowledgement Cover Page found in **8.0 Additional Forms, 8.1 Proposal Acknowledgement Cover Page**.

All of the below questions/requirements shall be addressed in addition to any other information you would like to provide. Please provide the following Contractor information: (Local is defined as in Florida.)

1. Tax ID
2. Name of Company:
3. Address:
4. Phone:
5. Web address:
6. Headquarters Location:
7. Contract Manager Name, phone and email:
8. Number of Proposed SaaS Systems Installed:
9. Number of Proposed SaaS Systems Installed at Municipalities:
10. Name Municipality:
11. Total Number of SaaS Systems Installed:
  
12. Does the PROPOSER maintain the product or use business partners?  
Explain.
  
13. Does the PROPOSER maintain a support call-in center for problems?
14. Does the PROPOSER provide on-site assistance if it is required?
15. Does the PROPOSER maintain a web portal for customers to access technical support and documentation? Please provide access to this site so Town may review.
16. Software Support Business Hours (Eastern Standard Time)
17. Describe relevant experience of the PROPOSER's personnel that will be implementing the software.
18. What is the median size of your client base (measured by population)?
  
19. Please provide at least three (3) references of current customers for which you have installed SaaS Municipal Software Systems. These customers should be of similar size and complexity as what is being proposed. Generic references are not acceptable.
  - A. Include name of client, contact name, phone number and year of installation.
  - B. Provide a complete customer list for the last three years.
  
20. Please provide evidence of the financial stability of your company. To be considered as a final contender in this award, you may be asked to submit financial statements.
21. Is there any plan for discussion for a change in ownership of the entity?

22. Is there any plan or discussion of bankruptcy or any event that would be negative for the entity?

23. Has your company had any contract terminated for cause during the last 5 years? If so, please provide details of each such occurrence.

### **5.3 – Exceptions and Special Considerations**

Exceptions or deviations from the specifications stated in this RFP must be clearly identified. Any stated requirements that your proposal does not meet must be clearly noted in this section. If an exception is not listed, it will be understood by Town and Contractor that the requirement will be met under the general understanding and pricing quoted under **Section 5.1 Cost Proposal**.

The Town is open to any additional applications that you believe would be of benefit to the Town. It should not replace these specifications. Include additional applications in this section. Quoted price for additional applications should be included. If the Contractor prefers to provide the server hardware and software, include it in this section.

### **5.4 – Contract Management, Installation, Data Conversion**

The Contractor will manage, convert data, and configure product so that it meets the needs of the Town as outlined in this RFP.

Provide a detailed Project Schedule that will cover system development, meetings, database conversion and/or creation, training, and any other appropriate tasks. The schedule must indicate time estimates by major milestones and sub-tasks.

### **5.5 – Training**

State the number of trainers on staff and the modules they teach for implementation purposes. Training should be on-site and at a time most convenient to the Town so not to disrupt office productivity and customer service.

Training documentation should be provided including an electronic copy. The Contractor must provide a complete application training outline for Town staff including system, operation, and use of all software included with the system.

The Contractor will present the recommended training in outline form showing subject title and length of time required. Describe the contractor's support staff that will be available to the Town after implementation is complete.

### **5.6 – Product Documentation**

This section should contain product documentation of the items you are including in the system. Include any other documentation you think may be pertinent to the system.

## 6.0 PRICING AND PAYMENT TERMS

Systems pricing will be based on a turnkey installation and will include the following:

- All training expenses;
- No taxes (the Town is exempt from Florida sales and excise taxes);
- Any other charges necessary to complete a turnkey installation.

Prices shown for system shall be complete and shall include all installation, configuration, training, conversion, documentation and any other charges necessary. Proposed pricing shall be held available for at least 120 days from proposal opening.

### **Billing by Contractor:**

1. The Contractor shall provide invoices to the Town of Loxahatchee Groves in a timely manner.
2. Each request for payment will clearly include the Purchase Order/Work Authorization number issued by the Town before it will be considered for payment.
3. Each invoice must provide sufficient detail reflecting services performed.

### **Payment by Town:**

1. The Town will make payments as work progresses based on 90% of the Contractor's approved monthly invoices.
2. The final 10% will be withheld until after the system has been accepted by the Town. Final payment by Town will not be made until System(s) have been accepted as in **7.0 System Acceptance**.

The Town reserves the right to take advantage of any system changes or software upgrades prior to final acceptance.

## **7.0 SYSTEM ACCEPTANCE**

System acceptance will take place upon demonstration by the Contractor that the requirements of this RFP have been met and that all Contractor services are in place and working without malfunction.

Systems acceptance will include:

- 1) Demonstration that all modules, features, etc. have all been provided as ordered and are in proper working order;
- 2) Verification that all preliminary documentation has been delivered;
- 3) Confirmation that troubles reported within two weeks of completed installation have been resolved;
- 4) Reconciliation of all charges.

Final acceptance by Town will be evidenced by final payment. Final payment by Town will not be made until System(s) have been accepted as defined above.

## **8.0 ADDITIONAL FORMS**

All forms must be completed, signed and returned and included as part of the PROPOSER'S complete Proposal.

8.1 Proposal Acknowledgement Form

8.2 Municipal Proposal Form

8.3 Proposal Proposal Form

8.4 Certificate of Authority

8.5 Insurance Requirements

8.6 Affirmative Action Policy

8.7 Non-Collusive Affidavit

**PROPOSAL ACKNOWLEDGEMENT COVER PAGE**

<b>SUBMIT BIDS TO:</b> Town of Loxahatchee Groves Attn: Clerk's Office 14579 Southern Blvd., Suite 2 Loxahatchee Groves, FL 33470	<b>REFER ALL INQUIRIES TO PRIMARY CONTACT:</b> Town Manager 14579 Southern Blvd, Suite 2 Loxahatchee Groves, FL 33470 Ph:(561) 793-2418/Fax: (561) 793-2420	<h2 style="margin:0;">Town of Loxahatchee Groves</h2> <h1 style="margin:0;">PROPOSAL REQUEST</h1>
<b>BID TITLE:</b> <b>Integrated Municipal Financial System Software as a Service (SaaS)</b>		<b>BID NO:</b> <b>2014-01</b>

<b>NAME OF FIRM, ENTITY, or ORGANIZATION:</b>				
<b>NAME OF CONTACT PERSON</b>	<b>VENDOR MAILING ADDRESS:</b>	<b>CITY:</b>	<b>ZIP:</b>	<b>STATE:</b>
<b>TITLE</b>	<b>VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):</b>	<b>CITY:</b>	<b>ZIP:</b>	<b>STATE:</b>
<b>PHONE NUMBER:</b>		<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):</b>		
<b>EMAIL ADDRESS:</b>		<b>STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)</b>		
<b>FAX NUMBER:</b>				
<b>ORGANIZATIONAL STRUCTURE (Please Check One):</b>				
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>				
<i>If Corporation, please provide the following:</i>				
(A) Country of Incorporation: _____		Date of Incorporation: _____		(B) State or _____
<small>Month / Day / Year</small>				

I certify that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this RFP and certify that I am authorized to sign this RFP for the proposer and that the proposer is in compliance with all requirements of the RFP, including but not limited to, certification requirements.

/	/	
<b>AUTHORIZED SIGNATURE (MANUAL)</b>	<b>AUTHORIZED SIGNATURE (PRINT OR TYPED)</b>	<b>TITLE (PRINT OR TYPED)</b>

**RFP PROPOSAL FORM  
RFP NO. 2014-01**

TO: Town Manager  
Town of Loxahatchee Groves  
14579 Southern Boulevard, Suite 2  
Loxahatchee Groves, FL 33470

The undersigned, as Proposer, does hereby declare that he/she has read the Introduction, Procedures, General Requirements, Insurance Requirements, General Specification, Proposal Forms, and any other documentation for

**Municipal Financial System Software as a Service (SaaS)  
and related implementation services**

and further agrees to furnish all items listed below in accordance with the Price(s) submitted. The above-specified documents are herein incorporated into the Proposal Form and shall be defined as the contract documents. The Town is requesting proposals and prices for 2 concurrent licenses (seats) which will allow the Town's staff to input data elements, and print both reports and accounts payables checks on local multi-purpose copier, printer, scanner.

System Initiation	Initial Fee	Annual Fee (If Applicable)
Installation	\$	\$
Conversion	\$	N/A
Training	\$	\$
On-going Training	\$	N/A
Service Description	Per Seat Monthly Fee	Annual Fee
	\$	
	\$	
	\$	
	\$	

Please provide other pertinent information the Town needs to understand and associated cost analysis below (if more space is needed include an additional page) :

**RFP PROPOSAL FORM**  
**RFP NO. 2014-01**

Total Start-up Costs:	\$
Total Annual Fees:	\$
Total First 12 Month Cost:	\$
Total Monthly Cost in Year 2	\$
Total Monthly Cost in Year 3	\$
Total Monthly Cost in Year 4	\$
Total Monthly Cost in Year 5	\$

Notice Needed Prior to Commencement: \_\_\_\_\_ calendar days.

NOTE: Town of Loxahatchee Groves official proposal openings are open to the public. Citizens and submitting proposals are encouraged to attend. However, if you are unable to attend, but wish to obtain the unofficial results, you may do so by visiting our website at [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov) under Bids. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: \_\_\_\_\_

## MUNICIPAL PROPOSAL FORM

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein.

Proposer specifically understands that the Town reserves the right to contract with as many vendors as it deems necessary for an integrated Municipal Financial Software System Solution as a Service and related implementation services.

Proposer further agrees that this Proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

**Submitted by Authorized Agent:**

---

**Signature**

---

**Print Name & Title**

**Certification Form (Page 1 of 4)**

**CERTIFICATE OF AUTHORITY**  
(IF CORPORATION)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Secretary: \_\_\_\_\_

(SEAL)

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



**Certification Form (Page 3 of 4)**

**CERTIFICATE OF AUTHORITY**  
(IF JOINT VENTURE)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

organized and existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and is hereby authorized to execute the Proposal or Bid dated, \_\_\_\_\_ 20\_\_\_\_\_, to the Town of Loxahatchee Groves and this Joint Venture and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

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

**Certification Form (Page 4 of 4)**

**CERTIFICATE OF AUTHORITY**

(OTHER)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Signer's Name) (Title)

\_\_\_\_\_  
(Name of Entity)

An entity lawfully organized and existing under the laws of the State of \_\_\_\_\_, the following Resolution was duly passed and adopted on \_\_\_\_\_ day of \_\_\_\_\_, 2013.

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_  
(Signer's Name) (Title)

\_\_\_\_\_  
(Name of Entity)

In accordance with all of its documents of governance and management and the laws of the State of

\_\_\_\_\_ is empowered and authorized on behalf of \_\_\_\_\_  
(Name of Entity)

to execute the Proposal or Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Loxahatchee Groves and

\_\_\_\_\_ and that their execution  
(Name of Entity)

thereof, attested by the Secretary of the \_\_\_\_\_  
(Name of Entity)

,and with the Official Seal affixed, shall be the official act and deed \_\_\_\_\_  
(Name of Entity)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of

\_\_\_\_\_, this \_\_\_\_\_, day of \_\_\_\_\_, 2013.  
(Name of Entity)

Secretary: \_\_\_\_\_

(SEAL)

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

## Indemnification and Insurance

### INDEMNIFICATION

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

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

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

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

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

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

Indemnification and Insurance (cont.)

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

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

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

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

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

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

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

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

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

Proposer: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Company name)

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

# Sample Affirmative Action Policy

*For Equal Employment Opportunity*

## AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT

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

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

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

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

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

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

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

(SIGNATURE/TITLE): \_\_\_\_\_

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





**Item 9.c.**

**OLD BUSINESS**

**Road Improvement Policy**

## Methodology for the Prioritization of Town Roads Improvements

Goal: The Town shall balance the public service needs of the community with the fiscal capabilities. New programs, services, or facilities shall be based on general citizen demand, need, or legislative mandate. The Town shall provide funding for public services on a fair and equitable basis, and shall not discriminate.

1. Incorporate existing Town roads provided by LGWCD into plan to meet the Goals of service needs, fiscal capabilities managed on a fair and equitable basis.
  - a. Existing OGEM roads are now Town roads at a construction price of about \$1.5 million
    - i. Excess borrowed funds in LGWCD used to liquidate ~\$1.0 million outstanding loan
    - ii. Funding provided from transfer to LGWCD discontinued
    - iii. Town annually appropriates \$150,000 to pay for existing transferred roads
2. What funding level is the Town willing to commit?
  - a. Millage increase
  - b. Reduction in expenses
  - c. Bond Referendum through dedicated millage
  - d. Expansion of other revenue sources
3. Establishment of prioritization
  - a. Road improvements should be based on a cost benefit analysis, i.e., the greatest benefit to the most people at the least cost per capita
    - i. Would residents on prioritized Roads be in favor of such improvements?
  - b. Random selection for improvements
    - i. Would residents on random selection be in favor of such improvements?
  - c. Improve Roads classified in the most deteriorated conditions
    - i. Would residents on road classified in the most deteriorated conditions be in favor of such improvements?
4. Selection of Identified Roads
  - a. Cost Benefit Analysis for selection for funding
  - b. Random selection for funding (pulling out of a hat)

## Methodology for the Prioritization of Town Roads Improvements

5. Upon identification and consent for selected road improvement by citizens
  - a. Legal requirements are completed
  - b. Survey completed if necessary
  - c. Plan & Design Bid Specifications for Improvements by Town Engineers
  - d. Drainage accommodation with respect to improvements

DRAFT



**Item 9.d.**

**OLD BUSINESS**

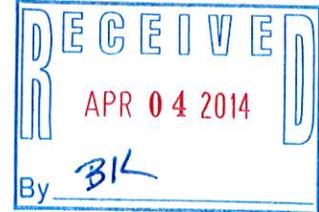
**Piggybacking – North Florida Emulsions**

**NORTH FLORIDA EMULSIONS, INC.**  
701 North Moody Road #15  
Palatka, Florida 32177  
(386) 328-1733 Fax (386) 328-1887  
[Northflemulsions@bellsouth.net](mailto:Northflemulsions@bellsouth.net)



April 3, 2014

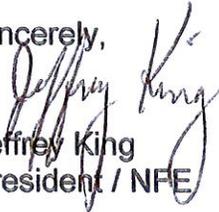
Loxahatchee Groves  
Water Control District  
Loxahatchee, Florida 33470  
Attn: Mr. Mark Kutney



**RE: Pricing for 3 roads located inside Loxahatchee Grove Water Control**

North Florida Emulsions, Inc. offers to allow Loxahatchee Groves Water Control District to piggyback off of our Volusia County Contract for the 3 roads that you have lined up for this project. (Marcella Road, Brian Road and Compton Road). We have attached the full contract for your review along with the Quotes for the 3 roads. If you have any questions please feel free to contact us anytime.

Sincerely,

  
Jeffrey King  
President / NFE

**AGREEMENT TO "PIGGYBACK" CONTRACT FOR PAVEMENT  
RECONSTRUCTION AND PRESERVATION WORK  
BETWEEN NORTH FLORIDA EMULSIONS, INC. AND VOLUSIA COUNTY,  
FLORIDA**

This **AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of April, 2014 (the "Effective Date"), by and between:

**TOWN OF LOXAHATCHEE GROVES**, a municipal corporation existing under the laws of the State of Florida, hereafter referred to as "TOWN,"

and

**NORTH FLORIDA EMULSIONS, INC. ("NFE")**, A Florida for-profit Corporation.

**WITNESSETH:**

**WHEREAS**, on June 16, 2011, North Florida Emulsions, Inc. ("NFE"), a Florida corporation, was awarded a Contract by the County of Volusia, a political subdivision of the State of Florida, pursuant to Invitation to Bid 11-B-31CR for Pavement Reconstruction and Preservation Work (the "Contract"), and,

**WHEREAS**, the County of Volusia Bid 11-B-31CR authorized other government agencies to participate in the same prices, terms and conditions as any contract awarded pursuant to that Bid, and the County of Volusia has confirmed in writing that the Town may participate in the County of Volusia Contract with NFE; and,

**WHEREAS**, the Town has the legal authority under Ordinance 2008-09, to use other governmental agency contracts, commonly referred to as "piggybacking," when seeking to utilize the same or similar services provided for in the said contract; and

**WHEREAS**, the Town desires to "piggyback" onto the above referenced Contract between NFE and the County of Volusia for utilization of unit pricing for Micro Surfacing Rut Fill and Micro Surfacing Double Application Work on Town Roads listed herein pursuant to Purchase Orders issued by the Town as authorized by the Town Council (the "Work") and NFE consents to the aforesaid "piggybacking".

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments hereafter set forth, TOWN and NFE agree as follows:

1. NFE affirms and ratifies the terms and conditions of the above referenced Contract with the County of Volusia. Copies of the Contract Documents are attached hereto as Exhibit "A".

2. The Town is contracting with NFE to perform the Work on three roadways with the Town:
  - a. Bryan Road, pursuant to the written proposal dated April 3, 2013;
  - b. Compton Road, pursuant to the written proposal dated April 3, 2013; and,
  - c. Marcella Boulevard, pursuant to the written proposal dated April 3, 2013.

Copies of the three (3) proposals are attached hereto as Composite Exhibit "B".

3. The Town will issue written Purchase Orders for each of the roadways.
4. NFE agrees to perform the Work for the Town in accordance with the terms of said Contract and Purchase Orders until the Work is completed.
5. The Town agrees to utilize the services of the NFE in a manner and upon the terms and conditions as set forth in the Contract with the County of Volusia, subject to the following amendments thereto:
  - a. All references to the "County of Volusia" shall be as to the "Town of Loxahatchee Groves."
  - b. All references to "County" shall be as to "Town."
  - c. All references to "Director of Purchasing and Contracts" or "Contracting Officers" shall be as "Town Manager."
  - d. Section 1.0 entitled "Scope of Work" is amended to read as follows:

#### **SCOPE OF WORK**

The work involved in this project shall consist of the roadway work described in paragraph 2 above, and as described in the Exhibits reflecting the Technical Specifications in the amended Section 1.1

- e. Section 1.1 entitled "Technical Specifications" is amended to reflect the Technical Specifications for the Project as described in paragraph 2 above, as follows:

Exhibits 3, 4, 5, 6, 7, 8, 9, 12 and 13 are not a part of this Contract.

Exhibit 2 is amended to delete the reference to "Dust Abatement."

Exhibit 11 is amended to delete the reference to "opposite drive driver stations."

Exhibits 1, 2, 10 and 11 are attached hereto and incorporated herein except for the amendments to Exhibits 2 and 11 described herein.

- f. Section 2.13(B) is amended to delete the reference to “County Chair.”
- g. Section 2.13(C) is amended to replace the contact telephone number to be 561-793-2418.
- h. Section 2.16, entitled “Payment Terms” is amended to delete paragraph (C).
- i. Section 2.23 of the Agreement, entitled “Governing Law and Venue,” is amended to reflect that jurisdiction and venue shall be in the Courts of Palm Beach County, Florida, or the United States District Court in and for the Southern District of Florida, West Palm Beach Division.
- j. Section 2.25, entitled “Award Term” is deleted in its entirety. The Contract is limited solely to the Work on the roadways listed in paragraph 2 above.
- k. Sections 2.26 through 2.29 are deleted in their entirety.
- l. Section 2.39, entitled “Records & Right to Audit,” is amended to add the following language:

NFE shall, upon request from the Town, provide the Town with public records that may be requested from the Town in order to provide the public with access to such public records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the TOWN, at no cost, all public records in possession of the NFE upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt.

- m. Section 2.51 is amended as follows:
  - i. Contract Administrator shall be the Town Manager.
  - ii. The term County shall be deleted, and replaced with the term “Town”, which shall mean the Town of Loxahatchee Groves. All references to “County” shall be as to “Town.”
  - iii. The term “County’s Project Manager” shall be replaced with “Town Project Manager.” All references to the “County’s Project Manager” shall be “Town Project Manager.”
  - iv. The term of “Director” is replaced with the term “Town Manager,” which is defined as the Town Manager of the Town of Loxahatchee Groves. All references to “Director” shall be to “Town Manager.”

- n. Notices. Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for in this article. For the present, the Parties designated the following:

**AS TO TOWN:**

Mayor David Browning  
Town of Loxahatchee Groves  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

**With copies to:**

Mark Kutney, Town Manager  
Town of Loxahatchee Groves  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

**And**

Michael D. Cirullo, Jr., Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, FL 33308

**AS TO NFE:**

Jeffrey D. King, President  
701 North Moody Road, # 15  
Palatka, FL 32177

- o. A new Section, entitled "PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL," is added to the Agreement, to read as follows:

**PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.**  
NFE is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from NFE and, any, if applicable, subcontractors and lower tier subcontractors.

NFE understands and agrees that in addition to all other remedies and consequences provided by law, failure of NFE 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. NFE shall be responsible for all costs incurred by it as a result of any review involving it by the Inspector General; and, in the event of an adverse determination caused by NFE, or if applicable, subcontractors and lower tier subcontractors. NFE shall be responsible for the TOWN'S costs of such Inspector General review.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement between TOWN and NFE, on the respective dates under each signature: TOWN, signing by and through its \_\_\_\_\_, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2014 and North Florida Emulsions, Inc., signing by and through its \_\_\_\_\_, authorized to execute same by action on the \_\_\_\_ day of \_\_\_\_\_, 2014.

Executed by **TOWN** this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**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 **NORTH FLORIDA EMULSIONS, INC.** this 9<sup>th</sup> day of April, 2014.

**NORTH FLORIDA EMULSIONS, INC,**  
a State of Florida corporation

ATTEST:

By Jeffrey King  
Title President

[Signature]  
Secretary

EXHIBIT "A"

COUNTY OF VOLUSIA BID DOCUMENTS AND EXHIBITS

<b>June 16, 2011</b>		<b>AGENDA ITEM</b>		<b>Item 19</b>
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution
<input checked="" type="checkbox"/> Other				
<b>Department:</b> Public Works		<b>File Number:</b> VC-1306159128325-A		
<b>Division:</b> Road and Bridge				
<b>Subject:</b> Multiple bid award for various asphalt roadway repair systems.				
<b>Account Number(s):</b> Local Option Gas Tax 103-710-4330-6530 for \$500,000.00 Stormwater TMDL Capital Improvement Funds 159-751-2500-3400 for \$250,000.00 Road and Bridge Contracted Services Funds 103-750-3000-3400 for \$100,000.00 West Highlands Special Assessment District Maintenance Funds 119-750-7001-3400 for \$100,000.00				
<b>Total Item Budget:</b> \$950,000.00				
<b>Staff Contact(s):</b> George Recktenwald Phone: 386-736-5965 ext. 2207 Judy Grim, P.E Phone: 386-822-6422 ext. 6422 Gerald N. Brinton, P.E. Phone: 386-736-5967 ext. 2294				
<b>Summary/Highlights:</b> <i>ITB 11-B-3ICR</i> The county received six bids, detailed on the attached tabulation sheet, for various asphalt repair services, including roadway full depth reclamation, cold in place asphalt recycling, asphalt fog sealing, and chip sealing. There is no guaranteed amount of work for any firm. The total maintenance service may be \$950,000. Staff believes that it is in the best interest of the county to award to all vendors and contact the one with the lowest bid price for the service type. Staff recommends award to the following vendors: <b>Asphalt Paving Systems Inc., Hammonton, NJ; Asphalt Recycling Inc., Melbourne Beach, FL; E.J. Breneman L.P., West Lawn, PA; Halifax Paving Inc., Ormond Beach,</b>				
<b>Recommended Motion:</b> Approval.				
George Recktenwald Director Public Works   Jeaniene Jennings Director Purchasing  No Signature Present	OMB    Approved as to Budget Requirements	Legal    Approved as to Form and Legality	Betty Holness County Manager's Office    Approved Agenda Item For: June 16, 2011	
<b>Council Action:</b>		<b>Modification:</b>		
<input type="checkbox"/> Approved as Recommended <input checked="" type="checkbox"/> Approved With Modifications <input type="checkbox"/> Disapproved <input type="checkbox"/> Continued Date:		MODIFICATION: 3 year contract with two one-year extensions		

**Summary/Highlights Continued:**

FL; North Florida Emulsions Inc., Palatka, FL, and Roadway Management Inc.,  
Celebration, FL.

**SUBMIT TO:**  
**COUNTY OF VOLUSIA**  
**PURCHASING & CONTRACTS**  
**123 W. INDIANA AVE., RM. 302**  
**DELAND, FL 32720-4608**



 **ORIGINAL**

**INVITATION TO BID**

CONTACT PERSON:  
 Charles P. Rivera, ..... **386-822-5772**

DELAND: ..... 386-736-5935  
 DAYTONA BEACH: ..... 386-257-6000  
 NEW SMYRNA BEACH: ..... 386-423-3300

AN EQUAL  
 OPPORTUNITY  
 EMPLOYER

[www.volusia.org/purchasing](http://www.volusia.org/purchasing)

TITLE: **Volusia County Pavement Reconstruction and Preservation**  
**DO NOT RESPOND TO THIS SOLICITATION ON LINE - SEE SECTION 2.3, DELIVERY OF BIDS**

NUMBER:  
**11-B-31CR**

SUBMITTAL DEADLINE:  
**Tuesday, March 22, 2011 at 3:00PM EST**

PRE BID DATE, TIME AND LOCATION:  
 A Pre-Bid meeting will be held for this solicitation on Monday, February 28, 2011 at 10:30AM at Purchasing Conference Room 301 123 W. Indiana Ave, DeLand, FL 32720

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM'S NAME: North Florida Emulsions, Inc.  
 MAILING ADDRESS: 701 N. Moody Rd #13  
 CITY - STATE - ZIP: Palatka, FL 32177  
 TELEPHONE NO: 386 328-1733  
 E-MAIL ADDRESS: NorthFlEmulsions@bellsouth.net  
 FAX NO: 386-328-1887  
 FEDERAL ID NO. OR SOCIAL SECURITY NO. 45-0501505

The vendor acknowledges that information provided in this bid is true and correct.

  
 Authorized Signature  
Jeffrey D. King  
 Typed Name  
President  
 Title  
3/17/11  
 Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE**  
**GENERAL CONDITIONS AND INSTRUCTIONS**  
 \*\*\*\*\* PLEASE READ CAREFULLY \*\*\*\*\*

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the Division office in DeLand at 386-736-5935, at least two (2) days prior to the scheduled opening or meeting.

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.  
  
Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.
3. **OPENING:** Opening shall be public in the Volusia County Purchasing and Contracts Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.
4. **PUBLIC RECORD:** The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
5. **CLARIFICATION/CORRECTION OF ENTRY:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.  
  
No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing and Contracts Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.  
  
Failure to acknowledge addenda may result in the offer not being considered.
7. **INCURRED EXPENSES:** This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a reply, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement.
8. **DISADVANTAGED BUSINESSES:** The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Further, the County of Volusia will monitor the DBE program with respect to the goals as established by County Council.
9. **LOCAL BUSINESSES:** The County Council has established a policy to encourage participation of Volusia County businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

CONTINUED ON NEXT PAGE

10. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
11. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
12. **TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 74-07-059158-53C.
13. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
14. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
15. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.  
  
Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.  
  
If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.
16. **SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
17. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
18. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
19. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Director of Purchasing and Contracts.
20. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
21. **LIABILITY:** The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
22. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or

services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

23. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.
24. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
25. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
26. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.
27. **AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.
28. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.
29. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
30. **DEFINITIONS:**

**COUNTY** – The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.

**OFFEROR** – The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

**BIDDER** – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

**USING AGENCY** – The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Volusia, Florida.

**HEAVY DUTY** - The item(s) to which the term "Heavy Duty" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,  
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER  
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Volusia County Pavement Reconstruction and Preservation** for the County of Volusia, Florida.

## 1.0 SCOPE OF WORK

The work involved in this project shall consist of constructing, reclaiming and preserving asphalt pavement throughout the County as described in Exhibits 1 through 12 of the Technical Provisions of this ITB. There is no guarantee of the amount of work to be performed under the resulting master agreement(s).

### 1.1 Technical Specifications

- A. **Exhibit 1** Technical Provision TP 101 Mobilization
- B. **Exhibit 2** Technical Provision TP 102 Maintenance of Traffic (MOT) and Dust Abatement
- C. **Exhibit 3** Technical Provision TP 104 Prevention, Control and Abatement of Erosion and Water Pollution
- D. **Exhibit 4** Technical Provision TP 271 Full Depth Reclamation with Portland Cement
- E. **Exhibit 5** Technical Provision TP 281 Cold In-Place Recycled Bituminous Material
- F. **Exhibit 6** Technical Provision TP 282 Full Depth Reclamation with Emulsion or Foamed Asphalt
- G. **Exhibit 7** Technical Provision TP 309 Crack Sealing
- H. **Exhibit 8** Technical Provision TP 313 Fog Seal
- I. **Exhibit 9** Technical Provision TP 315 Cold Mix Open Graded Bituminous Pavement
- J. **Exhibit 10** Technical Provision TP 316 Asphaltic Surface Treatment (Chip Seal)
- K. **Exhibit 11** Technical Provision TP 317 Micro surfacing
- L. **Exhibit 12** Volusia County Service Area Map

**1.2 Pricing**

Bidders shall complete pricing on **Attachment A “Bid Cost Sheet”**. Prices shall be completed as detailed and inclusive of all information provided in each Technical Provision of this invitation to bid.

**2.0 GENERAL TERMS & CONDITIONS**

**2.1 Bid Closing Date**

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than **3:00 p.m., local time, on Tuesday, March 22, 2011** Bids received after this time will not be considered.

**2.2 Proposed Schedule**

February 14, 2011 .....Invitation to Bid Available  
February 28, 2011 .....Pre-bid Conference  
March 22, 2011 .....Bid Closing Date  
April 2011 .....Planned Award Date

**2.3 Delivery of Bids**

**DO NOT RESPOND TO THIS SOLICITATION ON LINE**

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):  
County of Volusia, Florida  
Purchasing and Contracts Office, Room 302  
123 West Indiana Avenue, 3<sup>rd</sup> floor  
DeLand, Florida 32720-4608

Mark package(s) **“Bid #11-B-31CR Volusia County Pavement Reconstruction and Preservation”**

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. To be considered, a **Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.**

**2.4 Pre-Bid Conference**

A. A pre-Bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:30 AM, local time, Monday, February 28, 2011. While this is not mandatory, all interested parties are encouraged to attend and participate.

- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

## 2.5 Public Bid Opening

- A. Pursuant to Section 119.071(1)(b)1.a, Florida Statutes, bids or proposals (“responses”) and the completed tabulation will be available for inspection within ten (10) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to <http://vcservices.vcgov.org/bidlistnet/> for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071(1)(b)1.b, Florida Statutes, to the extent such section may apply.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

## 2.6 Bid Submittal Form

- A. See **Submittal Requirements** for complete details
- B. Each bidder shall submit **five (5)** complete sets of the Bid Submittal:
- **One (1)** hard copy marked “ORIGINAL”
  - **Three (3)** hard copies marked “COPY”
- Note: **It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information.**
- **One (1) COMPLETE** electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the ITB Submittal shall include the entire solicitation document and the full ITB Submittal including all submittal requirements as detailed in Section 3.0 Exhibits, plus any additional information included in the proposal.

**If a document is not included on the CD, it may not be considered as part of the Bid Submittal. CDs submitted in any format other than PDF may**

be considered as not meeting the submittal requirements and may, therefore, render the entire Bid Submittal "NON-RESPONSIVE".

Note the solicitation number and name of company on the disk.

**DO NOT SEND CONFIDENTIAL INFORMATION, PROPRIETARY INFORMATION, OR TRADE SECRETS**

- C. The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the bidder to all bid provisions.
- D. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

**2.7 Questions/Exceptions re: Bid #11-B-31CR**

- A. It is incumbent upon each bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any section of this bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in 2.7, B, below, who shall be the official point of contact for this bid. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
- B. Mark cover page or envelope(s) "**Questions/Exceptions re: Bid # 11-B-31CR, Volusia County Pavement Reconstruction and Preservation**".

Submit questions to:

Charles P. Rivera, CPPB, FCCM, FCPA  
 Telephone:.....386-822-5772  
 Fax: .....386-626-6657  
 E-mail:.....[crivera@co.volusia.fl.us](mailto:crivera@co.volusia.fl.us)

- C. If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. **It is each bidder's responsibility to check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>. Each bidder should ensure that they have received all addenda to this ITB before submitting their proposal.** In their proposals, bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. **FAILURE TO PROVIDE**

**THIS PROOF MAY CAUSE BIDDER'S PROPOSAL TO BE RENDERED NON-RESPONSIVE.**

- D. **EACH ADDENDUM ISSUED BY THE COUNTY SHALL BECOME A MATERIAL PART OF THIS SOLICITATION AND RESULTING CONTRACT AND SHALL BE THE FINAL DECISION ON THE SUBJECT OF THE ADDENDUM.**

## 2.8 Award

The County reserves the right to award the contract to the bidder(s) that the County deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this Bid, to reject any/all bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation. The County of Volusia shall not be listed as a reference.

## 2.9 Definition of Responsive and Responsible for this Bid

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of **ALL** documentation as required by this bid.  
**(Responsive)**
- B. The **greatest benefits** to Volusia County as it pertains to: **(Responsible)**
1. Total Cost
  2. Past Performance. In order to evaluate past performance, all bidders are required to submit a list of three (3) references / relevant projects completed within the last 3 years that are the same or similar in magnitude to this ITB.
  3. All technical specifications associated with this bid.
  4. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing, equipment and product.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the county when considering all evaluation factors.

## 2.10 Other Agencies

- A. All bidders awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- B. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

## 2.11 F.O.B. Point

The F.O.B. point for this contract and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller/bidder and the carrier.

## 2.12 Assignment

The awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the County of Volusia, Director of Purchasing and Contracts. County Council shall approve any requests for assignments and/or sub-letting of leasing contracts prior to responding to such requests.

## 2.13 Contract

- A. The contents of this Bid, any subsequent addenda and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will not be issued.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any contract.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change, substitution, or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the bidder should promptly contact the Purchasing and Contracts Office at 386-736-5935.

## 2.14 Disclosure of Bid Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

## 2.15 Bidder's Responsibility

The bidder, by submitting a Bid, represents that:

- A. The bidder has read and understands the Invitation to Bid in its entirety and that the Bid is made in accordance therewith, and;
- B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the County of Volusia, Florida, upon which the bidder will rely. If the bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the bidder for additional compensation or relief.
- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

## 2.16 Payment Terms

- A. The County will remit full payment on all undisputed invoices within 45 (forty-five) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within 30 (thirty) days after the due date.
- C. The County has the capability of Electronic Transfer of Funds (ETF). List any discounts for prompt payment and/or willingness to accept Electronic Transfer of Funds (ETF) and the discount to be applied to such payments.

- D. By submitting a Bid (offer) to the County of Volusia, Florida, the bidder expressly agrees that, if awarded a contract, the County may withhold from any payment monies owed by the bidder to the County for any legal obligation between the bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.**

### **2.17 Special Conditions**

These County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the bidder's work activities.

### **2.18 Minor Irregularities**

The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the bidder an advantage or benefit not enjoyed by other bidders.

### **2.19 Sovereign Immunity**

The County expressly retains all rights, benefits, and defenses of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver or immunity of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this section shall be deemed to relieve the County from paying for services rendered by Contractor. Nothing in this Agreement shall inure to the benefit on any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

### **2.20 Licenses, Certificates, and Permits**

- A. The County reserves the right to require proof that the bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. If a license is required, the bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

## 2.21 Insurance

The bidder shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability – in the amount of \$3 million aggregate / \$1 million per occurrence. (policies shall be occurrence based).
- Automobile Liability - in the amount of \$100,000/300,000 / any auto.
- Products Liability in the amount of \$1 million aggregate / \$1 million per occurrence (all policies shall be occurrence based).
- Workers Compensation – As required by Florida law.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring firm is required to have a minimum rating of A-, Class VIII, in the "Best Key Rating Guide" published by A.M. Best & Firm,

Requirements for bidders that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the bidder has coverage in accordance with the requirements herein set forth shall be furnished by the bidder to the County Representative prior to the execution of the contract and annually upon renewal thereafter. **The Bidder shall either cover any subcontractors and/or independent contractors on its policy or require the subcontractors to obtain coverage to meet all requirements for insurance contained herein.**

Bidder agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the County Representative. Bidder agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers Compensation insurance coverage. The ACORD certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing and Contracts Office. This certificate shall be dated and show:

- A. The name of the insured bidder, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.

B. Statement by insurer, that should any of the policy be cancelled before the expiration date thereof, notice will be delivered to the County in accordance with the policy provision.

C. **County shall be additional named insured on Commercial General Liability Insurance.**

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the bidder and/or sub-consultant providing such insurance.

## **2.22 Safety**

The bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The bidder shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the bidder, sub-contractor, or supplier's failure to comply with the regulations.

## **2.23 Governing Law and Venue**

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

## **2.24 Additional Terms**

The attached Invitation to Bid cover page contains additional terms and conditions. These written specifications take precedence over terms and conditions on the Invitation to Bid Page.

**2.25 Award Term**

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded a contract for an initial three-year term with two subsequent one-year renewals contingent upon mutual written agreement and approval of County Council.

**2.26 Wage Price Redetermination**

A. The bidder may petition the Director of Purchasing and Contracts for a price redetermination on the anniversary date of the contract. Any price redetermination will be based solely upon changes as documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number will be the base for the quarter in which the Bid opens. The initial redetermination index number will be for the same quarter in which the bid closed on an annual basis. Refer to Employment Cost Index, for Total Compensation, Private Industry, Index Number and Occupational Group at <http://data.bls.gov/PDO/outside.jsp?survey=ci>. The base figure will be tied to Installation, maintenance, and repair under the heading Natural resources, construction, and maintenance.

B. The calculation is demonstrated in the following example.

[Example: March 2007 Index = 100.8, March 2008 Index = 104.1;  $104.1 \div 100.8 = 1.0327$ , therefore the maximum increase = 3.3%].

C. If the federal government increases the minimum wage during the term of the contract and any renewal, the bidder may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the bidder's employee is the current minimum wage. The County will grant an increase of exactly the amount of the minimum wage increase [not the percentage increase]. The bidder must increase the pay to the employee by the amount the bidder wants increased. The amount paid to the bidder will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The bidder must supply written documentation of any other increase that is beyond the scope and control of the bidder. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

[Example: minimum wage increases from \$5.75 to \$6.00 per hour. The bidder's Bid amount for category X to the employee is \$5.75, and the billed rate is \$6.60. The bidder may petition for an increase of \$0.25 per hour to be paid to the employee and a billed rate of \$6.85 + written and documented cost increases for FICA, Medicare and Workers' Compensation.]

D. If the County and the bidder cannot agree on the price redetermination, then the contract will expire without prejudice. The County reserves the right to award any classification(s) from an expired contract to the next lowest responsive and responsible bidder that is still under contract.

- E. If the bidder bills the County at a higher price according to any price redetermination granted by the County, and the bidder fails to increase the hourly rate paid to the employee for the same period, the bidder will be considered in contract default and the contract will be immediately terminated.

**2.27 Price Redetermination - Fuel**

The bidder may petition the Director of Purchasing and Contracts for price redetermination if/when the price of fuel increases by a minimum of ten (10%) percent. If the bidder petitions for such an increase, the bidder shall also petition for a price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent; failure to make such petition, may be grounds for Agreement termination.

Any price redetermination will be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of bid opening. Any subsequent price redeterminations shall use the last price redetermination as the "base index number". Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price redetermination will include all items awarded to the percentage contributing to the total cost for providing the product/service.

If the County and the bidder cannot agree on any price redetermination, then the contract will expire. Bidders shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any price redetermination due to fuel costs.

Example:

- Ten (10%) percent of the cost to provide product/service is attributed to the cost of fuel.
- Current PPI is \$264.52 \$264.52
- PPI in the month the bid opened was \$158.73 -\$158.73
- \$105.79
- \$105.79 divided by \$158.73 = 66.7% increase on 10% of Total Cost
- The unit cost of the service is \$100.00
- 10% of \$100.00 = \$10.00
- \$10.00 x .667 = \$6.67
- New unit price for the product/service is \$106.67

If the Director of Purchasing and Contracts grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Director may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation provided it does not duplicate such increase. For example, if a PPI increase is also allowed to the remaining costs (see example above), it shall not exceed the remaining ninety (90%) percent of Total Costs. If the County and the bidder cannot agree on any price redetermination, then the contract will expire without prejudice 30 (thirty) days after the impasse is reached.

## 2.28 Price Redetermination

The bidder may petition the Director of Purchasing and Contracts for price redetermination on the anniversary date of the contract. The County may also petition the bidder under the same guidelines. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Asphalt & other Petroleum and Coal Products" as published by the Bureau of Labor Statistics which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of the Bid closing. The initial redetermination index number will be the index for the anniversary of the month the Bid closes. For all periods after the first year, subsequent anniversary indexes will be used. Any price redetermination will include all items awarded. If the County and the bidder cannot agree on any price redetermination, then the contract will expire.

Divide the redetermination index by the base index to determine the maximum percentage of increase allowed. This increase in percentage shall then be multiplied by the percentage directly attributed to the cost of materials entered on the Bid Submittal Form. Example: Base index = 179.2 and the initial redetermination = 189.5. ( $189.5 \div 179.2 = 1.057$  or an increase of .057%) For purposes of this example, the assumption will be that .057% of the cost is directly attributed to the cost of material and that cost is \$100.00 each.  $\$100.00 \times .057\% = \text{an increase of } \$5.70$ .  $\$100.00 + \$5.70 = \$105.70$ .

## 2.29 Unusual Costs

The Bidder may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. If the Bidder petitions for such an increase, the Bidder shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year; failure to make such petition may be grounds for Agreement termination.

The Bidder's request shall contain **substantial proof and justification** to support the need for the rate adjustment. The County may request from the Bidder, and the Bidder shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within 60 (sixty) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

### **2.30 Material Safety Data Sheet**

In accordance with Chapter 442 of the Florida Statutes, it is the bidder's responsibility to identify and to provide to the Volusia County Purchasing and Contracts Office a Material Safety Data Sheet for any material, as may apply to this procurement.

### **2.31 Waiver of Claims**

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than 30 (thirty) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this agreement.

### **2.32 Termination / Cancellation of Contract**

The County reserves the right to cancel the contract without cause with a minimum 30 (thirty) days' written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

The bidder may cancel the resulting contract with 180 (one-hundred eighty) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the bidder being barred from future business with the County.

### **2.33 Termination for Default**

The County's Contract Administrator shall notify the bidder, in writing, of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless explicitly specified to the contrary elsewhere within this solicitation. It shall be at the County's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

### **2.34 Termination for County's Convenience**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the County representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and

the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the County shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

### **2.35 Incurred Expenses**

This ITB does not commit the County of Volusia to award a contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this ITB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

### **2.36 Minimum Specifications**

The specifications listed in the Scope of Service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular bidder, but to ensure that the County receives quality services.

### **2.37 Compliance with Laws and Regulations**

The bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The bidder shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, bidder shall hold the required licensure to be the prime contractor for all work to be performed under the bid contract. If bidder proposes to use a subcontractor or sub-consultant to perform any work under the bid contract such subcontractor and/or sub-consultant shall, at the time of bid submittal, hold the required licensure for all work to be performed under this bid contract as a subcontractor and shall maintain such license(s) in full force and effect during the term of this bid contract. All licenses and permits required to perform bidder's duties under this bid contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this bid contract.

### **2.38 Indemnification of County**

The bidder shall indemnify, hold harmless, and defend the County, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or

liability resulting or arising solely from bidder's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of County, its officers, agents, or employees. The indemnification shall obligate the bidder to defend, at its own expense or to provide for such defense, at County's option, any and all claims and suits brought against County that may result from bidder's performance or non-performance of services pursuant to the contract.

### **2.39 Records & Right to Audit**

The bidder shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The bidder shall retain these records for a period of three (3) years after final payment, or until the County audits them, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other entities authorized by law.

### **2.40 Change in Scope of Work/Service**

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the bidder that the scope of the project or of the bidder's services has been changed, requiring changes to the amount of compensation to the bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the County Representative, County Director of Purchasing and Contracts, and the bidder.
- B. If the bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the bidder, the bidder must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work/service is within the scope of the contract as written, the bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The bidder must assert its right to an adjustment under this clause within 30 (thirty) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

### **2.41 Modifications Due to Public Welfare or Change in Law**

The County shall have the power to make changes in the contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the bidder under the contract relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the bidder notice of any proposed change and an opportunity to be heard concerning

those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the bidder. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the bidder, or the benefits to the County, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the bidder, then the bidder or the County shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The County and bidder agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the County and the bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the bidder directly and demonstrably due to any modification in the contract under this clause.

#### **2.42 Right to Require Performance**

- A. The failure of the County at any time to require performance by the bidder of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

#### **2.43 Force Majeure**

The County and the bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

#### **2.44 Bidder's Personnel**

During the performance of the contract, the bidder agrees to the following:

- A. The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification

reasonably necessary for the normal operations of the bidder. The bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, shall state that such bidder is an Equal Opportunity Employer.

- B. The bidder shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position.
- C. The bidder certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E. The bidder shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each bidder.
- F. The bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the bidder or personnel furnished by the bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the bidder or any employee or agents of the bidder or personnel furnished by the bidder, without the prior written consent of the County.

**2.45 Claim Notice**

The bidder shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The bidder agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all bidder operations at the County project site.

**2.46 Contract/Bidder Relationship**

*The County of Volusia reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the County.*

Any awarded bidder shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent bidder the awarded bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent bidder shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the contract, nor shall the County pay for any business, travel, or training expenses or any other contract performance expenses not explicitly set forth in the specifications.

The independent bidder shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

#### **2.47 New Material**

Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the bidder shall so notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the County if the Procurement Analyst authorizes the Bidding of used or reconditioned goods, materials, supplies, or components.

#### **2.48 Disadvantaged Business Enterprise Program**

The County Council has adopted policies that assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

## 2.49 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

## 2.50 Conflict of Interest Form

All bidders shall properly complete, have notarized, and include with their Bid Submittal the attached form disclosing any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interests associated with this project.

## 2.51 Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

**Bidder**: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

**Construction Services**: Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include contracts or work performed for the Department of Transportation.

**Contract**: The document resulting from this solicitation between the County and the Contractor, including this bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Contract Administrator**: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be made in writing and authorized by the Director of Purchasing and Contracts.

**Contractor**: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

**Contractor's Project Manager**: The Project Manager has responsibility for administering this contract for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

**County**: The word County refers to the County of Volusia, Florida.

**County's Project Manager(s)**: The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

**Day**: The word "day" means each calendar day or accumulation of calendar days.

**Director**: The Director of Purchasing and Contracts for the County of Volusia, FL.

**Person or Persons**: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Master Agreement**: The payment vehicle through with the successful Bidder(s) shall be compensated. This agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

[the rest of this page intentionally left blank]

**3.0 SUBMITTAL REQUIREMENTS**

*(Submit in the following order)*

**It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information.**

**The Electronic Proposal, however, shall be COMPLETE, inclusive of the full Bid Submittal plus ALL additional pages the vendor is to include for review by the County (i.e., proof of insurance, licenses, bonds, résumés, etc.)**

**3.1 Completed Invitation To Bid** cover pages (includes two pages) with **documentation**, such as a Memorandum of Authority, that the executing individual is authorized to commit the firm to a contract. Clearly state the name, title, and contact information for the individual designated by the firm as contact point for any requests for additional information required by County.

**3.2 Completed Bid Submittal Form & Attachment “A” Bid Cost Sheet.**

**3.3** List at least **three (3) recent references** where the proposed product has been used within the past 3 years. Use of the attached form will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

**3.4 Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this bid submission requirement:

1. If Bidder’s business does not have a physical location in Volusia County, no submission is required, or
2. If Bidder’s business type is exempt, **submit with proposal** a *Proof of Exemption* approved by the Volusia County Revenue Director (see Exhibit 8.0).

See <http://www.municode.com/resources/gateway.asp?pid=11665&sid=9> for Ch. 114, Article I, Sect. 114-1 of the Volusia County Code of Ordinances.

**3.5 Evidence of required insurance coverage** or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

- 3.6 **Conflict of Interest Form** (use attached Form). All bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interests associated with this project.
- 3.7 **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**
- 3.8 **Taxpayer Identification Number (TIN) and Certification Form** – Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing) under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.
- 3.9 Provide a copy of **Corporations Online Public Inquiry** at [www.sunbiz.org](http://www.sunbiz.org) showing the Principal Address, Mailing Address, Registered Agent and Officer/Director Detail and any licenses.

All bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

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March 18, 2011

**4.0 BID SUBMITTAL FORM**

TO: County of Volusia, Florida  
Office of Director of Purchasing and Contracts  
123 W. Indiana Avenue, Room 302  
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] North Florida Emulsions, Inc.  
has carefully examined the specifications to furnish:

**Volusia County Pavement Reconstruction and Preservation**

for which Bid Submittals were advertised to be received **no later than 3:00 p.m., local time, on Tuesday, March 22, 2011**, and further declares that the firm will furnish the **Volusia County Pavement Reconstruction and Preservation** according to specifications.

**Bid Submittal Form & Attachment "A" Bid Cost Sheet, submit with Bid**

Submit your completed Attachment "A" Form in one Excel spreadsheet document. Complete a File Save as: **Volusia County Pavement Reconstruction and Preservation 11-B-31CR** and submit this completed form as Excel document on the submitted CD and hard copies as requested in section 2.6).

Sole Proprietor  Yes  No Total number employees ..... 20

F.O.B. Destination, freight allowed

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the **cost of fuel**? ..... 1 %

Which does the firm use:  Diesel fuel or  Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the **cost of wages**? ..... 15 %

Assuming that the product prices quoted are comprised of your costs for materials, overhead, operating expenses, etc., what percentage of the prices is **directly** attributed to the **cost of materials**? ..... 50 %

Delivery / Availability: \_\_\_\_\_

Have you supplied all the Submittal Requirements outlined below?

- Invitation to Bid cover pages. (Includes two pages)
- Completed and executed **Bid Submittal Form & Attachment "A" Bid Cost Sheet**
- References, in accordance with Section 2.9, *Definition of Responsive and Responsible*
- If you have a physical location in Volusia County, submit one of these:
  - Current Business Tax Receipt, **OR**  Proof of Exemption Form
  - Acord Proof of Insurance Form
  - Notice of Election to be Exempt, if required
  - Conflict of Interest Form
  - Any Addenda pertaining to this ITB
  - Taxpayer Identification Number Request Form
  - Sunbiz Corporations Online Public Inquiry
  - Did you include a CD, as required in the section entitled Bid Submittal Form?

Prompt payment discount, if applicable: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)?  Yes  No

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County. I hereby certify that I have read and understand the requirements of this Invitation to Bid No. **"11-B-31CR Volusia County Pavement Reconstruction and Preservation"**, and that I, as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per §2.21, *Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

Authorized Signature: *[Handwritten Signature]*

Printed Name: Jeffrey D. King

Title: President

Company Name: North Florida Emulsions, Inc.

Full Address: 701 N. Moody Rd # 15 Palatka, FL 32177

Telephone: 386-328-1733 Fax: 386-328-1887 E-mail Address: NorthEmulsions@bellsouth.net

Dunn & Bradstreet #: \_\_\_\_\_ Federal I.D. #: 45-0501505

**5.0 REFERENCES**

#1	Agency	South Indian River Water Control District
	Address	15000 Jupiter Farms Rd
	City, State, ZIP	Jupiter, Florida 33478
	Contact Person	Mr. Gale English
	Telephone/Email	561-747-0550
	Date(s) of Service	1-10 thru 10-10
	Type of Service	Micro-Surfacing & Fog Seal
	Comments:	
#2	Agency	Hernando County
	Address	1525 E. Jefferson Street
	City, State, ZIP	Brooksville, Florida 34601
	Contact Person	Chris West
	Telephone/Email	352-734-4423
	Date(s) of Service	8-08 thru 1-1-2011
	Type of Service	Double Micro-Surfacing, Crack Seal
	Comments:	
#3	Agency	Putnam County
	Address	223 Putnam County Blvd.
	City, State, ZIP	E. Palatka, Florida 32131
	Contact Person	Donald Jacobowitz
	Telephone/Email	386-329-0346
	Date(s) of Service	3-08 thru 10-08
	Type of Service	Cold Mix
	Comments:	

6.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

- I, (printed name) Jeffrey King, am the (title) President and the duly authorized representative of the firm of (Firm Name) North Florida Emulsions, Inc. whose address is 701 N. Moody #15 Palatka, FL 32177, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_

Signature: Jeffrey King  
 Printed Name: Jeffrey King  
 Firm Name: North Florida Emulsions, Inc.  
 Date: 3-2-2011

STATE OF Florida  
 COUNTY OF Putnam

Sworn to and subscribed before me this 2 day of March, 2011, by Jeffrey King, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

Angela V. Amon  
 NOTARY PUBLIC - STATE OF Florida  
 Type or print name:  
Angela V. Amon  
 Commission No.: DD 941589  
 Commission Expires: November 19, 2013



**7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY  
VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION**

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

*287.133(2)(a)* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

*287.133(2)(b)* A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

*287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

*287.134(2)(b)* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES  
REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602  
PHONE: 386-736-5938 • FAX: 386-822-5729  
<http://volusia.org/revenue/>

I certify that the business known as (*business name*) \_\_\_\_\_,  
providing \_\_\_\_\_ services, which is located at (*street address*) \_\_\_\_\_  
\_\_\_\_\_, (*city*) \_\_\_\_\_, falls under the business tax exemption described in:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Florida Statute 205.063 | <input type="checkbox"/> Florida Statute 205.065 | <input type="checkbox"/> Florida Statute 205.191 |
| <input type="checkbox"/> Florida Statute 205.064 | <input type="checkbox"/> Florida Statute 205.162 | <input type="checkbox"/> Florida Statute 205.192 |
|  | <input type="checkbox"/> Florida Statute 205.171 |  |

[http://www.flsenate.gov/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0200-0299.0205.0205CcontentsIndex.html](http://www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299.0205.0205CcontentsIndex.html)

OR is the type of business indicated below:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Child Care – Residential   | <input type="checkbox"/> Insurance Adjuster, Agent,<br>or Company         | <input type="checkbox"/> Radio/Television Station          |
| <input type="checkbox"/> Commercial Rentals         | <input type="checkbox"/> Pharmacist/Pharmacy<br>(Prescription Drugs Only) | <input type="checkbox"/> Religious Institution             |
| <input type="checkbox"/> Door to Door/Peddler Sales |   | <input type="checkbox"/> Residential Rentals over 6 months |
|   |   | <input type="checkbox"/> Sale of Alcoholic Products only   |

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is/are personally known to me or who  
has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.:

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

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

\_\_\_\_\_  
Margaret Flomerfelt, Revenue Director



**FINANCIAL AND ADMINISTRATIVE SERVICES**  
**Purchasing and Contracts**

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608  
(386) 626-6623 • Fax (386) 736-5972  
e-mail: [purchasing@co.volusia.fl.us](mailto:purchasing@co.volusia.fl.us)  
[www.volusia.org](http://www.volusia.org)

February 24, 2011

**Subject: ADDENDUM NO. 1 to Invitation to Bid 11-B-31CR, Volusia County Pavement Reconstruction and Preservation**

**Revision of Insurance Requirements, Section 2.21:  
Automobile Liability - minimum limits of \$500,000 per person/\$1,000,000 per occurrence for bodily injury; \$500,000 property damage or a combined single limit of \$1,000,000, any auto coverage. Commercial General Liability, Products Liability, Worker's Compensation remain unchanged.**

Please sign and attach this addendum to your bid submittal. If you have any questions regarding this information, please contact Charles P. Rivera, 386-822-5772 or [crivera@co.volusia.fl.us](mailto:crivera@co.volusia.fl.us).

  
Rebecca F. Bishop, C.P.M.  
Procurement Manager

RB:cpr

**Please sign and return with proposal for 11-B-31CR, Volusia County Pavement Reconstruction and Preservation**

Vendor: North Florida Emulsions, Inc.  
Signed by (Name/Position): Jeffrey King, President  
Phone No.: (386) 328-1733 Date: 3-2-2011

**FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.**



**FINANCIAL AND ADMINISTRATIVE SERVICES**  
**Purchasing and Contracts**

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608  
(386) 626-6623 • Fax (386) 736-5972  
e-mail: [purchasing@co.volusia.fl.us](mailto:purchasing@co.volusia.fl.us)  
[www.volusia.org](http://www.volusia.org)

March 11, 2011

**Subject: ADDENDUM NO. 2 to Invitation to Bid 11-B-31CR, Volusia County Pavement Reconstruction and Preservation**

This addendum is being issued to clarify questions and make changes to the Invitation to Bid (ITB). **This document and all changes, as listed below, shall become an integral part of the ITB and shall take precedence over what was previously stated in the ITB document.**

**Revision of Exhibit "A" Bid Submittal Form**, in Microsoft Excel 2003. Pricing shall be submitted using Exhibit "A" Revision 1. Failure to submit on Revised Exhibit may result in Bid being deemed as Non-Responsive.

**Revision of Exhibit 2, Technical Provision TP 102**, Page 2 of 4, (7). Dust abatement further defined and clarified and is attached to this addendum.

**Question:** Will Volusia County consider using the Florida DOT Fuel & Bituminous Price Index instead of the US Department of Labor PPI?

**Answer:** No. We use a standardized Price Redetermination Index throughout Volusia County.

**Question:** During the pre bid contractors were asked to put an equitable amount in the Mobilization bid items and the County would confirm that that number was reasonable. Would the County consider establishing that amount?

**Answer:** No. Volusia County does not want to dictate a Contractor's reimbursement for mobilization.

**Question:** Define what is similar in nature and magnitude for references.

**Answer:** Similar experience shall include similar processes, or ones that are generally alike in nature. For the purpose of this bid, Cold-In-Place Recycling is similar to Full Depth Reclamation and vice-versa. Chip Seal is similar to placement of Asphalt Rubber Membrane Interlayer (ARMI) as defined in FDOT Standard Specifications Manual 2010 Edition.

**Question:** Will Volusia County be adding a line item for silt fencing per linear foot?

**Answer:** No line item will be added.

**Question:** Will Volusia County be adding a line item for inlet protection per unit?

**Answer:** No line item will be added.

**Question:** Is there a larger or clearer version of Exhibit 12, Volusia County Map?

**Answer:** Yes. A clearer version of Exhibit 12 has been added to the website.

**Question:** Will the County allow asphalt treated permeable base (ATPB) (FDOT Specification attached) in lieu of the Cold Open Cold Mix Paving (OGCM)?

**Answer:** Not at this time.

**Question:** When submitting bids is the contractor required to bid on all sections of the bid form or can we only bid the items we have experience with?

**Answer:** Contractors shall only provide pricing for those items they are capable of producing and have associated experience as defined in this ITB.

**Question:** Under, Exhibit 6 – Technical Provision, TP-282, Full Depth Reclamation with Emulsion or Foamed Asphalt Mixed Design, ASTM D558 is a soil cement proctor specification, “the minimum compressive strength shall be determined by the engineer”, could this verbiage be deleted from the paragraph?

**Answer:** Paragraph is amended to now read:

Mix Design: Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of asphalt emulsion or foamed asphalt needed to produce a finished base course with a mix design target of 1,800 lbs Marshall Stability. Actual application quantities for the additives will be derived from the mix design. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

**Question:** Under Exhibit 9- Technical Provision TP-315 Cold Mix Open Graded Bituminous Pavement Equipment: The Bituminous Mixing Plant is outlined, could we also utilize a Midland Mix Paver or equivalent?

**Answer:** Use of a Midland Mix Paver or Volusia County approved equivalent shall be allowed, however if at any time results are not equal or better than mix with equipment specified in TP-315 operations shall cease and use of the portable equipment will be disallowed. Items of particular concern are the heavy weight of machines breaking through or damaging the existing road base or stabilized sub grade used in lieu of base, causing damage to the underlying layer. Any other item of concern as determined solely by the County shall be cause for rejection of the product and equipment.

**Information statement:** There are approximately 1,300 Miles of Paved Roads and approximately 200 Miles of unpaved Roads in Volusia County.

**Information statement:** Individual Projects over \$250,000.00 shall require the issuance of Performance & Payment Bonds. See Exhibit 13-Bonding Requirements, attached to this Addendum.



**FINANCIAL AND ADMINISTRATIVE SERVICES**  
**Purchasing and Contracts**

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608  
(386) 626-6623 • Fax (386) 736-5972  
e-mail: [purchasing@co.volusia.fl.us](mailto:purchasing@co.volusia.fl.us)  
[www.volusia.org](http://www.volusia.org)

March 14, 2011

**Subject: ADDENDUM NO. 3 to Invitation to Bid 11-B-31CR, Volusia County Pavement Reconstruction and Preservation**

A request was made for the Sign-in Sheet; as a result it has been posted to the County's website at [www.volusia.org/bidlist](http://www.volusia.org/bidlist), for information purposes only.

Please sign and attach this addendum to your bid submittal. If you have any questions regarding this information, please contact Charles P. Rivera, 386-822-5772 or [crivera@co.volusia.fl.us](mailto:crivera@co.volusia.fl.us).

  
Rebecca F. Bishop, C.P.M.  
Procurement Manager

RB:cpr

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**Please sign and return with proposal for 11-B-31CR, Volusia County Pavement Reconstruction and Preservation**

Vendor: North Florida Emulsions, Inc.  
Signed by (Name/Position): Jeffrey King, President  
Phone No.: 386-328-1133 Date: 3-18-11

**FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.**

**Taxpayer Identification Number (TIN) and Certification  
(Substitute for IRS Form W-9)**

County of Volusia, Florida  
Accounting  
123 W Indiana Ave, Room 302  
DeLand, Florida 32720

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of this form is necessary to meet IRS regulations.

List your legal business name below as shown on your income tax return. Sole proprietors should list their individual name as noted on your social security card on Name line (1). You may enter a business name on Business Name line (2). Other entities must list your business name as shown on Federal tax documents on Name line (1). This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the Business Name line (2). For **limited liability companies (LLC)** that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name may be listed on the Business Name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1)

1. Name (as shown on your income tax return)  
*North Florida Emulsions, Inc.*

2. Business name, if different from above

---

Address *701 N. Moody Rd #15*

City *Palatka* State *FL* Zip Code + 4 *32177*

Remittance Address, if different from above

---

City State Zip Code + 4

Contact Person *Jeffrey King* Title *President*

Phone Number *(386) 328-1733* Ext. Fax Number *(386) 328-1887*

E-mail address *Northflemulsions@bellsouth.net*

**Taxpayer Identification Number (TIN)**

The County of Volusia collects your social security number and may disclose your social security number to a commercial entity in order to comply with Section 119.071(5), Florida Statutes, for the following purposes, including but not limited to: tax reporting, and/or for use in identification of County vendors for any purpose allowed under law not limited by protection under state or federal privacy laws. Social security numbers are also used as a unique numeric identifier and may be used for verification or search purposes. The County may disclose social security numbers to another agency or governmental entity if it is necessary for the receiving agency or governmental agency to perform its duties and responsibilities.

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social security number or Employer identification number  
*45-0501605*

CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING  
 CHECK HERE IF YOU ARE TAX-EXEMPT; Check one:  Not-for-Profit  Government  Other-Explain

Filing Status (Ownership) (LLC IS NOT ACCEPTABLE)  
 Individual  Sole Proprietor  
 Corporation  Partnership  
 Other: (explain)

**CERTIFICATION: Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), and  
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding, and  
 3. I am a U. S. person (including a U.S. resident alien)

Signature of U. S. Person *Jeffrey King* Date *3-2-2011*

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

[www.sunbiz.org](http://www.sunbiz.org)

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[Events](#)    No Name History   

### Detail by Entity Name

**Florida Profit Corporation**  
NORTH FLORIDA EMULSIONS, INC.

**Filing Information**

Document Number P03000010447  
 FEI/EIN Number 450501505  
 Date Filed 01/21/2003  
 State FL  
 Status ACTIVE  
 Last Event AMENDMENT  
 Event Date Filed 01/07/2010  
 Event Effective Date NONE

**Principal Address**

701 NORTH MOODY ROAD  
 #15  
 PALATKA FL 32177 US  
 Changed 10/17/2006

**Mailing Address**

701 NORTH MOODY ROAD  
 #15  
 PALATKA FL 32177 US  
 Changed 10/17/2006

**Registered Agent Name & Address**

KING, JEFFREY D  
 701 NORTH MOODY ROAD  
 #15  
 PALATKA FL 32177 US  
 Name Changed: 01/07/2010  
 Address Changed: 10/17/2006

**Officer/Director Detail**

**Name & Address**

Title S  
 CYBULSKI, STEVE  
 902 RED BUD TRAIL  
 ST. AUGUSTINE FL 32086  
 Title P

KING, JEFFREY D  
 701 NORTH MOODY ROAD #15  
 PALATKA FL 32177 US

Title PRIN

KING, DAVID J  
 16 TROY HILLS ROAD  
 WHIPPANY NJ 07981 US

Title PRIN

KING, PETER G  
 16 TROY HILLS ROAD  
 WHIPPANY NJ 07981 US

Title PRIN

KING, BRIAN C  
 285 JOEY DRIVE  
 ST. AUGUSTINE FL 32080

**Annual Reports**

**Report Year Filed Date**

2008	03/31/2008
2009	01/08/2009
2010	03/29/2010

**Document Images**

- [03/29/2010 -- ANNUAL REPORT](#)
- [01/07/2010 -- Amendment](#)
- [01/08/2009 -- ANNUAL REPORT](#)
- [03/31/2008 -- ANNUAL REPORT](#)
- [08/22/2007 -- ANNUAL REPORT](#)
- [04/12/2007 -- ANNUAL REPORT](#)
- [10/17/2006 -- REINSTATEMENT](#)
- [01/27/2005 -- ANNUAL REPORT](#)
- [01/27/2004 -- ANNUAL REPORT](#)
- [01/21/2003 -- Domestic Profit](#)

**Note:** This is not official record. See documents if question or conflict.

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 State of Florida, Department of State

Business name . . : NORTH FLORIDA EMULSIONS, INC. Ctl nbr . . : 4995  
Location addr . . : 701 N MOODY RD  
Lic Nbr/Class . . : 11 00002240 ANY BUSINESS NOT COVERED ABOVE  
Issue date . . . : 7/19/10 Expiration date . . : 9/30/11  
Lic Fee . . . . . : 50.00  
Penalty . . . . . : .00  
Total . . . . . : 50.00  
Comments . . . . : MANUFACTURING OF ROAD SURFACING PRODUCTS

PLEASE DISPLAY BUSINESS TAX RECEIPT IN CONSPICUOUS LOCATION

NORTH FLORIDA EMULSIONS, INC.  
701 N MOODY RD. STE#15-1  
PALATKA FL 32177

**CITY OF PALATKA**  
**BUSINESS**  
**TAX**  
**RECEIPT**





Member of Liberty Mutual Group

Rated A (Excellent) by A.M. Best Company

[summitholdings.com](http://summitholdings.com)

**CERTIFICATE OF INSURANCE**

RE : 0830-46884  
ISSUED TO : County of Volusia

123 West Indiana Avenue  
Deland, FL 32720

Attn: Purchasing and Contracts

Producer : John C. Mikell  
Company : Bates Hewett & Floyd  
Insurance Agency  
Address : 3400 Crill Avenue, Suite 2  
Palatka, FL 32177  
Phone : (386) 328-1100

This is to certify that North Florida Emulsions, Inc., 701 N MOODY RD PALATKA, FL 32177-2439, being subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation benefits due by insuring their risk with the Bridgefield Employers Insurance Company.

POLICY NUMBER: 0830-46884

Statutory Limits -- State of Florida

EFFECTIVE DATE: December 28, 2010

Employers Liability

1,000,000 (Each Accident)

EXPIRATION DATE: December 28, 2011

1,000,000 (Disease--Each Employee)

1,000,000 (Disease--Policy Limit)

"Subrogation against County of Volusia shall be waived as respects Workers' Compensation and Employers' Liability Insurance."

Job: 11-B-31CR Pavement Reconstruction

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30 days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and representatives accept no obligation or liability of any kind for failure to mail such notice.



Authorized Signature

Date: March 01, 2011

**Southwest Region**

*Alabama, Arkansas, Louisiana, Mississippi*

P.O. Box 80439 • Baton Rouge, LA 70898-0439

(225) 926-3264 • 1-800-421-2944

Fax (225) 926-4102

**Corporate Office**

*Florida*

P.O. Box 988 • Lakeland, FL 33802-0988

(863) 665-6060 • 1-800-282-7648

Fax (863) 666-1958

**Southeast Region**

*Georgia, Kentucky, North Carolina, South Carolina, Tennessee*

P.O. Box 600 • Gainesville, GA 30503-0600

(678) 450-5825 • 1-800-971-2667

Fax (770) 531-1349

WC 97-056 (Rev. 3/08)  
LDI COI 288152-1 12 10

*Bridgefield Employers Insurance Company is an affiliate of and is managed by Summit.  
Summit includes Summit Consulting Inc. and its subsidiaries.*

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/01/2011
PRODUCER <b>1850</b> Cook, Hall & Hyde Inc. 17-17 Route 208 Fair Lawn, NJ 07410	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
North Florida Emulsions, Inc. 701 North Moody Road #15 Palatka, FL 32177	INSURER A: <b>Wesco Insurance Company</b>	
	INSURER B: <b>Markel Insurance Company</b>	<b>38970</b>
	INSURER C: <b>Hartford Fire Insurance Company</b>	<b>19682</b>
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	WPP101548600	06/15/2010	06/15/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA9948 INCL	WPP101548600	06/15/2010	06/15/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	XONJ339610	06/15/2010	06/15/2011	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C		OTHER MARINE LEASED/RENTED EQUIPMENT	13UUMJP2480	09/25/2010	09/25/2011	\$1,000 DEDUCTIBLE	
						\$150,000 PER OCCURRENCE	
						\$350,000 AGG PER LEASE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Volusia is included as Additional Insured under the General Liability Policy when required under written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
County of Volusia Purchasing & Contracts 123 West Indiana Avenue Deland, FL 32720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Richard D. Seibel</i>

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PRODUCER 386.328.1100 FAX 386.329.1100  
Bates Hewett & Floyd Insurance Agency  
3400 Crill Avenue, Suite 2  
Palatka, FL 32177

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED North Florida Emulsions Inc  
701 North Moody Road  
Palatka, FL 32177

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Bridgfield Employers Insurance Company</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$	
						GENERAL AGGREGATE	\$	
						PRODUCTS - COMP/OP AGG	\$	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
						OTHER THAN AUTO ONLY: EA ACC	\$	
						AGG	\$	
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$	
						AGGREGATE	\$	
							\$	
							\$	
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	830-46884	12/28/2010	12/28/2011	X	WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Waiver of Subrogation applies to the Work Comp inf favor of County of Volusia.

<b>CERTIFICATE HOLDER</b>  County of Volusia Purchasing and Contracts 123 West Indiana Avenue Deland, FL 32720	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE John Mike11

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Item: TP-282 & TP-271	Unit	Zone 1	Zone 2	Zone 3	Zone 4
<b>Full Depth Reclamation</b>					
Mobilization (Zone 1 & 2 grouped, Zone 3 & 4 grouped)	Each	No Bid	No Bid	No Bid	No Bid
Excavation for Widening or Unsuitable Material	Cubic Yard				
General Use Optional Base Material	Cubic Yard				
<b>0-10,000 Square Yard</b>					
Pulverization	Square Yard				
Cement - Cement Treated Base	Ton				
Asphaltic Cement - Foamed Asphalt Base	Gallon				
Asphalt Emulsion - Emulsion Treated Base	Gallon				
<b>10,001-25,000 Square Yard</b>					
Pulverization	Square Yard				
Cement - Cement Treated Base	Ton				
Asphaltic Cement - Foamed Asphalt Base	Gallon				
Asphalt Emulsion - Emulsion Treated Base	Gallon				
<b>25,001+ Square Yard</b>					
Pulverization	Square Yard				
Cement - Cement Treated Base	Ton				
Asphaltic Cement - Foamed Asphalt Base	Gallon				
Asphalt Emulsion - Emulsion Treated Base	Gallon				
Item: TP-281	Unit	Zone 1	Zone 2	Zone 3	Zone 4
<b>Cold-In-Place Recycling</b>					
Mobilization (Zone 1 & 2 grouped, Zone 3 & 4 grouped)	Each	No Bid	No Bid	No Bid	No Bid
Excavation for Widening or Unsuitable Material	Cubic Yard				
Added Rap or Aggregates	Ton				
<b>0-10,000 Square Yard</b>					
Cold-In-Place Recycled Bituminous Paving	Square Yard				
Asphalt Emulsion	Ton				
<b>10,001-25,000 Square Yard</b>					
Cold-In-Place Recycled Bituminous Paving	Square Yard				
Asphalt Emulsion	Ton				
<b>25,001+ Square Yard</b>					
Cold-In-Place Recycled Bituminous Paving	Square Yard				
Asphalt Emulsion	Ton				
Item: TP-315	Unit	Zone 1	Zone 2	Zone 3	Zone 4
<b>Open Graded Cold Mix Paving (OGCM)</b>					
Mobilization (Zone 1 & 2 grouped, Zone 3 & 4 grouped)	Each	1,500	1,500	1,500	1,500
<b>0-10,000 Square Yard</b>					
Open Graded Cold Mix Paving	Square Yard	11.99	11.99	11.99	11.99
<b>10,001-25,000 Square Yard</b>					
Open Graded Cold Mix Paving	Square Yard	11.99	11.99	11.99	11.99
<b>25,001+ Square Yard</b>					
Open Graded Cold Mix Paving	Square Yard	11.95	11.95	11.95	11.95
Item: TP-316	Unit	Zone 1	Zone 2	Zone 3	Zone 4
<b>Asphaltic Surface Treatment - Chip Seal</b>					
Mobilization (Zone 1 & 2 grouped, Zone 3 & 4 grouped)	Each	1000.00	1000.00	1000.00	1000.00
<b>0-50,000 Square Yard</b>					
Chip Seal - Single Application	Square Yard	1.74	1.74	1.74	1.74
Chip Seal - Double Application	Square Yard	3.24	3.24	3.24	3.24
<b>50,001-100,000 Square Yard</b>					
Chip Seal - Single Application	Square Yard	1.74	1.74	1.74	1.74
Chip Seal - Double Application	Square Yard	3.24	3.24	3.24	3.24
<b>100,001+ Square Yard</b>					
Chip Seal - Single Application	Square Yard	1.73	1.73	1.73	1.73
Chip Seal - Double Application	Square Yard	3.23	3.23	3.23	3.23

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Item: TP-317	Unit	Zone 1	Zone 2	Zone 3	Zone 4
<b>Asphaltic Surface Treatment - Micro surfacing</b>					
Mobilization (Zone 1 & 2 grouped, Zone 3 & 4 grouped)	Each	1000.00	1000.00	1000.00	1000.00
<b>0-50,000 Square Yard</b>					
Micro surfacing - Single Application	Square Yard	1.87	1.87	1.87	1.87
Micro surfacing - Double Application	Square Yard	2.79	2.79	2.79	2.79
Micro surfacing - Heavy Single Application	Square Yard	2.07	2.07	2.07	2.07
Micro surfacing - Heavy Double Application	Square Yard	2.99	2.99	2.99	2.99
Micro surfacing - Rut Fill	Ton	125.00	125.00	125.00	125.00
<b>50,001-100,000 Square Yard</b>					
Micro surfacing - Single Application	Square Yard	1.87	1.87	1.87	1.87
Micro surfacing - Double Application	Square Yard	2.79	2.79	2.79	2.79
Micro surfacing - Heavy Single Application	Square Yard	2.07	2.07	2.07	2.07
Micro surfacing - Heavy Double Application	Square Yard	2.99	2.99	2.99	2.99
Micro surfacing - Rut Fill	Ton	125.00	125.00	125.00	125.00
<b>100,001+ Square Yard</b>					
Micro surfacing - Single Application	Square Yard	1.87	1.87	1.87	1.87
Micro surfacing - Double Application	Square Yard	2.79	2.79	2.79	2.79
Micro surfacing - Heavy Single Application	Square Yard	2.07	2.07	2.07	2.07
Micro surfacing - Heavy Double Application	Square Yard	2.99	2.99	2.99	2.99
Micro surfacing - Rut Fill	Ton	125.00	125.00	125.00	125.00
<b>Item: TP-313</b>					
<b>Fog Sealing</b>					
Mobilization (Zone 1 & 2 grouped, Zone 3 & 4 grouped)	Each	500.00	500.00	500.00	500.00
Sanding/Blotting	Cubic Yard	10.00	10.00	10.00	10.00
<b>0-50,000 Gallon</b>					
Fog Sealing	Gallon	1.45	1.45	1.45	1.45
<b>50,001-100,000 Gallon</b>					
Fog Sealing	Gallon	1.44	1.44	1.44	1.44
<b>100,001+ Gallon</b>					
Fog Sealing	Gallon	1.43	1.43	1.43	1.43
<b>Item: TP-309</b>					
<b>Crack Sealing</b>					
Mobilization (Zone 1 & 2 grouped, Zone 3 & 4 grouped)	Each	500.00	500.00	500.00	500.00
<b>0-1,000 Gallon</b>					
Crack Sealing	Gallon	16.95	16.95	16.95	16.95
<b>1,001-10,000 Gallon</b>					
Crack Sealing	Gallon	13.95	13.95	13.95	13.95
<b>10,001+ Gallon</b>					
Crack Sealing	Gallon	13.90	13.90	13.90	13.90

**Exhibit 1**  
**TECHNICAL PROVISION**  
**TP-101**  
**MOBILIZATION**

The work specified in this Technical Provision consists of the preparatory work and operations in mobilizing for beginning work on the project and shall conform with the requirements of Section 101 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2000 except as amended hereinafter.

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. This item shall not include ongoing cost for above items.

Include the costs of all required permits, including the National Pollutant Discharge Elimination System permit, and any preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

**Pre-Construction Conference:** A Pre-Construction Meeting will be held on site to verify and agree on the square yardage of the project prior to beginning work on any assigned task. Names and phone numbers of key personnel of both Contractor and Owner shall be exchanged at the Pre-Construction Meeting. Any necessary updates to emergency contacts information shall be exchanged promptly, throughout the construction period. All required paperwork shall be submitted at or before the Pre-Construction Meeting and notices to businesses and residences as required in TP-102 shall be submitted for review and approval. Attendees must include, at minimum, the Project Superintendent and On-site foreman, the Project Inspector and other key personnel as may be needed for proper understanding of the project.

**Method of Measurement:** A pay item for Mobilization is listed in the bid form (see Attachment A) for work specified in this technical provision. Unit of measure for Mobilization shall be each mobilization for each separate process on each of two areas. Area one shall be Maintenance Zone 1 and 2, and area two shall be Maintenance Zone 3 and 4 (see Exhibit 12). All work of a particular type per project shall be completed in the area specified with one mobilization fee. No separate mobilization shall be considered for work in the same area defined above on the same project when mobilization was measured on the same type of work previously. Should Contractor mobilize to area two as define above, and then return to area one, such remobilization is at the cost of the Contractor.

**Basis of Payment:** Payment shall be each, as listed on the Attachment A for mobilization as measured above.

**Exhibit 2, REVISED**  
**TECHNICAL PROVISION**

**TP 102**

**MAINTENANCE OF TRAFFIC (MOT) AND DUST ABATEMENT**

The work specified in this Technical Provision consists of maintaining traffic within the project limits during the entire construction period and shall comply with the requirements of Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated 2000, the Florida Department of Transportation Roadway and Traffic Design Standards, dated January 2004, Index 600 series, and 700, Florida Department of Transportation's Plans Preparation Manual, Chapter 10, Work Zone Traffic Control; dated January 2000, and Part VI, The Federal Highway Administration's Manual on Uniform Traffic Control Devices (Millennium Edition) dated 2001 except as amended hereinafter.

The Contractor's work shall include any temporary suspensions of work, preparing approved traffic control plans, providing facilities, devices, and operations as required for access to residences and businesses along the project and for the safety and convenience of the public and to minimize public nuisance, installing, and maintaining traffic control markings, signs, and safety devices, and any other special requirements for safe and expeditious movement of traffic in the project area and other impacted areas as specified herein.

Regardless of the MOT standards and specific traffic control plan used, it shall be the Contractor's responsibility to maintain the work zone in a safe condition.

**Work Zone Traffic Supervisor:** The Contractor shall provide, at no additional cost to the County, a Work Zone Traffic Supervisor who has successfully completed advanced training in Maintenance of Traffic, and in general conformance to Section 5-8.4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2000. The Contractor shall provide a copy of the Work Zone Traffic Supervisor's training certification at the preconstruction conference. The Maintenance of Traffic Plan shall be installed, maintained and removed under the direct supervision of an individual who has successfully completed intermediate or advanced training in Maintenance of Traffic.

**Traffic Control Plan:** Preparing detailed work zone traffic control plans for the County's approval is included in this Technical Provision. The plans prepared shall indicate a traffic control plan for each phase of the Contractor's activities. The Contractor may not begin work until a traffic control plan is approved in writing by the County. Traffic control plans modifications require the County's written approval. Except in an emergency, no changes to the approved plan are allowed until written approval is received. The approved traffic control plan shall be available on site at all times.

**Maintenance of Detours:** The Contractor shall repair, at his expense, all potholes and other localized failures on streets used as detour routes and haul roads to simplify construction operations.

**Replacement of Traffic and Street Signs:** The Contractor shall re-erect all existing traffic and street signs within the project site moved or relocated during construction.

**Specific Requirements:** The work and payments for MOT includes the following:

1. All existing roads will be kept open to two-way traffic during construction, except where otherwise approved in the MOT. The Contractor shall maintain one lane of traffic minimum in each direction (each lane 11-foot wide minimum) at all times by using existing or constructing temporary pavement.
2. Temporary pavement shall consist of six-inch thick suitable base and one-inch thick asphalt concrete surface.
3. Construction of major side streets should be phased similarly to maintain one lane of traffic in each direction (each lane 11-foot wide minimum) at all times by using existing or constructing temporary pavement.
4. The Contractor shall remove any existing striping conflicting with MOT during construction and provide adequate signing and/or striping.
5. Alternate access shall be provided to all residences and businesses whenever construction interferes with the existing means of access. The Contractor is not permitted to isolate residences or businesses.
6. Major intersections shall have through movements maintained at all times during construction except during short periods of time approved by the County Traffic Engineer's Representative.
7. Traffic shall be maintained on paved, dust free surfaces at all times.
8. The Contractor is responsible for establishing a work schedule so that any location under construction shall not be left in hazardous condition at the completion of any work period.
9. When construction activities require flagmen for traffic control, the Contractor shall employ the appropriate number of trained, competent flagmen, and shall provide them with appropriate equipment in good condition.
10. Temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, and garages shall be provided and maintained in a safe condition by the Contractor. The Contractor shall take precautions to protect the work and the safety of the public.
11. All homeowners, residents and businesses affected by the construction shall be notified in writing by letter two (2) days in advance of the work and suitable signs shall be posted at each end of the project limits. The notice shall be of the door hanger type, which secures to the door handle of each location. Unsecured notices shall not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Should work not occur on the specified day, a new notification shall be distributed.

The notification shall state the time and date that the work shall take place, a current phone number of the contractor's on-site supervisor and a brief description of work being performed. The Contractor shall be responsible for contacting local affected waste collection companies, United States Mail Carriers, United Parcel Services, Police and Law Enforcement, County and Municipal Fire Services etc. ahead of time to notify of the day that work is planned and how it may affect their operation. Failure to do so will result in delay of the operations.

12. Driveway blockage during construction shall be consciously minimized so as to reduce inconvenience to local residence. In no case shall a driveway be blocked without prior knowledge of the home or business owner or tenant.

**Dust Abatement:**

**General:** Dust abatement shall consist of applying, when ordered, water or dust palliative for abatement of dust nuisance originating within the project limits. The methods, materials, and procedures for dust abatement shall be subject to approval by the County Engineer. Dust abatement operations shall be performed by the Contractor at the time, location, and in the amount ordered by the County Engineer. Dust abatement operations shall be on-call for operation on a 12-hour per day, seven-day per week basis as necessary.

**Water:** Water used for dust control shall be furnished and applied by means of vehicle-mounted tanks equipped with suitable sprinkling devices and in the quantities ordered by the County Engineer. The water used for dust abatement may be obtained from any approved pond, lake, stream, or municipal water system. The water shall be free of excess silt, excess and harmful chemicals, acids, alkalis, or any substance which might be obnoxious to traffic or might be harmful to plant growth. Salt water shall not be used.

**Vehicle for Application:** The vehicle for applying water for dust abatement shall be equipped with an approved metering device, installed at such point on the vehicle as to measure the water at the time of its application. The vehicle may be equipped with a calibrated tank when approved by the County Engineer.

**Method of Measurement.**

No pay item is listed on the Bid Form(Attachment A) for work required in this Technical Provision. The quantity to be paid shall be included in the quantities measured for which items as listed in this Technical Provision are incidental. This includes all items of work described herein and in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated 2000. These items include but are not limited to driveway maintenance, temporary pavement marking, temporary signing, barricades and flagmen.

**Basis of Payment:**

The quantities to be paid for under this Technical Provision shall be included in the Unit Prices for work to which it is incidental, for instance Microsurfacing (Single

application) or Cold Mix Open Grade. The unit prices include all work listed in their respective Technical Provision plus items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions, including all items of work described herein, in the plans, and in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated 2000.

**Exhibit 10**  
**TECHNICAL PROVISION**  
**TP-316**  
**ASPHALTIC SURFACE TREATMENT (CHIP SEAL)**

The work specified in this section consists of furnishing and applying a single or double application of bituminous surface treatment on a prepared sub-grade or road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

**Description:** Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

**Materials:**

**Aggregates:** Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

**Liquid bituminous material for surface treatment:** CRS-2h liquid bituminous material conforming to FDOT specification section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by Volusia County.

**Cationic Asphalt Emulsion**

Material Designation	Minimum	Maximum
Test on Emulsion:		
Viscosity, Saybolt Furol, 77°F (25°C),	---	---
Viscosity, Saybolt, 122°F (50°C), s	150	400
Storage Stability Test, 24-h, %*		1
Distillation (prior to addition of diluent)		
% residue by volume of emulsion	65	---
% oil distillate by volume of emulsion	---	0.5
Tests on Residue from Distillation:	---	---
Penetration, 77°F, 100 g., 5 sec.	70	110
Solubility in Trichloroethylene, %	97.5	---

Ductility, 77 °F, 5 cm./min., cm.	100	---
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**Material Samples:**

The County shall require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor shall also provide a sample of the emulsion, on site, prior to commencing work. The County shall require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor shall be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

**Equipment:**

**Distributor:**

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors shall not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

**Aggregate Spreader:**

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

**Pneumatic Tire Rollers:**

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers shall be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

**Self-Propelled Rotary Power Broom:**

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

**Additional equipment:**

Additional equipment shall be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

**Construction:****Layout:**

The Contractor shall be responsible for the string lining and lay out of the roadway prior to paving.

**Weather and Seasonal limitations:**

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 °F in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

**Preparation of Surface:**

The chip seal material shall be placed on a firm unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris.

**Application of bituminous material:**

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75° F or one hundred (100') feet if the air temperature is below 75 °F.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.
- **Double Chip Seal:** The second application of liquid bituminous material shall be

applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

**Application of cover Aggregate:**

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

**Rolling:**

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

**Sweeping:**

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 ° F, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

**Fog Seal:**

Upon direction from the engineer, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water. Fog seal shall then be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader.

**General Performance:**

Provide completed pavement which performs to the satisfaction of the County without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

**Traffic Control:**

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until all placement operations are completed. The Contractor shall submit an MOT plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance. Where adjustments or corrections are

needed, prompt revisions shall be made.

**Notes:**

Contractor shall use a string line to insure straightness of all paving operations, any deficiencies must be removed by saw cutting the edge of pavement in a straight line; all longitudinal joints shall be in the center of the road. Difficulties and problems shall be reported to the Owner in a timely manner so as to avoid serious impacts to the project.

The Contractor shall construct a two (2) foot apron at all driveways

**Method of Measurement:**

If a pay item is listed on the Bid Form (Attachment A) for work required in this Technical Provision, the quantity to be paid shall be as specified in the Attachment A including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Attachment A, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Provision for Fog Seal

**Basis of Payment:**

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Chip Seal (Single application), Chip Seal (Double application) or as listed in the Attachment A. The Unit price includes all items listed in the ITB, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment shall be provided for any item necessary for the completion of this ITB as detailed in the specifications, except that at the direction of the county, Fog Seal shall be applied and paid separately as listed in the Technical Provision for Fog Seal.

**Exhibit 11**  
**TECHNICAL PROVISION**  
**TP-317**  
**Microsurfacing**

The work specified in this section consists of placement of a polymer modified Microsurface on a prepared existing paved road, placed within the lines, grades, and thickness established by the County.

**Description:** Microsurfacing is a polymer-modified cold-mix paving system that begins as a mixture of dense-graded aggregate, polymer modified asphalt emulsion, water, and mineral fillers placed in a slurry state at ambient air temperature to extend the service life of both urban and rural roads within the County.

**Materials:**

**Emulsified Asphalt:** Quick-set latex modified cationic type CSS or CQS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CQS-1h or CSS-1h,

Property	Minimum	Maximum
Viscosity, Saybolt Furol @ 25° C, Sec.	20.0	90.0
Particle Charge	Positive	---
Sieve Test	---	0.1
Distillation:	---	---
Oil distillate, by volume, %	---	0.5
Residue from Distillation, %	62.0	---
Penetration, 25°C, 100g, 5 sec.	40.0	100.0
Ductility, 77° F, 50 mm/ sec.	70.0	---

plus the following:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T53	D36	Softening Point	135 °F (57 °C) Min.
T59	D244	Residue after Distillation	62% Minimum
T49	2397	Penetration at 77 ° F (25 ° C)	40 – 90*
	2170	Kinematic Viscosity @ 275 ° F (135 ° C)	650 cSt/sec. Minimum °F

It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design.

**Aggregate:** The mineral aggregate used shall be of the type and grade specified for the particular use of the Microsurfacing. The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, one-hundred percent (100%) of the parent aggregate will be larger than the largest stone in the gradation to be used.

When aggregate is tested according to the following test, it should meet these minimum requirements:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
AASHTO T176	ASTM D2419	Sand Equivalent	65 Minimum
AASHTO T104	ASTM C88	Soundness	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
AASHTO T96	ASTM C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands.

SIEVE SIZE	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE
¾ (9.5 mm)	100	100	
#4 (4.75 mm)	90 – 100	70 - 90	± 5 %
#8 (2.36 mm)	65 – 90	45 – 70	± 5 %
#16 (1.18 mm)	45 – 70	28 - 50	± 5 %
#30 (600 um)	30 – 50	19 - 34	± 5 %
#50 (330 um)	18 – 30	12 - 25	± 4 %
#100 (150 um)	10 – 21	7 - 18	± 3 %
#200 (75 um)	5 – 15	5 - 15	± 2 %

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate shall be accepted at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests according to AASHTO T2 (ASTM D75). If the average of the five tests are within the gradation tolerances, then the materials shall be accepted. If the tests show the material to be out, the contractor shall be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification. Materials used in blending must meet the quality tests before blending and must be blended in a manner to produce a consistent gradation. If blending is used, it shall require that a new mix design be performed. The contractor shall supply copies of the aggregate tickets to the customer within 24 hours of delivery to the job site.

Screening shall be required at the stockpile prior to delivery to the paving machine if there are any problems created by having oversize material in the mix.

**Mineral filler:** (if required) shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and shall be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Microsurfacing is being placed if it is found to be necessary for better consistency or set times.

**Water:** Potable and free of harmful or deleterious materials.

**Additives:** Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

**Mix Design:** The Contractor shall submit to the County for approval a complete mix design prepared and certified by a laboratory which has experience in designing Microsurfacing. After the mix design has been approved, no substitution shall be permitted, unless approved by the County. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the Contractor shall provide on the project. Recommended tests and values are as follows:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-139	Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 Kg-cm Minimum 20 Kg-cm Minimum or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft <sup>2</sup> Maximum (538 g/m <sup>2</sup> Maximum)
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
ISSA TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum 75 g/ft <sup>2</sup> (807 g/m <sup>2</sup> ) Maximum

The Wet Track Abrasion test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content of a micro surface system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. Some systems require longer times for the asphalt to adhere to the stone. In these systems, a modified Marshall Stability Test (ISSA TB-148) or Hveem Cohesimeter Test (ASTM D 1560) has been used to confirm asphalt content.

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 Pounds (56.71 Kg)	5% Maximum 2.10% Maximum
ISSA TB-113	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

The mixing test is used to predict how long the material can be mixed in the machines before it begins to break. It is more for information to be used by the contractor than for quality of the end product.

The mixing test and set-time test should be checked at the highest temperatures expected during construction.

The mix design shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The County's Project Manager will give final approval for all such adjustments.

<u>COMPONENT MATERIALS</u>	<u>LIMITS</u>
Residual Asphalt	7% to 10.5% by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

**EQUIPMENT:**

**Mixing Equipment:** The machine shall be specifically designed and manufactured to lay Microsurfacing. The material shall be mixed by an automatic-sequenced, self-propelled Microsurfacing mixing machine, which shall be a continuous-flow mixing unit able to

accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

The machine shall be equipped to allow the operator to have full control, from the rear of the machine, of the forward and reverse speeds during applications of the Microsurfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

**Proportioning Devices:** Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.

**Spreading Device:** The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

**Secondary Strike-off:** A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. Burlap drags shall not be permitted on the final applications.

**Rut-Filling Box:** When required, before the final surface course is placed, preliminary Microsurfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of one-half (½) inch (12.7 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either five foot (5) (1.5m) or six foot (6) (1.8 m) in width. For irregular or shallow rutting of less than one-half (½) inch (12.7 mm) in depth, a full-width scratch-coat pass may be used as directed by the County. Ruts that are in excess of one and one-half (1-½) inches (38.1 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for at least a twenty-four (24) hour period before additional material is placed on top of the level-up.

**Auxiliary Equipment:** Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment shall be provided by the Contractor as necessary, (or as the County requires) to perform the work.

**General:** Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the County prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than sixty (60) days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine shall be allowed to work on the project until the calibration has been completed and/or accepted.

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

**Construction:**

**Weather Limitations:** Microsurfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Microsurfacing shall be applied when there is the possibility that the finished product shall freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time or as directed by the County.

**Surface Preparation:** Immediately prior to applying the Microsurfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method shall be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Microsurfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Microsurfacing by a suitable method. The County shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, shall be permitted.

**Tack Coat:** Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The emulsified asphalt shall be SS or CSS grade. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd<sup>2</sup> (0.23 to 0.45 l/m<sup>2</sup>). The tack coat shall be allowed to cure sufficiently before the application of Microsurfacing. If a tack coat is to be required, it shall be billed as a separate pay item.

**Application:** A test strip shall be placed in conditions similar to those expected to be encountered during the project unless specifically waived by the county.

When required by local conditions, the surface shall be pre-wetted ahead of the spreader box. The rate of application of the spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement.

The Microsurfacing shall be of the desired consistency upon leaving the mixer.

A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job shall be stopped until the contractor proves to the Project Manager or his/her designee that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half (1/2) inch wide (12.7 mm) and four inches (4) long (101 mm), or one inch (1) wide (25.4 mm) and three (3) inches long (76.2 mm), in any 29.9 yd<sup>2</sup> (25 m<sup>2</sup>) area. No transverse ripples or longitudinal streaks of one-fourth (1/4) inch in depth (6.4 m<sup>2</sup>) shall be permitted, when measured by placing a ten (10) foot (3 m) straight edge over the surface.

The Microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average application rate, as measured by the Project Manager, shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATES
TYPE II Single application	Urban and Residential Streets	18 - 22 lb/yd <sup>2</sup>
TYPE II Double application	Urban, Residential, and Primary Routes	28 - 32 lb/yd <sup>2</sup>
TYPE II Heavy single application	Primary and Cold Mix Roads as directed	22 - 26 lb/yd <sup>2</sup>
TYPE II Heavy double application	Primary and Cold Mix Roads as directed	36 - 40 lb/ yd <sup>2</sup>
TYPE II Rut Fill	Wheel Ruts	Tonnage As Required and Approved by County

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight of the aggregate.

Single applications shall be applied in single passes, and Double applications in two, full width passes. When two passes are used, the first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The second course is applied at 15 - 30 lb/yd<sup>2</sup> (8.1 - 16.3 kg/m<sup>2</sup>).

**Opening to Traffic:** Microsurfacing shall be capable of producing an emulsified asphalt paving mixture that will cure at a rate which will permit traffic on the pavement within one hour after application without damaging the pavement surface. Any damage done by traffic to the Microsurfacing shall be repaired by the Contractor at his/her expense.

**Joints:** No excess buildup, uncovered areas, or unsightly appearance shall be permitted

on longitudinal or transverse joints. The contractor shall provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes shall be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of three (3) inches (76.2 mm) shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (1/4) inch (6.4 mm) difference in elevation when measured by placing a ten (10) foot (3 m) straight edge over the joint and measuring the elevation drop-off.

**Mix Stability:** The Microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying Microsurfacing material.

**Handwork:** Areas which cannot be reached with the machine shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

**Edgelines:** Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas shall be permitted. Lines at intersections shall be kept straight to provide a good appearance. If necessary, a suitable material shall be used to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than  $\pm 2$  inches ( $\pm 50$  mm) horizontal variance in any 96 feet (30 m) of length.

**Clean-up:** All areas, such as man-ways, gutters, and intersections, shall have the Microsurfacing mix removed as specified by the County. The Contractor shall, on a daily basis, remove any debris associated with the performance of the work, completely and thoroughly to the satisfaction of the County. In addition, the Contractor shall, at the request of the County pressure wash any area such as, curb and gutter, private driveways, etc. removing any and all stains associated with the placement of the Microsurfacing.

**General Performance:**

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

**Traffic Control:**

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until all operations have been completed and the micro surface is sufficiently dry to keep vehicular traffic from marking the mat. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT

plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made. The Contractor shall construct a two (2) foot apron at all driveways

**Method of Measurement:**

If a pay item is listed on the Bid Form (Attachment A) for work required in this Technical Provision, the quantity to be paid shall be as specified in Attachment A including all items of work described herein. Any item necessary for Microsurfacing, and not specifically listed in another item in Attachment A, shall be included in this item.

**Basis of Payment:**

The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Microsurfacing (Single application), Microsurfacing (Double application), Microsurfacing (Heavy single application), Microsurfacing (Heavy double application) and the per Ton price for Microsurfacing (Rut filling) or as listed in Attachment A. The Unit price includes all items listed in the ITB, including all General Conditions, Special Conditions and Technical Provisions pertaining to Microsurfacing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this ITB as detailed in the specifications.

COMPOSITE EXHIBIT "B"

NOVEMBER 1, 2013 WRITTEN PROPOSALS FOR BRYAN ROAD, COMPTON ROAD  
AND MARCELLA BOULEVARD

**NORTH FLORIDA EMULSIONS, INC.**  
701 North Moody Road #15  
Palatka, Florida 32177  
(386) 328-1733 Fax (386) 328-1887  
[Northflemulsions@bellsouth.net](mailto:Northflemulsions@bellsouth.net)



April 3, 2014

Mr. Mark Kutney  
Loxahatchee Groves  
Water Control District  
Loxahatchee, Florida 33470



RE: Brian Road

Dear Mr. Kutney,

North Florida Emulsions offers the following quote for your project:

Brian Road Resurfacing will require some work to bring it up to standards and to help it last another 7 to 10 years. This road was cold mixed some 20 years ago and is falling apart, we recommend the following:

29 Tons of Rut Fill using our micro-surfacing material, then pave over the top of that with a ½" or (1) 30 lb. lift of Micro-Surfacing to help hold the road together for the next few years.

7,392 Square Yards @\$2.79 per square yard	= \$20,623.68
29 Tons of Rut Fill @\$125.00 per ton	= \$ 3,625.00
Total for project	\$24,248.68

This is using the Volusia County Contract as a piggyback offer. If you have any questions please feel free to call us anytime.

Sincerely,

Jeffrey King  
President / NFE

**NORTH FLORIDA EMULSIONS, INC.**  
701 North Moody Road #15  
Palatka, Florida 32177  
(386) 328-1733 Fax (386) 328-1887  
[Northflemulsions@bellsouth.net](mailto:Northflemulsions@bellsouth.net)



April 3, 2014

Mr. Mark Kutney  
Loxahatchee Groves  
Water Control District  
Loxahatchee, Florida 33470



RE: Compton Road

Dear Mr. Kutney,

North Florida Emulsions offers the following quote for your project:

Compton Road Resurfacing will require some work to bring it up to standards and to help it last another 7 to 10 years. This road was cold mixed some 20 years ago and is falling apart, we recommend the following:

20 Tons of rut fill using our micro-surfacing material, then pave over the top of that with a ½" or (1) 30 lb. lift of Micro-Surfacing to help hold the road together for the next few years.

Mobilization	= \$ 1,000.00
7,392 Square Yards @\$2.79 per square yard	= \$20,623.68
20 Tons of Rut Fill @\$125.00 per ton	= \$ 2,500.00
Total for project	\$24,123.68

This is using the Volusia County Contract as a piggyback offer. If you have any questions please feel free to call us anytime.

Sincerely,

Jeffrey King  
President / NFE

**NORTH FLORIDA EMULSIONS, INC.**  
701 North Moody Road #15  
Palatka, Florida 32177  
(386) 328-1733 Fax (386) 328-1887  
[Northflemulsions@bellsouth.net](mailto:Northflemulsions@bellsouth.net)



April 3, 2014

Mr. Mark Kutney  
Loxahatchee Groves  
Water Control District  
Loxahatchee, Florida 33470



RE: Marcella Road

Dear Mr. Kutney,

North Florida Emulsions offers the following quote for your project:

Marcella Blvd. is a cold mix paved road that is beginning to unravel just a little. We recommend that you consider the following recommendation to help preserve the road for a few more years.

10 Tons of Rut Fill using our micro-material, then pave over the top of that with a ½" or (1) 30 lb. lift of Micro-Surfacing to stop the unraveling and save the road for another 7-10 years.

8,213 square yards @\$2.79 per square yard	\$22,914.27
10 Tons of Rut Fill @ 125.00 per ton	<u>\$ 1,250.00</u>
Total for project	\$24,164.27

This is using the Volusia County Contract as a piggyback offer. If you have any questions please feel free to contact us anytime.

Sincerely,

Jeffrey King  
President / NFE



**Item 9.e.**

**OLD BUSINESS**

**Speed Humps**

**(No backup provided)**



**Item 10.a.**

**NEW BUSINESS**

**Gas Tax Map Modifications**

# TOWN OF LOXAHATCHEE GROVES

## OFFICE OF THE TOWN MANAGER

### AGENDA REPORT

**TO:** Mayor and Town Council

**FROM:** Braeden Garrett, Town Planning Technician

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

**DATE:** April 9, 2014

**SUBJECT:** 2014 Gas Tax Map Amendments

#### I. BACKGROUND/HISTORY

Each year the Town must certify the official Gas Tax Map from Palm Beach County. The objective is to provide Palm Beach County with the necessary feedback so that they can most accurately calculate the number of our municipally maintained lane-miles. The data is then forwarded to Tallahassee to determine the distribution of gasoline taxes to each municipality.

#### II. DISCUSSION

It is the Town's responsibility to check all of the roads within our boundaries for any discrepancies. Any comments or revisions must be documented and returned by April 30<sup>th</sup>, 2014.

Town Management has received several requests to remove residents' roads from the Gas Tax Map, and the Town's Public Works Vendor has verified the requested roads. During his annual check of the roads, the Public Works Vendor has also noted several private/gated roads that need to be removed as well. The following roads and mileage are as follows:

1. **Timberlane Place** – Beginning at 15201/15202 and continuing until the terminus for a total of 960 feet.
2. **13<sup>th</sup> Place North** – The entire road is a private access for the two properties (same owner) that it serves. Total distance being removed is 1,320 feet.
3. **11<sup>th</sup> Lane North** – Beginning at 13161 and continuing to the terminus for a total of 450 feet.
4. **Perkins Drive** – The entire road was built and has been maintained by the Perkins'. The total distance being removed is 2,790 feet.
5. **Shamrock & B Road** – Gated and fenced for a total of 1,600 feet.
6. **Fortner Drive & C Road** – Gated and fenced for a total of 1,240 feet.
7. **30th Court & D Road** – Gated and fenced for a total of 1,200 feet.
8. **27th Lane N & D Road** – Gated and fenced for a total of 1,200 feet.
9. **Paddlefoot & E Road** - Gated and fenced for total of 800 feet.
10. **Great Dane Lane & G Road West** – Gated and fenced for a total of 800 feet.

Each road that is up for removal has been identified in Exhibit A. The total number of lane-miles that are proposed for removal from the Gas Tax Map: **2.34 miles**.

#### III. FISCAL IMPACT

- There will be a decrease in the amount of gasoline tax that the Town will receive after the removal of lane-miles.

#### **IV. ATTACHMENTS**

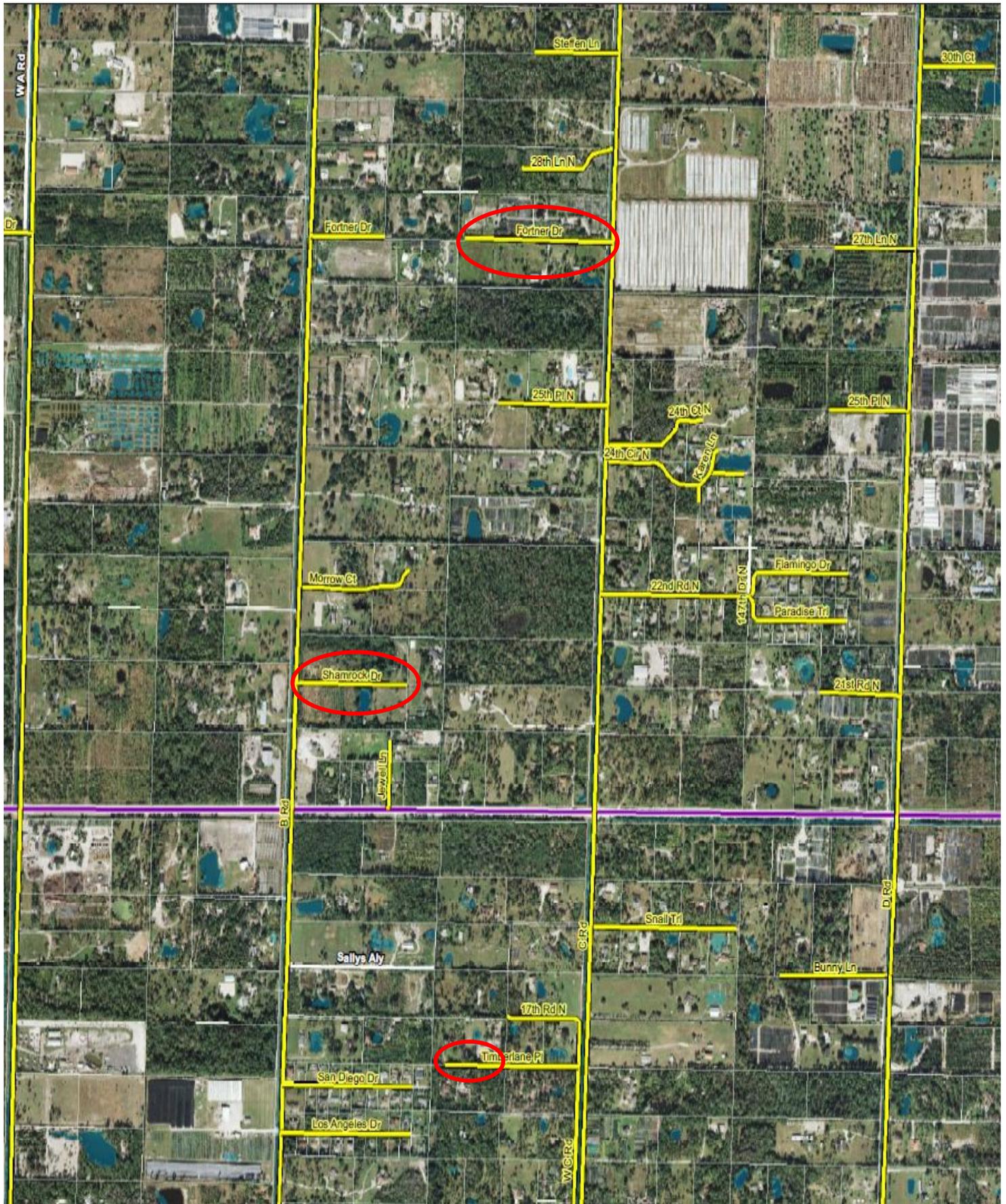
- Exhibit A

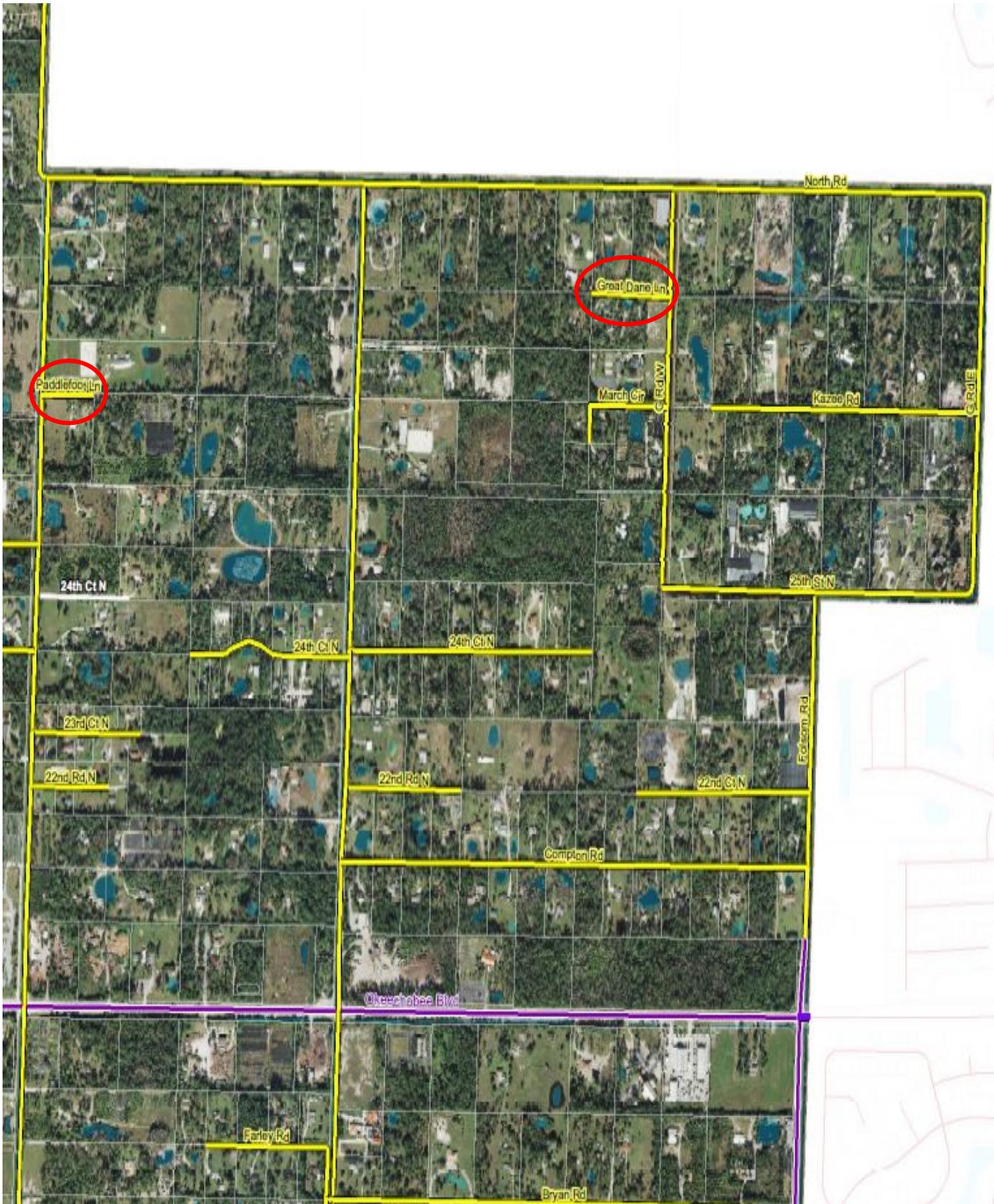
#### **V. RRECOMMENDED ACTION**

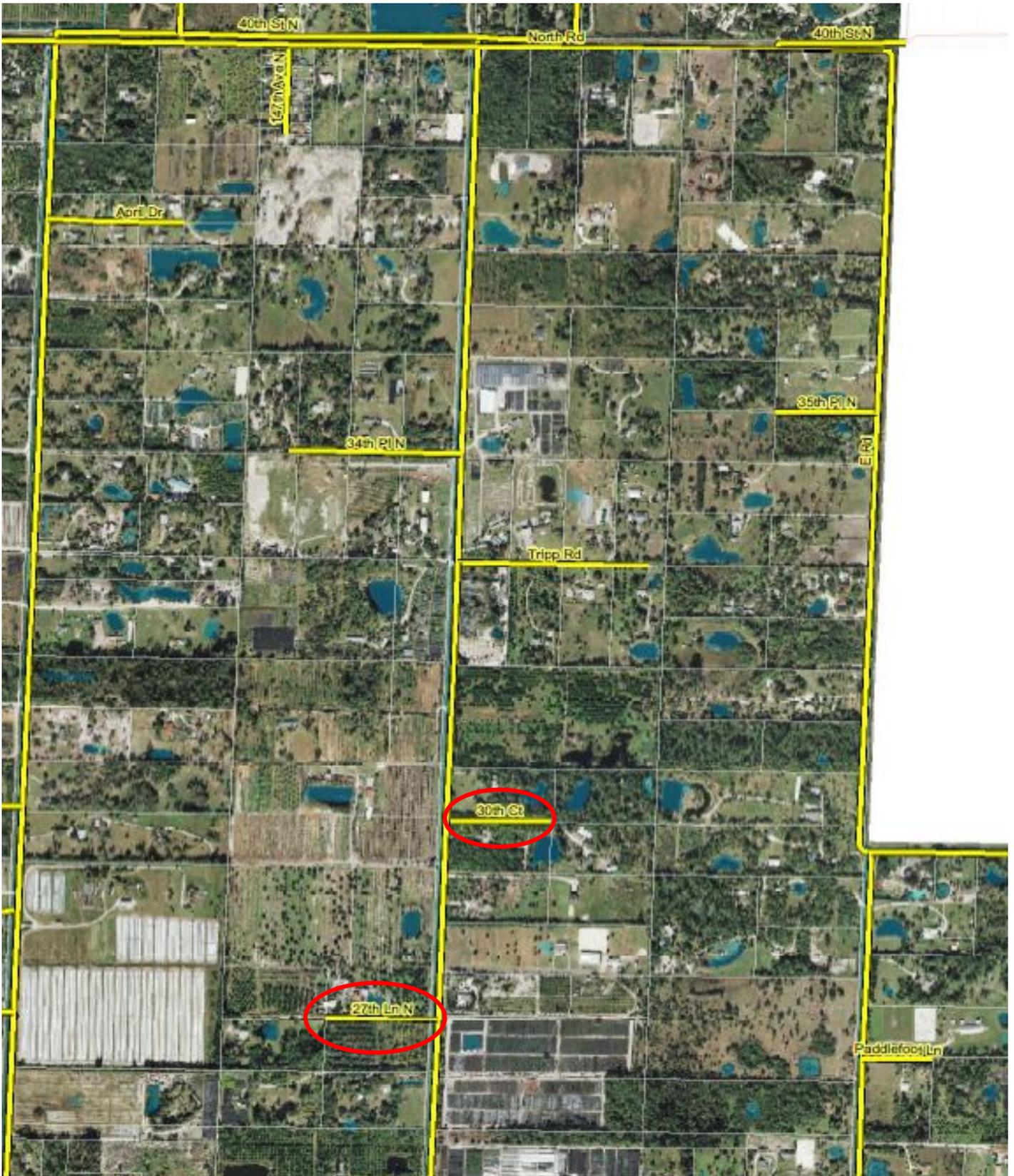
Town Management recommends the approval of the elimination of the documented roads from the Gas Tax Map.

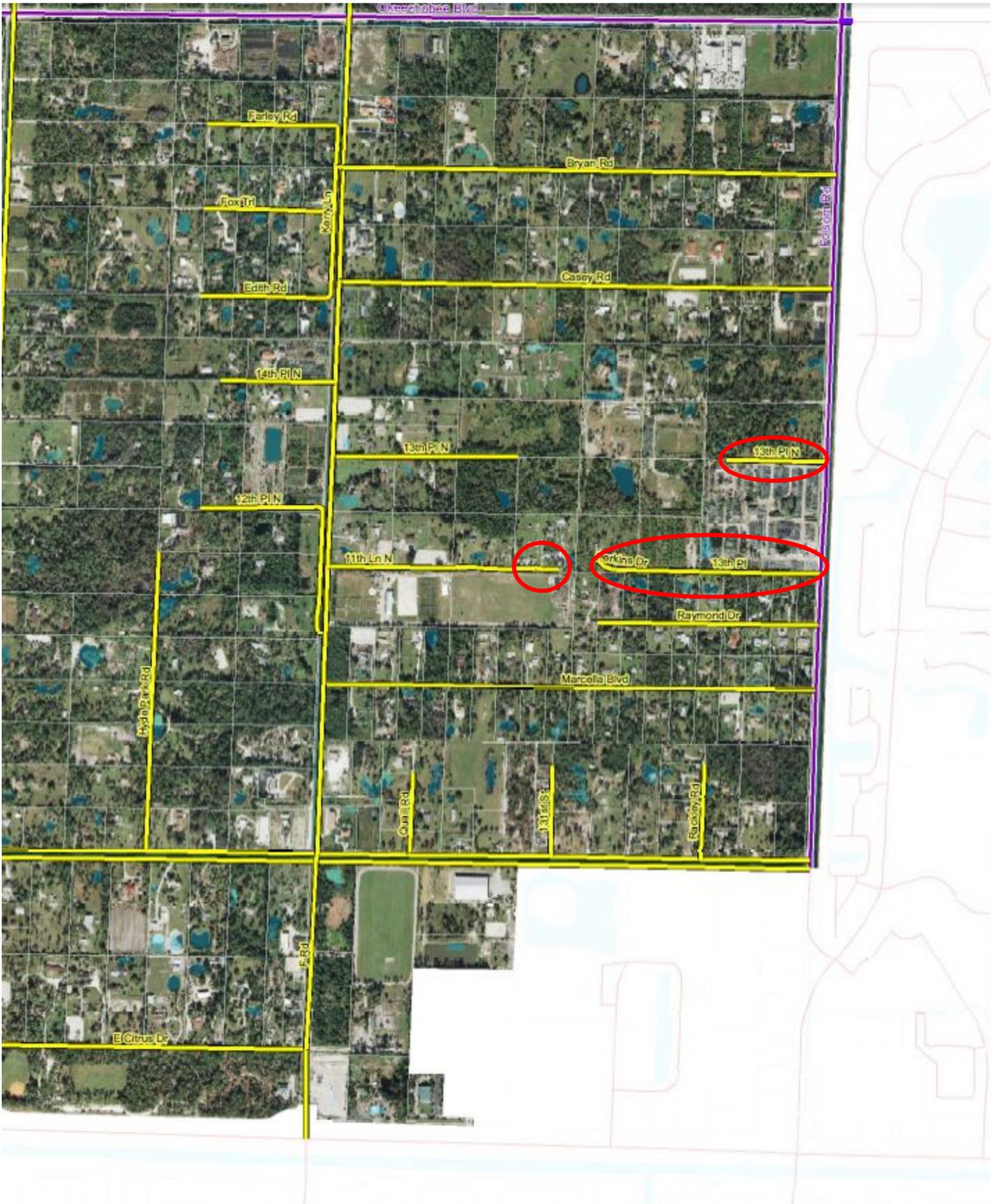
EXHIBIT A

SECTIONS OF THE GAS TAX MAP IDENTIFYING TIMBERLANE PLACE, 13<sup>TH</sup> PLACE NORTH, 11<sup>TH</sup> LANE NORTH, PERKINS DRIVE, SHAMROCK DRIVE, FORTNER DRIVE, 30<sup>TH</sup> COURT, 27<sup>TH</sup> LANE NORTH, PADDLEFOOT LANE, GREAT DANE LANE.











**Item 10.c.**

**NEW BUSINESS**

**Marianna Miles, 3413 B Road**

**Re OGEM**

April 9, 2014

**Re: North B Road residence that have Direct access to B Road**

Dear Council Members,

There are a total of 531 acres that have direct access on and off B Road. Those residences have no other road as a choice to use when coming out of their property. I sent 60 letters out with return, stamped envelopes asking the residence who are affected asking them if they want OGEM or not and to respond back to me either way.

I received YES from 20 people totaling 199 acres.

I received NO from 7 people totaling 66 acres (including 1 letter with no name and no acreage total).

265 acres responded and 266 did not respond at all.

Since the letter dated 9/16/13 was sent, 4 properties have been purchased on B Road. I have sent a letter today 4/9/14 to 3 of them and I await their response if any. The 4th was purchased by Lawrence Corning who already said no. My total reflects 5 more acres for him giving him a total of 20 acres not 15 as stated on his original paper he sent to me.

I have approached the board for brief moments in the past and have handed in letters and maps. The issue of putting OGEM on North B Road hasn't been discussed with me for any length of time. I have been waiting all this time because I realize the board has had other pressing issues and I feel this deserves some attention.

B Road North has become a major cut through road since the other roads have been done. There are semi's that cut through every day. Traffic also has increased coming from 40th and 140th. The dirt on our road is continuing to blow away which I'm sure is costing a lot of money. That cost gets handed to the residence of B Road. Our Fences, trees, and automobiles all look we live in the gutter. Not to mention the poor people riding bikes that are getting dusted or have to endure the washboard effect of the road when the conditions are bad.

You (as the Board) all know how our roads are, and the cost to maintain them every day. I am here to state that the people that say YES really want the OGEM. Some of the people that didn't respond I'm sure that they would want it (so I've heard) but can't afford it. There are also the people who don't like the speed humps.

When the vote happened, the YES votes would have outweighed the NO votes if it would have been based on the residences that have direct access to B Road.

I am asking the board to really consider doing B Road with OGEM.

Thank you Marianne Miles

**YES**

North B Road Residence 9/16/13

If you would like to have OGEM put on our road, please fill out the comment card below.

- 1) Fill in the Date, print your Name, Address, and Phone number.
- 2) Check the box that states, I request my question/comment below be read into the record. Please keep comment short.
- 3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

Either way, Yes or No Please send this letter back to me in the envelope provided. Thank you, Marianne Miles



**Town of Loxahatchee Groves Town Council  
Public Comment Card**

**Instructions:**

- 4. Please complete this comment card and submit to the Town Clerk prior to the start of the meeting or prior to your agenda item being discussed.
- 5. When your name is called, please approach the podium and give your name and address in an audible tone of voice for the minutes. Each citizen shall be limited to a maximum speaking time of three (3) minutes.
- 6. Note: Comment cards are considered public documents.

Date: 9/16/13 Item #: \_\_\_\_\_  
 Name: Marianne Miles Address: 3413 B Road Phone: \_\_\_\_\_

I wish to speak       I request my question/comment below be read into the record

Question / Comment: Yes to OGEM 10 acres

**Decorum:** Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

If you would like to have OGEM put on our road, please fill out the comment card below.

- 1) Fill in the Date, print your Name, Address, and Phone number.
- 2) Check the box that states, I request my question/comment below be read into the record. Please keep comment short.
- 3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

Either way, Yes or No Please send this letter back to me in the envelope provided. Thank you, Marianne Miles



**Town of Loxahatchee Groves Town Council  
Public Comment Card**

**Instructions:**

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Date: 12/9/13 Item #: \_\_\_\_\_

Name: GERALD J. JONES Address: 3481 "B" Rd Loxahatchee Phone: 561-662-5964

I wish to speak       I request my question/comment below be read into the record

Question/Comment: Yes I want Ogem

**Decorum:** Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

Revised 2/6/2012, JM

If you would like to have OGEM put on our road, please fill out the comment card below.

- 1) Fill in the Date, print your Name, Address, and Phone number.
- 2) Check the box that states, I request my question/comment below be read into the record. Please keep comment short.
- 3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

Either way, Yes or No Please send this letter back to me in the envelope provided. Thank you, Marianne Miles



**Town of Loxahatchee Groves Town Council  
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Date: 10/1/13 Item #: \_\_\_\_\_  
 Name: TREVOR LOWE Address: 3033 B ROAD LOXAHATCHEE Phone: 561-728-553

I wish to speak  I request my question/comment below be read into the record

Question / Comment: YES I WOULD LIKE OGEM ON OUR ROAD ,  
MAY ASK REPRESENTATIVE TO ATTEND MEETING

Warning: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council will be barred from further audience before the Council by the presiding officer, unless permission to continue or address the Council is granted by the presiding officer.

If you would like to have OGEM put on our road, please fill out the comment card below.

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If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

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Date: 9-25-13

Name: David Ferris Address: 15695 Ferris Lane Phone: 561-571-0253 Item #: \_\_\_\_\_

I wish to speak

I request my question/comment below be read into the record

Question / Comment: I would like OGEM to be put on our road, I  
own 5 acres

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

North B Road Residence 9/16/13

If you would like to have OGEM put on our road, please fill out the comment card below.

- 1) Fill in the Date, print your Name, Address, and Phone number.
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If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

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Date: 10/10/13

Name: Livia F. Sanchez Address: 2880 B Rd Loxahatchee Fl Phone: 561-723-6700 Item #: \_\_\_\_\_

I wish to speak

I request my question/comment below be read into the record

Question/Comment: Yes I would like OGEM to be put on our road, (5 acres) we own

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.



Town of LOXAHATCHEE GROVES

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Date: 11/06/13 Joe Callahan
Name: [Signature] Address: 2918 B Road Phone: 561-568-6868 Item #: [Blank]

I wish to speak

I request my question/comment below be read into the record

Question / Comment: Yes I want O GEM on the Road 10 acres

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

Revised 2/6/2012, JM



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Date: 9/30/13

Name: BANKERS LENDING SERVICES INC Address: 2942 B Rd. Loxahatchee FL Phone: (305) 338-4636

I wish to speak

I request my question/comment below be read into the record

Question/Comment: Yes, I would like OGEM to be put on our road. I own 5 acres.

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

Revised 2/6/2012, JM

By: [Signature] CANTARIS MACIELS President

If you would like to have OGEM put on our road, please fill out the comment card below.

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- 3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

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Date: 10/1/13 Item #: \_\_\_\_\_  
 Name: David & Donna Abel Address: 2585 B Rd Phone: 904-2802

I wish to speak  I request my question/comment below be read into the record

Question/Comment: Yes, I would like OGEM to be put on our Road.  
10 acres

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

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Date: SEPT 24 2013

10 ACRES

Name: IAN W.M. ANGUS

Address: 3386 B ROAD

Item #: 289-251-2178  
Phone: 561-333-3119

I wish to speak

I request my question/comment below be read into the record

Question/Comment: YES I WOULD LIKE OGEM TO BE PUT ON OUR ROAD.  
EVERYBODY'S PROPERTY WILL LOOK BETTER AND MY VEHICLES WON'T BE DESTROYED.

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.



Town of  
**LOXAHATCHEE GROVES**

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Date: Sept. 27, 2013

Item #: 5 acres

Name: CAROL-LEE SCHWETTZER Address: 2805 B. Rd.

Phone: 761-596-1868

I wish to speak

I request my question/comment below be read into the record

Question / Comment: yes I would like OGEN put on our road. Please make speed bumps further away from each other & lower than N. Rds!

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Revised 2/6/2012, JM

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Town of LOXAHATCHEE GROVES

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Date: 9/21/13  
 Name: Ken Altman Address: 9787 Crystal Ridge Dr (3067B Road) Escalade, Ga. 92026 - home Phone: 760 744 8191 x107 Item #: \_\_\_\_\_

- I wish to speak  I request my question/comment below be read into the record

Question / Comment: Yes I would like OGEM on our road on B street. 10 acres owned - wholesale nursery. This will be paid for property value & also for vehicle maintenance

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

North B Road Residence 9/16/13

If you would like to have OGEM put on our road, please fill out the comment card below.

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Date: 9/22/13

Name: Larry + Judy Duke Address: 2340 B Rd Lox FL Phone: 561-429-8283 Item #: \_\_\_\_\_

- I wish to speak       I request my question/comment below be read into the record

Question/Comment: Yes, I would like OGEM to be put on our Road. We own 5 acres on B Road.

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Revised 2/6/2012, JM

North B Road Residence 9/16/13

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Date: SEPT 20, 2013

Item #: \_\_\_\_\_

Name: ELIZABETH DOWNER Address: 3233 B.Rd. Lox Groves Phone: 561-798-9621

I wish to speak

I request my question/comment below be read into the record

Question / Comment: 10 ACRES - YES! I WOULD LIKE OGEM TO BE PUT ON OUR ROAD.

**Decorum:** Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

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If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

Either way, Yes or No Please send this letter back to me in the envelope provided. Thank you, Marianne Miles

THANK FOR TRYING AGAIN!  
CALL ME SOMETIME



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Date: 9/19/2013 Item #: \_\_\_\_\_  
 Name: NANCY FRIED Address: 2141 B RD Phone: 5617922666

I wish to speak  I request my question/comment below be read into the record

Question / Comment: GET IT DONE ALREADY 13.95 acres  
YES DO IT ALREADY I'm here 15 YEARS WAITING!

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

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Date: 9-23-13

Item #: \_\_\_\_\_

Name: DAVID FROELICH Address: 3254 B. RD Phone: 793-5510

I wish to speak

I request my question/comment below be read into the record

Question/Comment: YES I WOULD LIKE OGEM TO BE PUT ON OUR ROAD

A LOWER ASSESSMENT FOR UNPAID RDS. WE OWN 35 ACRES

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

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If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

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Date: 9/18/2013

Item #: \_\_\_\_\_

Name: Bryan Abel Address: 2525 B Road Phone: 561 644-7970

I wish to speak

I request my question/comment below be read into the record

Question / Comment: Yes, I would like OGEM to be put on our road. Tired of the dusty rough road when dry. Muddy pot holes tearing up our vehicles.

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

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- 1) Fill in the Date, print your Name, Address, and Phone number.
- 2) Check the box that states, I request my question/comment below be read into the record. Please keep comment short.
- 3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

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Date: 9-18-13 MAILING ADDRESS  
 Name: PATRICIA LOURMAIS Address: 2379 B. ROAD Phone: 561-281-9152 Item #: \_\_\_\_\_

I wish to speak  I request my question/comment below be read into the record

Question/Comment: YES I WOULD LIKE OGEM TO BE PUT ON B. ROAD.  
I OWN 10 ACRES AT 2379 B. ROAD.

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

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- 2) Check the box that states, I request my question/comment below be read into the record. Please keep comment short.
- 3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

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Date: 9-19-13

Item #: \_\_\_\_\_

Name: KWONG LUNG CHEN WAN Address: 3270 B Rd, Loxahatchee Phone: 561-333-3270

I wish to speak

I request my question/comment below be read into the record

Question/Comment: I want to OGEM B Road.

Dirt Road is too dangerous for DRIVERS !!!

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.



Town of  
LOXAHATCHEE GROVES

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Date: 9/18/13

Name: WILLIAM & DIANA AREL Address: 2695 B RD. Phone: 561-798-2087 Item #: \_\_\_\_\_

I wish to speak

I request my question/comment below be read into the record

Question / Comment: Yes I would like OGEM to be pul on our road. 20.378 acres

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

Revised 2/6/2012, JM

**NO**

North B Road Residence 9/16/13

If you would like to have OGEM put on our road, please fill out the comment card below.

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Date: 10/21/13 Item #: \_\_\_\_\_  
 Name: ADAM CIK Address: 15405 FORETNER DR Phone: 561-790-1009

I wish to speak  I request my question/comment below be read into the record

Question / Comment: NO

**Decorum:** Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.



Town of  
**LOXAHATCHEE GROVES**

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Date: 7-23-13

Name: Rossell + BARBARA Lutz Address: 4549 Pinhook Rd, MOUNT OLIVET, KY 41064 Phone: 606-724-9383 Item #: \_\_\_\_\_

I wish to speak

I request my question/comment below be read into the record

Question/Comment: We don't want OFEM ON OUR ROAD. 10 ACRES (3139 B Rd)

**Decorum:** Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

Revised 2/6/2012, JM

If you would like to have OGEM put on our road, please fill out the comment card below.

✓ 1) Fill in the Date, print your Name, Address, and Phone number.

✓ 2) Check the box that states, I request my question/comment below be read into the record. Please keep comment short.

3A

3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

3B

If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

Either way, Yes or No Please send this letter back to me in the envelope provided. Thank you, Marianne Miles



Town of LOXAHATCHEE GROVES

Town of Loxahatchee Groves Town Council Public Comment Card

Instructions:

- 4. Please complete this comment card and submit to the Town Clerk prior to the start of the meeting or prior to your agenda item being discussed.
5. When your name is called, please approach the podium and give your name and address in an audible tone of voice for the minutes. Each citizen shall be limited to a maximum speaking time of three (3) minutes.
6. Note: Comment cards are considered public documents.

Date: 9/22/13 Name: McCREA, Andrew + Shareen Address: 2552 B Road Lox Phone: 561-795-7353 Item #: 3B

I wish to speak I request my question/comment below be read into the record

Question / Comment: NO, WE HAVE 11 ACRES AND CANNOT AFFORD THE \$ AMOUNT TO BE CHARGED FOR 11 ACRES.

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

Revised 2/6/2012, JM FURTHER, WE DON'T THINK IT'S FAIR TO BE CHARGED FOR 11 ACRES WHEN OTHERS HAVE LESS

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- 3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

Either way, Yes or No Please send this letter back to me in the envelope provided. Thank you, Marianne Miles



Town of LOXAHATCHEE GROVES

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Date: 9-22-13

Item #: \_\_\_\_\_

Name: Paul Marriage Address: 3345 "B" Road Phone: 795-5782

I wish to speak

I request my question/comment below be read into the record

Question/Comment: Do not want OGEM and speed bumps on "B" road.

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

*Paul Marriage 9-22-13*

Dear Mrs. Miles,

The voters were heard on this issue. Loxahatchee Groves residents come here to be left alone.

You are a busy body. Mind your own business. If you want paved roads move to Wellington where you belong.

North B Road Residence 9/16/13

If you would like to have OGEM put on our road, please fill out the comment card below.

- 1) Fill in the Date, print your Name, Address, and Phone number.
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- 3) Question/comment: You can write Yes I would like OGEM to be put on our road, and put your total acres you own.

If you don't want OGEM on our road then just write no I don't want OGEM on our road in the comment section and put your total acres you own.

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**Town of Loxahatchee Groves Town Council  
Public Comment Card**

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Date: THURS. SEPT 16, 2013  
 Name: LOWRNE COMING Address: 2728 B RD <sup>2820 + 2620</sup> Phone: 818-9993 Item #: \_\_\_\_\_

I wish to speak  I request my question/comment below be read into the record

Question / Comment: 10 ACRES + 5 ACRES  
I DO NOT WANT OGEM ON ANY ROAD

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

If you would like to have OGEM put on our road, please fill out the comment card below.

- 1) Fill in the Date, print your Name, Address, and Phone number.
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Town of Loxahatchee Groves Town Council  
Public Comment Card

DATE: ?

Instructions:

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Date: 10-04-2013

Name: Brian McNeil Address: 3506 B Road Phone: 877-723-4538 Item #: ?

I wish to speak

I request my question/comment below be read into the record

Question/Comment: No OGEM on B Road North. Thank you.

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Council shall be barred from further audience before the Council by the presiding officer, unless permission to continue or again address the Council is granted by the presiding officer.

North Road							
				3940	(5)		
15695	2	15565	1	3828	(5)		
15696	(4)	3765		3764	(5)	3766	4
3685	6	3685	5	3700	(20)		5
3615		(10)					
3547		(10)		3570	(5)	(6)	7
3475	(10)	3481	9	3506	(10)		8
3445	12	3413	11	3444	(5)	3430	10
3345			13	3386	yes	(10)	11
3275	(5)	3257	(5)	3276	yes	(5)	12
3233	(5)	3195	(5)	3270	yes	(5)	13
3139	no they don't live here	(10)	18	3254	yes	(5)	14
3067	yes	(10)	19	3264	yes	(5)	15
3031	(5)	3033	(5)		yes	(5)	17
				3120	yes	(10)	18
				3056	(10)		19
				3002	(10)		20

2943 (10)	2942 yes (5)	2918 yes (5)
2869 (10)	2880 yes (5)	2850 yes (5)
2815 (5)	2805 yes (5)	2810 no (5)
2695 yes (20)	2828 County no same owner (10)	15311 (5)
2585 yes (10)	2630 County no (11)	2622 (11)
2525 yes (10)	2550 (11)	2552 no (11)
2432 (5)	2589 (5)	2444 (20)
2379 yes (10)	2340 yes (5)	15359 (5)
2269 (5)	2269 (5) yes	2274 (5)
2241 (5)	2241 (5)	2274 (5)
2141 yes (14)	2178 (20) → same owner	2178 (20)
	2100 (29)	

Enter from  
outside

Enter



**Item 11.b.**

**TOWN ATTORNEY**

**Request for Shade Meeting**

Good morning, please add the following under Town Attorney Report for the April 15, 2014, Town Council meeting:

Request for Town Council to conduct a closed door meeting pursuant to Section 286.011(8), Florida Statutes, for the pending case of *Loxahatchee Groves adv. Day*, Palm Beach County Circuit Court Case # 50 2012CA 014543XXXXMB. Town's litigation defense counsel Michael Burke, Esquire, is available for a meeting prior to the regular May 6, 2014, Town Council meeting, to start at 6:00 pm. The meeting should take approximately 30-45 minutes.

Thank you.

Michael D. Cirullo, Jr.  
GOREN, CHEROF, DOODY & EZROL, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500 x 325 \* Fax (954) 771-4923  
Email: [MCirullo@cityatty.com](mailto:MCirullo@cityatty.com)  
[www.cityatty.com](http://www.cityatty.com)

Offices in Fort Lauderdale and Delray Beach, Florida.