



**TOWN OF LOXAHATCHEE GROVES**

**TOWN COUNCIL MEETING**

**AGENDA**

**TUESDAY, May 5, 2015**

*Mayor David Browning (Seat 4)*

*Vice-Mayor Ronald D. Jarriel (Seat 1)*

*Councilman Tom Goltzené (Seat 5)*

*Councilman Ryan Liang (Seat 3)*

*Councilman Jim Rockett (Seat 2)*



# Town of Loxahatchee Groves Town Council Meeting

Tuesday, May 5, 2015 - 7:00 p.m. to 10:30 p.m.

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

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

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

Town Manager William F. Underwood, II  
Town Clerk Janet K. Whipple  
Jim Fleischmann, Town Planning Consultant  
Town Attorney Michael D. Cirullo, Jr.

## PUBLIC NOTICE/AGENDA

Tentative  
Subject to Revision

### 1. OPENING

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

### 2. CONSENT AGENDA

- a. Invoice from Goren, Cherof, Doody & Ezrol, P.A.
- b. Minutes:
- c. Consideration to ratify donation to the Loxahatchee Groves Elementary School's PTO Annual Spring Carnival and Silent Auction. Presentation was made during the January 20, 2015 Town Council Meeting, and Council chose to make a decision during a following meeting.

*(Brought Forward from 04/21/2015)*

3. **PUBLIC COMMENTS**

4. **PRESENTATIONS** – NONE

5. **COMMITTEE REPORTS**

- a. Virginia Standish, Chair of the Finance Advisory and Audit Committee (FAAC) to present the Financial Report ending ~~in~~ <sup>on</sup> October Fiscal Year 2015.

6. **RESOLUTIONS** – NONE

*(Clerk Note: Upon motion and second to adjourn the April 21, 2015 Town Council Meeting at 10:27 p.m. some of the following Agenda items have been brought forward.)*

7. **ORDINANCES**

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

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2011-011, WHICH ESTABLISHED THE TOWN'S PLANNING AND ZONING BOARD, AS AMENDED BY ORDINANCE 2012-02, TO AMEND SECTION 2, SUBSECTION ENTITLED "COMPOSITION AND TERM OF OFFICE", TO CHANGE THE TERM OF OFFICE FOR PLANNING AND ZONING BOARD MEMBERS FROM THREE YEAR TERMS TO ONE YEAR TERMS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Brought Forward)***

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

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

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

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

9. **OLD BUSINESS** -

- a. Consideration in determining whether forfeiture provisions to remove a Town Council Member in question falls within the parameter of the Town Charter. *(Attachment)*  
*(Tabled at April 7, 2015 Town Council Meeting to May 5, 2015 Meeting)*

10. **NEW BUSINESS**

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

11. **COUNCIL REPORTS**

- a. Vice-Mayor Jarriel
  - i. Joint Workshop Town Council and LGWCD Supervisors
  - ii. Request for Proposals – Mowing and Hedging
  - iii. Discussion of Resolution No. 2014-08 Confirming Town Council Meetings dates, time, and place
- b. Councilman Rockett
  - i. Discussion Relative to public comments at all Committee and Board Meetings – Resolution 2013-03A
  - ii. Discussion and Recommendations to Solid Waste Monitoring Contract to include services, budget, and operations. (Reference Town Management Contract)
- c. **CLOSING COMMENTS**
  - a. Public
  - b. Town Attorney

c. Town Council Members

d. **ADJOURNMENT**

*The next regular Town Council Meeting is tentatively scheduled for May 19, 2015.*

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



**Item 2.a.**

**Consent Agenda**

**Attorney Invoice**

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

TOWN OF LOXAHATCHEE GROVES  
14579 Southern Boulevard  
Suite 2  
Loxahatchee Groves FL 33470

Page: 1  
04/29/2015  
ACCOUNT NO: 1574-0702400R  
STATEMENT NO: 3140

Attn: William F. Underwood, II - Town Manager

General Matters

*MDC*

			HOURS
03/31/2015	MDC	Review items for 4/7 meeting; conference call with JF and BU on pending land use/code matters.	1.50
04/01/2015	MDC	Review agenda items; telephone conference with J. Whipple on pending items; prepare agenda materials for 4/7 meeting.	1.30
04/02/2015	MDC	Review materials for 4/5 meeting	0.40
04/03/2015	MDC	Review information for 4/7 meeting; review trails ILA.	0.60
04/06/2015	MDC	Review materials for counsel meeting.	0.40
04/07/2015	MDC	Review materials, misc telephone conference with council, telephone conference with Bill Underwood; prepare for/attend council meeting; review pending code matters, correspondence.	6.20
04/08/2015	SRW	Meet w/ MDC re: Tufano code case. T/c/c with Gary Bramberg, Esq. re: code case.	0.30
	MDC	Review items from 4/7/15 meeting.	0.40
04/09/2015	MDC	Review correspondence on B. Road ILA with LGWCD, pending code matters.	0.40
04/10/2015	MDC	Prepare Planning and Zoning Board Ordinance; prepare resolutions for RETGAC and FAAC appointments; review pending code matters with SRW, review correspondence from JW, BU on pending matters.	2.10
04/13/2015	SRW	T/c/c with Bill Underwood re: Tufano code enforcement case.	0.30
	MDC	Miscellaneous telephone calls regarding code cases; telephone call with BU on agenda items; research noise ordinance issues; review resolutions on membership appointments to committees; prepare waste disposal ordinance; review water utility correspondence, review proposal for B Road work for 4/21 agenda.	2.40
04/14/2015	SRW	T/c/c with Gary Bramberg, Esq. re: Tufano property.	0.30
	MDC	Continue revising and preparing Planning and Zoning Board ordinance,	

General Matters

			HOURS	
		committee appointments resolutions; miscellaneous telephone calls with BU on agenda matters; research solid waste, illegal dumping; telephone call with JF on pending applications.	2.20	
04/15/2015	MDC	Prepare waste materials ordinance, finalize resolutions and ordinance for Town Boards; telephone conference with Bill Underwood, Jim Fleischman on waste ordinance, agenda materials for 4/21 meeting.	2.50	
04/17/2015	GAG	Review proposed revised Procurement Code provisions for Loxahatchee Groves.	0.70	
	MDC	Review materials for 4/21 council meeting.	0.60	
04/21/2015	SRW	Discussion re: Tufano property and code enforcement. E-mail correspondence with Bill and Russ re: permits and code documents.	0.30	
	MDC	Review materials, miscellaneous telephone call with council; prepare for and attend council meeting.	6.30	
04/22/2015	MDC	Review items from 4/21 meeting; review cases.	0.70	
04/23/2015	MDC	Miscellaneous telephone call with council members on status of pending matters; review code issues.	0.40	
04/24/2015	MDC	Telephone conference with JF, BU on pending ULDC matters; telephone conference with BU on issues with upcoming meetings.	0.70	
04/27/2015	MDC	Review materials, continue preparing form of liens, review procurement materials, correspondence for May 5 meeting.	1.00	
04/28/2015	MDC	Review materials fro 5/5 meeting.	0.40	
		FOR CURRENT SERVICES RENDERED	32.40	5,994.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	30.50	\$185.00	\$5,642.50
STACEY R WEINGER	1.20	185.00	222.00
GEORGE A. GLENN	0.70	185.00	129.50

Photocopies	136.50
TOTAL EXPENSES THRU 04/28/2015	136.50
TOTAL CURRENT WORK	6,130.50
BALANCE DUE	<u>\$6,130.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

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 04/29/2015  
 ACCOUNT NO: 1574-1107581R  
 STATEMENT NO: 3141

Attn: William F. Underwood, II - Town Manager

Chamber of Commerce Property

*MDC*

				HOURS
04/01/2015	RLL	Prepare recording of deeds in the public records; prepare remaining post-closing disbursements; calls to and from client regarding location of keys to property; call to Iberiabank to confirm receipt of payoff wire.		1.00
	DJD	Post closing follow up.		1.20
04/02/2015	RLL	Transmittal of fully-signed closing statement to County.		0.30
	DJD	Post closing follow up.		0.40
04/08/2015	DJD	Finalization of termination of lease.		0.70
04/21/2015	RLL	Review satisfaction of mortgage received from Iberia Bank and review executed termination of lease; contact client to request that termination of lease be signed by Mayor and not councilman; prepare satisfaction of mortgage to be recorded in public records.		0.70
		FOR CURRENT SERVICES RENDERED		4.30
				675.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	2.30	\$185.00	\$425.50
RACHEL L LEACH	2.00	125.00	250.00

Photocopies	6.65
TOTAL EXPENSES THRU 04/28/2015	6.65

03/31/2015	ASAP Courier - Invoice 11249	96.54
03/31/2015	ASAP Courier - Invoice 11249	105.74
		202.28
	TOTAL ADVANCES THRU 04/28/2015	202.28

TOWN OF LOXAHATCHEE GROVES

Chamber of Commerce Property

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TOTAL CURRENT WORK 884.43

BALANCE DUE \$884.43

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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 ACCOUNT NO: 1574-1107582R  
 STATEMENT NO: 3142

Attn: William F. Underwood, II - Town Manager

2014 Day Property Amendment

			HOURS	
04/22/2015	MDC	Review materials, telephone conference with Day's counsel on status of application.	0.30	
04/24/2015	MDC	Telephone conference with JF, BU on status of site plan.	<u>0.30</u>	
		FOR CURRENT SERVICES RENDERED	0.60	<u>111.00</u>

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	0.60	\$185.00	\$111.00

TOTAL CURRENT WORK 111.00

BALANCE DUE \$111.00

*MDC*

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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 ACCOUNT NO: 1574-1107585R  
 STATEMENT NO: 3143

Attn: William F. Underwood, II - Town Manager

Big Dog Ranch/ Special Exception

			HOURS	
03/31/2015	MDC	Review status of application with JF.	0.50	
04/22/2015	MDC	Telephone conference with M. Perry, review materials from hearing.	0.50	
04/23/2015	MDC	Review revised conditions of approval, provide comments to JF and BU.	0.40	
FOR CURRENT SERVICES RENDERED			1.40	259.00

		RECAPITULATION		
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO		1.40	\$185.00	\$259.00

TOTAL CURRENT WORK 259.00

BALANCE DUE \$259.00

*MDC*

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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04/29/2015  
ACCOUNT NO: 1574-1107587R  
STATEMENT NO: 3144

Attn: William F. Underwood, II - Town Manager

Cherney (1666 C Road - RV Park)

*MDC*

			HOURS	
04/02/2015	SRW	T/c/c with MDC and Jeff Kurtz. T/c/c with Russ.	0.80	
	MDC	telephone conference with J Kurtz on code cases.	0.50	
04/06/2015	MDC	Telephone conference with Bill Underwood on status of case.	0.30	
04/07/2015	SRW	Discussion and t/c/c re: stipulation to violation and compliance period.	0.20	
	MDC	Telephone conference with Jeff Kurtz, update Bill Underwood.	0.30	
04/09/2015	SRW	T/c/c's with MDC re: case status/hearing/e-mails from Jeff Kurtz. T/c/c with Jeff Kurtz re: compliance.	0.80	
04/10/2015	SRW	Discussions with MDC re: case and Jeff Kurtz's requests. Multiple e-mail correspondence. Research ULDC's re: administrative appeal of zoning determination. E-mail correspondence re: same.	0.60	
04/13/2015	SRW	Multiple t/c/c with Russ re: compliance issues. Multiple e-mail correspondence re: same. T/c/c with Bill re: case. Meet w/ MDC. E-mail correspondence with Jeff Kurtz re: compliance. Review case file. Review ULDC and definitions applicable to zoning regulations.	2.00	
04/14/2015	SRW	Review M. for Continuance. Discuss with MDC. E-mail correspondence with Bill re: same. Hearing preparation. Prepare exhibits. T/c/c with Russ, Jim and Bill re: hearing testimony and evidence. E-mail correspondence with Jeff Kurtz re: hearing. T/c/c with Mike re: same.	4.50	
04/15/2015	SRW	Prepare for and attend magistrate hearing. Discussion with MDC re: same.	3.60	
04/20/2015	SRW	E-mail correspondence re: Magistrate hearing.	0.30	
04/21/2015	SRW	Correspondence re: pending public records requests.	0.30	
04/23/2015	SRW	E-mail correspondence with Bill and Russ re: Kurtz public records request, and rescheduling magistrate hearing.	0.30	
		<b>FOR CURRENT SERVICES RENDERED</b>	<b>14.50</b>	<b>2,682.50</b>

Cherney (1666 C Road - RV Park)

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	1.10	\$185.00	\$203.50
STACEY R WEINGER	13.40	185.00	2,479.00

Photocopies	32.70
TOTAL EXPENSES THRU 04/28/2015	<u>32.70</u>
TOTAL CURRENT WORK	2,715.20
BALANCE DUE	<u><u>\$2,715.20</u></u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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04/29/2015  
ACCOUNT NO: 1574-1107589R  
STATEMENT NO: 3145

Attn: William F. Underwood, II - Town Manager

Keith Harris vs. Town Canvassing Board, et al.

			HOURS	
03/31/2015	JAC	Follow up research regarding response to complaint.	0.50	
04/03/2015	MDC	Review status of case, update members of Canvassing Board; prepare Notice of Appearance, begin Response to Complaint.	0.50	
04/08/2015	MDC	Continue reviewing materials, preparing response to election contest.	0.70	
04/15/2015	MDC	Review answer filed by counsel, forward to canvassing board members.	0.40	
FOR CURRENT SERVICES RENDERED			2.10	388.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	0.50	\$185.00	\$92.50
MICHAEL D. CIRULLO	1.60	185.00	296.00

TOTAL CURRENT WORK 388.50

BALANCE DUE \$388.50

*MDC*

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



**Item 2.b.**

**Consent Agenda**

**Minutes**

**March 3, 2015 Town council Meeting**



## Town of Loxahatchee Groves Town Council Meeting

Tuesday, March 3, 2015 - 7:00 p.m. to 10:30 p.m.

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

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

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

Town Manager William F. Underwood, II  
Town Clerk Janet K. Whipple  
Town Planning Consultant Jim Fleischmann  
Town Attorney Michael D. Cirullo, Jr.

### MINUTES

#### 1. OPENING

- a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. Present were Mayor David Browning, Vice-Mayor Ron Jarriel, Councilmen Tom Goltzené, Ryan Liang, and Jim Rockett. Also present were Town Manager Bill Underwood, Town Attorney Mike Cirullo, and Town Clerk Janet K. Whipple.

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

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

2. **CONSENT AGENDA**

- a. Invoice from Goren, Cherof, Doody & Ezrol, P.A.
- b. Minutes: - *NONE*

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

3. **PUBLIC COMMENTS**

Marge Herzog, 966 A Road, reminded everyone there was a Planning & Zoning Workshop concerning the Okeechobee Boulevard Corridor on March 5, 2015 at 6:00 p.m. at the Chamber of Commerce Building. She also expressed concern over a B Road billing on the Town Attorney's invoice.

Town Attorney Cirullo explained the reference was part of cost recovery and he is dividing the cost evenly in order to be fair.

4. **PRESENTATIONS** – *NONE*

5. **COMMITTEE REPORTS**

- a. Virginia Standish, Chair of the FAAC (Finance Advisory & Audit Committee) to present the Financial Report ending January, Fiscal Year 2015.

Virginia Standish provided the Financial Report ending January, Fiscal Year 2015; and noted the Trial Balance was not included at this time but would be at a later date.

**Motion: Councilman Rockett made a motion to accept the Financial Report Ending January, Fiscal Year 2015. Councilman Liang seconded the motion. Upon vote, the motion passed 5/0.**

6. **ORDINANCES** – *NONE*

7. **RESOLUTIONS** - *NONE*

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

- a. **AGENDA ITEM REPORT (AIR)** - Updates on various activities and issues concerning the Town.

Town Manager Underwood noted that he had highlighted the newest activity under each topic, and then proceeded to review his report.

Council discussed matters of concern.

9. **OLD BUSINESS**

- a. Discussion of RV's/Trailers – The Town is experiencing a significant influx of unauthorized living units throughout the Town.

Town Manager Underwood requested discussion and direction concerning the RV/Trailer matter. He also request targeted enforcement.

Council discussed convening the Unified Land Development Code (ULDC) Committee to discuss current codes; lack of support for anyone dumping sewerage on the ground; the fact that they did not mind ruffling feathers; wanting to know where the problem cases were in Town, and reminding everyone it took three (3) years to get the manure hauling issues under control; giving warnings first, noting the property in question has been cited by the Health Department; that the Town needs to cite those non-compliant property owners in order to inform other property owners the proper procedures; no trailer parks should be within the Town; that there are two (2) properties under investigation, and 1666 C Road has not been in compliance for three (3) years; monies owed to the Town for non-compliance.

**Motion: Councilman Goltzené made a motion to bring this item before the Unified Land Development Code (ULDC) Committee.**

Town Manager Underwood stated the Town would have to reconstitute the ULDC.

Town Attorney Cirullo then stated if Council wanted to bring back the ULDC it would have to be in the form of a resolution.

Town Attorney Cirullo will check in the Town Code to see if provisions to put a lien on a property, in reference to garbage, is covered.

**Vice-Mayor Jarriel seconded the motion.**

Discussion by Council.

**Upon vote, the motion failed 2/3, with Mayor Browning, Councilman Liang, and Councilman Rockett casting dissenting votes.**

**Motion: Councilman Rockett made a motion to direct Staff to conduct a survey of properties to ascertain the degree of the problem. Councilman Liang seconded the motion.**

**Upon vote, the motion passed 4/1, with Councilman Goltzené casting the dissenting vote.**

- b. Discussion concerning FEMA Flood Plain Mapping. Approximately 65% or 5,180 acres and 21 residential structures within the Town, which are located within the FEMA proposed flood zone, need to be modified through the designation removal. (*Town Council requested this item be brought forward to the March 3, 2015, Council meeting for further discussion*).

Town Manager Underwood explained the two methodologies to be presented to FEMA. He offered additional alternatives. He recommended LIDAR as a study that would be a better method to help residents save money.

Mayor Browning noted that there are two-hundred (218) home sites in Loxahatchee Groves, as well as, some vacant land. It is his opinion that he would be willing to pay for the study if it will help the residents save spending additional insurance money. He knows that Wellington had this study done and they were taken out of the flood zone and their elevation is lower than Loxahatchee Groves.

Town Manger Underwood stated the deadline to file is April 2, 2015.

**Motion: Councilman Rockett made a motion to advise Staff to proceed with the LIDAR study and to notify the two hundred eighteen (218) property owners of the filing deadline. Councilman Liang seconded the motion. Upon vote, the motion passed 4/1, with Councilman Goltzené casting the dissenting vote.**

- c. Consideration for an additional \$5,000 donation for the Western Communities Council (WCC), in support of completing the north extension of State Road 7. (*Town Council requested this item be brought forward to the March 3, 2015, Council meeting for further discussion*).

Town Manager Underwood explained the situation with the State Road 7 Extension.

**Motion: Council Liang made a motion to approve a donation to the Western Communities Council in support of completing the north extension of State Road 7. Councilman Rockett seconded the motion.**

Councilman Rockett provided additional background information on the extension, and noted that now the eastern communities are having problems.

**Upon vote, the motion passed 4/1 with Councilman Goltzené casting the dissenting vote.**

10. **NEW BUSINESS - NONE**

11. **COUNCIL REPORTS - NONE**

## **12. CLOSING COMMENTS**

### Public

Darrin Swank, 14311 North Road, noted that his family owns a farm in Loxahatchee Groves and for the past five (5) years they have been trying to get events approved, and was requesting some information.

Town Attorney Cirullo explained that the events at the farm involve fund raising, the application comes to the Town in the name of the charity and the applicant is the one who benefits. There is no real definition for agri-tourism, and no way to assist in this type of situation. It is not like a you-pick-em farm, or petting zoo. The charities are hosting and promoting themselves. The charities have to go through a different State agency because they are 501c3, and they do not go through the Department of Agriculture as it is not agri-tourism. The Town has been working with them requiring a special event permit but the issue with that is they are only allowed three (3) per year. Mr. Swank, he believes has multiple events scheduled.

Mr. Swank feels that the events are educational, and he feels that they can get the documentation.

Mayor Browning requested Mr. Swank work with Town Manager Underwood to bring this to another agenda. Mayor Browning feels the Swanks provide a great product.

Town Attorney Cirullo noted the topic came to the Town Council meeting because the 501c3 entities coming to the property wanted to serve alcohol and the Town had to sign off, which is separate from the permitting. The Town is looking for guidance in order to sign off on the 501c3 events.

### Town Attorney

Town Attorney Cirullo commented “Go Gators”, and to recognize Coach Billy Donovan for five hundred (500) wins before his 50<sup>th</sup> birthday.

### Town Council Members

Councilman Goltzené thanked everyone for coming and wished all the candidates “good luck”.

Vice-Mayor Jarriel thanked everyone for, be safe going home, and noted there was a good turnout at the Candidate’s Forum located at the Chamber of Commerce Building.

Councilman Liang also stated “Go Gators”, thanked everyone for coming, and extended congratulations to all the candidates at the various forums.

Councilman Rockett thanked everyone for coming.

Mayor Browning thanked everyone for coming, and encouraged them to get out and vote.

**13. ADJOURNMENT**

There being no further business to come before the Town Council, Mayor Browning adjourned the meeting at 8:00 p.m.

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

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

*These minutes were approved during the May 5, 2015 Town Council Meeting.*



**Item 2.c.**

**Consent Agenda**

**Ratification of Donation to the Loxahatchee Groves Elementary  
School's PTO Annual Spring Carnival and Silent Auction**

**Town of Loxahatchee Groves, FLORIDA  
Town Council AGENDA ITEM REPORT**

**AGENDA ITEM No. 9.a.**

MEETING DATE: ~~01/20/2015~~ 04/21/2015

**PREPARED BY:** Janet K. Whipple, Town Clerk

**SUBJECT: Loxahatchee Groves Elementary School's PTO Annual Spring Carnival and Silent Auction.**

**1.BACKGROUND/HISTORY**

**History:** During the January 20, 2015, Town Council meeting a presentation was made requesting Town support for the Loxahatchee Groves Elementary School's PTO Annual Spring Carnival and Silent Auction on May 15, 2015. Council chose to bring back the item during the February 3, 2015 meeting for a decision; however, it was overlooked in the Agenda preparation.

**Problem Statement:** The LGES's PTO will be sponsoring its Annual Spring Carnival and Silent Auction as a family activity in order to have fun, as well as, raise money for their students.

**Problem Solution:** Authorize a contribution to the LGES's PTO Annual Spring Carnival and Silent Auction.

**2.CURRENT ACTIVITY**

The Town has donated \$500.00 in the past years for support.

**3.ATTACHMENTS**

Information/Request letter from the Loxahatchee Groves Elementary School PTO.

**4.FINANCIAL IMPACT**

This donation will come out of the General Fund/Special Events/Contributions (001-511-820-000). Staff will reduce the transfer to Fund Balance.

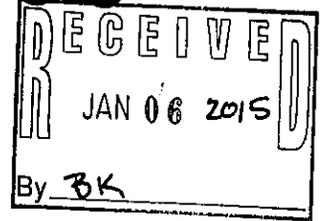
**5.RECOMMENDED ACTION**

Request Council consider a donation to the Loxahatchee Groves Elementary School's PTO Spring Carnival and Silent Auction.



**Loxahatchee Groves Elementary School PTO**

16020 Okeechobee Blvd  
Loxahatchee, FL 33470  
loxahatcheelionspto@yahoo.com  
Phone: 561-904-9200 Fax: 561-904-9250



Dear Business Partner;

On Friday, May 15, 2015, 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 greatly appreciated 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 1, 2015.

Sincerely,

Andrea Green  
LGES PTO President



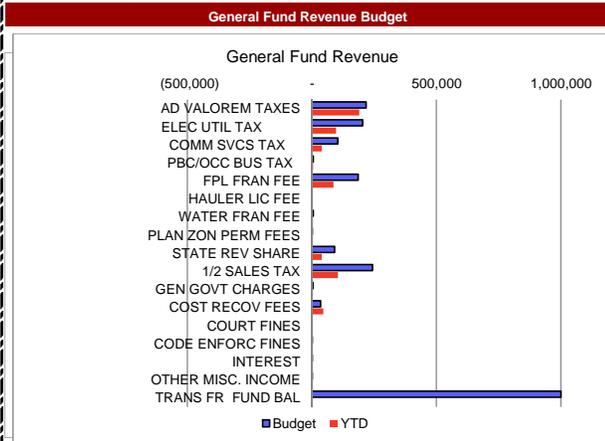
**Item 5.**

**COMMITTEE REPORTS**

**Financials Ending March 31, 2015**



## Town of Loxahatchee Groves Financial Activity Report as of March 31, 2015 50% of year elapsed)



General Fund Revenues			
Revenues	Budget	Year-to-Date	%
AD VALOREM TAXES @ 1.2000	217,931	190,383	87.4%
ELECTRIC UTILITY TAX	203,000	96,104	47.3%
COMMUNICATION SERVICES TAX	103,352	39,668	38.4%
COUNTY OCCUPATIONAL LICENSES	5,000	5,205	104.1%
FPL FRANCHISE FEE	185,000	86,449	46.7%
HAULER LICENSE FEE	-	1,525	0.0%
PBC WATER UTILITY FRANCHISE	5,050	3,262	64.6%
PLANNING & ZONING PERMIT FEES	2,000	3,388	169.4%
STATE REVENUE SHARING	90,689	39,706	43.8%
HALF CENT SALES TAX	243,375	104,528	42.9%
GENERAL GOVERNMENT CHARGES	4,000	2,101	52.5%
COST RECOVERY FEES	35,000	45,543.00	130.1%
COURT FINES	-	-	-
CODE ENFORCEMENT FINES	300	709	236.3%
INTEREST	200	(84)	-42.0%
OTHER MISC. INCOME	1,000	-	0.0%
TRANSFER FROM FUND BALANCE*	1,000,000	-	-
<b>Total Revenues</b>	<b>2,095,897</b>	<b>618,487</b>	<b>29.5%</b>

General Fund Expenditures			
Expenditures	Budget	Year-to-Date	%
LEGISLATIVE	42,685	26,213	61.4%
EXECUTIVE	294,177	143,586	48.8%
FINANCIAL AND ADMINISTRATIVE	33,670	8,383	24.9%
LEGAL COUNSEL	90,000	33,163	36.8%
COMPREHENSIVE PLANNING & ZONING	185,702	120,750	65.0%
OTHER GENERAL GOVERNMENT	1,152,079	529,605	46.0%
LAW ENFORCEMENT	293,584	143,222	48.8%
PUBLIC WORKS	4,000	736	18.4%
<b>Total Expenditures</b>	<b>2,095,897</b>	<b>1,005,658</b>	<b>48.0%</b>
Excess(deficiency)	-	(387,171)	-

YTD-Total Funds Expen. Budget			
Expenditures	Budget	Year-to-Date	%
<b>Total Townwide Budget</b>	<b>3,873,466</b>	<b>1,214,713</b>	<b>31.4%</b>

Selected Other Funds			
Transportation Fund	Budget	Year-to-Date	%
FIRST LOCAL OPTION FUEL TAX (6 CENT)	250,858	104,750	41.8%
SECOND LOCAL OPTION FUEL (5 CENT)	117,768	49,941	42.4%
CONTRIBUTION FROM GENERAL FUND	-	-	-
TRANSFER FROM FUND BALANCE	412,423	-	-
<b>Total Revenues</b>	<b>781,049</b>	<b>154,691</b>	<b>19.8%</b>
OTHER SERVICES	-	75	-
TRAFFIC CONTROL SIGNS (6 CT) MAINT.	10,000	4,082	40.8%
TOWN ROADS (6 CT) MAINT.	102,059	21,360	20.9%
DISTRICT ROADS (6 CT) MAINT.	93,738	1,951	2.1%
ROADS AND STREETS (5 CT)	-	-	-
SPECIAL PROJECTS (6 CT)	60,000	-	0.0%
148th TERR BRIDGE(5)CULVERT	-	-	-
CONSTRUCTION TOWN RDS & STREETS	-	-	-
TRANSFER TO CIP FUND	515,252	-	0.0%
<b>Total Expenses</b>	<b>781,049</b>	<b>27,393</b>	<b>3.5%</b>
Excess(deficiency)	-	127,298	-
Solid Waste Fund	Budget	Year-to-Date	%
SOLID WASTE ASSESSMENTS	431,846	361,830	83.8%
DISCOUNT FEES	(11,660)	(13,519)	115.9%
SWA RECYCLING INCOME	6,700	2,370	35.4%
INTEREST	-	2,252	0.0%
CONTRIBUTION FROM GENERAL FUND	14,382	-	0.0%
<b>Total Revenues</b>	<b>441,268</b>	<b>352,933</b>	<b>80.0%</b>
CONTRACTUAL-WASTE OVERSIGHT	7,000	10,793	154.2%
PBC ADMINISTRATION FEE 1%	4,318	3,476	80.5%
POSTAGE & FREIGHT	300	-	0.0%
SOLID WASTE CONTRACTOR	414,150	164,293	39.7%
OTHER SANITATION SERVICES	15,000	3,100	20.7%
LEGAL ADVERTISING	500	-	0.0%
MANAGEMENT FEES	-	-	-
<b>Total Expenses</b>	<b>441,268</b>	<b>181,662</b>	<b>41.2%</b>
Excess(deficiency)	-	171,271	-
Capital Improvement Program (CIP) Fund	Budget	Year-to-Date	%
CONTRIBUTION FROM TRANSPORTATION FUND	555,252	-	0.0%
<b>TRANSFER FROM FUND BALANCE</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>Total Revenues</b>	<b>555,252</b>	<b>-</b>	<b>0.0%</b>
Develop Town Hall Alternatives	-	-	-
Surveying Town Roads	90,374	-	0.0%
OGEM Collecting Canal Road	-	-	0.0%
Okeechobee and D Road Traffic Light	290,944	-	0.0%
Drainage	25,000	-	0.0%
Trails	120,000	-	0.0%
D Road to Southern Blvd	-	-	0.0%
Purchase Roads from LGWCD	28,934	-	-
<b>Total Expenses</b>	<b>555,252</b>	<b>-</b>	<b>0.0%</b>
Contract Services Expenditures			
Expenditures	Budget	Year-to-Date	%
Waste Pro	414,150	195,471	47.2%
Palm Beach County Sheriff	283,084	143,222	50.6%
Underwood Management Services Group*	350,355	180,856	51.6%
Goren, Cherof, Doody, Ezrol*	90,000	45,469	50.5%
Tew & Associates	35,000	12,065	34.5%
Land Research Management*	20,000	32,371	161.9%
Engineering Services**	210,000	30,391	14.5%
Frank Schiola	25,000	13,950	55.8%
YEE's Corporation	17,100	8,550	50.0%
Loxahatchee Water Control District	184,651	9,195	5.0%
<b>Total Expenses</b>	<b>1,629,340</b>	<b>671,539</b>	<b>41.2%</b>

Represents consumption of fund balance. This is not true revenue by definition or reflected in GL in transactions

\* Totals include Cost Recovery charges that are in addition to Budget Amount for Vendor  
 \*\* Keshavarez & Assoc.; A&B Engineering; Simmon & White also include Cost Recovery charges



**BUDGET VS ACTUAL  
AS OF MARCH 31, 2015  
50% Elapsed  
General Fund  
Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-311-100-000	Ad Valorem Taxes	8,710	190,383	-	217,931	(27,548)	87%
	<b>Ad Valorem Taxes Subtotal</b>	<b>8,710</b>	<b>190,383</b>	<b>-</b>	<b>217,931</b>	<b>(27,548)</b>	<b>87%</b>
001-314-100-000	Electric Utility Tax	14,589	96,104	-	203,000	(106,896)	47%
001-315-100-000	Communications Services	7,922	39,668	-	103,352	(63,684)	38%
001-316-200-000	County Occupational License	200	5,205	-	5,000	205	104%
	<b>Local Taxes Subtotal</b>	<b>22,712</b>	<b>140,976</b>	<b>-</b>	<b>311,352</b>	<b>(170,376)</b>	<b>45%</b>
001-323-100-000	FPL Franchise Fee	29,880	86,449	-	185,000	(98,551)	47%
001-323-125-000	Haulers License Fee	505	1,525	-	-	1,525	NA
001-323-300-000	PBC Water Utility Franchise	658	3,262	-	5,050	(1,788)	65%
001-329-100-000	Planning & Zoning Permit	265	3,388	-	2,000	1,388	169%
	<b>Permits, Franchise Fees &amp; Special Subtotal</b>	<b>31,309</b>	<b>94,624</b>	<b>-</b>	<b>192,050</b>	<b>(97,426)</b>	<b>49%</b>
001-335-120-000	State Revenue Sharing	6,618	39,706	-	90,689	(50,983)	44%
001-335-180-000	Half Cent Sales Tax	20,759	104,528	-	243,375	(138,847)	43%
	<b>Intergovernmental Revenue Subtotal</b>	<b>27,377</b>	<b>144,234</b>	<b>-</b>	<b>334,064</b>	<b>(189,830)</b>	<b>43%</b>
001-341-000-000	General Government Charges	495	2,101	-	4,000	(1,900)	53%
001-343-349-000	Cost Recovery Fees	10,160	45,543	-	35,000	10,543	130%
	<b>Charges for Services Subtotal</b>	<b>10,655</b>	<b>47,643</b>	<b>-</b>	<b>39,000</b>	<b>8,643</b>	<b>122%</b>
001-351-100-000	Court Fines	-	-	-	-	-	
001-354-100-000	Code Enforcement Fines	-	709	-	300	409	236%
	<b>Code Enforcement Fines Subtotal</b>	<b>-</b>	<b>709</b>	<b>-</b>	<b>300</b>	<b>409</b>	<b>236%</b>
001-361-100-000	Interest	(109)	(84)	-	200	(284)	-42%
001-369-000-000	Other Misc Income	-	-	-	1,000	(1,000)	0%
	<b>Other Misc Revenue Subtotal</b>	<b>(109)</b>	<b>(84)</b>	<b>-</b>	<b>1,200</b>	<b>(1,284)</b>	<b>-7%</b>
001-381-305-000	Transfer from CIP Fund	-	-	-	1,000,000	(1,000,000)	0%
001-399-000-000	Transfer from Fund Balance*	-	-	-	-	-	0%
	<b>Other Non-operating Sources Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,000,000</b>	<b>-</b>	<b>0%</b>
	<b>Grand Total Revenue</b>	<b>100,653</b>	<b>618,487</b>	<b>-</b>	<b>2,095,897</b>	<b>(1,659,475)</b>	<b>30%</b>



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF MARCH 31, 2015**  
 50% Elapsed  
**General Fund**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-511-310-000	Professional Services	-	-	-	650	650	0%
001-511-400-000	Travel	-	-	-	3,000	3,000	0%
001-511-492-000	Other Operating Expenses	-	1,260	-	1,500	240	84%
001-511-499-000	Other Current Charges - Council Reimbursement	2,500	17,500	-	30,000	12,500	58%
001-511-500-000	Education & Training	-	-	-	1,000	1,000	0%
001-511-510-000	Office Supplies	-	-	-	300	300	0%
001-511-520-000	Operating Supplies	-	-	-	300	300	0%
001-511-540-000	Books, Publications & Subscriptions	-	1,635	-	1,935	300	85%
001-511-820-000	Special Events/Contributions	5,000	5,818	-	4,000	(1,818)	145%
	<b>Legislative Total</b>	<b>7,500</b>	<b>26,213</b>	<b>-</b>	<b>42,685</b>	<b>16,472</b>	<b>61%</b>
001-512-340-000	Other Services	22,471	134,826	-	269,653	134,827	50%
001-512-400-000	Travel	335	431	-	1,500	1,069	29%
001-512-420-000	Postage & Freight - NEW	34	215	-	1,000	785	21%
001-512-490-000	Legal Advertising	-	-	-	500	500	0%
001-512-492-000	Other Operating Expenses	-	2	-	944	942	0%
001-512-493-000	Election Expense	2,860	3,846	-	8,010	4,164	48%
001-512-510-000	Office Supplies	975	4,255	-	12,000	7,745	35%
001-512-540-000	Books, Publications & Subscriptions	-	11	-	570	559	2%
	<b>Executive Total</b>	<b>26,676</b>	<b>143,586</b>	<b>-</b>	<b>294,177</b>	<b>150,591</b>	<b>49%</b>
001-513-320-000	Accounting and Auditing	-	2,500	-	18,000	15,500	14%
001-513-470-000	Printing and Binding	-	-	-	1,751	1,751	0%
001-513-490-000	Legal Advertising	-	-	-	2,000	2,000	0%
001-513-491-000	Computer Services	-	5,883	-	11,919	6,036	49%
	<b>Financial &amp; Administrative Total</b>	<b>-</b>	<b>8,383</b>	<b>-</b>	<b>33,670</b>	<b>25,287</b>	<b>25%</b>
001-514-310-000	Professional Services	4,426	33,163	-	90,000	56,837	37%
	<b>Legal Total</b>	<b>4,426</b>	<b>33,163</b>	<b>-</b>	<b>90,000</b>	<b>56,837</b>	<b>37%</b>



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF MARCH 31, 2015**  
 50% Elapsed  
 General Fund  
 Expenditures

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-515-310-000	Professional Services	995	\$ 15,102.50	-	40,000	24,898	38%
001-515-340-000	Other Services	6,725	\$ 40,351.02	-	80,702	40,351	50%
001-515-343-000	Planning & Zoning Contract	875	\$ 3,300.00	-	20,000	16,700	17%
001-515-349-000	Cost Recovery Expenditure	12,835	\$ 56,696.03	-	35,000	(21,696)	162%
001-515-490-000	Legal Advertising - NEW	-	\$ 5,300.80	-	10,000	4,699	53%
	<b>Comprehensive Planning &amp; Zoning Total</b>	<b>21,430</b>	<b>120,750</b>		<b>185,702</b>	<b>64,952</b>	<b>65%</b>
001-519-315-000	Special Magistrate	-	1,980	-	16,000	14,020	12%
001-519-354-000	Code Compliance	28	12,065	-	38,000	25,935	32%
001-519-410-000	Communications Services	464	2,647	-	6,100	3,453	43%
001-519-440-000	Rentals and Leases	1,832	12,278	-	34,783	22,505	35%
001-519-450-000	Insurance	-	2,740	-	18,000	15,260	15%
001-519-460-000	Repair & Maint - Building	1,455	3,255	-	3,600	345	90%
001-519-490-000	Computer Repair	74	896	-	5,500	4,604	16%
001-519-491-000	Computer Services	313	1,952	-	7,292	5,340	27%
001-519-494-000	Inspector General Office	-	-	-	5,280	5,280	0%
001-519-610-000	Land Acquisition	25,322	26,972	-	-	(26,972)	NA
001-519-620-000	Chamber of Commerce Property	424,609	464,609	-	-	(464,609)	NA
001-519-820-000	Loxahatchee Groves CERT	-	210	-	2,000	1,790	11%
001-519-990-000	Contingency	-	-	-	15,524	15,524	0%
001-519-998-000	Transfer To Fund Balance	-	-	-	1,000,000	1,000,000	0%
	<b>Other Governmental Services Total</b>	<b>454,097</b>	<b>529,605</b>		<b>152,079</b>	<b>(377,526)</b>	<b>348%</b>
001-521-341-000	Professional Services-PBSO	23,590	143,222	-	283,084	139,862	51%
001-521-342-000	Contractual-ADDL PBSO	-	-	-	10,500	10,500	0%
	<b>Law Enforcement Total</b>	<b>23,590</b>	<b>143,222</b>		<b>293,584</b>	<b>150,362</b>	<b>49%</b>
001-539-310-000	Other Services	-	-	-	-	-	
001-539-340-000	Professional Services	-	736	-	4,000	3,264	18%
	<b>Public Works Total</b>	<b>-</b>	<b>736</b>		<b>4,000</b>	<b>3,264</b>	<b>18%</b>
	<b>Grand Total Expenditure</b>	<b>537,719</b>	<b>1,005,660</b>	<b>-</b>	<b>2,095,897</b>	<b>931,289</b>	<b>48%</b>
	<b>Net Revenue</b>	<b>(437,066)</b>	<b>(387,173)</b>		<b>2,095,897</b>		



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF MARCH 31, 2015**  
 50% Elapsed  
**Transportation Fund**  
**Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
101-312-410-000	1st Local Option Fuel Tax (1 to 6 cent)	21,999	104,750	-	250,858	146,108	42%
101-312-420-000	2nd Local Option Fuel Tax (1 to 5 cent)	10,699	49,941	-	117,768	67,827	42%
101-399-000-000	Transfer from Fund Balance	-	-	-	412,423	412,423	0%
<b>Total Revenue</b>		<b>32,697</b>	<b>154,691</b>		<b>781,049</b>	<b>626,358</b>	<b>20%</b>
Represents consumption of fund balance. This is not true revenue by definition or reflected in GL in transactions							

**Transportation Fund**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
101-539-340-000	Other Services	-	75				
101-541-467-000	Traffic Control Signs (6 ct) Maint.	-	4,082	-	10,000	5,918	41%
101-541-468-000	Non-District Roads (6 ct) Maint.	315	21,675	-	102,059	80,384	21%
101-541-469-000	District Roads (6 ct) Maint.	-	1,951	-	93,738	91,787	2%
101-541-632-000	Special Projects (6 cent)	-	-	-	60,000	60,000	0%
101-541-920-000	Transfer to Capital Projects	-	-	-	515,252	515,252	0%
<b>Total Expenditure</b>		<b>315</b>	<b>27,782</b>	<b>-</b>	<b>781,049</b>	<b>753,267</b>	<b>4%</b>
<b>Net Revenue</b>		<b>32,382</b>	<b>126,909</b>		<b>-</b>		



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF MARCH 31, 2015**  
 50% Elapsed  
**Capital Improvement Program**  
**Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
305-363-991-000	Contributions from Transportation Fund	-	-	-	555,252	(555,252)	0%
305-399-000-000	Transfer from Fund Balance	-	-	-	1,000,000	(1,000,000)	0%
	<b>Total Revenue</b>	-	-	-	<b>1,555,252</b>	<b>(1,555,252)</b>	<b>0%</b>

**Capital Improvement Program**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
305-541-610-000	Surveying Town Roads	-	-	-	90,374	90,374	0%
305-541-630-000	Okeechobee and D Road Traffic Light	-	-	-	290,944	290,944	0%
305-541-640-000	Town Roads OGEM Projects	-	-	-	25,000	25,000	0%
305-541-650-000	Trails	-	-	-	120,000	120,000	0%
305-541-654-000	Purchase Roads from LGWCD	-	-	-	28,934	28,934	0%
305-581-001-000	Interfund Transfer Out To GF	-	-	-	1,000,000	1,000,000	0%
	<b>Total Expenditure</b>	-	-	-	<b>1,555,252</b>	<b>1,555,252</b>	<b>0%</b>
	<b>Net Revenue</b>	-	-	-	-	-	-



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF MARCH 31, 2015**  
 50% Elapsed  
**Solid Waste Fund**  
**Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-325-205-000	Solid Waste Assessments	15,958	361,830	-	431,846	70,016	84%
405-325-206-000	Discount Fees	(210)	(13,519)	-	(11,660)	1,859	116%
405-343-120-000	SWA Recycling Income	688	2,370	-	6,700	4,330	35%
405-361-100-000	Interest	-	2,252	-	-	(2,252)	NA
405-363-990-000	Contributions from General Fund	-	-	-	14,382	14,382	0%
	<b>Total Revenue</b>	<b>16,436</b>	<b>352,933</b>	<b>-</b>	<b>441,268</b>	<b>88,335</b>	<b>80%</b>

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-534-345-000	Contractual - Waste Over	1,811	10,763	-	7,000	(3,763)	154%
405-534-346-000	PBC Administration Fee 1	157	3,476	-	4,318	842	80%
405-534-420-000	Postage & Freight	-	-	-	300	300	0%
405-534-434-000	Solid Waste Contractor	33,813	164,293	-	414,150	249,857	40%
405-534-436-000	Other Sanitation Service	1,600	3,100	-	15,000	11,900	21%
405-534-490-000	Legal Advertising	-	-	-	500	500	0%
	<b>Total Expenditure</b>	<b>37,381</b>	<b>181,632</b>	<b>-</b>	<b>441,268</b>	<b>259,637</b>	<b>41%</b>
	<b>Net Revenue</b>	<b>(20,945)</b>	<b>171,301</b>		<b>-</b>		

**Note: YTD Fines credited to Service Provider invoicing - \$8800.00**



**Item 7.a.**

**ORDINANCES**

**2015-01 First Reading**

**Appointment for Planning & Zoning Board/Local Planning Agenda  
Members**

**Town of Loxahatchee Groves, FLORIDA**  
**Town Council**  
**AGENDA ITEM REPORT**  
**AGENDA ITEM No. 7.a.**

MEETING DATE: 04/21/2015

**PREPARED BY:** William F. Underwood, II, Town Manager

**SUBJECT: Ordinance on First Reading Amending Ordinance 2011-011, Establishing The Town's Planning And Zoning Board**

**1.BACKGROUND/HISTORY**

**Problem Statement:** The Town Council needs to synchronize the appointments of the Town's boards and committees in order that all membership is renewed annually. .

**Problem Solution:** Town Council must modify the length of term for individuals appointed to the planning and zoning board.

At the April 7, 2015, meeting of the Town Council, the Council was advised that it is necessary to modify the ordinance establishing the Planning and Zoning Board.

**2.CURRENT ACTIVITY**

Town Attorney and staff prepare amendments to the Planning and Zoning Board enabling legislation.

**3.ATTACHMENTS**

Ordinance No. 2015-02  
Current Board Members

**4.FINANCIAL IMPACT**

N/A

**5.RECOMMENDED ACTION**

A motion adopting Ordinance 2015-02 on first reading.

**TOWN OF LOXAHATACHEE GROVES**

**ORDINANCE NO. 2015-02**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2011-011, WHICH ESTABLISHED THE TOWN'S PLANNING AND ZONING BOARD, AS AMENDED BY ORDINANCE 2012-02, TO AMEND SECTION 2, SUBSECTION ENTITLED "COMPOSITION AND TERM OF OFFICE", TO CHANGE THE TERM OF OFFICE FOR PLANNING AND ZONING BOARD MEMBERS FROM THREE YEAR TERMS TO ONE YEAR TERMS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

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

**WHEREAS**, in 2012, the Town Council adopted Ordinance 2012-02, which amended Ordinance 2011-011 to allow alternate members of the Planning and Zoning Board to participate in any matter coming before the Board at a meeting at which the alternate member attends; and,

**WHEREAS**, the Town Council finds it is in the best interest of the Town to change the terms of office for members of the Planning and Zoning Board from three (3) year terms to one (1) year terms.

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

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

**TOWN OF LOXAHATACHEE GROVES**

**ORDINANCE NO. 2015-02**

**Section 2:** The Town Council of the Town of Loxahatchee Groves hereby amends Ordinance 2011-011, as amended by Ordinance 2012-02, to amend the Section entitled “Composition and term of office,” as follows:

...

Sec. - Composition and term of office.

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

(a) Each member of the Town Council, following his or her election or re-election to office, shall nominate a qualified citizen for appointment to the Planning and Zoning Board by the Town Council, to serve one (1) year terms~~a term of three (3) years~~.

(b) Two (2) alternative members, designated as Alternate No. 1 and Alternate No. 2, shall be appointed by the Town Council each year to serve one (1) year terms. Alternate members may participate in all matters that come before the Board at meetings at which they attend. However, alternate members may only vote as members of the Board, in their designated order, whenever any regular member of the Board is absent.

...

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

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

{00069435.1 1574-0702400 }

~~Strike thru~~ represents deleted text, and underline represents added text.

**TOWN OF LOXAHATACHEE GROVES**

**ORDINANCE NO. 2015-02**

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

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_ DAY OF \_\_\_\_\_, 2015.**

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_ DAY OF \_\_\_\_\_, 2015.**

**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

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~~Strike thru~~ represents deleted text, and underline represents added text.



**PLANNING AND ZONING BOARD  
2014-2015**

**Established July 19, 2011 by Ordinance 2011-011, amended by Ordinance 2012-02  
Meets the 2<sup>nd</sup> Thursday of Each Month  
Central Palm Beach County Chamber of Commerce – West Office  
13901 Southern Blvd.  
Loxahatchee Groves, FL 33470**

**Dennis Lipp, Chair**

13402 North Road

[d\\_lipp@comcast.net](mailto:d_lipp@comcast.net)

Seat 4 (Mayor Browning) Appointed 8/2/11

Appointed as Chair 4/12/12

596-6357 cell

793-6013 home

**Robin Crawford, Vice Chair**

3057 E Road

[robin@crawfordtracey.com](mailto:robin@crawfordtracey.com)

Seat 2 (Jim Rockett) Appointed 8/2/11

Appointed as Vice Chair 4/12/12

(954) 647-0009

**Lawrence Corning**

2834 E Road

[lhc.pandz@yahoo.com](mailto:lhc.pandz@yahoo.com)

Seat 5 (Tom Goltzené) Appointed 8/2/11

818-9993

**Grace Joyce**

3886 147<sup>th</sup> Ave. N.

[gjoyce@wpb.org](mailto:gjoyce@wpb.org) / [1clds@comcast.net](mailto:1clds@comcast.net)

Seat 1 (Ron Jarriel) Appointed 8/2/11

822-1552 (work)

371-3584 (cell)

**Veronica Close,**

12963 Raymond Drive

[closev\\_lg@hotmail.com](mailto:closev_lg@hotmail.com)

Seat 3 (Ryan Liang) Appointed as a Regular 02/03/2015

Town Council Re-Appointed 11-20-2012 for 1 yr. term

Town Council Appointed 8/2/11

790-1982

561-385-6692

**Alternate Member #1 - VACANT**

**Alternate Member #2 - VACANT**

Updated 4/16/2015

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C:\Users\susan E\Dropbox (Loxahatchee Groves)\Town Docs\CLERK\COUNCIL, BOARDS, COMMITTEES\TOWN COUNCIL\Agendas\2015\04-21-2015\Ordinances\Ordinance No 2015-02 P&Z\2014-2015 PZ Membership List.docx (rev 10/01/2014)



**Item 7.b.**

**ORDINANCES**

**2015-02 First Reading**

**Prohibiting Disposal of Waste Materials**

**Town of Loxahatchee Groves, FLORIDA**  
**Town Council**  
**AGENDA ITEM REPORT**  
**AGENDA ITEM No. 7.b.**

MEETING DATE: 04/21/2015

**PREPARED BY:** William F. Underwood, II, Town Manager

**SUBJECT: Ordinance No. 2015-03 on First Reading, Prohibiting the disposal of waste materials within the Town**

**1.BACKGROUND/HISTORY**

**Problem Statement:** The Town Council and citizens expressed the need for the cessation of dumping waste materials on property within the Town.

**Problem Solution:** Create an ordinance that prohibits dumping or disposing of waste materials within the Town and provide for law enforcement to abate the matter and penalties.

At the April 7, 2015, meeting of the Town Council, the Council unanimously adopted a motion instructing staff under work authorization WA 2015-02, to prepare legislation that would prohibit the dumping of waste materials on land within the Loxahatchee Groves town limits.

**2.CURRENT ACTIVITY**

Town staff has worked with the Town attorney to research, draft, revise, and prepare for Council action and ordinance to prohibit waste materials from being deposited within the Town boundaries.

The Town Council should understand the legislation attached for approval is the Town's first line of defense in halting further dumping within the Town. This legislation becomes effective after its second reading on May 5, 2015. Further action may be required to incorporate the proposed legislation with the Town's unified land development code.

**3.ATTACHMENTS**

Ordinance No. 2015-03  
Section 62-701.200 Definitions F.A.C.

**4.FINANCIAL IMPACT**

N/A

**5.RECOMMENDED ACTION**

A motion adopting Ordinance No. 2015-03 on first reading.

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2015-03**

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

**WHEREAS**, the Town Council has heard concerns from Town Management and the public relating to abuses by commercial haulers and property owners for depositing or disposal of Waste Materials are defined herein, referencing state statute and regulatory rule definitions, on properties within the Town; and,

**WHEREAS**, the Town Council continues to be concerned with quality of life, including water quality within the drainage canals in the Town, and has heard from residents about concerns from continued abuse of depositing and disposal of Waste Materials within the Town; and,

**WHEREAS**, the depositing and disposal of Waste Materials is a public nuisance, attracting flies and emanating odors to nearby properties; and,

**WHEREAS**, Florida statutes and administrative rules contain definitions of several types of waste materials, the disposal of which the Town Council deems to be nuisances, and finds it in the best interest of the Town to incorporate and use such definitions in order to ensure consistency with Florida law that prohibits the use by municipalities of definitions relating to solid waste that are inconsistent with statutory definitions; and,

**WHEREAS**, the Town Council believes that prohibiting the disposal of Waste Materials is necessary to prevent illegal dumping and pollution, and avoid the creation of public nuisances within the Town; and,

**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) *Waste Materials:* Ash Residue, Biomedical Waste, Biological Waste, Class I Waste, Class III Waste, Commercial Solid Waste, Construction and Demolition Debris, Contaminated Soil, Garbage, Hazardous Waste, Household Waste, Industrial byproducts, Industrial Solid Waste, Leachate, Liquid Waste, Oily Waste, Recovered Materials, Recyclable Materials, Sludge, Solid Waste, Special Wastes, White Goods and Yard Trash, all as defined in §403.703, Florida Statutes, and Rule 62-701.200, Florida Administrative Code, incorporated herein and attached hereto as Composite Exhibit “A”.

The definitions in this Ordinance shall be deemed amended upon the amendment of §403.703, Florida Statutes, and Rule 62-701.200, Florida Administrative Code.

(b) *Disposal:* The discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste material into or upon any land or water so that such waste materials or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwaters, or otherwise enter the environment.

(c) *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.** **Prohibition of Depositing or Disposing of Waste Materials.** The disposal of Waste Material, including without limitation, receiving, spreading or storing such Waste Material on Property, within the corporate limits of the Town is prohibited.

**Section 4.** **Nuisance.** A violation of this ordinance is deemed by the Town Council to be a public nuisance.

**Section 5.** **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.

**Section 6.** **Enforcement.** This ordinance shall be enforced as follows:

(a) Law enforcement officers are authorized to enforce this ordinance.

(b) In addition to penalties resulting from a violation of Section 403.413, Florida Statutes, the fines for violations of this ordinance by drivers of vehicles of Waste Materials disposed in violation 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

(c) 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.

(d) 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.

(e) Each day a violation remains constitutes a separate violation of this ordinance.

(f) The Town Manager shall report any violation of this ordinance to state, county, and other regulatory agencies which he or she deems appropriate and request review by such agencies for any additional violations of local, state or federal laws and regulations.

**Section 7.** **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 8.** **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 9.** **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 10.** **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 \_\_\_\_\_, 2015.**

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_ DAY OF \_\_\_\_\_, 2015.**

**TOWN OF LOXAHATCHEE  
GROVES, FLORIDA**

ATTEST:

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

\_\_\_\_\_  
Janet K. 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

**EXHIBIT “A”**

**§403.703, Florida Statutes (2014)**  
**Rule 62-701.200, Florida Administrative Code**

### **62-701.200 Definitions.**

The following words, phrases or terms as used in Chapters 62-701 through 62-722, F.A.C., unless the context indicates otherwise, shall have the following meaning:

- (1) "Active life" means the operating life of a facility as estimated in the permit application, but does not include the long-term care period.
- (2) "Agricultural wastes" means the solid wastes resulting from normal farming operations, the raising and slaughtering of animals, and the processing of animal products, orchard, and field crops, which are stored, transported, or disposed of as an unwanted waste material.
- (3) "Airport" means any area of land or water, or any manmade object or facility located thereon, which is used, or intended for use, for the landing and takeoff of aircraft, and any appurtenant areas that are used, or intended for use, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon.
- (4) "Air quality standards" means, unless otherwise specified, those standards set forth in Chapter 62-204, F.A.C.
- (5) "ASTM" means ASTM International.
- (6) "Aquifer" means a geologic formation, group of formations, or part of a formation capable of yielding a significant amount of ground water to wells, springs, or surface water.
- (7) "Ash residue" means all the solid residue and any entrained liquids resulting from the combustion of solid waste in a solid waste combustor, including bottom ash, fly ash and combined bottom and fly ash, but excluding recovered metals, glass, and other recovered materials separated from the ash residue.
  - (a) "Bottom ash" means the solid material remaining after combustion of solid waste, which is discharged from the grates or stoker of a solid waste combustor.
  - (b) "Fly ash" means the residue from the combustion of solid waste, which is entrained in the gas stream of a solid waste combustor. Fly ash includes particulates, cinders, soot, and solid waste from air pollution control equipment.
- (8) "Biomedical waste" has the meaning given it in Chapter 64E-16, F.A.C.
- (9) "Biological waste" means solid waste that causes or has the capability of causing disease or infection and includes biomedical waste, animals that died from disease, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, F.S.
- (10) "Bird hazard" means an increase in the likelihood of bird/aircraft collisions that may cause damage to the aircraft or injury to its occupants.
- (11) "CCA treated wood" means lumber, timber, or plywood treated with chromated copper arsenate. This term does not include utility poles unless they have been ground, chipped, or shredded.
- (12) "Cell" means a volume of solid waste received since the last previous application of initial cover. The compacted waste and subsequent initial cover constitute a cell that usually contains wastes deposited in one day.
- (13) "Class I waste" means solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, F.A.C.
- (14) "Class III waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.
- (15) "Clean debris" means any solid waste that is virtually inert, is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.
- (16) "Clean wood" means wood, including lumber, tree and shrub trunks, branches, and limbs, which is free of paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, chromated copper arsenate, other wood preservatives or treatments.
- (17) "Closing" means the time at which a solid waste management facility ceases to accept wastes, and includes those actions taken by the owner or operator of the facility to prepare the facility for any necessary monitoring and maintenance after closing.
- (18) "Closure" means the cessation of operation of a solid waste management facility and the act of securing such a facility so that it will pose no significant threat to human health or the environment. This includes closing and long term care.
- (19) "Cm/sec" means centimeters per second.
- (20) "Co-disposal" means the disposal of two or more different types of waste in the same solid waste disposal unit.
- (21) "Combustion" means the treatment of solid waste in a device that uses heat as the primary means to change the chemical,

physical, or biological character or composition of the waste. Combustion processes include incineration, gasification, and pyrolysis.

(22) "Commercial solid waste" means all types of solid waste generated by stores, offices, restaurants, warehouses, and other nonmanufacturing activities, excluding household waste and industrial solid waste.

(23) "Composite liner" means a liner comprised of a geomembrane, that is underlain and in direct contact with a soil component.

(24) "Construction and demolition debris" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

(25) "Contaminated soil" has the meaning given it in subsection 62-713.200(3), F.A.C.

(26) "Degradable waste" means waste that decomposes through chemical breakdown or microbiological activity. It includes materials such as food and vegetative wastes, but does not include materials like concrete, ash residue from the combustion of solid wastes and metals.

(27) "Department" means the State of Florida Department of Environmental Protection.

(28) "Design period" means the operating life of the solid waste management facility plus any long-term care period after closing.

(29) "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or upon any land or water so that such solid waste or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including ground waters, or otherwise enter the environment.

(30) "Engineer of record" means a professional engineer registered in the State of Florida in accordance with provisions of Chapter 471, F.S., who is appointed by the owner or operator of the solid waste management facility.

(31) "Facility" means all contiguous land and structures, other appurtenances, and improvements on the land used for solid waste management.

(32) "Fill" means man-made deposits of earth or waste materials used to fill excavations, to increase the vertical or horizontal extent of land or solid waste disposal units, or to build embankments.

(33) "Final cover" means the materials used to cover the top and sides of a landfill when fill operations cease.

(34) "Garbage" means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

(35) "Gas condensate" means the liquid generated as a result of gas recovery processes at a solid waste management facility.

(36) "Gas recovery facility" means a system of wells, trenches, pipes, and other related ancillary structures such as manholes, compressors, and monitoring installations that collect and transport the gas produced in a waste disposal unit to one or more gas processing points or flares. The flow of gas through such a system may be produced by naturally occurring gas pressure gradients or may be aided by an induced draft generated by mechanical means.

(37) "Generation" means the act or process of producing solid waste.

(38) "Geocomposite" means a product composed of two or more materials, at least one of which is a geosynthetic.

(39) "Geomembrane" means a low-permeability synthetic membrane used as an integral part of a system designed to limit the movement of liquid or gas in the system.

(40) "Geogrid" means a geosynthetic formed by a regular network of integrally connected elements with apertures greater than 6.35 mm (1/4 inch) to allow interlocking with surrounding soil, rock, earth and other surrounding materials to function primarily as

reinforcement.

(41) "Geonet" means a geosynthetic consisting of integrally connected parallel sets of ribs overlying similar sets at various angles for planar drainage of liquids or gases.

(42) "Geosynthetic" means a planar product manufactured from polymeric material used with soil, rock, earth, or other geotechnical engineering-related material as an integral part of a man-made project, structure or system.

(43) "Geosynthetic clay liner" (GCL) means a low-permeability manufactured material consisting of a layer of low permeability clay placed between two geotextiles.

(44) "Geotextile" means a permeable textile used as a part of a system designed to act as a filter to prevent the flow of fine particles into drainage systems, to provide planar flow for drainage, to serve as a cushion to protect geomembranes, or to provide structural support.

(45) "GRI" means Geosynthetic Research Institute.

(46) "Ground water" means water beneath the surface of the ground within a zone of saturation, whether or not it is flowing through known and definite channels.

(47) "Hazardous waste" means a solid waste regulated by the Department as a hazardous waste pursuant to Chapter 62-730, F.A.C.

(48) "HDPE" means high density polyethylene.

(49) "Household waste" means any solid waste, including garbage, trash, and sanitary waste in septic tanks, derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

(50) "Indoor" means within a structure that has been constructed with a roof over an impervious surface and has outside walls on a minimum of all but one of the sides of the facility. The roof and outside walls must be constructed with materials having structural strength like wood, block, fiberglass, plastic or metal rather than materials like canvas or tarpaulin, and may include windows and doors. An impervious surface means a surface like a poured concrete pad or asphaltic concrete.

(51) "Industrial byproducts" means those materials that have a demonstrated recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use, or reuse. The term does not include any materials that are defined as recovered materials; a mixed waste stream that is processed to remove recyclable materials; or materials the recycling or use of which is specifically addressed in Department rules, such as construction and demolition debris, ash residue, waste tires, used oil, and compost. Industrial byproducts are regulated as solid waste unless otherwise exempted under paragraph 62-701.220(2)(d), F.A.C.

(52) "Industrial solid waste" means solid waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(53) "Initial cover" means a 6-inch layer of compacted earth, used to cover an area of solid waste before placement of additional waste, intermediate cover, or final cover. The term also includes other material or thickness, approved by the Department, that minimizes vector breeding, animal attraction, and fire potential, prevents blowing litter, controls odors, and improves landfill appearance.

(54) "Integral to" means, as regards the examination and certification of resource recovery equipment, that the machinery or equipment provides a significant function in the resource recovery or recycling process, such that the resource recovery or recycling process could not proceed without that piece of machinery or equipment.

(55) "Intermediate cover" means a layer of compacted earth at least one foot in depth applied to a solid waste disposal unit. The term also includes other material or thickness, approved by the Department, that minimizes disease vectors, odors, and fire, and is consistent with the leachate control design of the landfill.

(56) "Land clearing debris" means rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. Land clearing debris does not include vegetative matter from lawn maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not related directly to a construction project.

(57) "Landfill" means a solid waste disposal facility, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit, other than a general permit, is required by Section 403.707, F.S. This term shall not include:

- (a) A land spreading site;
- (b) A surface impoundment;
- (c) An injection well defined under and subject to the provisions of Chapter 62-528, F.A.C.; or
- (d) A construction and demolition debris disposal site regulated by Rule 62-701.730, F.A.C.

(58) "Lateral expansion" means any horizontal increase in the dimensions of the waste boundary of an existing solid waste disposal unit.

(59) "Leachate" means liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.

(60) "Lead-acid battery" means those lead-acid batteries designed for use in motor vehicles, vessels, and aircraft, and includes such batteries when sold as a component part of a motor vehicle, vessel, or aircraft, but not when sold to recycle components.

(61) "Lift" means a completed horizontal series of cells.

(62) "Lined landfill" means a landfill constructed with a liner made of synthetic materials, low-permeability soils, or a combination of these materials, that has been permitted by the Department, and that met the Department's landfill design criteria specified in this chapter or previous versions of this chapter at the time of permitting.

(63) "Liner" means a continuous layer of low-permeability natural or synthetic materials, under the bottom and sides of a landfill, solid waste disposal unit, or leachate surface impoundment, which controls the downward or lateral escape of waste constituents, or leachate.

(64) "Liner system" means a system of leachate collection and liner layers comprised of natural or synthetic materials installed between the subgrade and the waste for the purpose of containing the waste and collecting and removing leachate.

(65) "Liquid waste" means any waste material that is determined to contain free liquids as defined by Method 9095 (Paint Filter Liquids Test), as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA Pub. No. SW-846).

(66) "LLDPE" means linear low density polyethylene.

(67) "Local government" means any municipality, county, district, or authority, or any agency thereof, or a combination of two or more of the foregoing when acting jointly in connection with a project, which has jurisdiction over the collection, recycling, disposal or treatment of solid waste.

(68) "Lower explosive limit" means the lowest percent by volume of a mixture of explosive gases that will propagate a flame in air at a temperature of 25 degrees Celsius and atmospheric pressure.

(69) "Manure" means a solid waste composed of excreta of animals, and residual materials that have been used for bedding, sanitary or feeding purposes for such animals.

(70) "Materials recovery" means any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

(71) "Materials recovery facility" means a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

(72) "Method detection limit" means the smallest concentration of an analyte of interest that can be measured and reported with 99 percent confidence that the concentration is greater than zero. The method detection limit shall be determined pursuant to procedures outlined in Chapter 62-160, F.A.C., which is hereby incorporated by reference.

(73) "Monitoring wells" means strategically located wells from which water samples are drawn for water quality analysis.

(74) "Monofill" means a waste pile, landfill or solid waste disposal unit into which only one type of solid waste is placed.

(75) "Motor vehicle" means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated in this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, such vehicles as run only upon a track, bicycles, moped, or farm tractors and trailers.

(76) "Normal farming operations" means the customary and generally accepted activities, practices, and procedures that farmers adopt, use, or engage in during the production and preparation for market of poultry, livestock, and associated farm products; and in the production, harvesting, or packaging of agricultural crops which include agronomic, horticultural, and silvicultural crops. Included are the management, collection, storage, composting, transportation, and utilization of organic agricultural waste, manure,

and materials solely derived from agricultural crops. A facility regulated as an Animal Feeding Operation pursuant to Chapter 62-670, F.A.C., that manages its manure on-site will be considered to be engaging in normal farming operations.

(77) "Objectionable odors" has the meaning given that term in Rule 62-210.200, F.A.C.

(78) "Oily wastes" has the meaning given that term in Rule 62-710.201, F.A.C.

(79) "100-year floodplain" means the lowland and relatively flat areas adjoining inland and coastal waters, including flood-prone areas of offshore islands, that are inundated by the 100-year flood.

(80) "On-site" means on the same or geographically contiguous property, which may be divided by a public or private right-of-way. It does not include two or more parcels of land more than a mile apart that are connected only by a public or private right-of-way.

(81) "Open burning" means the burning of any material under such conditions that the products of combustion are emitted directly into the atmosphere.

(82) "Operator" means any person, including the owner, who is principally engaged in, and is in charge of, the actual operation, supervision, and maintenance of a solid waste management facility.

(83) "Person" means any and all persons, natural or artificial, including any individual, firm, or association; any municipal or private corporation organized or existing under the laws of Florida or any other state; any county of this state; and any governmental agency of this state or the Federal Government.

(84) "PGI" means PVC Geomembrane Institute.

(85) "Population" means the most recent population census determination under Section 186.901, F.S.

(86) "Potable water well" means any excavation that is drilled or bored, or converted from non-potable water use, when the intended use of such excavation is for the location and acquisition of ground water that supplies water for human consumption.

(87) "Processed tire" means a tire that has been treated mechanically, chemically, or thermally so that the resulting material is a marketable product or is suitable for proper disposal.

(88) "Processing" means any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport, amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

(89) "Professional engineer" means an engineer licensed in the State of Florida in accordance with Chapter 471, F.S.

(90) "Professional geologist" means a geologist licensed in the State of Florida in accordance with Chapter 492, F.S.

(91) "Putrescible waste" means solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to be capable of attracting or providing food for birds. The term does not include uncontaminated yard trash or clean wood.

(92) "PVC" means polyvinyl chloride.

(93) "Quantity of tires" means either weight, volume, or actual number of tires. For purposes of Chapter 62-711, F.A.C., assume that, for passenger tires, there are 100 tires per ton and 10 tires per cubic yard and that, for truck tires, there are 20 tires per ton.

(94) "Reasonable assurance" means the existence of a substantial likelihood, although not an absolute guarantee, that the proposed activity will be successfully implemented and the proposed activity and applicant will comply with applicable agency rules, laws, orders and permit conditions. It does not mean proof that a facility will not fail.

(95) "Recovered materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

(96) "Recovered materials processing facility" means a facility engaged solely in the storage, processing, resale, or reuse of recovered materials. Such a facility is not a solid waste management facility if it meets the conditions of paragraph 62-701.220(2)(c), F.A.C.

(97) "Recovered screen material" means the fines fraction, consisting of soil and other small materials, derived from the processing or recycling of construction and demolition debris which passes through a final screen size no greater than 3/4 of an inch.

(98) "Recyclable material" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

(99) "Recycling" means any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

(100) "Recycling equipment" means machinery or equipment exclusively and integrally used in the actual process by which solid waste or materials which would otherwise become solid waste are separated or processed and reused or returned to use in the form of raw materials or products.

(101) "Resource recovery" means the process of recovering materials or energy from solid waste, excluding those materials or solid waste under control of the Nuclear Regulatory Commission.

(102) "Resource recovery equipment" means equipment or machinery exclusively and integrally used in the actual process of recovering material or energy resources from solid waste. This definition specifically includes recycling equipment.

(103) "Sanitary nuisance" means a condition created by any person, or the keeping, maintaining, propagation, existence, or permitting of anything by a person by which the health or lives of individuals may be threatened or impaired, or by which disease may be caused or transmitted.

(104) "Shredding" means a process of reducing the particle size of solid waste through the use of grinding, shredding, milling, or rasping machines.

(105) "Site" means the area of land or water within the property boundaries of a solid waste management facility where one or more solid waste processing, resource recovery, recycling, storage, or disposal areas are located.

(106) "Sludge" means a solid waste pollution control residual which is generated by any industrial or domestic wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilet or related operation, or any other such waste having similar characteristics. Sludge may be a solid, liquid, or semisolid waste but does not include the treated effluent from a wastewater treatment plant.

(107) "Solid waste" means: sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not regulated as solid waste pursuant to this chapter are: recovered materials; nuclear source or byproduct materials regulated under Chapter 404, F.S., or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.

(108) "Solid waste combustor" means an enclosed device that uses controlled combustion, the primary purpose of which is to thermally break down solid, liquid, or gaseous combustible solid wastes to an ash residue that contains little or no combustible material. A solid waste combustor specifically includes any facility that uses incineration, gasification, or pyrolysis to break down solid waste.

(109) "Solid waste disposal facility" means any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.

(110) "Solid waste disposal unit" means a discrete area of land used for the disposal of solid waste.

(111) "Solid waste management" means the process by which solid waste is collected, transported, stored, separated, processed, or disposed of in any other way, according to an orderly, purposeful, and planned program which includes closure.

(112) "Solid waste management facility" means any solid waste disposal area, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste. The term does not include recovered materials processing facilities which meet the requirements of paragraph 62-701.220(2)(c), F.A.C., except the portion of such facilities, if any, that is used for the management of solid waste.

(113) "Special wastes" means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

(114) "Stabilized" means that biological and chemical decomposition of the wastes has ceased or diminished to a level so that such decomposition no longer poses a pollution, health, or safety hazard.

(115) "Subgrade" means soils native to or imported to a site, or other materials authorized by a Department permit or this chapter, which may be graded and compacted before a landfill liner system is constructed over them.

(116) "Tire" means a continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle.

(117) "Tire disposal" means to deposit, dump, spill or place any waste tire or residuals into or upon any structure, land or water. Tire disposal also includes the burning of any waste tire or residuals in a waste-to-energy facility, incinerator, or other facility used

solely for the disposal of solid waste.

(118) "Tire recycling" means any process by which waste tires or residuals are reused or returned to use in the form of products or raw materials.

(119) "Ton" means a short ton, 2000 pounds (0.9078 metric tons).

(120) "Transfer station" means a facility the primary purpose of which is to store or hold solid waste for transport to a processing or disposal facility. Operations at such facilities may include separation of incidental amounts of recyclable materials or unauthorized waste.

(121) "Unauthorized waste" means any type of waste that is not allowed to be accepted or managed at a solid waste management facility in accordance with rule or statutory requirements or permit conditions.

(122) "Used oil" has the meaning given that term in Rule 62-710.201, F.A.C.

(123) "Used tire" means a whole waste tire which has a minimum tread depth of 3/32 inch or greater and is suitable for use on a motor vehicle.

(124) "Uppermost aquifer" means the geologic formation nearest the natural ground surface that is an aquifer, as well as lower aquifers that are hydraulically interconnected with this aquifer within a facility's property boundary.

(125) "Vector" means a carrier organism that is capable of transmitting a pathogen from one organism to another.

(126) "Waste tire" means a tire that has been removed from a motor vehicle and has not been retreaded or regrooved. The term includes used tires and processed tires, but does not include solid rubber tires and tires that are inseparable from the rim.

(127) "Waste tire collection center" means a site where waste tires are collected from the public before being offered for recycling or disposal and where fewer than 1,500 tires are kept on-site on any given day.

(128) "Waste tire collector" means a person who transports more than 25 waste tires over public highways at any one time.

(129) "Waste tire processing facility" means a site where equipment is used to treat waste tires mechanically, chemically, or thermally so that the resulting material is a marketable product or is suitable for proper disposal. The term includes mobile waste tire processing equipment.

(130) "Waste tire residuals" means any liquids, sludges, metals, fabric or byproducts resulting from the processing or storage of tires. Residuals do not include processed tires held for recycling or disposal, provided the conditions of Rule 62-711.530, F.A.C., are met.

(131) "Waste tire site" means a site at which 1,500 or more waste tires are accumulated. For purposes of this term a site means a piece of property owned, rented, or otherwise controlled by a person, including all contiguous or adjacent properties owned, rented, or otherwise controlled by that person.

(132) "Water quality standards and criteria" means, unless otherwise specified, those standards and criteria set forth in Chapters 62-302 and 62-520, F.A.C.

(133) "White goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

(134) "Working face" means that portion of a solid waste disposal unit where waste is deposited, spread, and compacted before placement of initial cover.

(135) "Yard trash" means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps, and associated rocks and soils.

(136) "Zone of discharge" has the meaning given it in Rule 62-520.200, F.A.C.

All other definitions found in Chapter 403, F.S., and Chapters 62-702 through 62-722, F.A.C., to the extent that they are consistent with the definitions of this chapter, are applicable to the terms used in this chapter.

*Rulemaking Authority 403.704 FS. Law Implemented 403.702-717, 403.75-769 FS. History—Formerly 10D-12.02, 10-1-74, Revised 7-20-76, Amended 5-24-79, 6-13-84, 4-25-85, 7-1-85, 12-10-85, Formerly 17-7.02, 17-7.020, Amended 8-2-89, 6-25-90, Formerly 17-701.020, Amended 1-6-93, 1-2-94, 5-19-94, Formerly 17-701.200, Amended 12-23-96, 5-27-01, 1-6-10, 8-12-12, 2-15-15.*

**62-701.320 Solid Waste Management Facility Permit Requirements, General.**

(1) Permit requirements. Except as otherwise provided in this chapter, no solid waste management facility shall be constructed, operated, maintained, modified, or closed without a permit issued by the Department, or by an approved local program acting under a delegation agreement with the Department.

(2) Exemptions. Except as provided in Section 403.707(2), F.S., no permit under this chapter shall be required for the following activities or facilities. For purposes of this subsection, disposal shall be deemed to include storage prior to disposal or processing.

(a) Disposal by persons of solid waste resulting from their own activities on their own property, if such waste is ordinary household waste from their residential property or is rocks, soils, trees, tree remains, and other vegetative matter which normally results from land development operations on that property. Disposal of materials that could create a public nuisance or adversely affect the environment or public health, such as white goods, automotive materials including batteries and tires, petroleum products, pesticides, solvents, or hazardous substances, is not covered under this exemption.

(b) Disposal by persons of solid waste resulting from their own activities on their property, if the environmental effects of such disposal on ground water and surface waters are:

1. Addressed or authorized by a site certification issued under Chapter 403, Part II, F.S., Electrical Power Plant Siting;
2. Addressed or authorized by a permit issued by the Department, including solid waste management permits or other environmental permits modified to include conditions for proper disposal; or
3. Addressed or authorized by, or specifically exempted from the requirement to obtain, a ground water monitoring plan approved by the Department.

(c) On-site disposal of construction and demolition debris, provided that disposal conforms to subsection 62-701.730(17), F.A.C.

(d) Disposal of solid waste resulting from normal farming operations.

(e) Storage of solid waste in containers on property that is owned, rented, or leased by the persons who generated the waste from their own activities which occurred on their property, if the solid waste in such containers is collected at least once a week.

(f) Disposal by persons of solid waste resulting from their own activities on their own property, if that waste disposal occurred before October 1, 1988.

(3) Irresponsible applicant. In addition to the provisions of subsection 62-4.070(5), F.A.C., when determining whether the applicant has provided reasonable assurances that Department standards will be met, the Department shall consider repeated violations of applicable statutes, rules, orders, or permit conditions caused by a permit applicant after October, 1988, relating to the operation of any solid waste management facility in this state if the applicant is deemed to be irresponsible. For purposes of this subsection, the following words have the following meanings:

(a) "Applicant" means the owner or operator of the solid waste management facility in this state, and includes a business entity, a parent of a subsidiary corporation, a partner, a corporate officer or director, or a stockholder holding more than 50 percent of the corporate stock.

(b) "Irresponsible" means that an applicant owned or operated a solid waste management facility in this state, including transportation equipment or mobile processing equipment used by or on behalf of the applicant, which was subject to a state or federal notice of violation, judicial action, or criminal prosecution for activities that constitute violations of Chapter 403, F.S., or the rules promulgated thereunder, and could have prevented the violation through reasonable compliance with Department rules.

(4) Modification of permit.

(a) Permits shall be modified in accordance with the requirements of Rule 62-4.080, F.A.C.

(b) A modification which does not require substantial technical evaluation by the Department, does not require a new site inspection by the Department, and is not expected to lead to substantially different environmental impacts or will lessen the impacts of the original permit is considered a minor modification, the fee for which is set forth in paragraph 62-4.050(4)(s), F.A.C.

(c) A modification which is reasonably expected to lead to substantially different environmental impacts which require a detailed review by the Department is considered a substantial modification, the fee for which is set forth in subsection 62-4.050(7), F.A.C.

(d) A modification which is reasonably expected to lead to substantially different environmental impacts, but which requires a less detailed review than does a substantial modification, is considered an intermediate modification, the fee for which is one-half of that required for a substantial modification.

(5) Permit application.

(a) Applications for a solid waste management facility shall be submitted on appropriate Department forms listed in Rule 62-701.900, F.A.C., to the Department's district office with jurisdiction where the facility is located, or Tallahassee office, as appropriate. A minimum of one electronic copy of the application, engineering plans and reports, and all supporting information for the proposed construction, substantial modification, operation or closure of a facility shall be provided to the Department. The Department shall excuse the applicant from the requirements to submit an application electronically when the applicant files a request with the Department requesting to be excused from the electronic submission requirements due to technological hardship. If an applicant is excused from submitting an application electronically, then the applicant shall submit at least one paper copy of the entire application to the Department.

(b) Information in every application shall be of sufficient detail to show how the facility will be constructed, operated, and closed, and how it will be monitored and maintained after closure, in order to comply with the requirements of this chapter.

(c) Combination facilities. An application for a permit to construct or operate a solid waste management facility having multiple solid waste management components which, if standing alone, would require solid waste management facility permits, shall include all information required to be submitted had each component been proposed as a separate facility, independent of the other components. Such information may be combined or otherwise presented so as to avoid duplicative or repetitive submittals. Additionally, such applications shall be accompanied by such fees as would be required for each facility component.

(6) Engineer of record and professional certification. All engineering plans, reports, and information supporting the application shall be compiled by the engineer of record who shall be responsible for assurance that all technical components have been prepared under the direction and supervision and signed and sealed by the professional registered in Florida in each contributing technical discipline. The engineer of record's signature and seal on the application shall assure that all appropriate technical professional disciplines have been employed in development of the application. The application shall provide that the engineer of record, or another qualified professional working under the supervision of the engineer of record, shall make periodic inspections during construction of the facility to ensure that design integrity is maintained.

(7) Application content and format. Applications for permits to construct, operate, modify, or close a solid waste management facility shall include in the following sequence:

(a) A letter of application transmittal;

(b) A completed application form dated and signed by the applicant;

(c) The permit fee specified in Rule 62-701.315, F.A.C., in check or money order, payable to the Department.

(d) An engineering report addressing the requirements of this rule which shall:

1. Contain a cover sheet stating the project title, location, applicant's name, and the engineer's name, address, signature, date of signature and seal;

2. Have the text printed on 8 1/2 inch by 11 inch consecutively numbered pages;

3. Contain a table of contents or index describing the body of the report and the appendices; and

4. Include the body of the report and all appendices.

(e) Appendices submitted as part of an engineering report to support a permit application shall contain, where required under applicable sections of this rule:

1. An operation plan and closure plan appropriate for the type of facility;

2. A contingency plan that complies with subsection (16) of this section;

3. Illustrative charts and graphs;

4. Records or logs of tests, soil borings, hydrogeological information, geochemical surveys, and water quality analyses; and

5. Engineering calculations, including literature citations.

(f) Plans or drawings for all solid waste management facilities shall:

1. Use sheets 22 inches by 34 inches or 24 inches by 36 inches, and include title blocks;

2. Have a cover sheet that includes the project title, applicant's name, sheet index, legend of symbols, and the engineer's name, address, signature, date of signature and seal;

3. Include a regional map or plan showing the project location in relation to major roadways and population centers;

4. Include a vicinity map or aerial photograph taken within one year preceding the application, showing the facility site and relevant surface features located within 1000 feet of the facility;

5. Have a site plan showing the location of all property boundaries certified by a Florida Licensed Professional Surveyor and Mapper; and

6. Clearly show all necessary details and be numbered, titled, and referenced to the narrative report. Drawings shall contain a north arrow and horizontal and vertical scales, and shall specify drafting or origination dates. All elevations shall be referenced to a consistent, nationally recognized datum.

7. Latitude and longitude data shall be included representing the approximate center of the waste disposal or processing area and shall include the method the data was collected using the following:

Field Name	Also Known As	Description
Object of Interest	Feature	The object the point represents.
Relationship of Point to Object of Interest	Proximity	Identifies how close the point is to the actual object of interest.
Collection Method	Method	The method used to collect the point.
Collection Date	Date	The date the point was collected.
Datum		The reference for measuring locations on the earth's surface.

(g) Documentation that the applicant either owns the property or has legal authorization from the property owner to use the site for a solid waste management facility; and

(h) For facilities owned or operated by a county, a description of the existing or proposed recycling facilities or activities, if any, at the site and a description of whether, and the extent to which, these recycling facilities or activities will contribute to the county's achievement of the waste reduction and recycling goals contained in Section 403.706, F.S.

(i) For purposes of the evaluation required in subsection (3) of this section, a history and description of any enforcement actions described in subsection (3) of this section relating to solid waste management facilities in this state.

(8) Notice of application.

(a) An applicant for a permit to construct or substantially modify a solid waste management facility shall publish and provide proof of publication to the Department of a Notice of Application in a newspaper of general circulation in the area where the facility will be located. This notice shall conform to the requirements of Rule 62-110.106, F.A.C., except that the notice shall be published within 14 days of submittal of a permit application to the Department.

(b) An applicant for a permit to construct or substantially modify a Class I or III landfill shall mail a notice of application to the Chair of the Board of County Commissioners, the highest ranking elected official of the municipality, and each State Senator and Representative serving the jurisdiction in which the project is located. The notice shall be mailed within 14 days of submittal of the application to the Department, and proof of mailing shall be provided to the Department. After the Department completes the permit review, the Department shall send a copy of the notice of intent to issue or deny the permit to these same officials.

(9) Permits for construction, modification, operation, and closure. Complete permit applications for construction or operation of a solid waste management facility, renewal of an operation permit for an existing facility, modification of an existing facility, or closure of a facility shall be evaluated by the respective Department district office in accordance with Chapters 62-4 and 62-701, F.A.C.

(a) The Department shall:

1. Issue a construction permit, or a construction/operation permit for a solid waste management facility, or for a substantial modification of an existing solid waste management facility.

2. Issue an operation permit for a new facility that has been satisfactorily constructed, or to an existing facility which is being operated in accordance with this chapter at the time for permit renewal;

3. Issue a closure permit for closing and long-term care of a landfill that complies with the requirements of Rules 62-701.600-.620, F.A.C.; or

4. Deny the issuance of a permit if reasonable assurance is not provided that the requirements of Chapters 62-4 and 62-701, F.A.C., will be satisfied.

(b) After all specified construction has been completed and before acceptance of any solid waste, the engineer of record shall certify to the Department that the permitted construction is complete and that it was done in accordance with the plans submitted to the Department except where minor deviation was necessary. The certification shall be submitted on Form 62-701.900(2), Certification of Construction Completion of a Solid Waste Management Facility, effective May 19, 1994, hereby adopted and incorporated by reference. Copies of this form are available from a local District Office or by writing to the Department of Environmental Protection, Solid Waste Section, MS #4565, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. The final report required by subsection 62-701.400(7), F.A.C., as well as any reports required by subparagraphs 62-701.400(3)(d)10. and 62-

701.400(3)(f)5., F.A.C., shall be submitted with the certification. All deviations shall be described in detail and the reasons therefore enumerated. The permittee shall not accept solid waste at the facility until one of the following has occurred:

1. The Department has stated in writing that it has no objection to the certification of construction completion; or
2. At least 30 days have passed since the certification was submitted and the Department has not responded in writing to the certification.

(c) In addition to the above requirements, the permittee shall not accept solid waste at the facility unless a construction/operation permit or an operation permit has been issued to the permittee.

(d) Permit durations shall be as follows:

1. For any facility with a leachate control system that applies for an operation or construction permit or renews an existing operation or construction permit on or after October 1, 2012, up to 20 years;
2. For any facility without a leachate control system that meets the requirements of Section 403.707(3)(c), F.S., up to 10 years;
3. For closure permits authorizing only long-term care for landfills, up to 10 years; and
4. For all other permits, up to 5 years.

(10) Permit renewals.

(a) A renewal application shall be timely and sufficient. If the renewal application is submitted prior to sixty days before expiration of the existing permit, it will be considered timely and sufficient. If the renewal application is submitted at a later date, it will not be considered timely and sufficient unless it is submitted and made complete prior to the expiration of the existing permit. When the application for renewal is timely and sufficient, the existing permit shall remain in effect until the renewal application has been finally acted upon by the Department or as otherwise provided in Section 120.60, F.S.

(b) Applicants for permit renewal shall demonstrate how they will comply with any applicable new or revised laws or rules relating to construction, operation, or closure of solid waste management facilities. Closure plans shall be updated at least once every five years to reflect changes in closure design, long-term care requirements, and financial assurance requirements.

(c) Facility information that was submitted to the Department to support the expiring permit, and which is still valid, does not need to be re-submitted for permit renewal. The permit renewal application shall list and reaffirm that the information is still valid.

(11) Permit transfers.

(a) Any person wishing to transfer a permit shall submit such a request using Form 62-701.900(8), Permit Transfer Form, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05030>, effective date February 15, 2015, hereby adopted and incorporated by reference. Copies of this form are available from a local District Office or by writing to the Department of Environmental Protection, Solid Waste Section, MS #4565, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. The form must be completed with the signatures of both the permittee and the proposed new permittee.

(b) A transfer of permit is required upon the sale or transfer of a facility. A transfer of permit is also required if a new or different person takes ownership or control of the facility. A transfer of permit is not required if the facility simply changes its name, although the permittee must notify the Department of such a change using Form 62-701.900(8). A transfer of permit is also not required solely as a result of the sale of stock or assets or a change of operating personnel, as long as ownership or control of the facility has not changed. A permittee may apply for a permit transfer prior to the sale or change of control of the facility, but the permit transfer shall not be effective prior to the sale or change of control.

(c) The proposed new permittee shall provide reasonable assurance that it has the ability to comply with the conditions of the existing permit, that it either owns the property or has legal authorization from the property owner to use the site, and that it meets any financial assurance requirements of the permit or applicable rules.

(d) Within 30 days of receipt of an application for permit transfer, the Department shall request additional information if the application is not complete. Within 30 days of receipt of a complete application, the Department shall either approve or deny the permit transfer. The Department's determination shall be based solely on its evaluation of the requirements in paragraphs (a) through (c) above. If the Department fails to take action to approve or deny the transfer within 30 days of receipt of a complete application, the transfer shall be deemed approved.

(e) Until this transfer is approved by the Department, the permittee and any other person constructing, operating, or maintaining the permitted facility shall be liable for compliance with the terms of the permit. The permittee seeking to transfer the permit shall remain liable for corrective actions that may be required as a result of any violations occurring prior to the sale or legal transfer of the facility. If the existing permittee is under a continuing obligation to perform corrective actions as a result of a Department

enforcement action or consent order, the permit may not be transferred until the proposed new permittee agrees in writing to accept responsibility for performing such corrective actions.

(f) If financial assurance for closure is required for the permit being transferred, the existing permittee shall maintain that financial assurance until the Department approval of the transfer is final. The proposed new permittee shall also provide financial assurance before the transfer is approved by the Department.

(12) Identification number. The Department shall assign an identification number to each solid waste management facility that receives a permit. The number shall be unique to that facility, and shall remain assigned to that facility at all times. The identification number shall be used on all correspondence and records related to that facility.

(13) Airport safety.

(a) Applicability. This subsection applies to those solid waste management facilities constructed after January 6, 1993, as well as lateral expansions of facilities that were constructed prior to January 6, 1993. For purposes of this subsection, an "airport runway" does not include facilities used solely for helicopters or other aircraft which take off and land vertically.

(b) Solid waste management facilities where waste is stored, disposed, or processed outdoors, shall not be located within 10,000 feet of any licensed and operating airport runway used by turbine powered aircraft, or within 5,000 feet of any licensed and operating airport runway used only by piston engine aircraft, unless the applicant demonstrates that the facility is designed and will be operated so that it does not pose a bird hazard to aircraft.

(c) Applicants proposing to construct new landfills within a six mile radius, and applicants proposing to construct lateral expansions of existing landfills within a five-mile radius, of any licensed and operating airport runway used by turbine powered or piston engine aircraft shall notify the affected airport, the Federal Aviation Administration, and the Florida Department of Transportation when the application is filed with the Department, and shall provide evidence of such notification to the Department.

(d) The following facilities are exempt from the requirements of this subsection:

1. Enclosed solid waste management facilities where waste is received and processed indoors, where all waste or residue is removed by enclosed or covered vehicles, and where putrescible waste is not processed, stored, or otherwise managed outdoors except in enclosed or covered vehicles;

2. Recovered materials processing facilities;

3. Yard trash processing facilities;

4. Yard trash disposal facilities;

5. Ash monofills;

6. Construction and demolition debris disposal or recycling facilities that are not co-located with other solid waste disposal facilities accepting putrescible wastes; and

7. Any other solid waste management facility that does not accept putrescible waste for disposal, processing, or recycling.

(14) Other facility permits. In addition to the exemptions in subsection (2) of this section, the following solid waste management facilities that are constructed and operated under an appropriate and currently valid permit are not required to obtain a separate solid waste permit pursuant to this chapter:

(a) Solid waste combustors or air curtain incinerators that are constructed and operated under a permit issued pursuant to Chapters 62-296 or 62-256, F.A.C.; however, if the facility is also storing or disposing of solid waste on the site, and such storage or disposal is not addressed in the permit, a separate solid waste permit is required;

(b) Solid waste combustors that are constructed and operated under a site certification pursuant to Chapter 403, Part II, F.S.;

(c) Solid waste management facilities, such as composting facilities, waste tire processing facilities, soil treatment facilities, and used oil processing facilities, that are required to obtain permits under Chapters 62-702 through 62-722, F.A.C. A facility shall be required to obtain a separate solid waste permit if it also manages significant quantities of other types of solid waste.

(15) Operator and spotter training and special criteria. The owner or operator of a landfill, or other solid waste management facility required by this chapter to have trained operators or spotters, shall not employ a person to perform, nor may any person perform, the duties of an operator or spotter at such facility unless that person is a trained operator or trained spotter. A facility may employ interim spotters, but only if they work under the direct supervision of a trained spotter or trained operator. A facility may employ an interim operator in lieu of a trained operator for no more than three consecutive months.

(a) Owners and operators of facilities shall ensure that operators employed at the facility are properly trained to operate the facility, and that spotters are properly trained to identify and properly manage any unauthorized waste which is received at the facility. A training plan shall be included as part of the permit application. All training courses, whether public or in-house, must be

pre-approved by the Department pursuant to Section 403.716, F.S. Such training materials shall be submitted to the Department for pre-approval, and shall be approved by the Department where the course materials are consistent with Department rules applicable to solid waste facilities. Any in-house operator training program which includes an examination required by this subsection must be administered by an independent third party. Any other in-house operator training program must be administered by a trained operator. Any in-house spotter training program must be administered by a trained operator or a trained spotter. The training plan, along with records documenting how the training plan is being implemented, shall be kept at the facility at all times and be made available for inspection by Department staff. The Department will maintain a list of relevant training courses which are available in this State.

(b) In order to be considered trained, operators of the following facilities shall complete the following training requirements at courses described in the facility's operating plan:

1. Operators of landfills, and operators of construction and demolition debris disposal facilities, shall complete 24 hours of initial training, and shall pass an examination as part of that training. Within three years after passing the examination, and every three years thereafter, operators shall complete an additional 16 hours of continued training.

2. Operators of waste processing facilities shall complete 16 hours of initial training, and shall pass an examination as part of that training. Within three years after passing the examination, and every three years thereafter, operators shall complete an additional 8 hours of continued training.

(c) In order to be considered trained, spotters shall complete 8 hours of initial training at courses described in the facility's operating plan. Within three years after attending the initial training, and every three years thereafter, spotters shall complete an additional 4 hours of continued training.

(d) Spotter location.

1. Each facility where spotters are required shall include in its operation plan the number and location of spotters and the procedures to be followed if unauthorized waste is discovered. Spotters shall be stationed where they can inspect each shipment of waste for unauthorized waste.

2. If spotters are to be located on heavy equipment spreading the waste at the working face of a solid waste disposal unit or at a waste processing facility, the operation plan shall specifically provide for the following:

a. The heavy equipment operator is trained as an operator or spotter;

b. When unauthorized waste is discovered, the heavy equipment operator must either move the unauthorized waste away from the active area for later removal and proper management, or must stop operation and notify another person on the ground or on other equipment who will come to the active area and remove the unauthorized waste before operations are resumed; and

c. Each load of waste must be visually inspected for unauthorized waste prior to being compacted or loaded into a transfer vehicle.

(e) Notwithstanding the definition in Rule 62-701.200, F.A.C., and solely for purposes of this subsection, "operator" means any person, including the owner, who is principally engaged in, and is in charge of, the actual operation, supervision, and maintenance of a solid waste management facility and includes the on-site person in charge of a shift or period of operation during any part of the day, such as facility managers, supervisors and equipment operators. It does not include office personnel, laborers, equipment operators not in a supervisory capacity, transporters, corporate directors, elected officials, or other persons in managerial roles unless such persons are directly involved in on-site supervision or operation of a solid waste management facility. A trained operator may perform the duties of a trained spotter.

(f) For purposes of this subsection, "interim operator" means a person who has, in the opinion of the facility manager, shown competency in his chosen occupation through a combination of work experience, education and training and who has at least one year of experience at that facility or a similar facility. An interim operator must become a trained operator within one year of employment as an interim operator.

(g) For purposes of this subsection, "spotter" means a person employed at a solid waste management facility whose job it is to inspect incoming waste and to identify and properly manage any unauthorized waste that is received at the facility.

(h) For purposes of this subsection, "interim spotter" means a person who has, in the opinion of the facility manager, shown competency in his chosen occupation through a combination of work experience, education and training. An interim spotter must become a trained spotter or trained operator within three months of employment as an interim spotter.

(16) Emergency preparedness and response.

(a) Every permitted solid waste management facility shall have, as part of its operation plan, a contingency plan appropriate for the type of facility to cover operational interruptions and emergencies such as fires, explosions, or natural disasters. The contingency plan shall be kept at the facility at all times and shall be accessible to facility operators. The contingency plan shall include:

1. Designation of persons responsible for implementation of the contingency plan;
2. Procedures for notification of appropriate emergency response persons, including the department, the local government, and local fire protection agencies;
3. A description of emergency procedures to be followed, including the location of fire-fighting equipment and explanations of how to use this equipment;
4. Provisions for the immediate shutting down of those parts of the facility affected by the emergency and notification to customers of the closure of the facility; and
5. Procedures for notification of neighbors and local government officials of the potential impacts of the emergency, and provisions to minimize those impacts.

(b) Every solid waste disposal facility shall have:

1. Sufficient equipment to implement the contingency plan, including equipment for excavating, spreading, compacting, and covering waste;
2. Sufficient reserve equipment or arrangement to obtain additional equipment within 24 hours of equipment breakdown;
3. Communications equipment for emergency and routine communications; and
4. Fire protection and fire-fighting capabilities adequate to control accidental burning of solid waste in the facility. Fire protection includes procedures for notification of local fire protection agencies for assistance in emergencies.

(c) In the case of a fire within the waste pile at a solid waste management facility, all reasonable efforts shall be made to immediately extinguish or control the fire. If the fire cannot be extinguished or controlled within an hour, the owner or operator shall immediately:

1. Implement the contingency plan which is included as part of its operation plan;
2. Cease accepting waste for disposal in those areas of the facility impacted by the fire; and
3. Notify the department and the local government having jurisdiction over the facility of the fire and of the fire control plan being implemented by the owner or operator;

(d) If the fire cannot be extinguished or controlled within 48 hours, the owner or operator shall notify the local fire protection agency and seek its assistance, and shall also notify the local government and any neighbors likely to be affected by the fire.

(17) Minimum ground water criteria. For those solid waste management facilities constructed after January 6, 1993, the minimum ground water criteria specified in Rule 62-520.400, F.A.C., shall apply only outside the permitted zone of discharge, notwithstanding the provisions of Rules 62-520.400 and 62-520.420, F.A.C. However, exceedances of ground water criteria within a permitted zone of discharge shall continue to require evaluation monitoring and prevention measures in accordance with subsection 62-701.510(6), F.A.C.

(18) Zone of discharge. A facility's zone of discharge shall be determined pursuant to Chapter 62-520, F.A.C. For all solid waste disposal facilities constructed after January 6, 1993, the zone of discharge shall not exceed 100 feet from the edge of those solid waste disposal units permitted to be constructed, unless modified in accordance with Rule 62-520.470, F.A.C.

*Rulemaking Authority 403.061, 403.704, 403.716 FS. Law Implemented 403.0877, 403.121(3)(e), 403.702, 403.704, 403.707, 403.716 FS. History—New 1-6-93, Amended 1-2-94, 5-19-94, Formerly 17-701.320, Amended 12-23-96, 5-27-01, 1-6-10, 8-12-12, 2-15-15.*



**Item 8.a.b.c.**

**MANAGER'S REPORT**

**AIR**

**PBSO Report**

**Fire Rescue Report**

# Town of Loxahatchee Groves, Florida

## Town Council AGENDA ITEM REPORT

### AGENDA ITEM NO. 8.a.

MEETING DATE: 04/21/2015

**PREPARED BY:** William F. Underwood, II, Town Manager

**SUBJECT:** Manager Update

#### 1. BACKGROUND/HISTORY

**Problem Statement:** The Town Council requests updates on activities and issues.

**Problem Solution:** Provide the Council with an update.

The Council requested they be updated on the various issues facing the Town, it is noted that items in this category be provided as part of a written report.

#### 2. CURRENT ACTIVITY

- **Trails:** At the Town Council meeting of 11/18/2014, the Council approved the Town drafted ILA for funding the trails, maintenance easements, and roads. The ILA was transmitted to the LGWCD on Wednesday, 11/19/2014.
  - Subsequent to the ILA transmittal, the Town Attorney, and staff met with the LGWCD attorney and administrator on Friday, 11/21/2014, at the office of the District's attorney.
  - Substantial progress was made. The Town attorney provided the District's attorney with a summary of the discussion points to be incorporated within a jointly prepared ILA.
  - On or about December 3, the Town received comments from the attorney for the LGWCD.
  - On December 9, the Town Attorney and I were reviewing the points of the agreement.
  - This working group will labor to complete the agreement and present to the respective legislative boards as soon as practical.
  - As of December 30, 2014, the Town is on hold pending a response from LGWCD.
  - Recent discussion on January 13, 2015 with the Administrator indicates the Town should be reviewing a response soon.
  - On January 23, 2015, the Town received an ILA from the LGWCD without first agreeing to the initial discussion positions tentatively agreed upon at the November 21, 2014, meeting. We requested the LGWCD provide a document which can be edited and changes tracked instead of the document provided which would the Town can use instead of having the Town Attorney re-type the agreement at additional cost.
  - Subsequent to receipt and request, on January 23, 2015, the Town was informed the LGWCD was incorporating a few more tweaks to the agreement. Upon completion, they will send the document to the Town.

- February 3, 2015, the Town received another agreement from the LGWCD, without confirmation regarding the original agreed upon discussion points outlined at the 11/21/2014 meeting between the Town and district staff. Attorney and staff did not have sufficient time to review the document before the district meeting on 2/10/2015.
- February 26, 2015, the Town attorney and this office discussed the ILA submitted by the LGWCD. Further, The Town Attorney has requested a date and time to discuss the ILA during the week of the March 2<sup>nd</sup>. As of this writing, we have not received a response from the district.
- March 19, 2015, the Town Attorney and I met with Mary Viator and Frank Palen in their offices to review the ILA agreements. **New issues** were submitted for Town compliance by the district's attorney. The new items require the Town to prepare construction standards for public trails upon the district's easements, if applicable. Additionally, it appears that before any trails can be used by the citizens, trail construction standards must be adopted, implemented, and fences are or may be required. These have not been mentioned at any prior discussion regarding the ILA. Under this new requirement:
  - ✓ The Town should first prepare a set of standards that will be incorporated within the agreement.
  - ✓ Further, we learned that not all maintenance easements would be treated as public trails. The trail network concept must be determined before this office could recommend an ILA be agreed upon.

The meeting concluded with the following actions:

- District attorney and staff will review the base ILA agreement and offer potential changes.
- Town attorney and staff will review the "permit" document and offer potential changes.
- **April 14, 2015, this office has not had an opportunity to complete the review of the base ILA nor begin the work on reconstructing the Permit pursuant to the district's request.**

- **Traffic:** Staff is working with Minto to draft an agreement between Minto and the Town for the funding of the traffic light at Okeechobee Boulevard and D Road.
  - A discussion with Minto's attorney on December 29, 2014, indicated Palm Beach County would agree for the Town and Minto to enter into a funding agreement which may exclude the County.
  - No activity on this item as of January 14, 2015.
  - No activity on this item as of January 26, 2015.
  - No activity on this item as of February 10, 2015.
  - This office has received communication and we are trying to establish a date and time during the week of March 9<sup>th</sup>.
  - No activity on this item as of April 1, 2015.
  - **April 15, 2015 this office met with representatives from Minto. Discussion points were covered regarding the proposed funding of the traffic control appurtenances for D Road and Okeechobee. Staff will review the information and report progress at the June 16 Town Council meeting.**
- **Building:** Staff had a meeting with the Day property representative to preliminary discuss the prospective site plan for the property on Tuesday, December 9. The meeting was to review site plan requirements and process
  - We reviewed the site plan submission requirements
  - Discussed the site plan specifically
    - addressing conditions of approval

- perimeter landscaping buffer requirements
  - horse trail potential
- Timing of submittal and hearings
  - PBC manages traffic related issues and may need to be at meetings
  - LGWCD to affirm positive outfall for drainage
  - Interconnection to westerly property discussion
  - Set RETGAC meeting for January 2015
  - P&Z meeting for January 2015
  - About March present to Town Council.
- No Activity since the 12/16/2014 meeting.
- On 1/12/2015, staff and Mr. Lipp, met with representatives reviewing Rural Vista guidelines assisting the representatives determine the guidelines.
- This item is due to be presented to the P&Z and RETGAC committees jointly at their February 19, 2015, meeting.
- The February 19<sup>th</sup> P&Z and RETGAC joint meeting placed additional conditions upon the site plan such as an equestrian trail on the north boundary of the property from east to west and the Town's engineer provide a review of the conclusions of the traffic study and acceptance.
- The Town Attorney has received comments regarding the requested trail easement and will be providing a response soon.

**Building: FEMA Flood Zone Mapping:** Town Council authorized staff and the Town's engineer, Keshavarz & Associates, at its March 3, 2015, Council meeting to work and remove as many homes as possible from the flood plain. The Council authorized a project to assist 218 homeowners or about 1/3 of the population avoid the costly expense of flood insurance based on FEMA's placing the homes in the flood plain. The results of the Town's work in this matter reduced by 75% the number of home located within the flood plain. The attached report specifically addresses the project and process employed to reach such a favorable result.

- April 15, 2015 report from Keshavarz & Associates
- **Roads:** This office met with Angela Hendrichsen Sandoval, P. E., PMP, Section Leader, and Ken Mudd, Resource Professional IV, representing South Florida Water Management District (SFWMD) in reference to a permit the SFWMD issued in 1982 for a road and swale improvement on 43rd. As I understand the purpose of the meeting, SFWMD was looking to determine whether or not the Town would assist them in correcting a deficiency in the road and swale drainage system on the road. The Town will be contacted in the future regarding the next step to be taken to correct the problem.
  - No activity since the 12/16/2014 meeting.
  - No activity from SFWMD representative as of 1/14/2015.
  - This office received communication from SFWMD regarding their internal work to plan their path forward on January 15, 2015. Upon completing their planning effort, they will be in touch with staff.
  - No activity since 1/15/2015 to 2/11/2015.
  - February 23, 2015, Ms. Hendrichsen Sandoval stated that this office will be notified in advance of a letter will be drafted informing residents of a meeting to discuss the matter.
  - No activity as of April 1, 2015.
  - No activity on this item as of April 14, 2015.

- **Roads:** Speed hump removal is being investigated as to the methodology and cost of eliminating those traffic control devices to meet the Town's distance specifications.
  - Due to time constraints, this office has been unable to get a response from potential vendors; however, the Town consultant believed the cost to be equal or greater than the \$700 cost per speed hump to install.
  
- **Building:** Update of work to prepare the Chamber building to become the Town of Loxahatchee Groves Town Hall
  - In an effort to provide as smooth a transition as possible to the new Town Hall, this office has begun preliminary work to initiate services for the location such as:
    - ~~Establish FPL account~~
    - ~~Establish water and sewer account with Palm Beach County~~
    - ~~Establish solid waste removal~~
    - ~~Establish an account with Suncom, State of Florida telecommunications~~
    - ~~Transfer ATT lines while Suncom gets established~~
    - Transfer Comcast cable
    - Prepare building with interior painting
    - Prepare for a moving company to relocate offices
    - Approval of Termination Notice to YEE's Corporation – Lease Agreement for Town offices
  - Staff continues to work on all necessary items for the transition.
  - Accounts have been established with FPL and PBC Utilities and painting commenced and we are trying to move into Town Hall during the week of April 20<sup>th</sup>. Efforts, however, are hampered due to the Chamber not leaving anything for the Town's use.
  
- **Unauthorized living structures:** Pursuant to Town Council instruction, staff initiated action against 1666 C Road for providing for the operations of excess living structures on the property which impacts the Town, at a minimum, through solid waste removal without appropriate payment for the services.
  - Additionally, staff has proceeded with various actions on other properties initiated by individuals.
  - Staff began the survey and will finish and work to prepare a report for either the April 21, or May 5, 2015, agenda.

### 3. ATTACHMENTS

- April 15, 2015 report from Keshavarz & Associates

### 4. FINANCIAL IMPACT

Not applicable.

### 5. RECOMMENDED ACTION

Motion to receive and file report.



**KESHAVARZ & ASSOCIATES**  
Civil Engineers – Land Surveyors

## **Town of Loxahatchee Groves FEMA FIRM Appeal Process**

April 15<sup>th</sup>, 2015

### **Executive Summary:**

- 162 Residential Structures have been removed from flood zone AE (high risk) as a result of the remapping process.
- The scope of the project was modified during the initial stages, currently providing a savings to the Town of \$66,000.
- We recommend for the Town to join Palm Beach County in acquiring LiDAR data during fall of this year to further appeal / amend the FEMA maps. The Town will have the opportunity to acquire LiDAR data at that time for a significant savings.

On March 3, 2015, the Town Council was presented a proposal for civil engineering and survey related services with the goal to assist the Town in pursuing an appeal process through FEMA in order to remove as many houses as possible from the proposed flood zone. The deadline to submit an appeal to FEMA with scientific supporting data was April 2, 2015. At the time, there were two different options available to the Town to appeal the FEMA FIRM process:

1. **Structure Specific Survey Acquisition** and remapping of the preliminary FIRMs  
Project Cost: \$109,000
2. **Town-wide LiDAR** data, modeling and remapping of the preliminary FIRMs  
Project Cost: \$105,000 - \$120,000

The Town authorized us to proceed with the second option of acquiring town-wide LiDAR data to use as the basis of re-mapping the preliminary FIRMs.

During the early stages of the town-wide LiDAR acquisition a third option was discovered and ultimately used for the FEMA appeal process:

3. **New FEMA DEM:** remapping of the preliminary FIRMs based upon filtering and editing recently available digital elevation model (DEM) released by FEMA on February 28<sup>th</sup>, 2015.  
Project Cost: \$54,000 - \$72,000

### **Background:**

While we were in the process of setting up the flight and associated survey preparation, a third option became available. The City of Greenacres acquired LiDAR data that was given to FEMA to supplement the currently available Lidar information. FEMA incorporated the new LiDAR data and revised the digital elevation model (DEM) used in the mapping process. On February 28, 2015, FEMA released the new DEM to Palm Beach County.

On the afternoon of March 5<sup>th</sup>, we were notified of the newly available DEM. We immediately downloaded the data, begun a review process of it to determine if it would be beneficial for the Town and notified the Town Manager of the newly available DEM. On the morning of March 6<sup>th</sup>, we completed our review of the new DEM and determined that it would be significantly beneficial for the Town.

Based upon discussions with the Town Manager on Friday March 6<sup>th</sup> we decided to cancel the scheduled flight and utilize the new DEM in lieu of acquiring Town-wide LiDAR data based upon the following reasons:

- Based upon our review of the new DEM; filtering and remapping the flood zones on the new DEM would reduce the number of structures by 50%.
- There is no guarantee that LiDAR acquired by the Town would yield a reduction of any more structures in the floodplain.
- FEMA could require the Town to revise the hydrological model for the basin.
- There would be significant cost saving to the Town by not acquiring the LiDAR data.
- Palm Beach County (PBC) will be initiating a large scale LiDAR acquisition process, after the FEMA appeal deadline, where all municipalities are invited to share in the cost savings of one larger scale process, without a 30 day deadline. The information gathered during this effort will be used by PBC to submit for an amendment to the proposed flood mapping. The Town can also participate in that countywide effort.

### **Project Revisions:**

Due to the dynamic changes that occurred early on in the project, our scope of services were adjusted accordingly and the followings steps occurred:

1. Acquired and analyzed newly available DEM;
2. Mapped flood zones AE (high risk) and X based upon the DEM with ArcGIS and filtered flood zones using engineering judgement to remove irregularities that erroneously included structures within flood zone AE;
3. Field verified elevations to confirm the flood zone;
4. Removed areas from the flood zone that were inaccurately represented within the DEM;
5. Authored a letter of appeal to FEMA on behalf of the Town and provided the results of the remapping efforts to FEMA in an acceptable format. FEMA deadline of April 2<sup>nd</sup> was met;
6. Authored a summary of results and project revisions.

**Results:**

Upon completion of our analysis and remapping efforts, a total of 162 residential structures have been removed from flood zone AE (high risk), 59 habitable structures (residential and non-residential) remain.

As of this filing, the savings to the Town is \$66,000. However, we may need to address future comments from FEMA which could reduce the savings to \$49,000.

## District 15 Loxahatchee Groves

### Monthly Report: March 2015



Calls for Service (self-generated)	Monthly
Business/Residence Checks	48
Traffic Stops	33
Dispatched calls	211
<b>Total</b>	<b>292</b>

Traffic	Monthly
Warnings	13
Citations	20
<b>Totals</b>	<b>33</b>

**Summary:** During the month, D15 deputies handled (292) calls for service. 28% of calls for service were self-generated.

Part I Crimes Case #'s	Monthly
Murder	0
Sexual Assault	0
Robbery	0
Aggravated Assault	2
Burglary	2
Theft	0
Motor Vehicle Theft	1
Arson	0
<b>Total</b>	<b>5</b>

#### Town of Loxahatchee Groves CMV Enforcement Permit / March 2015

- 0 Citations
- 9 Warnings
- 0 FIR / Field Interview Reports
- 5 Commercial Vehicle Inspections / 1 Placed Out of Service
- 1 Arrests (Town of Loxahatchee Groves Ordinance 2014-03)

**Summary:**

- 02/15/15- Fatal Automobile accident at 13771 Okeechobee Blvd between F & E roads. The vehicle left the roadway and crashed into a mailbox before striking a utility pole, the 72 year old driver was taken to St. Mary's Medical Center via Trauma Hawk helicopter. He died of his injuries on 03/26/15. Accident is still under investigation by the PBSO Vehicle Homicide Investigations unit.
- Boonies Bar & Grill at 14555 Southern Blvd / State of FL Alcohol, Beverage, & Tobacco Operation. 03/31/15, Assisted ABT with a successful completion.
- Boonies Bar & Grill at 14555 Southern Blvd / Intoxicated woman was arrested for battery on an officer, resisting arrest, and trespassing.



**Fire Rescue**

Chief Jeffrey P. Collins  
405 Pike Road  
West Palm Beach, FL 33411  
(561) 616-7000  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

- Shelley Vana, Mayor
- Mary Lou Berger, Vice Mayor
- Hal R. Valeche
- Paulette Burdick
- Steven L. Abrams
- Melissa McKinlay
- Priscilla A. Taylor

**County Administrator**

Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*

Official Electronic Letterhead

April 10, 2015

William F. Underwood, II, Town Manager  
Town of Loxahatchee Groves  
14579 Southern Blvd., Ste. 2  
Loxahatchee, FL 33470

Dear Mr. Underwood:

Enclosed is the Response Time Report for the Town of Loxahatchee Groves for February and March 2015.

If you have any questions or concerns, please contact me at 561-308 4103.

Sincerely,

Michael Arena, Battalion Chief  
Palm Beach County Fire-Rescue



4/8/2015

# Palm Beach County Fire Rescue

## Loxahatchee Groves Response Time Report

### 20150301 to 20150331

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
<b>Emergency Calls:</b>													
F15033581	21	NORTH RD LOX	03/01/2015		20:52:00	20:52:05	20:53:37	21:02:42	21:02:59	0:00:30	0:01:32	0:09:05	0:11:07
F15033591	21	NORTH RD LOX	03/01/2015		21:21:01	21:21:11	21:21:58	21:29:18	22:03:49	0:00:35	0:00:47	0:07:20	0:08:42
F15034236	21	TANGERINE DR/D RD LOX	03/03/2015		00:42:11	00:42:18	00:43:54	00:51:19	02:26:01	0:00:32	0:01:36	0:07:25	0:09:33
F15035778	21	SOUTHERN BLVD LOX	03/05/2015		18:53:56	18:53:53	18:54:23	18:59:23	19:07:48	0:00:25	0:00:30	0:05:00	0:05:55
F15037099	20	STATE ROAD 80 LOX	03/08/2015		09:22:57	09:23:06	09:23:53	09:28:24	10:36:07	0:00:34	0:00:47	0:04:31	0:05:52
F15037347	21	SOUTHERN BLVD LOX	03/08/2015	18:46:07	18:46:44	18:47:00	18:47:42	18:53:08	19:40:25	0:00:53	0:00:42	0:05:26	0:07:01
F15037471	21	G RD W LOX	03/09/2015	00:21:24	00:22:27	00:22:31	00:23:14	00:34:11	01:23:32	0:01:07	0:00:43	0:10:57	0:12:47
F15037612	21	OKEECHOBEE BLVD LOX	03/09/2015	09:21:59	09:22:17	09:22:37	09:23:48	09:27:36	09:51:26	0:00:38	0:01:11	0:03:48	0:05:37
F15038410	21	CASEY RD LOX	03/10/2015	18:01:30	18:02:24	18:02:32	18:02:58	18:08:17	18:22:11	0:01:02	0:00:26	0:05:19	0:06:47
F15038507	21	OKEECHOBEE BLVD/E RD LOX	03/10/2015		21:34:53	21:34:57	21:35:56	21:38:22	22:01:54	0:00:29	0:00:59	0:02:26	0:03:54
F15039053	21	CASEY RD LOX	03/11/2015	23:19:26	23:19:54	23:20:15	23:20:32	23:26:43	23:55:45	0:00:49	0:00:17	0:06:11	0:07:17
F15039710	21	B RD LOX	03/13/2015		09:51:59	09:52:05	09:52:27	09:56:14	10:15:30	0:00:31	0:00:22	0:03:47	0:04:40
F15040261	21	F RD LOX	03/14/2015	10:02:57	10:03:25	10:03:30	10:04:06	10:09:27	10:59:36	0:00:33	0:00:36	0:05:21	0:06:30
F15040306	20	BINKS FOREST DR/FLYING COW RANCH RD	03/14/2015	11:40:11	11:40:54	11:41:20	11:42:07	11:45:23	12:14:39	0:01:09	0:00:47	0:03:16	0:05:12
F15040375	20	STATE ROAD 80 LOX	03/14/2015		13:57:34	13:57:40	13:58:43	14:02:09	14:30:40	0:00:31	0:01:03	0:03:26	0:05:00
F15040617	21	BRYAN RD LOX	03/14/2015	23:10:51	23:11:08	23:11:14	23:12:20	23:16:55	23:57:23	0:00:23	0:01:06	0:04:35	0:06:04
F15041683	21	SOUTHERN BLVD PBC	03/16/2015	18:45:15	18:45:39	18:45:47	18:46:21	18:50:54	19:29:20	0:00:32	0:00:34	0:04:33	0:05:39
F15041714	26	40TH ST N LOX	03/16/2015		20:03:36	20:03:42	20:04:14	20:13:04	21:04:03	0:00:31	0:00:32	0:08:50	0:09:53
F15042067	21	SOUTHERN BLVD PBC	03/17/2015		13:31:35	13:31:48	13:32:33	13:37:10	14:06:01	0:00:38	0:00:45	0:04:37	0:06:00
F15042707	21	B RD LOX	03/18/2015		16:00:15	16:00:24	16:02:36	16:08:06	19:29:12	0:00:34	0:02:12	0:05:30	0:08:16
F15043068	21	F RD LOX	03/19/2015		10:35:53	10:36:03	10:36:49	10:51:30	11:40:26	0:00:35	0:00:46	0:14:41	0:16:02
F15043915	21	C RD LOX	03/20/2015	22:14:07	22:14:24	22:14:29	22:15:28	22:23:37	23:56:28	0:00:22	0:00:59	0:08:09	0:09:30
F15044562	21	22ND RD N LOX	03/22/2015		05:16:33	05:16:38	05:18:21	05:23:01	05:50:52	0:00:30	0:01:43	0:04:40	0:06:53
F15044612	21	B RD LOX	03/22/2015	09:02:33	09:03:06	09:03:15	09:04:23	09:07:31	09:43:07	0:00:42	0:01:08	0:03:08	0:04:58
F15045370	21	SOUTHERN BLVD LOX	03/23/2015		15:33:45	15:33:54	15:34:43	15:42:45	16:10:50	0:00:34	0:00:49	0:08:02	0:09:25
F15045833	21	25TH PL N LOX	03/24/2015	13:06:42	13:06:58	13:08:52	13:08:59	13:16:22	13:18:47	0:02:10	0:00:07	0:07:23	0:09:40
F15048347	21	147TH AVE N LOX	03/28/2015		19:18:51	19:18:59	19:19:34	19:27:57	19:29:39	0:00:33	0:00:35	0:08:23	0:09:31
F15048383	21	SOUTHERN BLVD LOX	03/28/2015		20:36:55	20:37:03	20:37:37	20:41:25	20:59:19	0:00:33	0:00:34	0:03:48	0:04:55
F15048730	21	24TH CT N LOX	03/29/2015	14:34:06	14:34:23	14:34:29	14:35:09	14:36:42	15:25:53	0:00:23	0:00:40	0:01:33	0:02:36

Created by Jill Gregory on 10/08/2008 (updated 05/23/2012)

H:\Crystal\CAD\FIRECADARCH\City or Specific Areas\Municipal Response Time NEW 5-23-2012.rpt



4/8/2015

# Palm Beach County Fire Rescue

## Loxahatchee Groves Response Time Report

### 20150301 to 20150331

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F15049091	21	D RD LOX	03/30/2015		09:10:00	09:10:11	09:11:11	09:15:39	09:31:42	0:00:36	0:01:00	0:04:28	0:06:04
F15050014	21	6TH CT N LOX	03/31/2015		21:06:29	21:06:36	21:08:09	21:16:03	21:50:44	0:00:32	0:01:33	0:07:54	0:09:59
<b>Average Response Times:</b>										<b>0:00:39</b>	<b>0:00:53</b>	<b>0:05:55</b>	<b>0:07:27</b>

**Non Emergency Calls:**

F15038212	21	E CITRUS DR LOX	03/10/2015		11:29:06	11:29:17	11:29:53	11:37:48	11:42:41	0:00:36	0:00:36	0:07:55	0:09:07
F15043300	21	B RD LOX	03/19/2015	18:16:21	18:17:22	18:17:38	18:19:20	18:25:51	18:47:59	0:01:17	0:01:42	0:06:31	0:09:30
F15045464	21	C RD LOX	03/23/2015		18:51:25	18:52:05	18:53:09	18:58:51	19:12:05	0:01:05	0:01:04	0:05:42	0:07:51
F15047706	21	D RD LOX	03/27/2015		17:43:24	17:43:46	17:45:30	17:56:32	18:59:28	0:00:47	0:01:44	0:11:02	0:13:33

**Corrupt Data:**

F15037100	20	SOUTHERN BLVD/FLYING COW RANCH RD	PBC	03/08/2015	09:22:57	09:23:12							Empty Time Fields
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**Total number of Events: 36**

\*Represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.



**Item 9.a.**

**OLD BUSINESS**

**Consideration of forfeiture provisions to remove a Town  
Council Member**

**Town of Loxahatchee Groves, FLORIDA  
Town Council AGENDA ITEM REPORT**

**AGENDA ITEM NO. 10.c.**

MEETING DATE: 4/7/2015

**PREPARED BY:** Michael D. Cirullo, Jr., Town Attorney  
**SUBJECT:** Question of Forfeiture of Office, Councilman Liang

**1. BACKGROUND/HISTORY**

**Problem Statement:** The Town has received information relating to a question of forfeiture as to Councilman Liang pursuant to Section 3(4), entitled “VACANCIES IN OFFICE; FORFEITURE; SUSPENSION; FILLING OF VACANCIES.”

**Problem Solution:** Section 3(4) of the Town Charter provides that the Town Council “*shall* hear all questions relating to forfeiture of a council member,” and that is the “*sole* judge of the qualification of its members.” (emphasis added). As a result, the Charter requires the Town Council to hear the questions raised in the attached correspondence.

**2. CURRENT ACTIVITY**

Section 3(4) of the Town Charter, states, in pertinent part:

“The council shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a council member.”

“The council member whose qualifications are in question or who is otherwise subject to forfeiture of his or her office shall not vote on any such matters.”

“The council member in question shall be entitled to a public hearing on request regarding an alleged forfeiture of office. If a public hearing is requested notice thereof shall be published in one or more newspapers of general circulation in the town at least 1 week in advance of the hearing.”

**3. ATTACHMENTS**

Town Attorney Memorandum 2015-002

{00068107.1 1574-0702400 }

Section 3(4), Town Charter

March 16, 2015, email from Dennis Lipp

March 13, 2015, correspondence from Richard A. Jarolem, Esquire, and attachments thereto

March 20, 2015, correspondence from John R. Whittles, Esquire

**4. FINANCIAL IMPACT**

N/A

**5. RECOMMENDED ACTION**

The initial step for the Town Council in hearing the question is to determine whether the questions raised fall within the grounds for forfeiture. Should the Town Council determine that the questions would not fall within the forfeiture provisions of the Charter, no further action by the Town Council would be warranted. If the Council finds that the questions fall within the grounds in the Charter, then it should schedule the matter for consideration at a future meeting in order to provide Council member Liang an opportunity to request a public hearing should he chose to do so.

**TOWN OF LOXAHATCHEE GROVES**

**INTER-OFFICE CORRESPONDENCE**

**MEMORANDUM NO. 2015-002**

TO: Mayor David Browning  
Members of the Town Council

CC: William Underwood, Town Manager  
Janet Whipple, Town Clerk

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

DATE: April 7, 2015

RE: Town of Loxahatchee Groves / Question of Forfeiture

---

The Town has received information relating to a question of forfeiture as to Councilman Liang pursuant to Section 3(4), entitled “VACANCIES IN OFFICE; FORFEITURE; SUSPENSION; FILLING OF VACANCIES.” The several correspondences are attached hereto.

Section 3(4) of the Town Charter states, in pertinent part:

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This provision of the Charter uniquely and expressly provides that the Town Council “shall hear all questions relating to forfeiture of a council member,” and that is the “sole judge of the qualification of its members.” (emphasis added). As a result, the Charter requires the Town Council to hear the questions raised in the attached correspondence.

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Attachments:

**TOWN OF LOXAHATCHEE GROVES**

**INTER-OFFICE CORRESPONDENCE**

**MEMORANDUM NO. 2015-002**

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Members of the Town Council

CC: William Underwood, Town Manager  
Janet Whipple, Town Clerk

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

DATE: April 7, 2015

RE: Town of Loxahatchee Groves / Question of Forfeiture

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Attachments:

Section 3. Election and terms of office.—

(1) TERM OF OFFICE.—Each council member shall be elected at large for a 3-year term by the electors of the town in the manner provided herein. Council members shall be sworn into office at the first regularly scheduled meeting following their election. Each council member shall remain in office until his or her successor is elected and assumes the duties of the position.

(2) SEATS.—The town council shall be divided into five separate council seats to be designated as seats 1, 2, 3, 4, and 5, to be voted on townwide, with each qualified elector entitled to vote for one candidate for each seat.

(3) QUALIFICATION.—Candidates for each council seat must qualify for council elections by seat in accordance with applicable general law, and the council members elected to those seats shall hold the seats 1 through 5, respectively. To qualify for office:

(a) Filing.—Each candidate for council member shall file a written notice of candidacy with the town clerk at such time and in such manner as may be prescribed by ordinance and shall make payment to the town of any fees required by general law as a qualifying fee.

(b) Registered elector.—Each candidate for council member shall be a registered elector in the state.

(c) Residency.—Each candidate for council member shall have maintained his or her domicile within the boundaries of the town for a period of 1 year prior to qualifying for election and, if elected, shall maintain such residency throughout his or her term of office.

(d) Deadline.—Any resident of the town who wishes to become a candidate for a council member seat shall qualify with the town clerk no sooner than noon on the last Tuesday in January, nor later than noon on the first Tuesday in February, of the year in which the election is to be held.

(4) VACANCIES IN OFFICE; FORFEITURE; SUSPENSION; FILLING OF VACANCIES.—

(a) Vacancies.—A vacancy in the office of mayor, vice mayor, or any council member shall occur upon the death of the incumbent, removal from office as authorized by law, resignation, appointment to other public office which creates dual office holding, judicially determined incompetence, or forfeiture of office as described in paragraph (b).

(b) Forfeiture of office.—Any council member shall forfeit his or her office upon determination by the council, acting as a body, at a duly noticed public meeting that he or she:

1. Lacks at any time, or fails to maintain during his or her term of office, any qualification for the office prescribed by this charter or otherwise required by law;

2. Is convicted of a felony or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld;

3. Is convicted of a first degree misdemeanor arising directly out of his or her official conduct or duties, or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or

5. Is absent from three consecutive regular council meetings without good cause, or for any other reason established in this charter.

The council shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a council member's office, including whether good cause for absence has been or may be established. The burden of establishing good cause shall be on the council member in question; however, any council member may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other commission member from any past, present, or future meeting or meetings, which motion, if carried, shall be conclusive. A council member whose qualifications are in question or who is otherwise subject to forfeiture of his or her office shall not vote on any such matters. The council member in question shall be entitled to a public hearing on request regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in one or more newspapers of general circulation in the town at least 1 week in advance of the hearing. Any final determination by the council that a council member has forfeited his or her office shall be made by resolution. All votes and other acts of the council member in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

(c) Suspension from office.—Any council member shall be suspended from office upon return of an indictment or issuance of any information charging the council member with any crime which is punishable as a felony or with any crime arising out of his or her official duties which is punishable as a first degree misdemeanor. Pursuant thereto:

1. During a period of suspension, a council member shall not perform any official act, duty, or function or receive any pay, allowance, emolument, or privilege of office.

2. If the council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed, reduced, or altered in such a manner that suspension would no longer be required as provided herein, the suspension shall be lifted and the council member shall be entitled to receive full back pay and such other emoluments or allowances as he or she would have been entitled to had the suspension not occurred.

(d) Filling of vacancies.—

1. If any vacancy occurs in the office of any council member and the remainder of the council member's unexpired term is less than 1 year and 81 days, the remaining council members shall, within 30 days following the

## Mike Cirullo

---

**From:** Dennis <d\_lipp@comcast.net>  
**Sent:** Monday, March 16, 2015 10:54 AM  
**To:** 'Dave Browning'  
**Cc:** wunderwood@loxahatcheegrovesfl.gov; 'Perla D. Underwood'; Mike Cirullo; DJ Doody; 'Keith Harris'  
**Subject:** Foreseiture of Office  
**Attachments:** Liang-Ryan Monroe County Records Detail.pdf; Town Canvassing board member.pdf

Dear Mayor Browning,

The results of the recent Town Council elections are in question due to the actions of the Ryan Liang campaign i.e. allegations of voter fraud. In addition, the membership of the Canvassing Board and the actions taken by the Canvassing Board are in question. As you are aware, the Town's Charter is subject to general law. 102.141, f.s. (2013) provides for the appointment of substitute canvassing board members when a member is an "active participant" in the campaign of a candidate who has opposition in the election being canvassed. Councilman Jim Rocket was an active participant in the Ryan Liang campaign. The Florida Department of State opined on this issue on March 7, 2014, attached. The Florida Department of Law Enforcement (FDLE) is looking into the allegations of voter fraud. Although I am certain that FDLE will do a thorough investigation and those responsible will be adjudicated, the results of this election need to be rectified sooner rather than later.

It has come to my attention that Town Councilman Ryan Liang pled guilty to a felony. His crime was committed in Monroe County, FL. The Case Number is CFP01230, the defendant is Liang, Ryan Peter. The crime was committed on 8/17/2001. The trial occurred on 2/15/2002. The Town of Loxahatchee Grove's Charter, Section 3. Election and terms of office; Paragraph (4) Vacancies in Office; Forfeiture; Suspension; Filling if Vacancies; Subparagraph (b) Forfeiture of office; Item 2. "Is convicted of a felony or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld". The Town's Charter is a State Law. It is the Town Council's duty to obey the law and implement the Town's Charter, Section 3(4)(b)2. Due to Ryan Liang's failure to disclose his criminal activities, i.e. felony, he was twice elected to the Town Council. The Town attorney must draft a resolution of forfeiture of office and the Town Council must vote, without Ryan Liang voting. Should the Council vote against the forfeiture or end in a tie, I will personally chair the recall committee for any Town Councilman that votes to have a felon as a member of our Town Council.

Respectively,



Dennis Lipp  
(561) 596-6357  
[d\\_lipp@comcast.net](mailto:d_lipp@comcast.net)

**TRAUB LIEBERMAN**  
**STRAUS & SHREWSBERRY LLP**

March 13, 2015

**Sent by Email Transmission & Facsimile**

Mike Cirullo, Jr.  
Goren Cherof Doody & Ezrol, P.A.  
3099 East Commercial Blvd, Suite 200  
Ft. Lauderdale, Florida 33308

P.O. Box 32819  
Palm Beach Gardens, FL 33410

Telephone (561) 848-8300  
Facsimile (561) 848-8301  
www.traubleberman.com

**Richard A. Jarolem, Esquire**  
**RJarolem@traubleberman.com**

Re: Ryan Liang's violation of the Town's Charter

Dear Mr. Cirullo

Since my last letter on Friday, some additional facts have been brought to my attention which I believe may impact this election as well.

Under the Town Charter no councilperson may have pled guilty to a felony and/or a forfeiture of the office occurs when any councilmember has pled guilty to a felony regardless of whether or not adjudication has been withheld. See below:

**TOWN CHARTER**

**VACANCIES IN OFFICE; FORFEITURE; SUSPENSION; FILLING**

**OF VACANCIES.—**

(a) Vacancies.—A vacancy in the office of mayor, vice mayor, or any council member shall occur upon the death of the incumbent, removal from office as authorized by law, resignation, appointment to other public office which creates dual office holding, judicially determined incompetence, or forfeiture of office as described in paragraph (b).

(b) Forfeiture of office.—Any council member shall forfeit his or her office upon determination by the council, acting as a body, at a duly noticed public meeting that he or she:

1. Lacks at any time, or fails to maintain during his or her term of office, any qualification for the office prescribed by this charter or otherwise required by law;

2. Is convicted of a felony or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld;

It appears that Mr. Liang pled guilty to the felony of molesting crawfish traps in 2001 in violation of Section 317.14(4), Fla. Stat.(2001), which was a third degree felony. According to the records provided, adjudication was withheld. (A copy of the documentation concerning Mr. Liang's plea is attached hereto as a .pdf file to this e-mail for your convenience.)

Nevertheless, according to your charter, it appears that Mr. Liang should be determined to have forfeited his position and is further ineligible to hold the office as a result of the most recent election. As I am sure you are aware ineligibility of a candidate is another ground to contest the election, under Section 102.138(3)(b), Fla. Stat.

My client is hereby making his demand under the Charter that the Council make a determination as to the forfeiture of the position at a duly noticed public meeting at the earliest possible time.

Thank you in advance for your assistance.

/s Richard A. Jarolem

cc. Client

## Traffic/Criminal Case Detail Information

<b>Defendant Name</b>	<b>Date of Birth</b>
LIANG, RYAN PETER	2/18/1979
<b>Case Number</b>	<b>Uniform Case Number</b>
CFP01230	442001CF000230000APK
<b>Defense Attorney</b>	<b>Judge</b>
BISWAS, ROBERT	Garcia, Luis

### Scheduled Court Appearances

Date	Time	Location/Court Room	Description
9/4/2001	9:0 AM	PK COURTROOM G	ARRAIGNMENT
11/6/2001	1:30 PM	PK COURTROOM G	PRE TRIAL/CRIMINAL
12/10/2001	9:0 AM	PK COURTROOM G	OTHER
2/5/2002	1:30 PM	PK COURTROOM G	PRE TRIAL/CRIMINAL
6/30/2003	1:30 PM	PK COURTROOM G	OTHER

### Charges

Offense Date	Statute Code	Statute Description	Date	Disposition
8/17/2001	370.14(4)	MOLESTING CRAWFISH TRAPS	2/15/2002	Def Sent/Guilty - Non Jury Trial/Adj WH
8/17/2001	370.021	VIOLATE SALTWATER FISHERIES	2/15/2002	Def Sent/Guilty - Non Jury Trial/Adj
8/17/2001	327.331(2)	FAIL TO DISPLAY DIVERS DOWN FLAG	2/15/2002	Def Sent/Guilty - Non Jury Trial/Adj
8/17/2001	68B-24.003(1)	POSS UNDERSIZE CRAWFISH		No Action Taken By State

### Docket Information

Date	Time	Description	Text
11/14/2003	-		PAYMENT ACCEPTED / RECEIPT # - 00022849
11/14/2003	-		PAYMENT ACCEPTED / RECEIPT # - 00022871
6/30/2003		ORDER GRANTING EARLY TERM OF PROBATION	ORDER GRANTING EARLY TERM OF PROBATION
6/30/2003			COURT MINUTES
6/25/2003			MOTION FOR EARLY TERM OF PROBATION
6/25/2003			NOTICE OF HEARING
6/25/2003			OTHER COURT HEARING

<06/30/2003> 1:30 P.M.

6/17/2003	-	PAYMENT ACCEPTED / RECEIPT # - 00021108
2/18/2003	-	PAYMENT ACCEPTED / RECEIPT # - 00019350
2/18/2003	-	PAYMENT ACCEPTED / RECEIPT # - 00019351
8/19/2002	-	PAYMENT ACCEPTED / RECEIPT # - 00016656
8/19/2002	-	PAYMENT ACCEPTED / RECEIPT # - 00016657
8/19/2002	-	PAYMENT ACCEPTED / RECEIPT # - 00016658
5/7/2002	-	PAYMENT ACCEPTED / RECEIPT # - 00014985
5/7/2002	-	PAYMENT ACCEPTED / RECEIPT # - 00014986
5/7/2002	-	PAYMENT ACCEPTED / RECEIPT # - 00014987
5/7/2002	-	Court Cost Assessed / PA 3.00 LT 2.00 FLGC 200.00 / FACC 50.00 FOCC 2.00 TCP 3.00
5/7/2002	-	Discretionary Cost Assessed / IFMP 75.00 IST 25.00
2/15/2002	-	AJUDICATION WITHHELD COUNT 001
2/15/2002	-	ADJUDICATED GUILTY/DELINQUENT COUNT 002
2/15/2002	-	ADJUDICATED GUILTY/DELINQUENT COUNT 003
2/15/2002	-	DE-SENT-DT / 6299 CONSERVATION GENERAL / DT IMPOS: 02/15/2002 EFF DATE: 02/15/2002 / PROB: 002 000.000 / SPEC PRV: DEF/JUV SENTENCED UNDER SENTENCING GUIDELINES
2/15/2002	ORDER OF PROBATION OR: PG:	ORDER OF PROBATION OR: PG:
2/13/2002	DESIGNATION TO TRANSCRIBER	DESIGNATION TO TRANSCRIBER
2/11/2002	DEPO *	DEPO OF DAVID MCDANIEL
2/5/2002	SENTENCING GUIDLINE/SCORE SHT	SENTENCING GUIDLINE/SCORE SHT
2/5/2002	STATEMENT OF NEGOTIATED PLEA	STATEMENT OF NEGOTIATED PLEA
2/5/2002	-	COURT MINUTES
2/5/2002	-	FINGER PRINTS
1/10/2002	-	SUBPOENA RET SRVD OFF MCDANIEL 1/3

12/26/2001	-		NOTICE OF TAKING DEPOS
12/12/2001	-		PRETRIAL HEARING <02/05/2002> 1:30 P.M.
12/11/2001	-		COURT MINUTES /MOTION TO SET ASIDE BOND ESTREATURE AND WARRANT- / GRANTED
12/11/2001	-		ORDER TO QUASH CAPIAS,VACATE BOND ESTREATURE AND REINSTATE TO ORIGINAL / BOND
12/11/2001	-		ORD CONTINUING TRIAL DATE AND PRETRIAL CONFERENCE
12/11/2001	-		RECALLED WARRANT
12/11/2001		BOND ESTREATURE SET ASIDE/ORDER SIGNED	BOND ESTREATURE SET ASIDE
12/11/2001		PRE-TRIAL COURT MINUTES	PRE-TRIAL COURT MINUTES
12/10/2001	-		COURT MINUTES - TAKEN OFF CALENDER, DEFENDANT DID NOT APPEAR IN COURT
12/7/2001	-		OTHER COURT HEARING <12/10/2001> 9:00 A.M.
12/4/2001	-		OTHER COURT HEARING <12/10/2001> 9:00 A.M.
12/4/2001	-		MOTION TO QUASH WARRANT, VACATE ESTREATURE AND REINSTATE BOND
12/4/2001	-		NOTICE OF HEARING
11/7/2001	-		CERTIFICATE AND ORDER OF FORFEITURE
11/7/2001		Conversion: Bond Forfeiture Date	
11/7/2001		BOND ESTREATURE LETTER SENT	BOND ESTREATURE LETTER
11/6/2001		BENCH WARRANT ISSUED <*M/DD/YYYY> BOND IS *	BENCH WARRANT ISSUED, BOND IS \$10,000.00
9/7/2001	-		WRIT PLEA ON NG, DEMAND FOR JURY TRIAL
9/6/2001	-		WITNESS LIST
9/6/2001	-		STATES RESPONSE TO DISCOVERY
9/6/2001	-		DISCOVERY EXHIBIT
9/4/2001	-		PRETRIAL HEARING <11/06/2001> 1:30 P.M.
9/4/2001	-		COURT MINUTES
9/4/2001	-		PAYMENT ACCEPTED / RECEIPT # - 00027719
9/4/2001		PRETRIAL ORDER	PRETRIAL ORDER
9/4/2001		ORDER APPT PUBLIC DEF (FELONY)	ORDER APPT PUBLIC DEF

(FELONY)

8/23/2001

-

NO ACTION FILED COUNT \*  
COUNT 004

8/23/2001

-

INFORMATION

8/23/2001

-

FILED COUNT 003

8/23/2001

-

FILED COUNT 002

8/23/2001

-

FILED COUNT 001

8/22/2001

-

MAGISTRATE FORM

8/20/2001

-

ARRAIGNMENT SET <09/04/2001>  
9:00 A.M.

8/20/2001

-

SURETY  
BOND/MCBB/A061371792/\$5000.00

8/17/2001

NOTICE OF ARRAIGNMENT FILED

NOTICE OF ARRAIGNMENT FILED

8/17/2001

-

ARREST FORM

8/17/2001

-

MAGISTRATE FORM



Mathison Whittles, LLP

Stephen S. Mathison, P.A.\*  
John R. Whittles, P.A.\*\*  
Frederic T. DeHon, Jr., P.A., Of Counsel

\*AV Rated  
\*\*Certified in Business Litigation by The Florida Bar

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Writer's email address: [jwhittles@mathisonwhittles.com](mailto:jwhittles@mathisonwhittles.com)  
Please respond to West Palm Beach

March 20, 2015

**VIA U.S. MAIL AND ELECTRONIC MAIL TRANSMISSION to [mcirullo@cityatty.com](mailto:mcirullo@cityatty.com)**

Michael David Cirullo, Jr., Esquire  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 E Commercial Blvd # 200  
Fort Lauderdale, Florida 33308-4311

Re: Recent allegations regarding Loxahatchee Groves Councilperson Ryan Liang

Dear Mr. Cirullo:

I have become aware of a recent series of letters and email communications from residents of Loxahatchee Groves, addressed to you and the Council, which demand that the Town Attorney prepares a resolution of forfeiture of office and that the Council entertains a "forfeiture of office" proceeding regarding Mr. Liang. From my understanding of the allegations, that demand is patently inappropriate but, because of the seriousness of what is being sought, a brief response on behalf of Mr. Liang is appropriate.

**The facts.**

The "felony" that has been referred to involving Mr. Liang is a 2001 third-degree felony charge (the lowest possible felony charge) against Mr. Liang, who (then 22 years old) was free diving in the Florida Keys with his girlfriend and inadvertently hand-caught undersized spiny lobsters. It is a non-intent infraction that, at that time, was a third-degree felony – even for unsuspecting, free-diving 22-year olds. In 2008, the law was amended<sup>1</sup> so that first-time, non-commercial offenders would not receive what, in my opinion, is the harshness of a "felony" charge under these circumstances. Based on the law in 2001 however, on the advice of a Monroe County Public Defender, Mr. Liang paid a fine and pled guilty. Adjudication was withheld and he received a two-year probation, which was terminated early to reward him for his faithful compliance with the terms of that probation. That is the extent of the "history" on this issue.

<sup>1</sup> In 2001, Mr. Liang's infraction was codified as Fla. Stat. § 370.14. Effective July 1, 2008, that statute was transferred to Fla. Stat. § 379.367, which in turn refers to Fla. Stat. § 379.401(4) and (5), which state that first-time, non-commercial infractions will be considered a **second** degree misdemeanor. While the law in 2001 controls, it is telling that the law has since changed to reduce the seriousness of the infraction.

**The Loxahatchee Groves Charter does not apply; the Charter's forfeiture provision is not (and cannot be) retroactive.**

The Charter is not retroactive. It reads in pertinent part as follows:

**(4) VACANCY IN OFFICE; FORFEITURE, SUSPENSEION, FILLING OF VACANCIES**

(a) Vacancies. – A vacancy in the office of mayor vice mayor or any council member shall occur upon the death of the incumbent, removal from office as authorized by law, resignation, appointment to other public office which creates dual office holding, judicially determined incompetence, or forfeiture of office as described in paragraph (b).

(b) Forfeiture of office. – Any council member shall forfeit his or her office upon determination by the council acting as a body, at a duly noticed public meeting that he or she;

1. **Lacks** at any time or fails to maintain during his or her time or fails to maintain during his or her term of office any qualification for the office prescribed by this charter or otherwise required by law;

2. **Is** convicted of a felony or enters a plea of guilty or nolo contendere to a crime punishable as a felony even if adjudication is withheld.

3. **Is** convicted of a first degree misdemeanor arising directly out of his or her official conduct or duties or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld.

4. **Is** found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor unless subsequently reinstated as provided by law; or

5. **Is** absent from three consecutive regular council meetings without good cause, or for any other reason established by this Charter.

Loxahatchee Groves Charter at Section 3 (4) (2006) (Emphasis added).

The Charter cannot be construed as retroactive. Subparagraphs 1 – 5, including the specific recall events of a “felony” in subparagraph 2, are specifically framed ***in the present tense***. They have to be. If the Charter applied retroactively, Mr. Liang would also be subject to forfeiture for missing three consecutive regular council meetings before he was a council member. See Subparagraph 5. So would every other council member. That is simply nonsensical and there are no grounds for a recall.

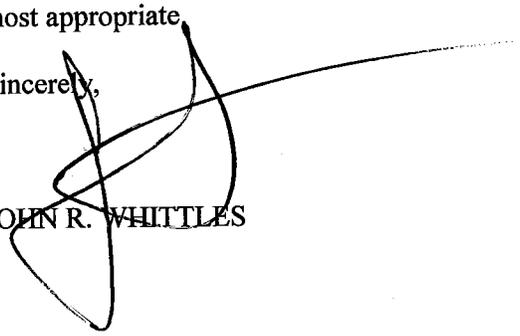
**The sudden concern about Mr. Liang's 2001 spiny lobster infraction is transparent and, at best, misplaced.**

It is no coincidence that this lobster issue is only brought up now, having been a matter of public record for thirteen (13) years and Mr. Liang a sitting council member for six (6) years. He was elected previously; not once but twice and this issue arises only because of the displeasure over this, his third election. The council can and should consider the source when determining whether even the exercise of a forfeiture of office procedure is at all appropriate.

At the swearing-in on Tuesday, I witnessed certain citizens of Loxahatchee Grove acting passionately regarding the issues involved in this election, and while in one sense I applaud any citizen for speaking his or her heart and acting on their convictions, those passions are misplaced in this instance. No “spiny lobster” issue has affected Mr. Liang’s ability to act as a councilperson in the last six (6) years and there is no legitimate issue; suddenly; now.

It is the pallor of alleged “election fraud” that is driving this issue; plain and simple. It bears repeating that whatever conduct Mr. Liang’s mother did or did not engage in regarding ballot requests, there has been no allegation of any improper conduct whatsoever regarding ballots, voting or the result of the election. Mr. Liang’s rightful re-election was further confirmed when the Supervisor’s hand-recount matched the election results 100%. Mr. Liang’s mother will need to deal with whatever her legal issues are but the illogical leap from alleged improper ballot requests to a fraudulent election result is unsupportable and should not be countenanced by this Council. I am hopeful that cooler heads will prevail and the Council will not entertain a forfeiture of office procedure for the reasons set forth in this letter. The additional threat of establishing a recall committee would be subject to the procedures established by general law, as stated in the Town Charter, Section 7(7)(h). Thanks for reading this and I hope and expect that you will share the contents of this letter with the Council and Town Manager in whatever manner that you deem is the most appropriate.

Sincerely,



JOHN R. WHITTLES

April 7, 2015

**Richard A. Jarolem, Esquire**  
[RJarolem@traublierman.com](mailto:RJarolem@traublierman.com)

**Sent by Email Transmission & Facsimile**

Mike Cirullo, Jr.  
Goren Cherof Doody & Ezrol, P.A.  
3099 East Commercial Blvd, Suite 200  
Ft. Lauderdale, Florida 33308

Re: Canvassing Board of Loxahatchee Groves

Dear Mr. Cirullo,

I am writing this letter in connection with the Council's determination of Mr. Liang's eligibility to serve on the Council. I am asking this letter to be provided as supplemental material to the Council for their determination tonight.

I have once again reviewed the Charter and the letter sent on Mr. Liang's behalf dated March 20, 2015. I apologize for my late response, however I first became aware of Mr. Liang's response today as I was not cc'd on the correspondence. The fact that neither, I or my client, was cc'd or otherwise informed of the response's existence, I believe speaks volumes as to the "transparency" of the process. This is exactly what my client has been fighting against.

**I. THE CHARTER**

It is a disingenuous argument to state that the Charter may not be applied retroactively. The Charter's language must be read in its clear and unambiguous terms. This is not me saying it. It is the Courts. In the case of Hott Interiors, Inc. v Fostock, 721 So.2d 1236 (Fla. 4<sup>th</sup> DCA 1998) the court stated that where the language of a statute is clear and unambiguous, the courts may not interpret *See also* Modder v American National Life Insurance Co., 688 So.2d 330 (Fla. 1997). In addition, case law holds that the legislature is presumed to know what it is doing with regards to the language. With all due respect to Mr. Liang, his statement that "the Charter's forfeiture provision is not (and cannot be) retroactive", is simply a wish and not backed up by substantive law.

If he had the case law, it is my opinion that he would have provided it. His response was written a week after my original letter, giving him ample time to find law supporting his position, yet cites to nothing. This should be telling in and of itself.

In looking at the Charter language, the Charter does not place any time restriction on the issue. Section 3(4)(b)(2) of the Charter does not provide that the felony must be committed during the term of office. It simply says the councilmember “shall forfeit his or her office” if the councilperson “Is convicted of a felony or enters a pleas of nolo contender to a crime punishable as a felony.”

The clear and unambiguous language of the Charter does not place any time restriction on the entry of the plea and therefore, as a matter of law one cannot be placed on it now. This is simply beyond the powers of the Council.

As to Mr. Liang’s argument that if it were not required to be interpreted as “present tense”, all council members would forfeit their office for missing three consecutive council meetings; we agree on something. This is nonsense. Attendance of citizens is not taken at council meetings. Only the attendance of Councilpersons is documented. Therefore, there is no record and if someone were to be removed for this “offense”, the claim could not be substantiated and their due process rights would be violated.

## **II. THE FELONY AND THE EXCUSES**

Mr. Liang goes through extensive efforts to explain away his actions as something other than they are. However, the facts are pretty straightforward:

1. At the time of the plea, the plea was for a felony.
2. Mr. Liang entered a plea of nolo contendere or “no contest” to that felony.

That is the only inquiry necessary for this Council. The rest is hyperbole. If we want to indulge the specific arguments, then I will do so:

1. *A Third Degree Felony is the lowest possible felony.* The Charter does not exclude third degree felonies from forfeiture. If it intended to do so, it would have so stated. In addition, the Charter does not even require a conviction; it only requires a plea of nolo contendere. All of the elements are still met.
2. *It is a non-intent infraction.* The Charter does not exclude non-intent felonies. If it intended to do so, it would have so stated. Another non-intent crime is sex with a minor. Using the same argument, if a council person pled nolo contendere to that crime, we should discount that as well. It is clear that any narrative which excuses intent is really unpersuasive;
3. *The crime was subsequently downgraded.* Once again, at the time of the plea, it was a felony. If the Charter desired to exclude crimes which have been downgraded after the plea, it would have so stated. Mr. Liang does not dispute that the plea was to a felony, he just opines as to “harshness” of the prior law. In another exaggeration of the point, people convicted of violating the Volsted Act (“Prohibition”) were not simply set free when

Prohibition was repealed. They were convicted and suffered the consequences of their actions even after the law was repealed. All that counts is the law at the time of the offense, unless specifically mandated by the legislature.

**III. IT IS NO COINCIDENCE THAT MR. LIANG'S 2001 NOLO CONTENDRE PLEA IS BEING BROUGHT UP NOW**

Mr. Liang is correct in his assertion it is no coincidence that this issue is being brought up now. The reason is simple. No one looked this closely at Mr. Liang until now. Until this election, there has never been the probability of the commission of felonies in connection with an election.

In re-hashing the facts known about this election, on or about March 5, 2015, Mr. Ford made allegations that he received an absentee ballot that he did not request. That allegation was made to the Supervisor of Elections. Those allegations were reported on by the Town Crier, the Palm Beach Post, and the local TV networks just prior to the March 10, 2015 election. Unless I am mistaken in what I viewed; in the TV interviews, Mr. Laing admitted that his mother and campaign treasurer improperly requested absentee ballots. That act is a felony for each absentee ballot improperly requested, and potentially a first degree felony for identity theft.

Is it really a surprise that after these facts came to light, that the citizens had a desire to look deeper? And when they did, they found Mr. Liang's plea to a felony. Instead of thanking the citizens, they are being blamed by him. The bigger question is why was this not disclosed prior by Mr. Liang; instead of why wasn't it discovered until now?

As to Mr. Liang's assertion that there has been no allegation about any improper conduct in the election, that has never been the case. From Mr. Ford's initial complaint until today, it has been asserted over and over that the election was tainted. In particular, at the March 17, 2015 certification of the result, in which Mr. Whittles and I were both present, the following occurred:

1. Councilperson Goltzené raised issues about the propriety of the election;
2. The Mayor acknowledged that "this is not over" referring to the criminal investigation by the State Attorney's Office and FDLE.
3. Mr. Whittles spoke at the podium and encouraged people to reserve judgment until the investigation was over;
4. Numerous citizens expressed their opinions on the record alleging illegalities and/or improprieties;

Prior to the March 17, 2015 council meeting it was publically known and reported that:

1. Mr. Ford made his allegations;
2. The Supervisor of Elections turned the matter over to Law enforcement;
3. The State Attorney's office was investigating;
4. FDLE was involved in the investigation;

5. Mr. Liang (on TV) acknowledged that his mother procured absentee ballots without the consent of the voter.

After the March 17, 2015 Council meeting:

1. Councilperson Goltzené raised additional objections to the certification at the Audit at the SOE;
2. It was discovered that Mr. Rockett contributed to the Liang Campaign despite being on the canvassing board;
3. It was discovered that Mr. Rockett endorsed and campaigned for Mr. Liang despite being on the canvassing board;
4. That Mr. Rockett failed to file any report or disclose the allegations of Mr. Ford despite being present when they were made;
5. That Mr. Rockett collected and delivered absentee ballots to the SOE, despite being on the canvassing board.
6. And Mr. Harris filed his lawsuit contesting the election.

Finally, as Mr. Rockett campaigned for Mr. Liang, endorsed Mr. Liang, gave money to Mr. Liang's campaign; I would highly recommend that he abstain from voting on this issue.

#### **IV. CONCLUSION**

With all of the above being said, the issue remains simple. The Charter has a requirement. Mr. Liang violated the Charter's requirement, and the Council is required to remove him based upon his violation. Everything else is just noise.

Sincerely

Richard A. Jarolem

cc. client

John Wittles, Esq.



Mathison Whittles, LLP

Stephen S. Mathison, P.A.\*  
John R. Whittles, P.A.\*\*  
Frederic T. DeHon, Jr., P.A., *Of Counsel*

\*AV Rated  
\*\*Certified in Business Litigation by The Florida Bar

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Writer's email address: [jwhittles@mathisonwhittles.com](mailto:jwhittles@mathisonwhittles.com)  
*Please respond to West Palm Beach*

April 27, 2015

**VIA U.S. MAIL AND ELECTRONIC MAIL TRANSMISSION to [mcirullo@cityatty.com](mailto:mcirullo@cityatty.com)**

Michael David Cirullo, Jr., Esquire  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 E Commercial Blvd # 200  
Fort Lauderdale, Florida 33308-4311

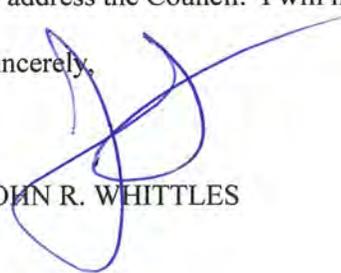
Re: May 5, 2015 Loxahatchee Groves City Council Meeting

Dear Mr. Cirullo:

Please accept this letter as my request on behalf of Mr. Liang to extend the amount of time allotted at the May 5, 2015 meeting for me to address the City Council regarding the "forfeiture" issue regarding Mr. Liang that I understand will be addressed by the City Council.

I think 15 minutes should be sufficient but, in any event, I ask that both myself and Mr. Jarolem be allotted equal time to address the Council. I will make my presentation efficient. Thank you.

Sincerely,

  
JOHN R. WHITTLES



**Item 10.a.**

**NEW BUSINESS**

**Engage Town Engineer – B Road Improvements**

**Town of Loxahatchee Groves, FLORIDA**  
**Town Council**  
**AGENDA ITEM REPORT**  
**AGENDA ITEM NO. 10.a.**

MEETING DATE: 04/21/2015

**PREPARED BY:** William F. Underwood, II, Town Manager

**SUBJECT: B Road OGEM Improvement**

**1.BACKGROUND/HISTORY**

**Problem Statement:** The Town Council requires the Town's engineer to prepare all work necessary pursuant to Resolution No. 2015-08 (B Road Agreement) for the ultimate construction and approval of the improvements on B Road based on the four-party agreement approved by the Town Council at its February 17, 2015, Town Council meeting.

**Problem Solution:** Engage the Town's engineer to undertake and perform all activities necessary to implement the B Road improvements as envisioned through the B Road Agreement, the Town's portion of the B Road improvements and Resolution No. 2015-08.

At the February 17, 2015, meeting of the Town Council, the Council unanimously approved Resolution 2015-08 that provides for the funding and construction of B Road improvements from Southern Boulevard north to Okeechobee Boulevard. The Town's portion of the project is the development of the OGEM portion of the road and the Town can request additional funding for the project within a 24 month time frame. Further, the agreement specified that three parties in the agreement, specifically, Loxahatchee Equestrian Partners and Solar Sportsystems, Inc., Atlantic Land Investments, LLC, And Palm Beach State College, would be sole responsible for funding the improvements on B Road within the time limit specified.

The improvements are basically in two pieces: 1. Paved portion from Southern Boulevard north to the end of the PBSC property, and 2. OGEM portion from the PBSC to Okeechobee Boulevard. The three parties have escrowed \$2.34 million for the improvements.

In January, 2015, the Town's Attorney submitted a letter approved by the Town Council requesting the LGWCD provide the necessary control of B Road to the Town in order that the Town can fulfill its obligation under the B Road Agreement.

**2.CURRENT ACTIVITY**

On April 13, 2015, the LGWCD Board of Supervisors approved a motion to quit claim the B Road to the Town upon the satisfactorily provide a survey and legal description of B Road. Although this was approved, there remain a few more actions LGWCD and Town will need to take before the transfer is finalized. The steps as outlined by the district attorney are:

1. The Maintenance Maps need to be prepared and recorded. The Quit Claim Deed to the Town can then be prepared.
2. The Town needs to approve a Resolution Accepting the Quit Claim Deed from the District for B Road.

3. The District would then need to authorize execution of the Quit Claim Deed from the District to the Town for B Road in accordance with the District's Special Acts.
4. The District would then execute the Quit Claim Deed. The Quit Claim Deed would be recorded along with the Resolution from the Town of Loxahatchee Groves.

Upon completion of the above items, the Town's engineer, Keshavarz & Associates, will provide the following scope of services:

1. Geotechnical Engineering Services
2. Land Surveying Services
3. Roadway Design Services
4. Permitting Services
5. Bid Phase Services
6. Construction Phase Services
7. General Consulting Services

The fee as outlined in the their letter dated April 3, 2015, project no. 14-1057 will be:

Our fees for the services outlined above shall be as follows:

Task 1 – Geotechnical Engineering Services .....	\$	12,000.00
Task 2 – Land Surveying Services.....	\$	16,500.00
Task 3 – Roadway Design Services.....	\$	62,500.00
Task 4 – Permitting Services .....	\$	16,000.00
Task 5 – Bid Phase Services.....	\$	10,500.00
Task 6 – Construction Phase Services .....	\$	36,000.00
Estimated Direct Expenses .....	\$	<u>1,000.00</u>
<b>TOTAL .....</b>	<b>\$</b>	<b>154,500.00</b>

**3.ATTACHMENTS**

Project No. 14-1057 – Keshavarz & Associates project engagement  
 Resolution No. 2015-08 – B Road Agreement  
 Exhibit B of Agreement

**4.FINANCIAL IMPACT**

The Town will use funds provided through the B Road Agreement provided by the other three parties to the agreement.

**5.RECOMMENDED ACTION**

A motion instructing staff and Keshavarz & Associates to commence the B Road improvement.



**KESHAVARZ & ASSOCIATES**  
Civil Engineers – Land Surveyors

Town of Loxahatchee Groves (Client)  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

April 3<sup>rd</sup>, 2015

Project No. 14-1057

Attention: Mr. William F. Underwood, II, ICMA-CM

Reference: **“B Road”, OGEM Improvements, Loxahatchee Groves, Florida**

Dear Mr. Underwood:

Based upon your request and with utmost pleasure, we are presenting you with this proposal to perform the services associated with improvements to B Road from approximately 500' south of Collecting Canal Road to Okeechobee Boulevard in Loxahatchee Groves, Florida. This proposal is presented to you under the auspices of the “Agreement for Professional Engineering Services for the Town of Loxahatchee Groves” currently in place between the Client and Keshavarz & Associates, Inc. (Consultant). It is our understanding that your intent is to pave the roadway using an Open Graded Emulsified Mix (OGEM) surface treatment similar to the OGEM surface treatment that was placed on several adjacent roadways by the Loxahatchee Groves Water Control District (LGWCD).

It is acknowledged that this proposal is also intended to specifically address a list of components/improvements outlined in an “Exhibit B” on an agreement titled “B Road Improvement Agreement” (Agreement) between the Client and three other parties as listed in the said agreement. This Agreement was ratified by Loxahatchee Groves Town Council on February 17<sup>th</sup>, 2015 (Resolution No. 2015-08). The said Agreement contains an “Exhibit B” which is titled “Approved Paved Section Budget & Approved OGEM Section Budget”. This Exhibit outlines the necessary components and services together with their associated costs, identified and agreed upon through the negotiations leading up to the execution of the Agreement. The components and services outlined under that part of “Exhibit B” which relates to the OGEM road section are those which this proposal is intended to address. The said Exhibit B is attached hereto as “Exhibit 1” of this proposal. In other words, notwithstanding any other reference that may exist in the Agreement, this proposal is only intended to include the professional services in connection with the components outlined within the OGEM section (approximately 1.4 miles) of Exhibit B of the agreement between the Town and the three developers.

It should be noted that, aside from the professional fees for a specific scope outlined within this proposal and included in the OGEM section of Exhibit B, all other costs have been arrived at by estimation by this firm and/or others. As such and since many elements necessary during the course of this project, including but not limited to variations in construction material and labor costs as well as regulatory processes are outside the control of this firm, no warranties expressed or implied are offered through this proposal as to the overall cost of the project at completion or any time during the process of design/approval and construction.



Our scope of services shall be as follows:

**1. Geotechnical Engineering Services**

Keshavarz & Associates, Inc. (Consultant) shall coordinate with and obtain a proposal from a reputable Florida registered Geotechnical Engineering firm in order to provide the necessary data for it's use during the design phase. Consultant's tasks associated with this item are limited to coordination and exchange of information.

**2. Land Surveying Services**

Consultant shall determine, locate and map the historic maintenance lines on the east side of the existing roadway for the purpose of determining the "in use" configuration of this road and ultimately, the public's easement rights.

Consultant shall prepare a sketch and legal description to depict the easement. This sketch and legal description will be certifiable and suitable for review and approval by the Loxahatchee Groves Water Control District Board and also recordation in public records of Palm Beach County, Florida. No search of the public records or recordation fees are included.

Consultant shall prepare a Topographic Survey for it's own design purposes of B Road beginning at about 800 feet south of Collecting Canal to the northerly terminus at the roadway of Okeechobee Boulevard. The design survey will include those physical visible and accessible elements required for Consultant's design needs for the subject roadway link and the proposed culvert crossings located at Collecting Canal.

**3. Roadway Design Services**

Consultant shall prepare construction plans, details and specifications, together with all required calculations and hydraulic/hydrologic modeling for submittal to the appropriate governmental agencies. These plans shall include the existing and proposed topography, the location of all curbing, sidewalks, ramps, inlets and culverts for OGEM Road Improvements from the north driveway of the PBSC site to Okeechobee Boulevard (approximately 1.4 miles). Plan sheets will be prepared on 11" x 17" format at a scale of 1" = 40'. The construction plans shall include drainage structures and cross drain pipes to convey ponded stormwater on the east side of the roadway to the canal per LGWCD requirements. These plans shall include speed humps with appropriate signing and details in accordance with other OGEM improved roadways within the Town. Consultant's design shall include a new drainage culvert at the crossing of B Road and the Collecting Canal in accordance with LGWCD standards. No bridge design is included herein for that crossing. No equestrian trail improvements or roadway modifications or signage on Okeechobee Boulevard are included herein. The design for "B Road" connection to Okeechobee Boulevard is included.



#### **4. Permitting Services**

Consultant shall assist the Client in applying for permits for the roadway improvements from the applicable agencies. These services shall include the preparation of permit forms and associated exhibits, together with attendance of a pre-application meeting with agency reviewers. Client shall provide the Consultant with copies of all existing permits, if applicable as previously prepared by others. Client shall provide all applicable permit application fees in the form of check, certified check or money order as required by the applicable permitting agencies. The Consultant's responsibility with respect to "Permitting" is limited to preparation of necessary documents, submittal of same and responding to written and formal comments issued by the regulators arising from each submittal. Consultant shall respond to all comments related to its product and make reasonable and technically acceptable modifications to same. Additionally, the Consultant shall act as an advocate for the Client during this process. Consultant's responsibility as a result of this Agreement does not include negotiations beyond technical issues related directly to its product and/or design. No warranties or guarantees are made by the Consultant to Client towards "Final Approval" issuance by the regulating agencies, anticipated to be the following:

- Town of Loxahatchee Groves – roadway, drainage and tree removals (native trees within the right-of-way)
- Loxahatchee Groves Water Control District – roadway and drainage review
- Palm Beach County – connection permit at Okeechobee Boulevard
- South Florida Water Management District (SFWMD) – Environmental Resource Permit
- Construction plans and details prepared by Consultant shall include Storm Water Pollution Prevention Plans (SWPPP) as required to obtain a National Pollution Discharge Elimination System (NPDES) permit. The NPDES permit will be obtained from the Florida Department of Environmental Protection by the Contractor.

#### **5. Bid Phase Services**

Consultant shall prepare an "Engineer's Estimate of Probable Construction Costs" for the proposed improvements as required for submittal with the various permit applications. These documents shall also be used in preparing bid documents and specifications as needed to supplement references to the Florida Department of Transportation (FDOT) specifications and standard details.

Consultant shall assist Client in preparation of an advertisement for bids, publication of same in Palm Beach Post, a complete Bid Package with the assistance of and in accordance with the Town Attorney's instructions. The Bid Package will include instructions to bidders, a bid form, bid and performance bond forms, construction plans, details and technical specifications, and an unexecuted "Contract Between Owner and Contractor" for bidder's review.

Upon bid advertisement, Consultant shall issue "Bid Packages" to all interested contractors and respond to their inquiries regarding same during the bid period. Consultant shall receive, log and review bids received with the assistance of Town Attorney for legal sufficiency and adherence to the "Instruction to Bidders" contained in the "Bid Package".



Consultant shall tabulate all qualified bid prices and make a “Recommendation of Award” to Client. Client shall evaluate Consultant’s recommendation and will make it’s own selection as to the qualified Contractor for award of Project. Consultant will then receive an executed contract from Client and forward to Contractor, together with a “Notice to Proceed”.

Client shall conduct a pre-construction meeting with Consultant, chosen Contractor (Contractor), and other pertinent parties in attendance. At the time of the pre-construction meeting, the approved plans will be issued for construction purposes. Consultant shall be responsible for preparing and issuing the meeting minutes.

Consultant shall then review the Contractor’s initial project construction schedule, and review the schedule at appropriate intervals (monthly) throughout the construction period.

## 6. Construction Phase Services

This task includes provision of field and office construction observation and administration services to properly observe the substantial conformance of site construction with the approved plans prepared by Consultant. These services shall be performed as needed to provide the required “Construction Completion Statements” to the applicable jurisdictional agencies and liaison services with regulating agencies and Client’s Contractor of choice. While not acting as “Construction Manager”, the Consultant shall act as the Client’s advocate during the process of site construction. This Scope of Services and Schedule of Compensation is based upon all infrastructure improvements being completed in a single phase without interruption except those due to weather, or unless specifically mentioned herein. These services include:

**Shop Drawing Review:** Consultant shall review and evaluate shop drawings, diagrams, illustrations, catalog data, product schedules, samples, results of tests and inspections, and other data which the Contractor is required to submit, to show that the materials proposed to be used in the work are in substantial compliance with the Consultant’s drawings and specifications.

**Routine and Regular Construction Observation:** Consultant will make periodic visits to the project site at it’s own discretion for the purpose of observing progress and general quality of the ongoing work and to determine if the work is proceeding in substantial compliance with the construction drawings and specifications. This effort is directed toward assisting Client in knowing that the completed project will conform with requirements contained in the approved drawings, specifications and regulatory agency permit conditions. Consultant will not be responsible for the work of the Contractor or others. Consultant will not be responsible for construction means, methods, sequences, procedures, schedule or safety measures.



Consultant will not provide full time construction observation, therefore, it is imperative that Client, when applicable, and Contractor keep Consultant informed of the progress of work to provide Consultant the opportunity to be present at the site during critical stages of construction by giving proper notice of at least two (2) business days prior to the specific activity requiring the Consultant's presence, notwithstanding Consultant's periodic site visits.

Following each field observation, a report shall be prepared by the Consultant and provided to the Client and Contractor. Additionally, the Consultant shall attend weekly progress meetings with the Contractor and Client, and provide resolution of and assistance with Requests for Information (RFI)'s from the Contractor or Client. The Consultant shall review the Contractor's monthly pay applications and provide recommendation for payment based on the construction completion percentage on a set date each month as determined by the Client.

This proposal is based on an estimated period of nine (9) months for construction phase of the subject improvements commencing with the Consultant's issuance of the "Notice to Proceed" to Contractor and ending with the issuance of last "Construction Completion Statement" by Consultant.

Consultant shall have the right to request additional fees should the site construction process take longer than the allowed nine months. While the necessary steps outlined in this proposal will be performed under the original fee listed in this proposal, the activities due to the delayed project completion or re-testing/re-visits due to failed first time attempts by the Contractor could result in additional fees.

The following outlines a general schedule of the Consultant's required field observations and other activities for each site component:

#### GRADING, PAVING and DRAINAGE

- Observe project perimeter silt fence and erosion control devices.
- Observe drainage structures prior to installation.
- Observe storm culvert connections to drainage structures prior to backfill.
- Observe culvert crossing replacement.
- Complete on-site subgrade string line observation.
- Complete on-site pavement base string line observation.
- Complete joint off-site subgrade string line observation with pertinent regulating agency (connection to Okeechobee Boulevard).
- Complete joint off-site pavement base string line observation with pertinent regulating agency (connection to Okeechobee Boulevard).
- Review backfill density test reports prepared by others for compliance with design specifications.
- Review general grading of altered canal banks and filled canal sections for compliance with design documents. The results of this review are to be field verified with as-built cross-sections to be completed by others or by Consultant under a separate contract.
- Observe signage and pavement markings for compliance with plans and specifications.
- Observe speed humps.
- Attend semi-final walk through(s) with pertinent regulating agency and Contractor and prepare punch list of items to complete work.



- Attend final walk through(s) of paving, grading and drainage components with pertinent regulating agency.

**NPDES MONITORING**

- Consultant shall monitor and prepare daily/weekly reports based on rain fall events and monitor the Contractor’s implemented pollution prevention devices for conformance with federal, state and local regulations.
- Consultant shall maintain a project SWPPP log throughout the project duration.
- The Consultant shall not be responsible for any violations incurred due to negligence by the Contractor.

**Final “Construction Completion Statements” and Record Drawings Review:** “Final Completion Statements” shall be prepared for various project components designed and observed during construction by Consultant as may be required by regulating agencies to release and transfer those systems to “Operation Phase”.

Consultant shall attend final walk through(s) with the applicable agencies, review record drawings (based on information provided by others or by Consultant under separate contract), and provide Completion Statements to regulatory agencies.

**7. General Consulting Services / Meeting Attendance**

General consultation to the Client, it’s representatives, as well as the other parties to the “Agreement” together with their representatives shall be conducted upon request. This item shall also include attendance at meetings not deemed necessary by the Consultant as part of the services listed above but called for by the Client, its agents or other as listed here. This part of the proposal is also intended to cover any and all services that are not reflected in this proposal which may become necessary during the course of our involvement with the subject project. All general consulting services shall be performed upon the Client's request and authorization.

Our fees for the services outlined above shall be as follows:

Task 1 – Geotechnical Engineering Services .....	\$	12,000.00
Task 2 – Land Surveying Services. ....	\$	16,500.00
Task 3 – Roadway Design Services. ....	\$	62,500.00
Task 4 – Permitting Services .....	\$	16,000.00
Task 5 – Bid Phase Services. ....	\$	10,500.00
Task 6 – Construction Phase Services .....	\$	36,000.00
Estimated Direct Expenses .....	\$	<u>1,000.00</u>
<b>TOTAL .....</b>	<b>\$</b>	<b>154,500.00</b>



Task 7 – General Consulting Services / Meeting Attendance, which includes any services not included in this proposal but requested by Client or his agents shall be performed on an agreed upon fixed fee or time and material basis in accordance with the “Agreement for Professional Engineering Services for the Town of Loxahatchee Groves” executed on July 24<sup>th</sup>, 2013.

*Note: Consultant reserves the right to subcontract a portion of the scope outlined in this proposal to a reputable firm of it's choice.*

We certainly appreciate the opportunity to present you with this proposal. Upon selection, we will do our best to be an effective member of your team of professionals.

Respectfully,  
KESHAVARZ & ASSOCIATES, INC.

Maziar Keshavarz, P.E.  
President

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE B ROAD IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES, LOXAHATCHEE EQUESTRIAN PARTNERS AND SOLAR SPORTSYSTEMS, INC., ATLANTIC LAND INVESTMENTS, LLC, AND PALM BEACH STATE COLLEGE RELATING TO IMPROVEMENTS TO B ROAD FROM SOUTHERN BOULEVARD TO OKEECHOBEE BOULEVARD; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

STATE OF FLORIDA  
COUNTY OF Palm Beach

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of:  
Resolution No. 2015-08  
as recorded in the Office of the Town Clerk.

WITNESS my hand and official seal this 18<sup>th</sup> day of Feb A.D. 2015.  
3:00p.m.  
TOWN OF Loxahatchee Groves  
BY: Yonah X. Lohr Town Clerk

WHEREAS, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., and Palm Beach State College are developing property along Southern Boulevard and B Road within the Town; and,

WHEREAS, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., Palm Beach State College, and the Town of Loxahatchee Groves have negotiated a B Road Improvement Agreement for the funding and construction of improvements for B Road from Southern Boulevard to Okeechobee Boulevard, a copy of which is attached hereto; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to approve the B Road Improvement Agreement.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves approves the B Road Improvement Agreement, attached hereto and incorporated herein, and authorizes the appropriate Town Officials to execute same.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 17<sup>TH</sup> DAY OF FEBRUARY, 2015.**

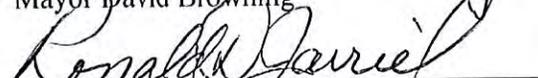
ATTEST:

  
Janet Whipple, Town Clerk

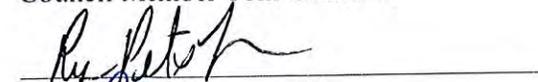


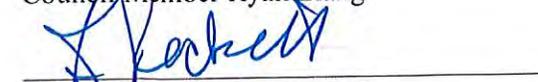
TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

  
Mayor David Browning

  
Vice Mayor Ron Jarriel

absent  
Council Member Tom Goltzené

  
Council Member Ryan Liang

  
Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

  
Office of the Town Attorney

## **B ROAD IMPROVEMENT AGREEMENT**

## **B ROAD IMPROVEMENT AGREEMENT**

Exhibit "B"  
Approved Paved Section Budget & Approved OGEM Section Budget

*[See attached]*

**OGEM**  
**Design & Permitting**

Engineer	Keshavarz & Associates			
	Lump Sum, Includes	\$	154,500.00	
	Design, R/W Survey			
	Design Plans/Permit Apps			
	Construction Admin. & Final Certifications			
		Subtotal Eng	\$	154,500.00

\$	154,500.00
\$	154,500.00

Geotechnical Included in above

Application	Town Of Loxahatchee Groves	\$	1,000.00	
	SFWMD	\$	1,000.00	
	Legal & Accounting	\$	5,000.00	
		Subtotal App	\$	7,000.00

\$	1,000.00
\$	1,000.00
\$	5,000.00
\$	7,000.00

Contingency 0% \$ 161,500.00 \$ -

Subtotal Design \$ 161,500.00

\$ 161,500.00

**Construction**

	Unit	Quantity	Price		
Mobilization	LS	1	\$ 10,000.00	\$	10,000.00
MOT	LS	1	\$ 5,000.00	\$	5,000.00
Var Message Sign	Per Day	90	\$ 50.00	\$	4,500.00
Base Rock @ 4"	SY	18793	\$ 6.50	\$	122,154.50
Grade and Compact Exist	SY	18793	\$ 0.90	\$	16,913.70
3" OGEM Surface	SY	18793	\$ 13.50	\$	253,705.50
Fog Seal	SY	18793	\$ 1.00	\$	18,793.00
Speed Humps	Each	15	\$ 1,250.00	\$	18,750.00

\$	10,000.00
\$	5,000.00
\$	4,500.00
\$	122,154.50
\$	16,913.70
\$	253,705.50
\$	18,793.00
\$	18,750.00

Turbidity Barrier	LF	150	\$	12.30	\$	1,845.00		\$	1,845.00
Canal Reshape	CY	280	\$	13.00	\$	3,640.00		\$	3,640.00
Embankment around pipe	CY	1750	\$	13.45	\$	23,537.50		\$	23,537.50
Baserock	SY	345	\$	10.40	\$	3,588.00		\$	3,588.00
CMP/Culvert 96"	LF	140	\$	300.00	\$	42,000.00		\$	42,000.00
Conc End Wall	CY	30	\$	860.00	\$	25,800.00		\$	25,800.00
Rubble Rip Rap	Ton	350	\$	63.00	\$	22,050.00		\$	22,050.00
Sod	SY	415	\$	8.00	\$	3,320.00		\$	3,320.00
Bridge Demo	LS	1	\$	60,000.00	\$	60,000.00		\$	60,000.00
Pavement Marking Speed Hump	Each	15	\$	350.00	\$	5,250.00		\$	5,250.00
Stop Signs	Each	8	\$	160.00	\$	1,280.00		\$	1,280.00
Speed Limit Signs	Each	6	\$	160.00	\$	960.00		\$	960.00
No Trucks Signs	Each	2	\$	160.00	\$	320.00		\$	320.00
Canal ROW Signs	Each	6	\$	160.00	\$	960.00		\$	960.00
Speed Hump Signs	Each	30	\$	160.00	\$	4,800.00		\$	4,800.00
Object Marker Signs	Each	45	\$	160.00	\$	7,200.00		\$	7,200.00
Construction Staking	LS	1	\$	15,000.00	\$	15,000.00		\$	15,000.00
Geotech Testing	LS	1	\$	5,000.00	\$	5,000.00		\$	5,000.00
Record Drawings	LS	1	\$	3,000.00	\$	3,000.00		\$	3,000.00
Inlets	Each	15	\$	3,000.00	\$	45,000.00		\$	45,000.00
Culverts 24"	LF	600	\$	75.00	\$	45,000.00		\$	45,000.00
Cement end walls	Each	15	\$	1,500.00	\$	22,500.00		\$	22,500.00
				Subtotal	\$	791,867.20		\$	791,867.20
Contingency				20%	\$	158,373.44		\$	158,373.44

Subtotal Construction \$ 950,240.64

\$ 950,240.64

OGEM Totals Total \$ 1,111,740.64

\$ 1,111,740.64

Paved Section

Design

Engineer	Alan Gerwig & Assoc.				
	Design Plans and Permitting	B Road	\$	50,500.00	\$ 50,500.00
	Design Plans and Permitting	Water Main	\$	18,000.00	\$ 18,000.00
		Subtotal Eng	\$	68,500.00	\$ 68,500.00
Survey	AB Engineering		\$	14,880.00	\$ 14,880.00
Geotechnical	Tierra		\$	7,630.00	\$ 7,630.00
Signal Plans	Kimley Horn		\$	20,000.00	\$ 20,000.00
Soft Digs	Ground Hound		\$	2,500.00	\$ 2,500.00
Applications	LGWCD		\$	5,000.00	\$ 5,000.00
	Town Of Loxahatchee Groves		\$	5,000.00	\$ 5,000.00
	SFWMD		\$	5,000.00	\$ 5,000.00
	FDOT		\$	2,500.00	\$ 2,500.00
	Palm Beach County		\$	2,500.00	\$ 2,500.00
	Legal		\$	5,000.00	\$ 5,000.00
	Accounting & Oversight		\$	5,000.00	\$ 5,000.00
		Subtotal App	\$	30,000.00	\$ 30,000.00
		Subtotal Design	\$	128,630.00	\$ 128,630.00
		Previously Paid	\$	(91,010.00)	\$

Construction	Units	Quantities	Unit Price	YES/NO/AVG COMMENTS	ADJUSTED TOTALS
Mobilization	LS	1	538,332.23	Low percentage; should range 4%-7%	538,332.23
NPDES	LS	1	8,000.00	No Comment	8,000.00
MOT	LS	1	10,000.00	No Comment	10,000.00
Drainage Inlets	EA	9	37,000.00	Revise Quantity - (4) P-6 Inlets, (7) C-Inlets	333,000.00
18" RCP	LF	1154	48.00	Revise Quantity - 1154 LF ±	546,160.00
24" RCP	LF	590	48.00	Remove	50.00
36" RCP	LF	300	80.00	Remove	50.00
12" Water Main	LF	1460	100.00		146,000.00

Asphalt Road	SY	8699	40 \$	347,960.00	7581 SY of Asphalt; quantity may also include curb pads and subgrade beyond curb	\$347,960.00
Signal Striping	LF	7000	7 \$	49,000.00		\$49,000.00
F Curb	LF	1860	1860 \$	2,107.50	1860 LF ± @ \$25-\$30/LF	\$55,800.00
ADA Ramps and Signals	LS	1	1000 \$	1,000.00	Pedestrian crossing pedestals need to be relocated	\$12,000.00
Bridle Path	SY	1775	9 \$	15,975.00		\$15,975.00
Concrete Sidewalk	SY	301	35 \$	10,535.00	480 sy ±	\$16,800.00
Grading and Sod ROW	SY	6638	9 \$	59,742.00	No Comment	\$59,742.00
Clear and grub	LS	1	10000 \$	10,000.00	No Comment	\$10,000.00
Signal Mods without affecting sp:	LS	1	50000 \$	50,000.00	No Comment	\$50,000.00
Construction Administration	LS	1	17750 \$	17,750.00		\$17,750.00
		Subtotal	\$	872,114.50		
Contingency			10% \$	87,211.45		
		Subtotal	\$	959,325.95		
		Previously Paid	\$	(17,750.00)		
		Subtotal Construction	\$	959,325.95		
<b>Paved Totals</b>						
		Total	\$	1,087,955.95		
<b>Roadway Totals</b>						
		Total	\$	2,199,696.59		
<b>Suggested missing pay items</b>						
Missing cost for landscaping and irrigation	LS	1	25000		Suggested cost only. Responsible entity to be determined.	\$25,000.00
Missing cost for concrete median	SY	68	25		Suggested cost and quantity, verified by Alan Gerwig & Assoc., Inc.	\$1,700.00
Missing cost for demolition of curb, sidewalk, guardrail, etc.	LS	1	10000		Suggested cost and quantity, verified by Alan Gerwig & Assoc., Inc.	\$10,000.00
Missing cost for excavation	LS	1	8000		Suggested cost and quantity, verified by Alan Gerwig & Assoc., Inc.	\$8,000.00
Missing cost for surveying layout and asbuilts	LS	1	20000		Suggested cost and quantity, verified by Alan Gerwig & Assoc., Inc.	\$20,000.00
Missing cost for embankment	LS	1	4000		Suggested cost and quantity, verified by Alan Gerwig & Assoc., Inc.	\$4,000.00
		Subtotal				\$985,219.23
		Contingency 10%				\$98,521.92
		Subtotal Construction				\$1,083,741.15
		<b>OGEM Totals</b>				<b>\$1,111,740.64</b>
		<b>Paved Totals</b>				<b>\$1,212,371.15</b>
		<b>Roadway Totals</b>				<b>\$2,324,111.79</b>



**Item 11. a.**

**COUNCIL REPORTS – Vice Mayor Jarriel**

- iii. Resolution 2014-08 – Setting Town Council Meetings  
Day, Time, Place**

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2014-08**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO TOWN COUNCIL MEETINGS; CONFIRMING THE TIME AND PLACE OF REGULAR TOWN COUNCIL MEETINGS ADOPTED ON MARCH 29, 2007; PROVIDING FOR CANCELLATION, ADDITIONS, AND CHANGE OF TIME AND PLACE OF INDIVIDUAL REGULAR TOWN COUNCIL MEETINGS BY MOTION OF THE TOWN COUNCIL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, at the inaugural Town Council meeting on March 29, 2007, the Town Council, by motion, established its regular meeting time and place as the First and Third Tuesdays of the each Month, to commence at 7:00 p.m. and to be conducted at the Loxahatchee Groves Water Control District Headquarters; and,

**WHEREAS**, the Town Charter provides that the time and place of the regular meetings of the Town Council be prescribed by Resolution; and,

**WHEREAS**, the Town Council is enacting this Resolution to confirm the time and place of the Town Council regular meetings, and provide for changes to the meeting schedule by the adoption a motion by the Town Council.

**NOW, THEREFORE, BE IT RESOLVED 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 Resolution.

**Section 2:** The Town Council hereby confirms and prescribes that the time and place of regular meetings of the Town Council shall be on the first and third Tuesdays of each month, commencing at 7:00 p.m., and end no later than 10:30 p.m., which can be extended by motion of the Council; and shall be held at the Loxahatchee Groves Water Control District Headquarters, 101 West D Road, Loxahatchee Groves, Florida.

**Section 3:** The Town Council may add, cancel and/or change the dates, times and/or places of regular Town Council meetings by motion.

**Section 4:** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

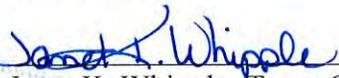
**Section 5:** All Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 6:** This Resolution shall be effective immediately upon adoption.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 18th DAY OF JULY, 2014.**

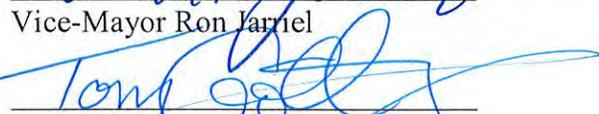
TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

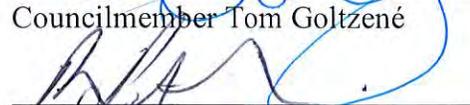
ATTEST:

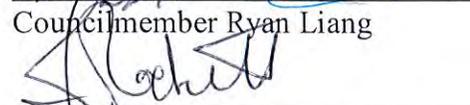
  
Janet K. Whipple, Town Clerk

  
Mayor David Browning

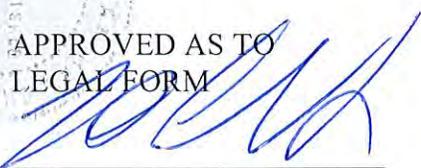
  
Vice-Mayor Ron Jarnel

  
Councilmember Tom Goltzené

  
Councilmember Ryan Liang

  
Councilmember Jim Rockett

  
APPROVED AS TO  
LEGAL FORM

  
Town Attorney



**Item 11.b.**

**Town Council Reports – Jim Rockett**

- i. Resolution 2013-03A – Public Comments at all Committee and Board Meetings.**
- ii. Discussion and recommendations to Solid Waste Monitoring Contract.**

**TOWN OF LOXAHATCHEE GROVES  
FLORIDA**

**RESOLUTION NO. 2013-03A**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AND ADOPTING ADMINISTRATIVE POLICY 3-13, RULES OF PROCEDURE FOR TOWN COUNCIL MEETINGS; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves deems it appropriate to adopt Rules of Procedure for the implementation of the Agenda and conduct of Town Council Meetings.

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

**Section 1.** The foregoing "Whereas" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** Administrative Policy 3-13, Rules of Procedure for Town Council Meetings, is hereby attached and considered part of Resolution No. 2013-03.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

TOWN OF LOXAHATCHEE GROVES  
FLORIDA

RESOLUTION NO. 2013-03A

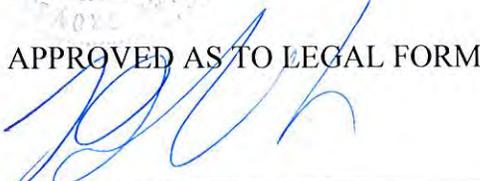
Section 5. This Resolution shall become effective upon adoption.

**RESOLVED AND ADOPTED** by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 2nd day of April, 2013.

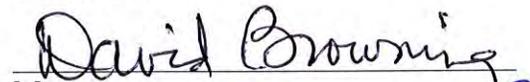
ATTEST:

  
TOWN CLERK

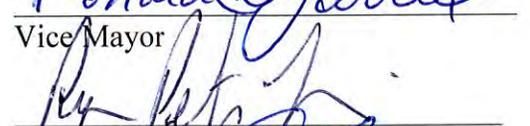
APPROVED AS TO LEGAL FORM:

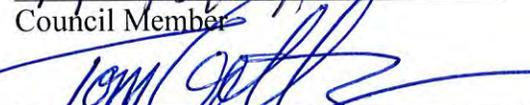
  
Office of the Town Attorney

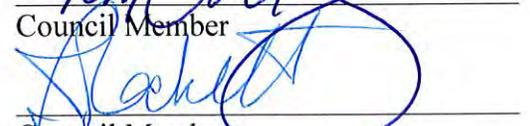
TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

  
Mayor

  
Vice Mayor

  
Council Member

  
Council Member

  
Council Member

**TOWN OF LOXAHATCHEE GROVES ADMINISTRATIVE POLICY 3-13**

**SUBJECT:** Administrative Policy 3-13 Rules of Procedure for Town Council Meetings

**PURPOSE:** In order to promote efficient and effective procedures and practices during Town Council Meetings it is necessary to establish Rules of Procedure for all Town Council Meetings, Special Meetings and workshops

**BACKGROUND:** The Town currently has no specific policy that addresses, in a comprehensive fashion, a set of rules and procedures for the implementation of the agenda and conduct of Town Council Meetings. This policy, 3-13, will provide the Rules of Procedure for agenda preparation and conduct of meetings

- POLICY:**
1. All meetings of the Town Council whether such meetings are regular, special meetings or workshops shall be governed by the Rules of Procedure set forth herein, where applicable.
  
  2. Any Councilmember desiring to speak must be recognized by the Mayor or Acting Chair. If the Mayor or Acting Chair desires to participate in a discussion, he or she shall do so only when all members of the Council have spoken at least once (if so desired). No member of the Council shall interrupt another member of the Council who has been recognized by the Mayor or Acting Chair and no member shall dominate the floor in excess of five minutes without offering to yield to other members of Council.
  
  3. The Mayor or Acting Chair shall not use that position to dominate debate or discussion, nor unreasonably cut short or prolong any debate, discussion or taking of any vote.
  
  4. Any matters not specifically addressed by this policy, will be governed by Robert's Rules of Order to the extent possible.

**TOWN OF LOXAHATCHEE GROVES ADMINISTRATIVE POLICY 3-13**

5. Except when abstaining from voting in accordance with Florida Statutes, each Council member who is present at a meeting must vote on each decision, ruling or other official act. A roll call vote shall be done for all resolutions and ordinances, or for any matter for which the Council deems a roll call vote is appropriate; otherwise all other votes may be done by voice vote. For roll call votes, the order of each Councilmember vote will rotate after each roll call vote. The Mayor or Acting Chair shall announce the results after each vote.

6. Public comments shall be placed on the Agenda at the beginning of the meeting (following the consent agenda) and at the end of meeting. Public comments will also be entertained for each agenda item. **Public Comment will be allowed after Town Council deliberation and prior to the vote on any item. Public Comment is an opportunity for members of the public to make comment, and shall not be a question/answer period conducted with the Town Council. All public comments shall be limited to a three minute time period.** Public comment during Public Hearings and Quasi-Judicial matters will occur after comment/testimony has been provided by the principals related to the matter.

7. There shall be a consent agenda during each regular Town Council meeting. The Consent Agenda shall contain matters that can be handled and implemented without necessity of comments. Notwithstanding the foregoing, any item placed on the Consent Agenda may be removed from the Consent Agenda by any Councilmember and discussed and deliberated by the Town Council.

8. Any Councilmember, the Town Manager or Town Staff may place items on the Town Council Agenda for a regular meeting for discussion, review or consideration of any action, and must be submitted by a written request referencing the

## TOWN OF LOXAHATCHEE GROVES ADMINISTRATIVE POLICY 3-13

business item, stating the purpose of the item/action, the major points to be covered, the reasons for the action and the action requested by The Town Council. All appropriate background material shall accompany the signed written request. Items so provided to the Town Manager shall be placed on the Agenda. The deadline for such submission shall be noon on the Tuesday prior to the scheduled Council meeting (i.e. one week prior). If an item is requested by a Councilmember after the deadline, an addendum shall be provided to the Town Council and considered as an amendment to the agenda at the meeting. An item may be added to the agenda at the meeting upon adoption of a motion by the Council approving the additional item.

9. Once an item has been placed on the Agenda in accordance with the terms and conditions of this policy, it may be only removed by the person who originally placed it on the agenda.

10. For the presentation/explanation of Agenda items the Mayor shall call on the Town Manager or a designated spokesperson for a brief explanation of the item under consideration. Upon completion of the presentation/explanation the item shall be opened for public hearing or Town Council discussion as necessitated by requirements of the Agenda item.

11. All items on the Agenda shall be listed in the following order: Opening; Consent Agenda; Public Comment; Presentations; Committee Reports; Public Hearings; Ordinances; Resolutions; Administrative Update; Old Business; New Business; Closing Comments; and Adjournment.

12. Where possible, agenda materials shall be delivered to the Town Council no later than the end of business on Wednesday prior to the meeting, and any addenda to the

**TOWN OF LOXAHATCHEE GROVES ADMINISTRATIVE POLICY 3-13**

agenda shall be delivered to members of the Town Council no later than the close of business on Monday prior to the meeting.

H:\\_GOV CLIENTS\LOX 1574\\_070240 GM\MISC\Administrative Policy 3-13 Town Council Meetings rev. 6-4-13.docx

Administrative Policy 3-13  
Adopted by Town Council on 4-2-13  
Amended by Town Council on May 21, 2013  
Amended by Town Council on June 4, 2013

Page 4 of 4

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PUBLIC WORKS AND SOLID WASTE CONSULTING SERVICES**

THIS AGREEMENT, dated the 26<sup>th</sup> day of September, 2014, is by and between:

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

AND

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

**WITNESSETH:**

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

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

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

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

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

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

**ARTICLE 1**

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

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

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

**ARTICLE 3**  
**TERM AND TERMINATION**

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

**ARTICLE 4**  
**COMPENSATION**

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

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

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

**ARTICLE 6**  
**MISCELLANEOUS**

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

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

6.2 Indemnification.

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

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

6.4 Assignments; Amendments.

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

6.4.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.

6.5 No Contingent Fees. CONSULTANT warrants that it has not paid or agreed to pay any person or entity any consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified or registered United States mail, with return receipt requested. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

**TO CONSULTANT:**

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

**TO TOWN OF LOXAHATCHEE GROVES:**

Mark Kutney, Town Manager  
Town of Loxahatchee Groves  
14579 Southern Blvd, Suite #2  
Loxahatchee Groves, Florida 33470  
Telephone: (561) 793-2418 / Facsimile: (561) 793-2420

**With Copy to:**

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

6.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

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

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

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

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

David Browning  
David Browning, Mayor

**CONSULTANT**

Frank Schiola  
Frank Schiola

ATTEST:

Janet K. Whipple  
Janet K. Whipple, Town Clerk



APPROVED AS TO FORM:

Michael D. Cirullo, Jr.  
Michael D. Cirullo, Jr.  
Town Attorney

WITNESSES:

Mark A. Kutney  
Signature

MARK A. KUTNEY  
Printed Name

Beverly Kuipers  
Signature

BEVERLY KUIPERS  
Printed Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

IN WITNESS OF THE FOREGOING I have set my hand and official seal at and in the State and County aforesaid on this 26TH day of SEPTEMBER, 2014.

  
Notary Public

My commission expires:

Personally known  
 Produced identification

\_\_\_\_\_  
Type of identification produced



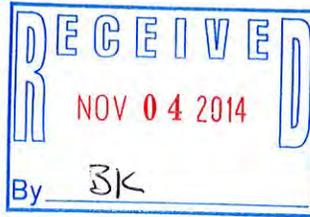
## EXHIBIT "A" SCOPE OF SERVICES

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

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

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

**Frank Schiola**  
 13434 MARCELLA BLVD  
 LOXAHATCHEE GROVES, FL 33470



# INVOICE

DATE	INVOICE #
11/04/2014	27

**BILL TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

**SHIP TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

General		SHIP VIA	SHIP DATE	TRACKING NO.
P.O. NUMBER		TERMS	PROJECT	
		On Receipt		
QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
56.00	017 ✓	SOLID WASTE	\$26.25	\$1,470.00
20.00	018	TRANSPORTATION	\$26.25	\$525.00
8.00	010 ✓	CODE ENFORCEMENT	\$26.25	\$210.00
5.00	011 ✓	PUBLIC WORKS	\$26.25	\$131.25
1.00	009 ✓	EQUIPMENT USE	\$45.00	\$45.00
1.00	009 ✓	EQUIPMENT USE	\$45.00	\$45.00
		<p>DATE: 11/18/2014          APPROVED: <i>W. H. ...</i>          AUTHORIZED SIGNATURE</p>		
		405-534-345-000	\$1,470.00	
		001-539-340-000	\$221.25	
		001-519-354-000	\$210.00	
		101-541-468-000	\$525.00	
<b>TOTAL</b>				<b>\$2,426.25</b>

BILLABLE HOURS FOR OCTOBER 2014

10/1/14 SOLID WASTE MONITORING (SW)	9 HRS.
10/2/14 MEETING AT TOWN OFFICE WITH B UNDERWOOD (PW)	1 HR.
10/2/14 CITIZEN REQUEST, TREE TRIMMING ON CITRUS DR W (TR)	1 HR.
10/3/14 SIGN ASSESSMENT FOR COLLECTING CANAL RD (TR)	1 HR.
10/8/14 SOLID WASTE MONITORING (SW)	9 HRS.
10/8/14 DEVELOP RFQ FOR 161 <sup>ST</sup> TER N HEDGING (TR)	1 HR.
10/8/14 PLANS REVIEW FOR 6 <sup>TH</sup> CT N HORSE TRAIL (PW)	1 HR.
10/9/14 HEDGING REQUEST, 22 <sup>ND</sup> CT N & GRUBER LN (TR)	2 HRS.
10/9/14 CITIZEN REQUEST FOR TREE TRIMMING, LOS ANGELES DR (TR)	1 HR.
10/11/14 SOLID WASTE MONITORING (SW)	5 HRS.
10/11/14 SIGN REMOVAL (CE)	2 HRS.
10/14/14 STREET SIGN DELIVERY (TR)	1 HR.
10/14/14 SIGN INSTALLATION BETWEEN A & D ROADS (TR)	3 HRS.
10/14/14 SIGN INSTALLATION, COLLECTING CANAL RD & F RD (TR)	1 HR.
10/14/14 SPEED HUMP SIGN INSTALLATION ON COMPTON ROAD (TR)	2 HRS.
10/15/14 SOLID WASTE MONITORING (SW)	8 HRS.
10/17/14 SOLID WASTE REINSPECTION OF MISSED CUSTOMERS (SW)	2 HRS.
10/17/14 PRE BID MEETING FOR 6 <sup>TH</sup> CT N HORSE TRAIL WITH BIDDERS (PW)	2 HRS.
10/18/14 SOLID WASTE MONITORING (SW)	5 HRS.
10/18/14 SIGN REMOVAL (CE)	2 HRS.
10/22/14 SOLID WASTE MONITORING (SW)	9 HRS.
10/23/14 SIGN INSTALLATION BETWEEN D RD & FOLSOM RD ON COLLECTING CANAL (TR)	5 HRS.
10/23/14 CHILDREN AT PLAY SIGNS INSTALLED ON BRYANT ROAD (TR)	1 HR.

10/23/14 SIGN REMOVAL (CE)	2 HRS.
10/27/14 6 <sup>TH</sup> CT N BID REVIEW MEETING AT TOWN OFFICE (PW)	1 HR.
10/29/14 SOLID WASTE MONITORING (SW)	9 HRS.
10/30/14 161 <sup>ST</sup> TER N HEDGING (TR)	2 HRS.
10/30/14 SIGN REMOVAL (CE)	2 HRS.

SOLID WASTE (SW)	56 HRS.
TRANSPORTATION (TR)	20 HRS.
CODE ENFORCEMENT (CE)	8 HRS.
PUBLIC WORKS (PW)	5 HRS.
TOTAL HOURS	89 HRS.

10/2/14 CHAIN SAW, W CITRUS DR	\$45.00
10/9/14 CHAIN SAW, LOS ANGELES DR	\$45.00

**Frank Schiola**  
 13434 MARCELLA BLVD  
 LOXAHATCHEE GROVES, FL 33470



# INVOICE

DATE	INVOICE #
11/29/2014	28

**BILL TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

**SHIP TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

General		SHIP VIA	SHIP DATE	TRACKING NO.
P.O. NUMBER		TERMS	PROJECT	
		On Receipt		
QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
66.00	017	SOLID WASTE ✓	\$26.25	\$1,732.50
13.00	018	TRANSPORTATION ✓	\$26.25	\$341.25
7.00	010	CODE ENFORCEMENT ✓	\$26.25	\$183.75
6.00	011	PUBLIC WORKS ✓	\$26.25	\$157.50
		405-534-345-000	\$ 1,732.50	
		001-519-354-000	\$ 183.75	
		101-541-468-000	\$ 341.25	
		001-539-340-000	\$ 157.50	
<b>TOTAL</b>				<b>\$2,415.00</b>

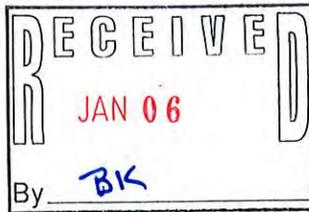
BILLABLE HOURS FOR NOVEMBER 2014

11/1/14 SOLID WASTE MONITORING (SW)	5 HRS.
11/4/14 HEDGING INSPECTION (TR)	1 HR.
11/4/14 MANURE INVESTIGATION WITH PBSO (SW)	2 HRS.
11/5/14 SOLID WASTE MONITORING (SW)	10 HRS.
11/5/14 VISUAL TOUR WITH C&C ON TIMBERLANE & CASEY RDS (PW)	1 HR.
11/7/14 SOLID WASTE REINSPECTION (SW)	1 HR.
11/7/14 CODE ENFORCEMENT, HOLES IN THE ROW AT C RD & OKEECHOBEE (CE)	1 HR.
11/8/14 SOLID WASTE MONITORING (SW)	5 HRS.
11/10/14 CODE ENFORCEMENT COMPLAINT 12 <sup>TH</sup> PL N & F RD (CE)	2 HRS.
11/10/14 MEETING WITH FP&L AT E RD & 6 <sup>TH</sup> CT N (PW)	2 HRS.
11/10/14 MEETING WITH C&C LOADER AT 160 <sup>TH</sup> ST N & NORTH RD (PW)	1 HR.
11/13/14 SOLID WASTE MONITORING (SW)	10 HRS.
11/19/14 SOLID WASTE MONITORING (SW)	10 HRS.
11/19/14 SIGN DELIVERY (HORSE SIGNS) (TR)	1 HR.
11/20/14 HORSE SIGN INSTALLATION AT SOUTHERN & B,C,D,E,F (TR)	3 HRS.
11/20/14 HORSE SIGN INSTALLATION AT OKEECHOBEE & E,F ROADS (TR)	1 HR.
11/20/14 SOLID WASTE COMPLAINT, B GILLIUME (SW)	1 HR.
11/20/14 DITCH BLOCKAGE INSPECTION, ROBERTS WAY (PW)	1 HR.
11/22/14 SOLID WASTE MONITORING (SW)	5 HRS.
11/22/14 SIGN REMOVAL (CE)	2 HRS.
11/25/14 HORSE SIGN INSTALL, OKEECHOBEE AT A,B,C,D,E,F (TR)	6 HRS.
11/25/14 HORSE SIGN INSTALL AT THE 40 <sup>TH</sup> ST CUT THRU, FOLSOM RD (TR)	1 HR.
11/25/14 SOLID WASTE REINSPECTION (SW)	1 HR.

11/26/14 SOLID WASTE MONITORING (SW)	10 HRS.
11/29/14 SOLID WASTE MONITORING (SW)	5 HRS.
11/29/14 REMOVE DOWNED TREE ON MARCELLA BLVD (PW)	1 HR.
11/29/14 SIGN REMOVAL (CE)	2 HRS.

SOLID WASTE (SW)	66 HRS.
TRANSPORTATION (TR)	13 HRS.
CODE ENFORCEMENT (CE)	7 HRS.
PUBLIC WORKS (PW)	6 HRS.
TOTAL HOURS	92 HRS.

**Frank Schiola**  
 13434 MARCELLA BLVD  
 LOXAHATCHEE GROVES, FL 33470



# INVOICE

DATE	INVOICE #
01/06/2015	29

**BILL TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

**SHIP TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

General		SHIP VIA	SHIP DATE	TRACKING NO.
General		P.O. NUMBER	TERMS	PROJECT
			On Receipt	
QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
93.00	017	SOLID WASTE	\$26.25	\$2,441.25
4.00	002	CODE ENFORCEMENT/SIGN REMOVAL	\$26.25	\$105.00
24.00	018	TRANSPORTATION	\$26.25	\$630.00
		001-519-354-000	\$105.00	
		405-534-345-000	\$2,441.25	
		101-541-468-000	\$630.00	
<p>TOWN OF LOXAHATCHEE GROVES          DATE 01/07/2015          APPROVED  <i>[Signature]</i></p>			<b>TOTAL</b>	<b>\$3,176.25</b>

BILLABLE HOURS FOR DECEMBER 2014

12/2/14 SOLID WASTE COMPLAINT 22 <sup>ND</sup> CT N & FOLSOM RD (SW)	1 HR.
12/3/14 SOLID WASTE MONITORING (SW)	10 HRS.
12/4/14 REPLACE SPEED HUMP AND OTHER MISSING SIGNS ON A&B ROADS (TR)	7 HRS.
12/7/14 SIGN ASSESSMENT FOR MISSING SIGNS WITHIN THE TOWN (TR)	3 HRS.
12/7/14 SOLID WASTE FINE CALCULATIONS FOR BILLING REDUCTION (SW)	1 HR.
12/10/14 SOLID WASTE MONITORING (SW)	10 HRS.
12/11/14 REPLACE MISSING SPEED HUMP SIGNS ON C ROAD (SW)	6 HRS.
12/11/14 INSPECTION OF 160 <sup>TH</sup> AVE N FOR HEDGING (TR)	1 HR.
12/11/14 SOLID WASTE COMPLAINT, 15100 SCOTTS PL (SW)	1 HR.
12/13/14 SOLID WASTE MONITORING (SW)	5 HRS.
12/13/14 SIGN REMOVAL (CE)	2 HRS.
12/16/14 TRAFFIC SIGN DELIVERY (TR)	1 HR.
12/17/14 SOLID WASTE MONITORING (SW)	10 HRS.
12/18/14 HORSE SIGN INSTALLATION ON ALL LETTER ROADS (TR)	7 HRS.
12/20/14 SOLID WASTE MONITORING (SW)	8 HRS.
12/22/14 OUT OF CONTRACT BULK TRASH & VEGETATION ASSESSMENT (SW)	4 HRS.
12/23/14 HORSE SIGN INSTALLATION ON COLLECTING CANAL & FOLSOM ROADS (TR)	4 HRS.
12/23/14 REPLACE A ROAD STREET SIGN AT OKEECHOBEE BLVD & A RD (TR)	1 HR.
12/23/14 SIGN REMOVAL (CE)	2 HRS.
12/24/14 SOLID WASTE MONITORING (SW)	10 HRS.
12/27/14 SOLID WASTE MONITORING (SW)	7 HRS.
12/29/14 OUT OF CONTRACT BULK VEGETATION REMOVAL WITH C&C LOADER SERV (SW)	10 HRS.
12/31/14 SOLID WASTE MLONITORING (SW)	10 HRS.

SOLID WASTE	93 HRS.
TRANSPORTATION	24 HRS.
CODE ENFORCEMENT	4 HRS.
TOTAL HOURS	121 HRS.

**Frank Schiola**  
 14 MARCELLA BLVD  
 LOXAHATCHEE GROVES, FL 33470

RECEIVED  
 FEB 03 2015

# INVOICE

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

DATE	INVOICE #
02/03/2015	30

**BILL TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

**SHIP TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

SHIP VIA	SHIP DATE	TRACKING NO.
General	P.O. NUMBER	TERMS
		On Receipt
	PROJECT	

QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
72.00	017	SOLID WASTE	\$26.25	✓ \$1,890.00
16.00	018	TRANSPORTATION	\$26.25	✓ \$420.00
2.00	002	CODE ENFORCEMENT/SIGN REMOVAL	\$26.25	✓ \$52.50
1.00	011	PUBLIC WORKS	\$26.25	✓ \$26.25
		405-534-345-000 #1,890.00		
		001-519-354-000 # 52.50		
		001-539-340-000 #26.25		
		101-541-468-000 #420.00		
			<b>TOTAL</b>	✓ <b>\$2,388.75</b>

TOWN OF LOXAHATCHEE  
 2/9/2015  
 APPROVED  
 WTH

Reduce  
 by \$26.25

BILLABLE HOURS FOR JANUARY 2015

1/3/15 SOLID WASTE MONITORING (SW)	6 HRS.
1/6/15 ILLEGAL DUMPING COMPLAINT, C RD NORTH OF SOUTHERN BLVD (SW)	1 HR.
1/6/15 ILLEGAL DUMPING COMPLAINT AT FIRE STATION 21 (SW)	1 HR.
1/7/15 SOLID WASTE MONITORING (SW)	10 HRS.
1/10/15 SOLID WASTE MONITORING (SW)	5 HRS.
1/12/15 SIGN REMOVAL, TRUCK SIGNS (TR)	8 HRS.
1/13/15 SIGN REMOVAL, TRUCK SIGNS (TR)	8 HRS.
1/13/15 SIGN REMOVAL, CODE ENFORCEMENT (CE)	2 HRS.
1/14/15 SOLID WASTE MONITORING (SW)	10 HRS.
1/15/15 TIRE REMOVAL WITHIN TOWN LIMITS (SW)	6 HRS.
1/15/15 SOLID WASTE COMPLAINT AT THE END OF BUNNY LANE (SW)	1 HR.
1/15/15 SOLID WASTE COMPLAINT, 19 <sup>TH</sup> ST N & C RD (SW)	1 HR.
1/19/15 REPLACE LIGHTS AT TOWN OFFICE (PW)	1 HR.
1/21/15 SOLID WASTE MONITORING (SW)	10 HRS.
1/24/15 SOLID WASTE MONITORING (SW)	5 HRS.
1/28/15 SOLID WASTE MONITORING (SW)	10 HRS.
1/31/15 SOLID WASTE MONITORING (SW)	6 HRS.
SOLID WASTE	72 HRS.
TRANSPORTATION	16 HRS.
CODE ENFORCEMENT	2 HRS.
PUBLIC WORKS	1 HR.

**Frank Schiola**  
 13434 MARCELLA BLVD  
 LOXAHATCHEE GROVES, FL 33470

**R E C E I V E D**  
 MAR 03 2015

**INVOICE**

BY: BK

DATE	INVOICE #
03/03/2015	31

**BILL TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

**SHIP TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

SHIP VIA	SHIP DATE	TRACKING NO.
P.O. NUMBER	TERMS	PROJECT
	On Receipt	

General		P.O. NUMBER	TERMS	PROJECT	
QUANTITY	ITEM CODE	DESCRIPTION		UNIT PRICE	AMOUNT
69.00	017	SOLID WASTE		\$26.25	\$1,811.25
12.00	018	TRANSPORTATION		\$26.25	\$315.00
		405-534-345-000 #1.8		11.25	
		101-541-468-000 # 3		15.00	
				<i>WJH</i>	
				<i>3/5/2015</i>	
				<b>TOTAL</b>	<b>\$2,126.25</b>

BILLABLE HOURS FOR FEBRUARY 2015

2/4/15 SOLID WASTE MONITORING (SW)	10 HRS.
2/6/15 STOP SIGN REPLACEMENT, C RD & COLLECTING CANAL (TR)	1 HR.
2/6/15 REPLACE DOWNED DEAD END SIGN, MARCH CIRCLE (TR)	1 HR.
2/6/15 REPLACE SPEED HUMP SIGN, 3500 C RD (TR)	1 HR.
2/6/15 SW COMPLAINT, 1615 E RD (SW)	1 HR.
2/6/15 SW COMPLAINT, THOMAS CT (SW)	1 HR.
2/9/15 REMOVE DISCARDED TIRES WITHIN TOWN LIMITS (SW)	6 HRS.
2/11/15 SW MONITORING (SW)	10 HRS.
2/12/15 SW COMPLAINT, 3629 C RD (SW)	1 HR.
2/14/15 SW MONITORING (SW)	5 HRS.
2/17/15 STOP SIGN COMPLAINT, D RD & 11 <sup>TH</sup> TER (TR)	1 HR.
2/18/15 SOLID WASTE MONITORING (SW)	11 HRS.
2/19/15 REMOVE DISCARDED TIRES FROM TOWN LIMITS (SW)	5 HRS.
2/19/15 SOLID WASTE COMPLAINTS, MISSED BULK VEGETATION ON A,B & C RDS (SW)	3 HRS.
2/20/15 SPEED HUMP PAINTING ON COMPTON ROAD (TR)	8 HRS.
2/20/15 SW REINSPECTION FROM 2/19/15 (SW)	2 HRS.
2/25/15 SOLID WASTE MONITORING (SW)	10 HRS.
2/28/15 SOLID WASTE MONITORING (SW)	5 HRS.

SOLID WASTE (SW)                      69 HOURS

TRANSPORTATION (TR)                12 HOURS.

**Frank Schiola**  
 13434 MARCELLA BLVD  
 LOXAHATCHEE GROVES, FL 33470

R E C E I V E D  
 APR 06 2015

# INVOICE

BY: BK

<b>DATE</b>	<b>INVOICE #</b>
04/06/2015	32

**BILL TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

**SHIP TO:**  
 TOWN OF LOXAHATCHEE GROVES  
 14579 SOUTHERN BLVD SUITE 2  
 LOXAHATCHEE GROVES, FL 33470  
 USA

<b>SHIP VIA</b>	<b>SHIP DATE</b>	<b>TRACKING NO.</b>
<b>General</b>	<b>P.O. NUMBER</b>	<b>TERMS</b>
		On Receipt
<b>PROJECT</b>		

QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
68.00	017	SOLID WASTE	\$26.25	\$1,785.00
8.00	002	CODE ENFORCEMENT/SIGN REMOVAL ?	\$26.25	\$210.00
		<p>001-519-354-000 \$ 210.00</p> <p>405-534-345-000 \$1,785.00</p> <p style="font-size: 2em; margin-top: 20px;"><i>WTF</i></p> <p style="font-size: 2em; margin-top: 10px;"><i>4/10/15</i></p>		
<b>TOTAL</b>				<b>\$1,995.00</b>

BILLABLE HOURS FOR MARCH 2015

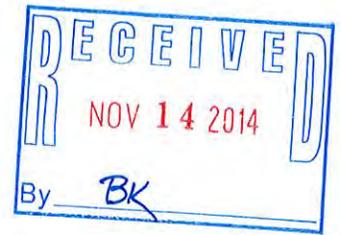
3/3/15 SW COMPLAINT, 13244 COMPTON RD (SW)	1 HR.
3/3/15 SW COMPLAINT, 1010 C RD (SW)	1 HR.
3/4/15 SW MONITORING (SW)	10 HRS.
3/7/15 SW MONITORING (SW)	6 HRS.
3/11/15 SW MONITORING (SW)	10 HRS.
3/18/15 SW MONITORING (SW)	10 HRS.
3/19/15 SW COMPLAINT, 2486 THOMAS CT (SW)	1 HR.
3/19/15 SW COMPLAINT, FERRIS LN & B RD (SW)	1 HR.
3/21/15 SW MONITORING (SW)	6 HRS.
3/24/15 SW COMPLAINT, 2581 C RD (SW)	1 HR.
3/24/15 SW COMPLAINT, 3178 162 <sup>ND</sup> ST N (SW)	1 HR.
3/25/14 SW MONITORING (SW)	10 HRS.
3/25/15 SIGN REMOVAL (CE) ?	3 HRS.
3/27/15 SW COMPLAINT, 15695 FERRIS LN (SW)	1 HR.
3/27/15 SW COMPLAINT, 981 D RD (SW)	1 HR.
3/27/15 SW COMPLAINT, 15409 COLLECTING CANAL RD (SW)	1 HR.
3/27/15 SW COMPLAINT, 14778 22 <sup>ND</sup> RD N (SW)	1 HR.
3/27/15 SIGN REMOVAL (CE) ?	3 HRS.
3/27/15 SW COMPLAINT, 24 <sup>TH</sup> CT N & F RD (SW)	1 HR.
3/28/15 SW MONITORING (SW)	5 HRS.
3/38/15 SIGN REMOVAL (CE)	2 HRS.

No

SOLID WASTE (SW) 68 HRS.

CODE ENFORCEMENT (CE) 8 HRS.

WASTE PRO OF Palm Beach INC  
 A WASTE PRO USA CO - Palm Beach  
 411 Tall Pines rd  
 West Palm Beach, Fl 33413  
 PHONE # 3561-688-8912 FAX# 561-688-8914



Invoice 189168 Date 10/31/14 Account 003765

BALANCE FORWARD	PAYMENT: NEW CHARGES	ADJUSTM NEW BALANCE
\$0.00	\$0.00	\$34,677.50 \$0.00 \$34,512.50

Customer Name: Town of Loxahatchee Groves

Date	Qty	Service Co- Description	Amount
10/01/14-10/31/14	1255 2X Week	Residential Monthly Service -Solid Waste	19,578.00
10/01/14-10/31/14	1255 Weekly	Residential Monthly Service -Yard Waste	10,667.50
10/01/14-10/31/14	1255 Weekly	Residential Monthly Service -Recycling	4,267.00

Total New Charges: \$34,512.50

WASTE PRO OF FLORIDA INC  
 A WASTE PRO USA CO - Palm Beach  
 411 Tall Pines rd  
 West Palm Beach, Fl 33413  
 PHONE # 3561-688-8912 FAX# 561-688-8914

ACCOUNT #	INVOICE INV DATE	AMOUNT DUE
3765	189168 10/31/2014	\$34,512.50

- 1,000.00

\$ 33,512.50

Town of Loxahatchee Groves  
 14579 Southern Blvd Ste 2  
 Loxahatchee, Fl 33470-9226

405-534-434-000

\$ 33,512.50



## Tina Bonyak

---

**From:** William (Bill) Underwood, II  
**Sent:** Thursday, November 6, 2014 12:35 PM  
**To:** Tina Bonyak  
**Subject:** FW: Waste Pro fines for 10/15/14

**Importance:** High

---

**From:** Frank Schiola  
**Sent:** Wednesday, October 15, 2014 10:33 PM  
**To:** William (Bill) Underwood, II; Perla Underwood  
**Subject:** Waste Pro fines for 10/15/14

Waste Pro missed nine bulk vegetation piles and one bulk furniture. All misses have been logged into TRACEZ.

Total fines of **\$1000.00.**

This was due to the third clam truck that is normally in town on Wednesdays and was not here today as well as a clam truck that broke down at 3:00 PM today.

Frank Schiola  
Town of Loxahatchee Groves  
Public Works Director  
561-722-4403

WASTE PRO OF Palm Beach INC  
 A WASTE PRO USA CO - Palm Beach  
 411 Tall Pines rd  
 West Palm Beach, Fl 33413  
 PHONE # 3561-688-8912 FAX# 561-688-8914

Invoice Date Account  
 190673 11/30/14 003765

BALANCE FORWARD	PAYMENT; NEW CHARGES	ADJUSTM NEW BALANCE
\$0.00	\$0.00	\$34,512.50 \$0.00 \$34,512.50

Customer Name: Town of Loxahatchee Groves

Date	Qty	Service Co Description	Amount
11/01/14-11/30/14	1255 2X Week	Residential Monthly Service -Solid Waste	19,578.00
11/01/14-11/30/14	1255 Weekly	Residential Monthly Service -Yard Waste	10,667.50
11/01/14-11/30/14	125S Weekly	Residential Monthly Service -Recycling	4,267.00

Total New Charges: \$34,512.50

WASTE PRO OF FLORIDA INC  
 A WASTE PRO USA CO - Palm Beach  
 411 Tall Pines Rd  
 West Palm Beach, Fl 33413  
 PHONE # 3561-688-8912 FAX# 561-688-8914

ACCOUNT #	INVOICE INV DATE	AMOUNT DUE
3765	190673 11/30/2014	<del>\$34,512.50</del>

Town of Loxhatchee Groves  
 14579 Southern Blvd Ste 2  
 Loxahatchee, Fl 33470-9226

1/20/15 \$3,500 \$31,012.50

405-534-434-000

**Beverly G. Kuipers**

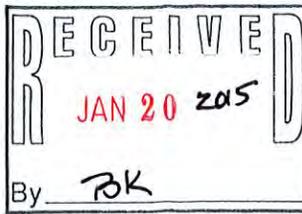
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**From:** Frank Schiola  
**Sent:** Monday, December 08, 2014 9:35 AM  
**To:** Beverly G. Kuipers  
**Subject:** Waste Pro Fines for November 2014

- 11/5/14 \$500.00 for missed bulk vegetation
- 11/5/14 \$1000.00 for not completing a route. A Road and 161st Ter N were not completed due to a vehicle breakdown. This resulted in the above fine.
- 11/22/14 \$500.00 for missed bulk trash.
- 11/22/14 \$100.00 no supervisor was present in the morning nor was I able to make contact with one.
- 11/22/14 \$100.00 Byrnes Giulleme vegetation was not removed.
- 11/24/14 \$500.00 missed bulk trash not removed from 11/22/14.
- 11/25/14 \$500.00 missed bulk trash not removed from 11/22/14.
- 11/26/14 \$100.00 missed trash, 2814 W G Road.
- 11/27/14 Thanksgiving Day.
- 11/28/14 \$100.00 missed trash, 2814 W G Road.
- 11/29/14 \$100.00 missed trash, 2814 W G Road.

Total fines for November 2014.....\$3,500.00

Frank Schiola  
Town of Loxahatchee Groves  
Public Works Director  
561-722-4403



WASTE PRO OF Palm Beach INC  
 A WASTE PRO USA CO - Palm Beach  
 411 Tall Pines Rd  
 West Palm Beach, FL 33413  
 PHONE # 3561-688-8912 FAX# 561-688-8914

Invoice Date Account  
 202962 34512.5

BALANCE FORWARD	PAYMENT/ NEW CHARGES	ADJUSTM NEW BALANCE
\$0.00	\$0.00	\$34,512.50 \$0.00 \$34,512.50

Customer Name: Town of Loxahatchee Groves

Date	Qty	Service Co. Description	Amount
12/01/14-12/31/14	1255 2X Week	Residential Monthly Service -Solid Waste	19,578.00
12/01/14-12/31/14	1255 Weekly	Residential Monthly Service -Yard Waste	10,667.50
12/01/14-12/31/14	1255 Weekly	Residential Monthly Service -Recycling	4,267.00

Total New Charges: \$34,512.50

WASTE PRO OF FLORIDA INC  
 A WASTE PRO USA CO - Palm Beach  
 411 Tall Pines Rd  
 West Palm Beach, FL 33413  
 PHONE # 3561-688-8912 FAX# 561-688-8914

ACCOUNT # INVOICE INV DATE  
 3765 202962 12/31/2014

Town of Loxahatchee Groves  
 14579 Southern Blvd Ste 2  
 Loxahatchee, FL 33470-9226

405-534-434-000 \$ 34,512.50

ANY FINE REDUCTIONS WILL BE APPLIED  
 TO JANUARYS INVOICE.

RECEIVED  
FEB 06 2015

WASTE PRO OF Palm Beach INC  
A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

BY: BK

Invoice Date Account  
213806 01/31/15 003765

BALANCE FORWARD	PAYMENT: NEW CHARGES	ADJUSTM	NEW BALANCE
\$0.00	\$0.00	\$34,512.50	\$0.00
			\$34,512.50

Customer Name: Town of Loxahatchee Groves

Date	Qty	Service Co	Description	Amount
01/01/2015-01/31/2015	1255	2X Week	Residential Monthly Service -Solid Waste	19,578.00
01/01/2015-01/31/2015	1255	Weekly	Residential Monthly Service -Yard Waste	10,667.50
01/01/2015-01/31/2015	1255	Weekly	Residential Monthly Service -Recycling	4,267.00

Total New Charges: \$34,512.50

WASTE PRO OF FLORIDA INC

A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

ACCOUNT #  
3765

INVOICE INV DATE  
213806 1/31/2015

Town of Loxahatchee Groves  
14579 Southern Blvd Ste 2  
Loxahatchee, Fl 33470-9226

TOWN OF LOXAHATCHEE GROVES

DATE  
2/9/2015

APPROVED  
WFC

AUTHORIZED  
SIGNATURE

DEC. FINES \$ 2,800.00

JAN. FINES \$ 100.00

\$ 31,412.50

## **Beverly G. Kuipers**

---

**From:** Frank Schiola  
**Sent:** Friday, February 06, 2015 3:24 PM  
**To:** Beverly G. Kuipers  
**Subject:** Solid Waste Fines For December 2014

Case number 886151

The trash was removed on the 28th of December.

Fine for December is \$2800.00

This was an ongoing complaint that started in the last part of November 2014 and was resolved on 12/28/14.

There are no other fines for December 2014.

Frank Schiola  
Town of Loxahatchee Groves  
Public Works Director  
561-722-4403

## **Beverly G. Kuipers**

---

**From:** Frank Schiola  
**Sent:** Friday, February 06, 2015 3:28 PM  
**To:** Beverly G. Kuipers  
**Subject:** Solid Waste Fines For January 2015

January 24th 2015: I was not able to contact or did I see a supervisor on the route. My phone message's went unanswered nor did I receive a call back. Fine of \$100.00.

Frank Schiola  
Town of Loxahatchee Groves  
Public Works Director  
561-722-4403

RECEIVED  
MAR 06 2015

WASTE PRO OF Palm Beach INC  
A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

BY: BK

Invoice Date Account  
219732 02/28/2015 003765

BALANCE FORWARD	PAYMENTS NEW CHARGES	ADJUSTM NEW BALANCE
\$0.00	\$0.00	\$34,512.50 \$0.00 \$34,512.50

Customer Name: Town of Loxahatchee Groves

Date	Qty	Service Co Description	Amount
02/01/15-02/28/15	1255	2X Week Residential Monthly Service -Solid Waste	19,578.00
02/01/15-02/28/15	1255	Weekly Residential Monthly Service -Yard Waste	10,667.50
02/01/15-02/28/15	1255	Weekly Residential Monthly Service -Recycling	4,267.00

Total New Charges: \$34,512.50

WASTE PRO OF FLORIDA INC

A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

ACCOUNT #	INVOICE INV DATE	AMOUNT DUE
3765	219732 2/28/2015	\$34,512.50

FINES -1700.00

Town of Loxahatchee Groves  
14579 Southern Blvd Ste 2  
Loxahatchee, Fl 33470-9226

405-534-434-000

\$ 33,812.50

~~Waste~~  
3/19/15

**Beverly G. Kuipers**

---

**From:** Frank Schiola  
**Sent:** Wednesday, March 18, 2015 11:06 AM  
**To:** Beverly G. Kuipers  
**Subject:** Solid Waste Fines for February 1st to February 28th 2015

A total of \$700.00 in fines for the month of February 2015. The following case numbers are included from TracEZ reporting system.

932303  
935690  
941790  
941856  
941949  
942741  
942477

Frank Schiola  
Town of Loxahatchee Groves  
Public Works Director  
561-722-4403

*WFL*  
*3/19/15*

RECEIVED  
APR 03 2015

WASTE PRO OF Palm Beach INC  
A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

BY: BK

Invoice Date Account  
225558 03/31/2015 003765

BALANCE FORWARD	PAYMENT: NEW CHARGES	ADJUSTM NEW BALANCE
\$0.00	\$0.00	\$34,512.50 \$0.00 \$34,512.50

Customer Name: Town of Loxahatchee Groves

Date	Qty	Service Co Description	Amount
03/01/2015-03/31/2015	1255 2X Week	Residential Monthly Service -Solid Waste	19,578.00
03/01/2015-03/31/2015	1255 Weekly	Residential Monthly Service -Yard Waste	10,667.50
03/01/2015-03/31/2015	1255 Weekly	Residential Monthly Service -Recycling	4,267.00

Total New Charges: \$34,512.50

WASTE PRO OF FLORIDA INC  
A WASTE PRO USA CO - Palm Beach  
411 Tall Pines Rd  
West Palm Beach, Fl 33413  
PHONE # 3561-688-8912 FAX# 561-688-8914

ACCOUNT #	INVOICE INV DATE	AMOUNT DUE
3765	225558 3/31/2015	\$34,512.50

Town of Loxahatchee Groves  
14579 Southern Blvd Ste 2  
Loxahatchee, Fl 33470-9226

FINES - \$700.00

*WSP*  
*4/10/15*

405-534-434-000

\$33,812.50

Beverly G. Kuipers

---

From: Frank Schiola  
Sent: Monday, April 06, 2015 1:53 PM  
To: Beverly G. Kuipers  
Subject: Waste Pro Fines For March 2015

Incident #

955102  
963121  
949096  
952711  
956401  
968986  
962502

Seven incidents that result in \$700.00 fines.

Frank Schiola  
Town of Loxahatchee Groves  
Public Works Director  
561-722-4403

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into as of the 30 day of September, 2011, by and between the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 ("Town") and **UNDERWOOD MANAGEMENT SERVICES GROUP, LLC**, a Florida limited liability company with a business address of 840 N.E. Stokes Terrace, Jensen Beach, Florida 34957 ("Underwood").

### WITNESSETH:

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

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

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

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

2. Retention of Underwood.

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

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

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

WFM

(d) The Town agrees that, to the fullest extent permissible under the law, in performing the Services, Underwood shall be entitled to all the rights, privileges and immunities afforded to individuals serving in the capacity of Town Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all Federal, state and local laws and regulations.

(e) In connection with the retention of Underwood as described in this Agreement, it is the express intent of the Town to have the individuals named in Underwood's response to the RFP 2011-06 serve in the capacities identified. Underwood recognizes and understands that the Town is relying on the use of these individuals when contracting with Underwood and, except for the Town Manager position, Underwood shall advise the Town Council in writing of any changes to the assigned personnel as set forth in Underwood's response to the RFP 2011-06, and the Town Council shall have the right to approve any replacements, which approval shall not be unreasonably withheld. As to the Town Manager position, such may not be changed without the advance approval of the Town Council, which may approve or reject same for any or no reason; provided that if the change is to appoint William F. Underwood, II, approval by the Town Council shall not be unreasonably withheld.

3. Fee and Expenses.

(a) In return for the Services, Underwood shall be entitled to receive from the Town a monthly fee of Twenty Thousand Eight Hundred and Eight Five and 20/100 Dollars (\$20,885.20) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be automatically adjusted on October 1, 2012 and on each October 1 thereafter during the Term in an amount equal to the percentage change in the Consumer Price Index - All Urban Consumers for the South Urban Region for the corresponding period. The Base Fee, as increased in accordance with the foregoing, is referred to herein as the "Fee." The Fee shall be payable to Underwood on a monthly basis throughout the Term (subject to "CPI" adjustments). Should the CPI adjustment be negative, then the adjustment would not apply. The initial month for which payment shall be due is October, 2011; provided that for October, 2011, the fee shall be pro-rated on a daily basis in the event Underwood cannot commence services under this Agreement on October 1, 2011. The monthly fee shall be payable on the first of each month following the month worked for the term of the Agreement. Each month during the Term, Underwood shall submit an invoice for the Fee then payable by the Town. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-.80, are hereby incorporated herein by this reference and the Town agrees to make payment in accordance with same.

(b) Commencing on the Commencement Date and throughout the Term hereof, the Town shall make available to Underwood, at no charge, offices, facilities, equipment and supplies as appropriate to enable Underwood to perform the Services as Town Manager. Underwood agrees that such offices, facilities, equipment and supplies shall be used solely for the Services, and shall not be used for any other services or purposes of Underwood.

(c) Underwood shall be responsible for payment of all fees and/or costs associated with maintaining professional designations, certifications or licenses of any

individuals required to possess a professional designation, certification or license by the Town Charter or the RFP 2011-06, subject to appropriation by the Town Council. Underwood may request that any fees and/or costs associated with maintaining professional designations, certifications or licenses under this section be reimbursed by the Town by application to the Town Council for reimbursement, which the approval or denial of a request for reimbursement will be in the discretion of the Town Council.

4. Term; Termination. The initial term of this Agreement (the "Initial Term") shall commence on the Commencement Date hereof and shall continue up to and including September 30, 2014, subject to the right of the parties to mutually agree, in writing, to extend the Initial Term for additional one year terms (the "Renewal Term") in each case subject to the right of earlier termination as hereafter provided. The Initial Term, together with any Renewal Term, is referred to herein as the "Term." The Town may terminate the Term of this Agreement at any time, without regard to any breach hereof by Underwood and without any liability or obligation to Underwood, only upon sixty (60) days prior written notice. Underwood may terminate the Term of this Agreement at any time, without regard to any breach hereof by the Town and without any liability or obligation to the Town, upon one hundred twenty (120) days prior written notice to the Mayor of the Town and the Town Council. In the event of a termination by either party under this paragraph, Underwood shall be entitled solely to payment of fees accrued but not yet paid through the date of termination. The rights and obligations of the Town and Underwood that arise prior to expiration of the Term, including the Town's obligation to pay to Underwood any earned and unpaid portion of the Fee, shall survive any termination or expiration of the Term of this Agreement.

5. Representations, Warranties and Covenants of Underwood and the Town.

(a) Underwood hereby represents and warrants that (i) it is a Florida limited liability company, duly organized, existing and in good standing under the laws of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by Underwood; (iii) it has the professional expertise, experience and personnel to enable it to perform the Services; and (iv) it possesses any and all licenses or certifications required to perform the Services, that such licenses or certifications are current and that Underwood is and shall be in good standing with respect to such requirements throughout the Term of this Agreement.

(b) Underwood shall not commence performance hereunder until all insurance required under Sections 5(c) hereof and such insurance has been confirmed by the Town, nor shall Underwood allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

(i) Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Attorney prior to the Commencement Date. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the Town. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.





(d) Underwood shall name the Town as an additional insured on each of the policies required herein, and provide a certificate of insurance to the Town evidencing such coverages.

(e) The Town hereby represents and warrants that (i) it is duly organized and validly existing as a municipal corporation of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement; and (iii) the execution, delivery and performance of this Agreement has been duly authorized by the Town Council.

(f) All required insurance shall be an expense of Underwood.

(g) Notwithstanding any other provision of Section 5 herein, in the event that Underwood certifies in writing to the Town Council that it is unable to obtain the insurance coverages required by Section 5(c), Underwood shall obtain the maximum available insurance coverage for each required category of insurance. If evidence of an available higher insurance coverage than that obtained by Underwood is presented to Underwood, Underwood shall obtain the higher insurance coverage up to those amounts required in Section 5(c).

6. Indemnification.

(a) Underwood hereby indemnifies and holds harmless the Town, its elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the Town, its elected and appointed officers, agents and employees arising out of or resulting from the grossly negligent acts, or willful or fraudulent conduct of Underwood or other Underwood personnel performing the Services or otherwise arising from this Agreement.

(b) To the extent not prohibited by Florida law or inconsistent with the Town's sovereign immunity rights as contained in Section 768.28, Florida Statutes, Town hereby indemnifies and holds harmless Underwood, its managers and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by Underwood, its managers and appointed officers, agents and employees arising out of or resulting from grossly negligent acts, or willful or fraudulent conduct of the Town or other Town officials arising from this Agreement.

(c) Each party acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration as the specific consideration for the indemnities provided by each party herein.

(d) The provisions of this Section shall survive the termination or expiration of the Term of this Agreement.



7. Miscellaneous.

(a) *Notices.* Any and all notices permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice and shall be delivered personally, telecopied, telexed, or sent by certified mail or overnight mail via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery, telecopy or telex or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice. For the purposes of this Agreement the address of the Town and Underwood shall be as follows:

To Underwood: Underwood Management Services Group, LLC.  
c/o William F. Underwood II, Manager  
840 N.E. Stokes Terrace  
Jensen Beach, Florida 34957  
Telephone No. (772) 334-2288  
Facsimile No. ( )

To Town: David Browning, Mayor  
14579 Southern Boulevard, Suite 2  
Loxahatchee Groves, FL 33470  
Telephone No. (561) 793-2418  
Facsimile No. (561) 793-2420

With copy to: Office of the Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (561) 276-9400  
Facsimile No. (954) 771-4923

or to such other address or such other person as any party shall designate, in writing, to the other for such purposes and in the manner hereinabove set forth.

(b) *Entire Agreement.* This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

(c) *Amendment.* The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the Town and Underwood shall agree in writing to such Amendment.

(d) *No Waiver.* No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(e) *Headings.* The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

(f) *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Beach County, Florida.

(g) *Relationship of Parties.* This Agreement does not create an employee/ employer relationship between the parties. It is the intent of the parties that Underwood is an independent contractor under this Agreement and not the Town's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Underwood shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Underwood agrees that it is a separate and independent enterprise from the Town, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Underwood or other Underwood personnel and the Town, and the Town will not be liable for any obligation incurred by Underwood or other Underwood personnel, including but not limited to unpaid minimum wages and/or overtime premiums.

(h) *Extent of Agreement.* This Agreement represents the entire and integrated agreement between the Town and Underwood and supersedes all prior negotiations, representations or agreements, either written or oral.

(i) *Legal Representation.* It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

(j) *Amendment.* It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(k) *No Contingent Fees.* Underwood warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Underwood to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

(l) *Assignment.* This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Underwood without the prior written consent of the Town.

(m) *Records.* Both Parties shall keep, maintain and preserve books and records for the required retention periods, as provided by Ch. 119, F.S., as amended from time to time.

(n) *Exhibits.* Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

(o) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

(p) *Provisions Severable.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

[All signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: David Browning  
David Browning, Mayor

**ATTEST:**

Ann Harper  
Town Clerk

**APPROVED AS TO FORM:**

[Signature]  
Town Attorney

**UNDERWOOD MANAGEMENT  
SERVICES GROUP, LLC**

By: W.F. Underwood II  
Name: William F. Underwood II  
Title: Manager

**ATTEST:**

[Signature]  
Print Name: Sandra stoke  
Title: witness

(CORPORATE SEAL)

*W.F. Underwood II*

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD COUNTY )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared William F. Underwood II as Manager of Underwood Management Services Group LLC, and acknowledged execution of the foregoing Agreement as the duly authorized official of Underwood Management Services Group LLC, to execute same, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 29<sup>th</sup> day of September, 2011.



*Kimberly M Longo*  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 11-14-2011

*WFL*

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

**TOWN MANAGER:**

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

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

*WPK*

## **Town Manager Operational Responsibilities:**

### **1) Meetings**

- a. Prepares all regular, special, intergovernmental coordination and workshop meeting agendas with the Town Attorney.
- b. Coordinates all special meetings and workshops (location, preparation and legal advertising)

### **2) Contract Manager**

- a. Monitors all independent contractors on specific projects and on-going contractual agreements on behalf of the Town. Ensures proper compliance with the contract's terms and conditions.
- b. Monitors all contracts to ensure adherence to contractual obligations and report to Town Council when contract is not being fulfilled. Corrective measures will be recommended to the Town Council and enforced.
- c. Will make recommendations on any contracts should the contractual relationship change or the needs of the Town change.
- d. Serves as Contract Administrator on behalf of the Town for the Solid Waste Services Agreement between the Town and the Town's solid waste collection contractor, which at the time of this Agreement is Waste Pro. Also, serves as the liaison between the residents and Waste Pro to assist and help resolve customer complaints.
- e. Serves as direct liaison between the Town and Palm Beach County Sheriff's Office. Responsible for additional enforcement for speed enforcement and other matters directed by the Town Council.
- f. Oversees grant applications on behalf of the Town, including but not limited to, the oversight of application preparation and follow-up and, in the case of grants obtained, the maintenance of the records, the providing of required reports to grant providers and auditors, and compliance with the terms of the grant.
- g. Coordinates with the Town Council, Town Attorney and the Town Finance and audit Advisory Committee to competitively bid for services and capital improvements consistent with state and county laws, and the Town's procurement Ordinance. The Town Manager shall negotiate contracts with selected vendors with terms and conditions in the best interest of the Town. The Town Manager will also review draft agreements with the Town's Finance and Audit Advisory Committee and Town Attorney as part of the final contract recommendations to the Town Council.
- h. Ensure the Town's Compliance with the requirements of the Palm Beach County Office of Inspector General (OIG) Ordinance, including providing the OIG notice of all meetings where procurement is being scheduled to be discussed, responding to OIG inquiries, and providing information as may be requested from time to time by the OIG. The Town Manager should also use the resources of the OIG should he or she is concerned about possible violations of the OIG ordinance by Town vendors and contractors.

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

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

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

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

5) **Code Enforcement**

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

6) **Financial**

- a. Annual Budget

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- i. Presents the draft Budget to the Financial Advisory and Audit Committee with explanations of basis for each major line item and budget forecast. Obtains the Committee's input before recommending to the Town Council.
  - ii. Researches, prepares and presents annual budget for approval
  - iii. Researches and proposes millage rate necessary to fund the operations of the Town, consistent with state law.
  - iv. Meets with Town Council members and Town Attorney to finalize budget.
  - v. Schedules and legally advertises budget hearings (coordinate with PBC Property Appraiser's Office; Dino Maniotis)
  - vi. Non-Ad Valorem Assessment Preparation:
    - 1. Updates NAV database
    - 2. Transmits to PBC Tax Collector's Office
  - vii. Coordinates with the Town Attorney on the budget and special assessment schedule of hearings, and required notices.
- b. Annually reviews and updates database and other information for:
  - i. Property valuations and necessary millage rates
  - ii. State of Florida 1/2 cent sales tax
  - iii. State of Florida Local Option Gas Taxes (5 cent and 6 cent)
  - iv. State of Florida Communications Service Tax
  - v. State of Florida Revenue Sharing
  - vi. Palm Beach County Water Utilities Department Franchise Fee
  - vii. FPL Public Utility Tax and Franchise Fee
  - viii. All other revenue sources
- c. Procurement:
  - i. Purchasing Agent for Town
  - ii. Develop and adhere to the Town's Procurement Procedures Manual and the Town's Procurement Ordinance.
  - iii. Comply with Palm Beach County OIG requirements
- d. Oversees Financial Manager's daily, monthly and yearly activities
- e. Coordinates financial activities with the Town's Finance and Audit Advisory Committee as directed by the Town Council. Provides administrative support to the Town's Finance Advisory and Audit Committee in the selection and recommendations of an external auditor.

7) **Town Clerk:** Manages Town Clerk's daily, monthly and yearly activities

8) **Communication with residents and landowners:**

- a. Maintains all design and content and keeps current the Town's official website.
- b. Creates, edits and produces monthly newsletters and all flyers for special meetings, workshops and events.
- c. Provide information on resident and property owner inquiries to Town Council as may be requested

9) **Water Control District:**

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

**10) Technology:**

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

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

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

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

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

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

*WMA*

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

For these meetings, the Town Management shall:

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

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

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

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

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

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

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

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

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

The Town Clerk Function is part of the contracted services.

**TOWN CLERK OPERATIONAL RESPONSIBILITIES:**

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

**FINANCIAL MANAGEMENT**

Financial Management is part of the contracted services.



**FINANCIAL MANAGEMENT OPERATIONAL RESPONSIBILITIES:**

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

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

*well*

**AMENDMENT NUMBER 1  
PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) **AND THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NUMBER 1** (“Amendment”) is made and entered into as of the 8<sup>th</sup> day of June, 2012, by and between the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 (“Town”) and **UNDERWOOD MANAGEMENT SERVICES GROUP, LLC**, a Florida limited liability company with a business address of 840 N.E. Stokes Terrace, Jensen Beach, Florida 34957 (“Underwood”).

**WITNESSETH:**

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

**WHEREAS**, Underwood was retained by the Town effective October 1, 2011, for the purpose of providing Town management services to the Town; and

**WHEREAS**, the Town is requesting more government management services be provided by Underwood; and

**WHEREAS**, this amendment shall be effective beginning May 1, 2012, and continuing through the term of the contract as described in Section 4. Term of the Agreement; and

**WHEREAS**, Underwood can provide the Town with additional and specialized services, subject to the terms and conditions of the Professional Services Agreement dated the 20<sup>th</sup> day of September 2011 and amendments contained hereof; and

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

Paragraph 2. (b) of the agreement shall be modified:

The Services include providing a Town Manager on a full-time basis, Town Clerk, planning associate and clerical staff for a total of sixty (9560) hours a week, and financial services required by the Town as provided in the Scope of Work attached hereto as **Exhibit "A"**. This amendment to the Agreement specifies that Underwood will provide additional planning and zoning services as provided in the Scope of Work attached hereto as **Exhibit "B"**. Other services requested by the Town Council that extend beyond the scope of Exhibit A or B can be performed pursuant to a separate Work Authorization presented and approved by the Town Council **in advance** on a project by project basis.

3. (a) Fee and Expenses of the agreement shall be modified:

(a) In return for the Services, **effective May 1, 2012** Underwood shall be entitled to receive from the Town a monthly fee of Twenty Seven Thousand One Hundred and Thirty Five and 20/100 Dollars (\$27,135.20) ~~Twenty Thousand Eight Hundred and Eight Five and 20/100~~

*WTF*

Dollars (\$20,885.20) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be automatically adjusted on October 1, 2012 and on each October 1 thereafter during the Term in an amount equal to the percentage change in the Consumer Price Index - All Urban Consumers for the South Urban Region for the corresponding period. The Base Fee, as increased in accordance with the foregoing, is referred to herein as the "Fee." The Fee shall be payable to Underwood on a monthly basis throughout the Term (subject to "CPI" adjustments). Should the CPI adjustment be negative, then the adjustment would not apply. The initial month for which payment shall be due is October, 2011; provided that for October, 2011, the fee shall be pro-rated on a daily basis in the event Underwood cannot commence services under this Agreement on October 1, 2011. The monthly fee shall be payable on the first of each month following the month worked for the term of the Agreement. Each month during the Term, Underwood shall submit an invoice for the Fee then payable by the Town. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-.80, are hereby incorporated herein by this reference and the Town agrees to make payment in accordance with same.

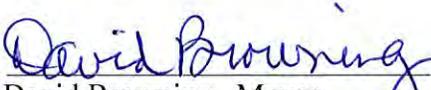
All terms and conditions of the Professional Services Agreement not in conflict herewith shall remain in full force and effect. In the event of any conflict between this Amendment Number 1 and the Professional Services Agreement, the terms and conditions of this Amendment Number 1 shall prevail.

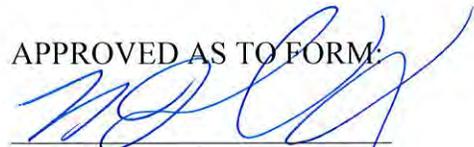
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed as of the date first above written.

ATTEST

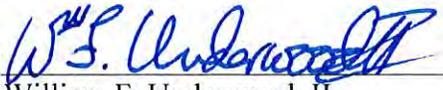
TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

  
Town Clerk

By:   
David Browning, Mayor

APPROVED AS TO FORM:  
  
Town Attorney

UNDERWOOD MANAGEMENT  
SERVICES GROUP, LLC

By:   
William F. Underwood, II  
Title: Managing Partner



**EXHIBIT B**

**AMENDMENT NUMBER 1  
PROFESSIONAL SERVICES AGREEMENT  
PLANNING AND ZONING SERVICES**

The Town has adopted its own Comprehensive Plan and Land Development Code. Underwood is responsible for managing, overseeing and performing daily administration of planning and zoning activities pursuant to the Town's Plan and land development regulations. Such activities include but are not limited to:

- the review of business tax receipts
- administration of cost recovery
- review, issuance, and enforcement of manure licenses
- general public inquiries and calls related to all planning and zoning matters
- review of building permits
- code enforcement and P&Z related aspects of code enforcement
- processing and filing of development applications
- lien searches

Activities that require extensive time effort and cost will be approved through a Work Authorization presented and approved by the Town Council pursuant to the rate schedule indicated below:

Hourly Charge Rate for:

Principal	\$125.00
Town Manager	\$110.00
Senior Planner	\$100.00
Planning Technician	\$ 45.00
Code Compliance Services	\$ 45.00
Support Staff	\$ 30.00

*WML*

Town of Loxahatchee Groves, Florida  
Work Authorization for Professional Services

**Consultant:** Underwood Management Services Group, LLC.  
Work Authorization No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Address:** 840 NE Stokes Terrace  
Jensen Beach, Fl. 34957

**Brief Description of Task:**

The total amount or the limiting amount of the compensation will be: \$ \_\_\_\_\_ unless additional services are authorized by the Town.

Compensation elements are as follows:

	Method of Compensation	Amount (\$)	Task Code

Total: \$ -

**Other Notes:**

**Town of Loxahatchee Groves Approval:**

Approved by the Town Council on: \_\_\_\_\_  
Date

Authorized Signature: \_\_\_\_\_  
Mayor

**AMENDMENT NUMBER 2  
PROFESSIONAL SERVICES AGREEMENT**

THE PROFESSIONAL SERVICES AGREEMENT (“Agreement”) AND THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NUMBER 2 (“Amendment”) is made and entered into this 6<sup>th</sup> day of May, 2014, by and between the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 (“Town”) and **UNDERWOOD MANAGEMENT SERVICES GROUP, LLC**, a Florida limited liability company with a business address of 840 N.E. Stokes Terrace, Jensen Beach, Florida 3457 (“Underwood”).

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

**WHEREAS**, Underwood was retained by the Town effective October 1, 2011, for the purpose of providing Town Management Services to the Town; and

**WHEREAS**, the Professional Services Agreement was amended (“Amendment No. 1”) effective May 1, 2012 to include additional specialized services for Planning and Zoning Services; and

**WHEREAS**, Town approved the extension of the Initial term of the Professional Services Agreement for an additional one year renewal term (the “Renewal Term”) of the Professional Services Agreement at the April 15, 2014 Town Council Meeting.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree in writing to extend the Initial Term for an additional one (1) year term (the “Renewal Term”) as follows:

1. The term of the Agreement (the "Initial Term") expires on September 30, 2014 and shall be extended to September 30, 2015 (the "Renewal Term") pursuant to the Professional Services Agreement, **Section 4, Term: Termination**, that allows for the exercise of an additional one year term option.

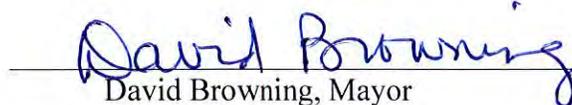
All terms and conditions of the Professional Services Agreement not in conflict herewith shall remain in full force and effect. In the event of any conflict between this Amendment Number 2, and Amendment Number 1 and the Professional Services Agreement, the terms and conditions of this Amendment No. 2 shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number 2 to be executed as of the date first above written.

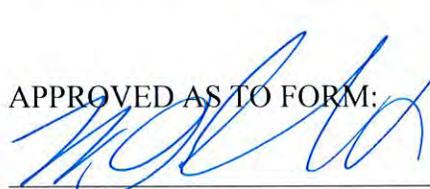
ATTEST:

TOWN OF LOXAHATCHEE GROVES, FL

  
Town Clerk

  
David Browning, Mayor

APPROVED AS TO FORM:

  
Town Attorney

UNDERWOOD MANAGEMENT  
SERVICES GROUP, LLC

  
William F. Underwood, II, Managing Partner

