



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA

TUESDAY, JANUARY 5, 2016

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, January 5, 2016 - 7:00 p.m. to 10:30 p.m.

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

Town Hall, 155 "F" Road
Loxahatchee Groves, Florida 33470

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

PUBLIC NOTICE/AGENDA

1. OPENING

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

2. PUBLIC COMMENTS

3. CONSENT AGENDA

(Public Comment will be permitted on consent agenda items prior to Council vote)

- a. Minutes: December 1, 2015
- b. Invoice for Goren, Cherof, Doody & Ezrol, P.A.
- c. Confirmation of Contribution Agreement with Big Dog Ranch

4. PRESENTATIONS

- a. ARM Presentation

5. COMMITTEE REPORTS- none scheduled

6. RESOLUTIONS

- a. RESOLUTION NO. 2016-01 (Appointment to Board)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING BRUCE CUNINGHAM TO SERVE THE REMAINING TERM OF LUNG CHIU AS A VOTING MEMBER OF THE FINANCE ADVISORY AND AUDIT COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

- b. RESOLUTION NO. 2016-02 (Legislative Policy)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING AND APPROVING THE TOWN'S LEGISLATIVE AGENDA FOR THE 2016 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCES – none scheduled

8. MANAGER'S REPORT – Town Manager Underwood

- a. Agenda Item Report – Updates on various activities and issues concerning the Town
- b. Staff Report from Okeechobee Boulevard Council Workshop on December 5, 2015
- c. Palm Beach County Fire/Rescue Monthly Report for November 2015
- d. Palm Beach County Sheriff's Office Monthly Report for November 2015

9. OLD BUSINESS

- a. Town Management Contract Revisions
- b. South Florida Fair – Palm Beach County Municipalities Free Display Space (**continued from 12/1/2015 agenda**)

10. NEW BUSINESS

- a. Keshavarz Associates Collecting Canal Improvements Proposal
Capital Improvements Cost Sharing Policy – Roads
- b. Culverts Replacement Policy
- c. Report on Code Enforcement Bid Status

11. COUNCIL REPORTS

- a. Councilman Tom Goltzené (continued from 12/1/2015 agenda)
 - 1. Discussion of LGWCD Billing for Trails
 - 2. Discussion of request for resolution to claim all LGWCD roads and maintenance easements within the Town boundaries.
 - 3. Discussion of Canvassing Board code amendment

- b. Vice Mayor Ron Jarriel (continued from 12/1/2015 agenda)
 - 1. Discussion Relative site clearing (Clear Cut), and residential structures on to agriculture classified properties
 - 2. Discussion Relative to site distance and drainage at intersection of E Road and Collecting Canal Road

12. CLOSING COMMENTS

- a. Public

- b. Town Attorney

- c. Town Council Members

12. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for February 2, 2016.

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.



Town of Loxahatchee Groves
Regular Town Council Meeting
Tuesday, December 1, 2015 at 7:00 p.m.

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 Ronald Jarriel and Council Members Tom Goltzené, Ryan Liang and Jim Rockett. Also present was Town Manager Bill Underwood, Town Attorney Michael D. Cirullo, Jr., Town Planning Consultant Jim Fleischmann and Town Clerk Virginia Walton.

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

Motion: A motion to approve the agenda as presented was made by Council Member Liang and seconded by Vice Mayor Jarriel. Motion passed 5 - 0.

2. PUBLIC COMMENTS

Todd McClendon announced that he was running for Town Council and hoped people would get out and Vote, and keep it clean.

Bill Louda submitted a copy of an article on fracking for the Council to read, asked that they consider a resolution for setting maximum depth for wells, and asked that “bullying from the pulpit” not be used for electioneering.

Virginia Standish spoke on how much information she had gained at a government financing course she recently took and suggested that the entire Town Finance Committee would benefit from attending as well.

Elizabeth Dovall was a former Loxahatchee Groves resident and was active with the Animal Recovery Group that had brought the slaughtering issue to light. She requested that the Council keep this issue in the forefront and possibly pass a resolution asking that the State Attorney consider the maximum penalty with no plea deals. Vice Mayor Jarriel responded that the matter was not being ignored. He had spoken to Dave Aronburg and was advised that too much media would hinder the investigation.

Patrick Ford, Joey Quinn, Jennifer Dewan and Matt Marshall all spoke about recent thefts to their nursery businesses and asked for more police presence. A neighborhood crime watch program was suggested and would be followed up with Lt. Combs.

Doreen Baxter had recruited a new person for the FAAC Committee who was a CPA, and asked the Council to appoint him. Also, where there is a disagreement with the Manager, why was it necessary to bring in the IG, rather than just go talk to him about the issue. The Town needed to set some goals for spending the Town budgeted millage funds, including doing something about the crappy condition of the roads and the Town in general.

Ken Johnson announced three upcoming holiday events: CERT Christmas Dessert Party on Thursday at the Palms West Community Church, with a gift exchange; a LGLA Association Pot Luck Dinner and gift exchange on December 17th @ 7pm at the Palms West Community Church and a LGLA Candidate Forum on February 26, 2016, also at the Palms West Community Church. If any candidate wanted to participate, please RSVP to Marge Herzog by February 1st.

Phyllis Maniglia stated she had not been at a meeting in a while because she was very upset with the Town and with the Council. Nothing is being done about seasonal trailers; the Town Management and the residents had worked together and come up with a plan, but nothing was done about it; this would be considered harassment of the equestrian people; what about trails; the FAAC Committee needs more people and needs to get active.

Jo Siciliano, asked the Council to consider some Christmas decorations for the Town, and maybe some lights. She also agreed with helping with the horse slaughtering issue.

3. CONSENT AGENDA

(Public Comment will be permitted on consent agenda items prior to Council vote)

- a. Minutes: November 3, 2015
- b. Invoice for Goren, Cherof, Doody & Ezrol, P.A.
- c. Escrow Agreement with Palm Beach County Clerk of the Courts for recording Town documents

Motion: A motion to approve the consent agenda as presented was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 5 – 0.

4. PRESENTATIONS

- a. New Palm Beach State College

Ms. Ava Parker, President of the Palm Beach State College, introduced herself to the Council and gave them a powerpoint presentation showing the construction progress with Phase I of the college campus and talked about the current programs, such as Nursing, and proposed future sessions that would be offered. Their goal was to be completed with Phase I by December 2016. They hoped to offer Vet Tech and Horticulture in Phase II; however, those would require a clinic and larger facilities.

Vice Mayor Jarriel suggested that healthcare careers would be important for the future and possibly the College could establish some kind of joint partnership with PBC Fire-Rescue for EMTs and Paramedics, the Wellington High School had a Cadet Program, or possibly the Police Academy. The Town would shortly have Big Dog Ranch on F Road, which would have a vet clinic. Ms. Parker thanked him for the suggestions.

5. COMMITTEE REPORTS – None Scheduled

QUASI JUDICIAL

6. RESOLUTIONS

a. RESOLUTION NO. 2015-36 (Drysdale Site Plan)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE DRYSDALE PROPERTY (VALENCIA VILLAGE) SITE PLAN, FOR LAND OWNED BY NANCY C. DRYSDALE, AS TRUSTEE, UNDER THE NANCY C. DRYSDALE REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 19, 2005, CONSISTING OF 6.55 ACRES MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND LOXAHATCHEE AVENUE LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Nancy Drysdale, Glen Drysdale, Bill Louda and Ken Johnson were sworn in. Town Attorney Cirullo read the resolution by title. Glen Drysdale stated his Mother had owned the property for 27 years and this development would be her retirement plan. The project had taken two years, was designed for equestrian use, would be landscaped, and fronted Southern Boulevard with no access from Tangerine, as requested by Staff. They did not have a major tenant signed as yet, but were talking to several potential clients.

There was discussion between Council, the Applicants and Town Planning Consultant Fleischmann about re-naming the equestrian trails as multi-purpose for horses/bikes/people and also the paving of Tangerine. After discussion, the condition was suggested to change from “horse trails” to “greenways and horse trails”. Planning Consultant Fleischmann advised the Council that another project for this area was pending and additional paving on Tangerine would be part of that plan. Between these two projects, the issue should be resolved with slight revisions to the conditions. One of the site plan conditions based on the TPS report stated that the project was limited to 15,300 s.f. until FDOT widens Southern Boulevard and D Road right turn only conversion. It was added that FDOT had stated that a traffic light was not warranted, even though they had previously come to a meeting at Town Hall and had agreed to the light. Council was not in favor of these conditions; however Mr. Fleischmann stated that the Applicant would not be able to get their traffic plan approved by the County without these conditions and their project would not be able to start. Mayor Browning suggested that the site plan could be approved with the conditions; but the Town could still go after FDOT.

Public Comment from Bill Louda, Todd McClendon, Ken Johnson and Nina Corning were happy to see small developments along Southern Boulevard, wanted to see the equestrian trail stay as presented and would like the Town to continue to ask for a D Road traffic light.

Motion: After further discussion, a motion to approve the site plan with the amended conditions discussed tonight was made by Council Member Liang. Vice Mayor Jarriel wanted to

amend the motion to require paving to Tangerine. Council Member Liang did not agree with amended motion. There was no second and motion died.

Motion: Council Member Liang made a motion to approve the site plan with the amended conditions discussed tonight. Motion was seconded by Council Member Goltzené. A roll call vote was in favor of approval 5 – 0.

Town Attorney Cirullo stated the conditions and resolution would be amended and then be forwarded for signatures.

b. RESOLUTION NO. 2015-37 (Weber Variance No. 2015-01)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE WEBER VARIANCE FOR LAND OWNED BY CHRISTOPHER D. WEBER AND DARA M. WEBER AND RONALD A. CRAVENS, SR. AND JEANNE O. CRAVENS, CONSISTING OF 2.0 ACRES MORE OR LESS, LOCATED AT THE SOUTHWEST CORNER OF KERRY LAND AND FARLEY ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Christopher Weber and Ray Stevens were sworn in. Town Attorney Cirullo read the resolution by title. Mr. Weber stated that they could not meet the required setbacks because of existing structures and septic tanks already on the property. Also, there were road easements on two sides. Town Planning Consultant Fleischmann stated the Applicant did meet the Town’s requirements for granting of the variances, and had also supplied a letter from all surrounding property owners stating they had no objections to the variances. Ray Stevens, property owner to the south of the Weber property, stated they were good neighbors and had done nothing but improve the property.

Motion: After further discussion from Council, a motion to approve the variances was made by Council Member Goltzené and seconded by Council Member Jim Rockett. A roll call vote was in favor of approval 5 – 0.

Mayor Browning called for a brief break in the meeting at 8:52pm. The meeting reconvened at 8:59pm.

c. RESOLUTION NO. 2015-38 Relating to Award of Gravel Road Grading RFP (support documents were included under a separate cover as an Addendum to the Agenda)

Town Attorney Cirullo advised the Council that this resolution was not under quasi-judicial procedures. Town Manager Underwood explained to the Council that there were six phases to the RFP. They had received three bids, one of which only bid on one phase. There was no evaluation committee; therefore, Town Engineer Randy Keshavarz reviewed and completed due diligence for all three bids. A memo from one of the bidders, Bergeron, was provided to the Council, stating that they felt they should be included in all the phases or not at all. Ron Thompson, Bergeron representative, was present to speak and answer questions.

Council had concerns about how the bids were presented and the vast differences in some of the pricing. It was clarified that the bid had requested that the pricing be per month, but PSG had submitted their bid per mile. Ron Thompson stated they had complied with the only recourse the RFP allowed by submitting their protest letter. The letter was late in arrival because the bid award item was not placed on the agenda until late. Mr. Thompson stated that Bergeron had complied specifically as the RFP stipulated, they were better equipped to respond with company owned equipment, would have a staging area in town with proper management, mobilization was included in their pricing, has a supervisor that just moved to Loxahatchee Groves; and requested that they be primary for ease and continuity.

Mayor Browning stated that the cost to taxpayers was their main priority and they could not show undue preference for any company. Town Manager Underwood suggested that Bergeron could be added back in for all six phases, but the Town would still go with the lowest pricing. After further discussion between Council, there was consensus for the following changes to the resolution:

- 1) revise resolution to include Bergeron as secondary for Phase I and VI and PSG as secondary for Phase II;
- 2) revise resolution to read “not to exceed \$272,000 based on unit pricing; and
- 3) ability to add roads as needed.

Motion: A motion to authorize the negotiation of a contract with Bergeron and PSG, subject to changes made tonight, and authorize the Mayor to sign said contracts, was made by Council Member Goltzené and seconded by Council Member Rockett. Motion passed 5 – 0.

7. ORDINANCES

a. ORDINANCE NO. 2015-08 (Second Reading – Extend Moratorium)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCES 2014-08 AND 2015-05, THROUGH WHICH THE TOWN COUNCIL IMPOSED AMORATORIUM ON THE PROCESSING AND REVIEW OF APPLICATIONS FOR AMENDMENTS TO THE TOWN’S COMPREHENSIVE PLAN, INCLUDING FUTURE LAND USE MAP AMENDMENTS AND TEXT AMENDMENTS, RELATING TO COMMERCIAL LAND USES ON PROPERTIES FRONTING ON OKEECHOBEE BOULEVARD WITHIN THE CORPORATE BOUNDARIES OF THE TOWN UNTIL DECEMBER 31, 2015, TO EXTEND THE MORATORIUM UNTIL JUNE 30, 2016 TO ENABLE THE ADOPTION OF APPROPRIATE AMENDMENTS TO THE TOWN’S COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Cirullo read the ordinance by title. Mayor Browning reminded everyone about the Okeechobee Boulevard Workshop this Saturday, starting at 9:00am and that the Council needed their input on this issue. There were no additional comments from the Council or from the public.

Motion: A motion to approve Ordinance No. 2015-08 on second and final reading was made by Council Member Liang and seconded by Council Member Goltzené. A roll call vote was in favor of approval 5 – 0.

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

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

Town Manager Underwood advised the Council that the check for \$100,000 and signed agreement for the improvements to the west side of D Road, and all plans from Big Dog Ranch had been received today and awaiting approval. In order not to hold up the project, Manager Underwood was requesting that since Big Dog Ranch had met all requirements, they be allowed to move forward; and then the plans would be brought to Council for formal approval in January. After discussion, Council consensus was to allow them to proceed once there was clearance on the check.

Manager Underwood then brought the Council up to date on the Okeechobee traffic light, 6th Court proposal for work; Red Clover Nursery; culverts and the first payment from Palm Beach State College. There was no action yet on water utilities for B Road, C Road property was up for sale, and he was still waiting for traffic calming information. Manager Underwood added that the RFP for Code Enforcement Services was out with a bid opening date of December 20, 2015. Council reminded Manager Underwood to speak with Lt. Combs on the theft issues brought up tonight during public comment.

b. Palm Beach County Fire/Rescue Monthly Reports for October 2015

c. Palm Beach County Sheriff's Office Monthly Report for November 2015

d. Discussion Relative to Town Lane Miles – 140th Avenue N Sun Sport Cut-Through

Regarding the 140th Ave N/SunSport Cut-through removal from the Gas Tax Report, Mayor Browning stated he would meet with SunSport early next year to clarify any legal responsibility. Mr. Morley, representing SunSport, stated he understood that no part of 140th was in Loxahatchee Groves; but was willing to work something out with the Town. When the road was widened, it had cut into the privacy berm; however, they had purchased 100 areca palms for installation on the berm. Once the palms matured, they would take down the fence.

9. OLD BUSINESS

a. Report on addressing RV Uses

Town Attorney Cirullo stated he had reviewed the current regulations, which used traditional code enforcement. To change to a civil infraction, the Town would need to decide on a list of violations and set corresponding fine amounts. The matter would go to civil court and the Judge would find guilt or innocence and set the fines. Manager Underwood stated the difference between the Code Magistrate and the Court/Judge procedures would be a one-time fine from the Judge or a daily fine from the Magistrate. Also, this would mean having to go back to Court for each citation.

Council Member Goltzené asked if the Attorney had looked into the vacation aspect of the RV's and Attorney Cirullo stated he had not, but would do so.

b. Discussion on Substandard Housing

Town Attorney Cirullo provided samples of sub-standard housing regulations from several other cities and asked for Council to review and give their comments on how they would like Staff to proceed.

Council Member Goltzené asked if the same rules for Ag housing and migrant labor camps would apply to nurseries or horse farms. Mayor Browning added that not that many were housing their own employees since you could see lots of bikes going out each morning. Vice Mayor Jarriel also added that with migrant camps the housing was free, but that was not the issue here.

Vice Mayor Jarriel stated he felt the enforcement should be kept with the Code Magistrate with daily fines. Council Member Goltzené added that first we needed to get a code enforcement person on board.

Motion: In accordance with timeframe procedures established by Resolution No. 2014-08, Council Member Goltzené made a motion to extend the meeting past 10:30pm for Items #10a. and final public comment, then continue all other items to the next council meeting. Motion was seconded by Council Member Rockett and passed 5 – 0.

c. 2016 Legislative Policy (this item was continued to Jan 2016 agenda)

10. NEW BUSINESS

a. Approval of proposal from Keshavarz Associates for preparation of Maintenance Maps/Specific Purpose Surveys for Acquisition of Road Right-of-Way for 41 roadways, totaling 9.95 miles of town roadways, Loxahatchee Groves, FL, in the total amount of \$97,585.40.

Town Manager Underwood advised the Council these were the horizontal east and west roads. They were now prescriptive easements. Once completed, the Town Attorney would file the map and legal descriptions.

Motion: A motion was made by Council Member Liang to approve the proposal and was seconded by Council Member Goltzené. Motion passed 5 – 0.

b. South Florida Fair – Palm Beach County Municipalities Free Display Space (this item was continued to the January 2016 agenda)

11. COUNCIL REPORTS (Items #a and #b were continued to the January 2016 agenda)

a. Councilman Tom Goltzené

1. Discussion of LGWCD Billing for Trails
2. Discussion of request for resolution to claim all LGWCD roads and maintenance easements within the Town boundaries.

b. Vice-Mayor Ron Jarriel

1. Discussion Relative site clearing (Clear Cut), and residential structures on to agriculture classified properties
2. Discussion Relative to site distance and drainage at intersection of E Road and Collecting Canal Road

12. CLOSING COMMENTS

a. Public

Joyce Batchelor stated she didn't want to see five RVs on each property, but the Town didn't have the ability to regulate RV rentals. Need codes for Ag and Nurseries that say if no business there then no RVs allowed.

John Ryan, stated that the District does not hold debt proceeds regarding any monies for the bid on road grading.

b. Town Attorney

Regarding the letter Council had asked by sent regarding the proposed mandatory election date bill, there as a committee review and vote planned for this Thursday and he would see what the results of that was before drafting the letter.

c. Town Council Members

Council Member Goltzené wished everyone a Merry Christmas and added God Bless America and Viva La France.

Vice Mayor Jarriel reminded everyone to come this Saturday for the Workshop and BBQ.

Council Member Rockett reminded Council of the timing needed for code enforcement on these RVs because once season was over, issue was over. Also, regarding letter to the State on proposed election bill, he agreed it should be made more current before sending.

Mayor Browning added that the Town needed to have a policy in place for RVs and sub-standard housing; and requested that the Council take home the information provided by the Attorney and review.

Council Member Liang commented that the issue of robberies at properties brought up during public comment was something that had happened to his property as well and they were probably done by a group who case the properties. He warned everyone to keep an eye out for strange people or activities. Council Member Liang wished everyone a Happy Holiday

13. ADJOURNMENT

Hearing no further business, the meeting was adjourned at 10:40 p.m.

Virginia M. Walton, Town Clerk

David Browning, Mayor

These minutes were approved by the Town Council on Tuesday, _____, 2016.

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

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

Page: 1
12/30/2015
ACCOUNT NO: 1574-0702400R
STATEMENT NO: 7403

Attn: William F. Underwood, II - Town Manager

General Matters

MDC

			HOURS
11/24/2015	MDC	Review materials, prepare for and attend meeting at Town Hall re: PBSC.	2.60
12/01/2015	MDC	Continue reviewing materials for meeting; review Big Dog Ranch matters; miscellaneous telephone conference with BU on agenda items; revise BDR agreement; review procurement issues; prepare for and attend Council meeting.	7.90
12/02/2015	MDC	Review items from 12/1 meeting, revise road grading resolution, review correspondence on pending items.	1.50
12/03/2015	MDC	Review Drysdale resolution / conditions, propose revisions; revise Road RFP resolution.	0.50
12/07/2015	SCW	Meeting with Mike Cirullo to discuss legal issues pertaining to RVs in Loxahatchee Groves. Review and analysis of Florida statutes and secondary sources pertaining to the treatment of recreational vehicles as transient rentals. Review and analysis of Florida and Federal statutes and secondary sources regarding the housing regulations for migrant workers.	2.70
	MDC	Review correspondence on pending items, review public records request (Mellgren); begin preparing road repair agreements.	0.80
12/08/2015	MDC	Prepare contract for road services; review status of pending items with BU.	2.40
12/09/2015	MDC	Continue revising Road Services Agreement, review status of pending matters.	0.70
12/10/2015	SCW	Draft summary of legal research regarding migrant worker housing regulations and RVs.	1.00
	MDC	Phone conference with BU on pending items; revise PSG agreement, prepare Bergeron agreement.	1.00
12/11/2015	FLN	Started research of relevant FEMA regulations as it pertains to procurement process for debris removal contracts.	1.00
	MDC	Continue preparing Bergeron Agreement; review procurement issues re: emergency debris services; prepare revised letter re: election.	1.10

General Matters

			HOURS	
12/14/2015	FLN	Completed research on FEMA procurement requirements for debris removal and sent research summary to Mike.	1.30	
	MDC	Revise election letter; review emails on pending matters, Okeechobee Blvd workshop.	0.50	
12/15/2015	MDC	Review correspondence on plats, pending items.	0.30	
12/16/2015	MDC	Phone conference with BU on pending items, revise road service agreement.	0.60	
12/17/2015	MDC	Phone conference with BU on agenda items for 1/5/16 meeting; review correspondence on roads.	0.90	
12/18/2015	MDC	Prepare resolution for legislative agenda per BU.	0.30	
12/21/2015	MDC	Review emails and letters re: transition of road repair services; revise resolution on legislative agenda.	0.40	
12/22/2015	FLN	various calls to ER Mgt office in Tallahassee, various county departments in PB County, discussed briefly with Mike; researched renewal limits issue	1.80	
	MDC	Review correspondence on roads; telephone conference with BU; review debris removal procurement matters.	0.80	
12/23/2015	MDC	Review FEMA issues with Debris Services Agreement, review emails on pending items	0.30	
12/24/2015	MDC	Review comments from Bergeron on Road Repair Agreement, provide comments to BU	0.70	
12/28/2015	FLN	Status email to Pam Hughes with FL Division of ER Mgt re: question on renewals of debris removal contracts; T/C and emails to and from Deputy State Debris Officer re: renewal limitations for debris removal contracts; reviewed legal information found at 2 CFR part 200 re: new legal requirements for such contracts as provided by Debris Officer; summarized review of the law and emailed Mike Cirullo on review.	1.50	
	SCW	Retrieve and print all statutes and regulations related to Federal and State housing standards for migrant or transient workers.	1.00	
	MDC	Review agenda materials for January 5th meeting, review correspondence on pending matters, re: roads, permits; telephone conference with BU on pending matters.	1.20	
12/29/2015	MDC	Review materials, meet with BU on pending items; review agenda items; meet with RW, BU on roads, mapping of town roads, B Road procurement.	3.90	
		FOR CURRENT SERVICES RENDERED	38.70	7,159.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	28.40	\$185.00	\$5,254.00
FARAH L. NERETTE	5.60	185.00	1,036.00
SHARI C. WALLEN	4.70	185.00	869.50

General Matters

Color photocopies	5.60
Photocopies	<u>66.85</u>
TOTAL EXPENSES THRU 12/29/2015	72.45
TOTAL CURRENT WORK	7,231.95
BALANCE DUE	<u>\$7,231.95</u>

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TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

Page: 1
12/30/2015
ACCOUNT NO: 1574-1004840R
STATEMENT NO: 7404

Attn: William F. Underwood, II - Town Manager

Loxahatchee Groves Commons

			HOURS	
12/17/2015	MDC	Review correspondence on plat; review code on plat; attend conference call with JF, RW, BU.	0.80	
12/22/2015	MDC	Review draft of notice and resolution; review code on application and approval process; provide comments to Town staff.	0.90	
FOR CURRENT SERVICES RENDERED			1.70	<u>314.50</u>
RECAPITULATION				
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>
MICHAEL D. CIRULLO			1.70	\$185.00
				<u>TOTAL</u>
				\$314.50
TOTAL CURRENT WORK				314.50
BALANCE DUE				<u>\$314.50</u>

(MDC)

ROAD CONTRIBUTION AGREEMENT

THIS ROAD CONTRIBUTION AGREEMENT, entered this ____ day of _____, 2015, (the "Agreement") is made and entered into as of the Effective Date (as hereinafter defined), by and between the TOWN OF LOXAHATCHEE GROVES, a Municipal Corporation organized and existing under the laws of the State of Florida ("Town"), TLH 25 Villa, LLC, a Florida Limited Liability Corporation ("Property Owner"), and Big Dog Ranch, a Florida Not-For-Profit Corporation ("Big Dog Ranch").

RECITALS:

A. On April 21, 2015, the Town Council adopted Resolution 2015-09, which approved a special exception, including site plan, for a project on property owned by TLH Villa, LLC within the jurisdictional boundaries of the Town for Rescue Animal Care Use by Big Dog Ranch, hereinafter referred to as the "Big Dog Ranch Project."

B. Resolution 2015-09 specifically provides that the Conditions of Approval apply to the Owner, the Applicant and their successors and assigns.

B. The Big Dog Ranch Project abuts D Road at the southeast corner of D Road and Okeechobee Boulevard; and,

C. Given the anticipated traffic concerns on D Road associated with the Big Dog Ranch Project, including improved access to and from the Big Dog Ranch Project off of D Road, one of the conditions of approval to which the Property Owner and Big Dog Ranch agreed was to contribute One Hundred Thousand Dollars (\$100,000.00) to be used by the Town exclusively to improve D Road from Okeechobee Boulevard to the southern Property line of the Property, as described in Resolution 2015-09; and,

D. The Parties hereto desire to enter into this Agreement to memorialize their respective rights, duties, and obligations in connection with the D Road Contribution to be made by Property Owner and Big Dog Ranch to the Town.

NOW, THEREFORE, for and in consideration of the mutual premises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

DEFINITIONS

1.1 D Road Improvements shall mean improvements to D Road to be made by the Town, including resurfacing or turn lanes, crosswalks or other similar projects, as well as any improvements at the intersection of D Road and Okeechobee Boulevard, that the Town may deem in the best interest of the health and safety of the users of such intersection on the area of D Road from Okeechobee Boulevard southward to the southern boundary line of the Property, as depicted on Exhibit "A" hereto.

1.2 Contribution means One Hundred Thousand Dollars (\$100,000.00) payable by Property Owner and Big Dog Ranch pursuant to Condition of Approval Engineering, #6, as set forth in Resolution 2015-09.

1.3 Effective Date means the date of execution by the Town.

PAYMENT OF CONTRIBUTION

2.1 Property Owner and Big Dog Ranch shall pay the Contribution to the Town no later than fifteen (15) days after the Effective Date of this Agreement. A failure to make timely payment of the full and total Contribution shall be a breach of this Agreement as well as a failure to satisfy the conditions of

As to Big Dog Ranch:

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, and notices sent via certified mail shall be deemed given three (3) days after being deposited in the U.S. Mail and receipt of an United States Postal Service tracking record evidencing receipt. Email correspondence shall be a permitted form of notice; however, any such email notice shall also be provided concurrently with another permitted form of notice. Any Party shall have the right to change its notice information given above by providing the other Party with notice of such change in accordance with notice provisions contained in this paragraph. Any notice from a Party may be delivered by the attorney representing such Party. All notices hereunder shall be delivered to all Parties.

5.2 The recitations set forth in the recitals of this Agreement are true and correct and are incorporated herein by reference. This Agreement shall be construed and governed in accordance with laws of the State of Florida, and in the event of any litigation hereunder, the venue for any such litigation shall be exclusively in Palm Beach County, Florida, and in any such litigation regarding this Agreement, the prevailing Party in any such litigation shall be reimbursed all reasonable attorneys' and paraprofessionals' fees and costs (trial and all appellate levels and proceedings) incurred by the prevailing Party(ies) from the non-prevailing Party(ies). Each Party has participated fully in the negotiation and preparation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any Party. In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or re-construed as such authority determines, and the remainder of this Agreement shall remain in full force and effect. In construing this Agreement, unless the context clearly and unambiguously intends otherwise, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender.

5.3 The Parties agree that this Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signatures of the Parties on copies of this Agreement transmitted by facsimile transmission or email (e.g., PDF) shall be deemed originals for all purposes of this Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any other agreement or understanding of the Parties with respect to the matters contained herein. This Agreement may not be amended or modified except in writing signed by the Party against whom enforcement of such amendment or modification is sought. No waiver of any term, provision, condition, covenant or agreement herein contained by a Party shall be effective unless set forth in a writing signed by such Party, and any such waiver shall be effective only to the extent set forth in such writing. No failure by a Party to exercise nor a delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any right or remedy provided at law or in equity. No right, power or remedy of any Party is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

5.4 The headings of the sections, paragraphs and subparagraphs of this Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

5.5 TIME IS OF THE ESSENCE IN THIS AGREEMENT. The Parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or a state or national holiday,

then the time for such performance shall be extended until the next business day thereafter occurring. This Agreement shall become effective on the date on which the last of Parties execute the same.

5.6 NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE OWNERS ACKNOWLEDGE AND AGREE THAT (I) NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED AND/OR OTHERWISE CONSTITUTE ANY ACKNOWLEDGEMENT, AGREEMENT, WARRANTY, GUARANTY AND/OR OTHER CONTRACTUAL AGREEMENT BY THE TOWN TO OR WITH ANY OF THE OWNERS AS TO THE GRANTING OF ANY ZONING APPROVAL WITH RESPECT TO ANY OF THE BIG DOG RANCH PROJECT AND (II) ANY SUCH ZONING APPROVAL BY THE TOWN IS SUJECT TO ADOPTION BY THE TOWN COUNCIL.

ASSIGNMENT

6.1 Whenever in this Agreement one of the Parties is named or referred to, the heirs, legal representatives, successors and permitted assigns of such Party shall be included, and all covenants and agreements contained in this Agreement by or on behalf of any Party shall bind and inure to the benefit of such Party's respective heirs, legal representatives, successors and permitted assigns, whether so expressed or not.

6.2 Notwithstanding anything to the contrary contained in this Agreement, no Party shall have any right to assign this Agreement to any third person and/or entity.

AUTHORIZED AGENTS

7.1 The following individuals attest that they are the authorized agents of each respective Party for purposes of providing any consent or approval required or permitted pursuant to this Agreement: (i) the authorized agent of Town shall be William Underwood; (ii) the authorized agent for Property Owner shall be _____ and for Big Dog Ranch shall be _____. Any written consent or approval by any one of the foregoing authorized agents of a Party shall be deemed binding upon such Party in all respects. Any Party shall have the right to replace its respective authorized agent by providing the other Parties with written notice of such replacement authorized agent.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, effective as of the Effective Date.

TOWN:

BIG DOG RANCH:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TLH 25 VILLA LLC

By: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2016-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING BRUCE CUNINGHAM TO SERVE THE REMAINING TERM OF LUNG CHIU AS A VOTING MEMBER OF THE FINANCE ADVISORY AND AUDIT COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2015-13 on April 21, 2015, the Town Council made their appointments to the Town's Finance Advisory and Audit Committee (FAAC), with each voting member to serve a term of one (1) year; and,

WHEREAS, Vice Mayor Ron Jarriel's appointment to the FAAC, Lung Chiu resigned as a voting member of the FAAC in August 2015; and,

WHEREAS, Vice Mayor Jarriel has decided to appoint Bruce Cuningham to serve the remaining term of, Mr. Chiu as his appointment of a voting member to the FAAC.

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 appoints Vice Mayor Jarriel's selected appointment, Bruce Cuningham, as a voting member of the Town's Finance Advisory and Audit Committee (FAAC) to fill vacancy created by resignation of Mr. Chiu.

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 ___ DAY OF JANUARY, 2016.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor David Browning

Virginia M. Walton, Town Clerk

Vice-Mayor Ron Jarriel

Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ryan Liang

Office of the Town Attorney

Council Member Jim Rockett

Town of Loxahatchee Groves, FLORIDA
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 6.b.

MEETING DATE: 01/05/2016

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

SUBJECT: 2016 Revised Legislative Agenda

1.BACKGROUND/HISTORY

Problem Statement: Preparation of the Legislative agenda to focus on key topics to be discussed with local, state and federal legislative bodies and agencies.

Problem Solution: Adopt revised 2016 Legislative Agenda.

Legislative Update: Town Council reviewed a proposed legislative agenda at the December 1, 2015 meeting for further approval at the January 5, 2016 Town Council meeting. A resolution and exhibit have been prepared for Council approval and submittal to the Honorable Melissa McKinlay and legislative delegation.

Recommended Action: Motion to approve Resolution 2016-02.

At the November 3, 2015 meeting the Council reviewed the 2016 Legislative Agenda prepared by the Palm Beach County Municipal League's 2016 Legislative Agenda. This is included as an attachment.

2.CURRENT ACTIVITY

In addition, staff was asked to compile a series of legislative actions from which the Council can select items to support as the 2016 Florida legislature begins to meet and discuss proposed legislation for adoption during their 60 day session that begins January 12, 2016 and ends March 11, 2016.

We recommend revising the 2016 Legislative Agenda to include support for legislative issues that:

1. Support the Palm Beach County League of Cities legislative agenda with a minor exception of septic tanks replacement;
2. Supports legislation that appropriates fund to Palm Beach State College;
3. Supports legislation that appropriates grant funds for Town Trail base improvements;
4. Supports legislation that appropriates grant funds for Town Trail fencing;
5. Supports legislation that appropriates grant funds for Land Acquisition to develop a downtown;
6. Supports legislation that appropriates grant funds for Horse Arena Funding on a portion of the Palm Beach County Loxahatchee Groves Park;
7. Supports legislation that appropriates grant funds for Infrastructure improvements for main trunk water lines;
8. Supports legislation that appropriates grant funds for drainage Infrastructure Improvements on Town Roads;
9. Supports legislation that provides for the licensing and control of sober homes;
10. Supports legislation that does not impact properties with working septic tanks;
11. Supports legislation that appropriates funds for infrastructure of drainage on D Road canal

3.ATTACHMENTS

Exhibit A

Resolution No. 2016-02

4.FINANCIAL IMPACT

The Town Council has budget about \$7,000 for lobbying services.

5.RECOMMENDED ACTION

Motion to adopt the revised 2016 Legislative Agenda.

RESOLUTION NO. 2016-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING AND APPROVING THE TOWN’S LEGISLATIVE AGENDA FOR THE 2016 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves may be affected by legislation being considered by the Florida Legislature during the 2016 Legislative Session; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to set formally establish its legislative agenda, expressing its support or opposition to various legislative proposals, as well as certain subject matters that may be considered by the Florida Legislature in the 2016 Legislative Session.

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 hereby formally adopts and approves the Town’s Legislative Agenda for the 2016 Florida Legislative Session, set forth in Exhibit “A”, attached hereto and incorporated herein.

SECTION 3: This resolution shall take effect immediately upon passage.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____, 2016.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor David Browning

TOWN CLERK

Vice Mayor Ron Jarriel

Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ryan Liang

Office of the Town Attorney

Council Member Jim Rockett

Exhibit A

1. Support the Palm Beach County League of Cities legislative agenda with a minor exception of septic tanks replacement;
2. Supports legislation that appropriates funds to Palm Beach State College;
3. Supports legislation that appropriates grant funds for Town Trail base improvements;
4. Supports legislation that appropriates grant funds for Town Trail fencing;
5. Supports legislation that appropriates grant funds for Land Acquisition to develop a downtown;
6. Supports legislation that appropriates grant funds for Horse Arena Funding on a portion of the Palm Beach County Loxahatchee Groves Park;
7. Supports legislation that appropriates grant funds for Infrastructure improvements for main trunk water lines;
8. Supports legislation that appropriates grant funds for drainage Infrastructure Improvements on Town Roads;
9. Supports legislation that provides for the licensing and control of sober homes;
10. Supports legislation that does not impact properties with working septic tanks;
11. Supports legislation that appropriates funds for infrastructure of drainage on D Road canal;
12. Opposes legislation that changes municipal election efforts
13. Supports legislation that FDOT fund traffic signal at D Road and Southern
14. Supports legislation that provides funding for traffic safety guardrails in Loxahatchee Groves

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

Traffic: Staff is working with Minto to draft an agreement between Minto and the Town for the funding

December 29, 2015	No activity on this item
November 25, 2015	Will be setting a teleconference the week of 11/30/2015
November 13, 2015	Emailed bullets and report to G. Webb
October 29, 2015	Provided J. Easton copy of bullet points and report
October 27, 2015	No activity on this item
October 13, 2015	Telephone call to Mr. George Webb, County engineer, and left a message for a return call.
October 8, 2015	Simmons & White submitted an analysis of the traffic light cost (attached) based on the Minto Proposal.
September 29, 2015	The town's traffic engineer should finish the costing during this week and can be available on the agenda of 10/20/2015.
September 1, 2015	Town traffic engineer determining cost for items not included in the Minto proposal. This is needed in order to determine amount of Town funding needed.
August 25, 2015	Received email and will look to analyzing potential cost to implement light at D Road and Okeechobee. Transmitted information to Town Engineer for very preliminary estimates of cost.
August 12, 2015	No activity on this item
July 15, 2015	No activity on this item
June 30, 2015	No activity on this item
May 11, 2015	No activity on this item
April 15, 2015	This office met with representatives from Minto. Discussion points were covered regarding the proposed funding of the traffic control appurtenances for D Road and Okeechobee. Staff will review the information and report progress at the June 16 Town Council meeting.
April 1, 2015	No activity on this item
March 1, 2015	This office has received communication and we are trying to establish a date and time during the week of March 9 th .
February 10, 2015	No activity on this item
January 26, 2015	No activity on this item
January 14, 2015	No activity on this item
December 29, 2014	A discussion with Minto's attorney indicated Palm Beach County would agree for the Town and Minto to enter into a funding agreement which may exclude the County.

Pilot and Road Contribution: Big Dog Rescue

December 2, 2015	Received and deposited D Road contribution
November 19, 2015	Emailed a reminder to Ms. Simmons regarding the agreement and \$100,000 funding for D Road contribution.
October 27, 2015	Emailed road contribution agreement and expect funding soon.
September 24, 2015	Teleconference with Town Attorney RE: agreements and some legal issues waiting to be reconciled.
September 23, 2015	Teleconference with Lauree Simmons regarding PILOT funding for \$7,000 and road contribution for \$100,000.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

Trails: 6th Court North, Red Clover Nursery

December 29, 2015	No activity on this item
October 12, 2015	Preparing scope of project to survey needed property for trails on 6th Court North
October 29, 2015	No activity on this item
September 17, 2015	Met with owners, Denise & Marcel Bosse, of Red Clover Nursery to discuss potential of expanding the trail easement along the northern boundary of their property. The owners were general receptive. I advised the Town would prepare a survey after the Town receives the survey from the LGWCD.

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

December 29, 2015	No activity on this item
November 25, 2015	Formulating policy for Council consideration delayed from 11/03/2015 meeting.
October 29, 2015	No activity on this item
October 29, 2015	No activity on this item. Due to return to Council for further consideration.
October 6, 2015	Town Council requested this item for the 10/20/15 agenda for culvert replacement policy postponed to 11/6/15
September 22, 2015	A culvert appears to be collapsed under the road leading into C canal. Property Owners are looking for relief in fixing the culvert and road after the repair. The Town collects gas tax for this road; however, the road is not the same as Compton, Marcella, and Bryan.

Roads: This office met with Angela Hendrichsen Sandoval, P. E., PMP, Section Leader, and Ken Mudd,

December 29, 2015	No activity on this item
November 25, 2015	No response as of this date to request for meeting.
November 13, 2015	Email to SFWMD staff to set a meeting.
October 29, 2015	No activity on this item
October 14, 2015	Staff was unable to contact SFWMD to set a meeting to review letter to property owners on 43rd
September 30, 2015	No activity on this item. Staff will reach out to the SFWMD during the week of October 5.
September 7, 2015	No activity on this item
August 12, 2015	No activity on this item
July 15, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.
June 30, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

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

Purchasing: Request for Proposals for Public Works related functions.

December 29, 2015	PSG has begun to grade roads within the Town. They will soon begin installing signs, and repairing OGEM roads. Bergeron Land Development has not executed the contract as of this report.
December 1, 2015	Recommend action to the TC
October 29, 2015	Bid opening date 11/2/2015 at 2pm
October 9, 2015	Advertisement published in PB Post and posted on the Town's web site. Bid opening date 11/2/2015 at 2pm An RFP for services ranging from road grading, tree trimming, mowing, street sign installation, road watering, OGEM repairs, and similar services has been prepared and is currently being reviewed by legal, engineering and the OIG.
September 26, 2015	Once completed, the Town will place the advertisement in local newspapers and the Town's web site at a minimum. The goal is to have this published by October 6th.

Manure Dumping: We have received report of unauthrozed manure dumping within the Town.

December 29, 2015	We have contact PBSO to implement a targeted effort to put a stop to this activity.
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IGC Meeting:

21/23/2015	This office, Vice Mayor Jarriel, and LGWCD representative met 12/23/2015. Some discussion occurred regarding the LGWCD fill policy. No action is recommended regarding the issue between Palm Beach State College and the LGWCD. No presentation regarding culvert replacement. 40th North was closed with no discussion. Dust control program had no action.
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Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

Purchasing: Request for Proposals for Code Enforcement Services.

December 29, 2015	We are searching for individuals or other sources for this service.
December 21, 2015	NO RESPONSES were received for this service.
November 20, 2015	Prepared RFP for code enforcement services. Responses are due December 21, 2015 no later than 2pm.

Water Utility: Work to avoid Town residents from paying an extra 10% for potable water service to Royal Palm Beach Request for Proposals for Public Works related functions.

December 29, 2015	No activity on this item
November 25, 2015	No activity on this item
November 13, 2015	Teleconference with Ed Lowrey; teleconference with Shannon LaRoque RE: funding and large user agreement.
October 29, 2015	Met with Jim Stiles, PBC Utility Director for preliminary discussions.
October 14, 2015	No activity as of this date. Will work to contact PBC utility before the 10/20/15 Town Council meeting.

Unauthorized living structures: Pursuant to Town Council instruction, staff initiated action against

December 29, 2015	No activity on this item
November 25, 2015	No activity on this item
October 29, 2015	No activity on this item
October 14, 2015	No activity
July 29, 2015	His legal counsel has been advised that documents he requested copies of are available. We have had no response.
July 15, 2015	A lien has been filed on this property.
June 30, 2015	Attorney for Mr. Cherney reviewed documents; however, he continues to request additional time and information
May 29, 2015	Attorney for Mr. Cherney reviewed documents; however, he was unable to finish his review
May 11, 2015	Staff is working to complete a public records request relative to this case as of May 11, 2015.
May 5, 2015	Staff began the survey and will finish and work to prepare a report for either the April 21, or May 5, 2015, agenda. Additionally, staff has proceeded with various actions on other properties initiated by individuals.

Roads: B Road Improvement

December 29, 2015	Per discussion with Randy Wertepny, Town Engineer, significant progress has been made in the design and permitting portion of the improvement. We will receive an update of their progress at the next Town Council meeting. Bid documents are nearing completion which will facilitate meeting the completion date.
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Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

Roads: Folsom Road Traffic Calming

December 28, 2015	Email to Johnnie Easton requesting schedule.
November 25, 2015	No activity on this item
October 29, 2015	No activity on this item
October 14, 2015	Waiting for response of timeline.
June 8, 2015	No activity to report
June 3, 2015	Provided information to the Town planner for thoughts and comments.

3. ATTACHMENTS

PBC Fire/Rescue Monthly Report - October 2015
PBSO Monthly Report - October 2015

4. FINANCIAL IMPACT

Not applicable.

5. RECOMMENDED ACTION

Motion to receive and file report.



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561)793-2418 • (561)793-2420 •
www.loxahatcheegrovesfl.gov

STAFF REPORT

Date: December 11, 2015

To: Honorable Mayor and Town Council

Through: William F. Underwood – Town Manager

From: Tina Bonyak – Planning Technician

Subject: Okeechobee Boulevard Workshop Citizen Topic Themes

During the Town Council Meeting held on Tuesday, October 20, 2015 Ordinance No. 2015-07 was given a first reading and Jim Fleischmann advised the Amendment had been mailed to the Palm Beach Post, Town Crier and was mailed to 71 property owners whose land front directly on Okeechobee Boulevard or would need access from this road. As a result, a motion to extend the moratorium until June 30, 2016, was determined and after further discussion by Council a motion was made to have the workshop on December 5, 2015, beginning at 9:00 a.m.

The Okeechobee Boulevard Workshop was held on Saturday, December 5, 2015 at 9:00 a.m. at Town Hall. There were approximately 60 attendees at the meeting including residents, non-residents, Town Council and Staff. The purpose of the meeting was to hear input from the residents of the Town of Loxahatchee Groves and elicit property owner suggestions and recommendations for Okeechobee Boulevard.

There were several topic themes that appeared to be a focal point. Below I have listed what I believe to be the highlights.

Traffic Control

There was a consensus with the traffic impact on Okeechobee Boulevard. Some suggestions by residents were as follows; implementation of roundabouts, traffic lights, speed limit reduction and enforcement, horse crossings and traffic light at D Road.

Zoning Districts

There was feedback regarding Zoning Districts that should be allowed in the Town. Residents mentioned Agricultural Residential and Commercial Low as allowable along the Okeechobee Boulevard corridor. Additionally, there was mention of The Neighborhood Plan.

Permitted Uses

Among the Permitted Uses residents felt would be beneficial to the Town were as follows; an Assisted Living Facility, Adult Day Care, Bed and Breakfast, Recreational Vehicle Park, Fitness Center, Tack Shop, Tractor Repair, Small Shopping Center, or any businesses that would support an agricultural community.

Non-Permitted Uses

There was discussion with regards to businesses some residents felt would not be a good fit for the Town. They are as follows; Gas Station, Convenience Store, Non-Profits, High Voltage Lighting, Big Box Stores, Strip Clubs, Car Dealerships, Pawn Shops, Chemical Sale and establishments selling alcohol.

Code Enforcement

Some residents expressed that they would like to site illegal businesses operating within Town.



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

Verdenia C. Baker

December 18, 2015

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

Dear Mr. Underwood:

Enclosed is the Response Time Report for the Town of Loxahatchee Groves for the month of November 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

*"An Equal Opportunity
Affirmative Action Employer"*



12/16/2015

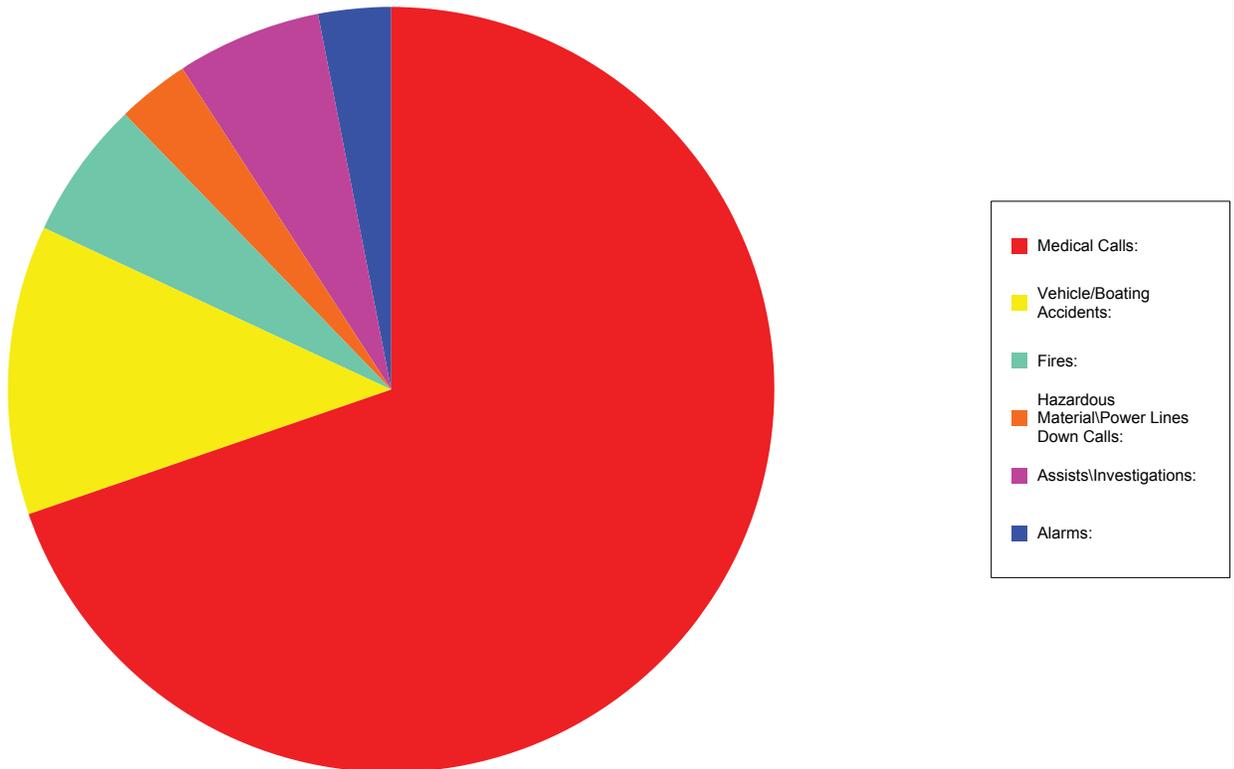
Palm Beach County Fire Rescue

Loxahatchee Groves - # of Calls by Type

20151101 to 20151130

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	23
Vehicle/Boating Accidents:	4
Fires:	2
Hazardous Material\Power Lines Down	1
Assists\Investigations:	2
Alarms:	1
Total number of Events:	33

Calls by Situation Dispatched





Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20151101 to 20151130

12/16/2015

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:													
F15168445	26	NORTH RD LOX	11/01/2015	07:24:38	07:25:05	07:25:11	07:25:33	07:32:32	08:29:34	0:00:33	0:00:22	0:06:59	0:07:54
F15168629	26	NORTH RD LOX	11/01/2015		13:51:57	13:52:12	13:53:24	13:59:20	14:33:04	0:00:40	0:01:12	0:05:56	0:07:48
F15168745	20	COLLECTING CANAL RD LOX	11/01/2015		17:54:10	17:54:17	17:55:51	18:01:09	18:43:26	0:00:32	0:01:34	0:05:18	0:07:24
F15171187	21	SOUTHERN BLVD LOX	11/05/2015		22:50:11	22:50:15	22:51:23	22:58:15	23:16:43	0:00:29	0:01:08	0:06:52	0:08:29
F15171347	21	APRIL DR LOX	11/06/2015	08:54:33	08:54:55	08:55:08	08:55:25	09:04:54	09:49:18	0:00:35	0:00:17	0:09:29	0:10:21
F15171783	21	C RD LOX	11/06/2015		23:14:29	23:14:33	23:15:45	23:23:15	00:48:19	0:00:29	0:01:12	0:07:30	0:09:11
F15171812	21	C RD LOX	11/07/2015		00:55:34	00:55:43	00:55:58	01:06:59	01:38:36	0:00:34	0:00:15	0:11:01	0:11:50
F15172478	21	BIDDIX RD LOX	11/08/2015	04:02:43	04:03:04	04:03:13	04:04:24	04:11:18	04:47:38	0:00:30	0:01:11	0:06:54	0:08:35
F15172598	21	E RD LOX	11/08/2015	09:26:10	09:26:27	09:26:36	09:27:20	09:33:30	10:40:30	0:00:26	0:00:44	0:06:10	0:07:20
F15173864	20	A RD LOX	11/10/2015	12:49:55	12:50:25	12:50:35	12:52:40	12:57:33	13:35:17	0:00:40	0:02:05	0:04:53	0:07:38
F15175203	26	145TH AVE N LOX	11/12/2015	17:57:44	17:58:11	17:58:25	17:59:10	18:10:38	19:18:36	0:00:41	0:00:45	0:11:28	0:12:54
F15177027	21	NORTH RD LOX	11/16/2015	03:40:43	03:41:09	03:41:20	03:42:41	03:50:01	04:30:13	0:00:37	0:01:21	0:07:20	0:09:18
F15179730	26	NORTH RD LOX	11/20/2015	17:30:13	17:30:42	17:30:48	17:31:57	17:39:18	18:35:59	0:00:35	0:01:09	0:07:21	0:09:05
F15180027	21	FOLSOM RD LOX	11/21/2015		08:04:46	08:04:54	08:05:24	08:09:06	08:17:03	0:00:33	0:00:30	0:03:42	0:04:45
F15180034	21	NORTH RD/G RD W LOX	11/21/2015		08:19:24	08:19:34	08:19:46	08:24:38	09:24:24	0:00:35	0:00:12	0:04:52	0:05:39
F15180393	21	HYDE PARK RD LOX	11/21/2015	21:11:56	21:12:14	21:12:22	21:13:15	21:21:48	21:54:05	0:00:26	0:00:53	0:08:33	0:09:52
F15180491	21	B RD LOX	11/22/2015	02:18:38	02:20:33	02:20:39	02:21:59	02:27:09	03:12:53	0:02:01	0:01:20	0:05:10	0:08:31
F15181058	21	COMPTON RD LOX	11/23/2015		05:51:49	05:51:58	05:52:30	05:58:46	06:21:19	0:00:34	0:00:32	0:06:16	0:07:22
F15181300	21	SOUTHERN BLVD LOX	11/23/2015	13:26:47	13:27:03	13:27:12	13:27:56	13:31:11	14:00:07	0:00:25	0:00:44	0:03:15	0:04:24
F15183039	21	FOLSOM RD/OKEECHOBEE BLVD RPB	11/26/2015		15:03:35	15:03:43	15:04:29	15:07:30	15:24:53	0:00:33	0:00:46	0:03:01	0:04:20
F15183603	21	FOLSOM RD/OKEECHOBEE BLVD RPB	11/27/2015	15:17:52	15:18:09	15:18:17	15:19:03	15:23:08	15:37:17	0:00:25	0:00:46	0:04:05	0:05:16
F15184036	21	24TH CT N LOX	11/28/2015		12:14:05	12:14:15	12:14:58	12:18:35	12:55:24	0:00:35	0:00:43	0:03:37	0:04:55
F15184040	21	PARADISE TRL LOX	11/28/2015	12:28:35	12:28:54	12:29:09	12:29:14	12:34:45	13:22:07	0:00:34	0:00:05	0:05:31	0:06:10
F15184550	21	NORTH RD LOX	11/29/2015	12:38:26	12:39:43	12:39:50	12:40:25	12:48:28	13:22:23	0:01:24	0:00:35	0:08:03	0:10:02
F15185073	21	TANGERINE DR LOX	11/30/2015	12:42:48	12:43:31	12:43:38	12:44:23	12:48:59	13:08:31	0:00:50	0:00:45	0:04:36	0:06:11
F15185266	26	NORTH RD LOX	11/30/2015		19:37:45	19:37:51	19:38:38	19:43:26	20:41:01	0:00:31	0:00:47	0:04:48	0:06:06
Average Response Times:										0:00:39	0:00:51	0:06:15	0:07:44



Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20151101 to 20151130

12/16/2015

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Non Emergency Calls:													
F15168927	21	B RD LOX	11/02/2015	06:01:34	06:02:56	06:03:03	06:04:27	06:12:20	06:27:59	0:01:29	0:01:24	0:07:53	0:10:46
F15170809	21	OKEECHOBEE BLVD LOX	11/05/2015	10:09:03	10:10:38	10:10:48	10:12:11	10:16:42	10:20:08	0:01:45	0:01:23	0:04:31	0:07:39
F15185143	21	C RD LOX	11/30/2015		15:47:07	15:47:12	15:51:44	15:56:32	16:12:59	0:00:30	0:04:32	0:04:48	0:09:50
Corrupt Data:													
F15171124	20	SOUTHERN BLVD/FLYING COW RANCH RD PBC	11/05/2015	20:11:52	20:19:59	20:20:03	20:20:42	20:27:05	21:04:16	Possible problem with Received Time			
F15176424	21	CASEY RD LOX	11/14/2015		20:23:47	20:24:36	20:25:01		20:26:54	Empty Time Fields			
F15183741	20	BINKS FOREST DR/SOUTHERN BLVD PBC	11/27/2015	19:50:14	19:50:30	19:50:37	19:51:27		19:53:05	Empty Time Fields			
F15182994	21	23RD CT N LOX	11/26/2015		13:46:01	13:46:10	13:47:25		13:49:13	Empty Time Fields			

Total number of Events: 33

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



12/16/2015

Palm Beach County Fire Rescue

Loxahatchee Groves - # of Calls by Situation Disp

20151101 to 20151130

<u>Situation Dispatched</u>	<u># of Events</u>
Vehicle Accidents:	6
Difficulty Breathing:	6
Chest Pain:	3
Fall:	3
Sick Person:	3
Brush Fires:	2
Overdose/Intoxication:	2
Fire Alarms:	1
Public Assist:	1
Powerlines Down:	1
Investigation:	1
Cardiac/Respiratory Arrest:	1
Diabetic:	1
Unknown Medical:	1
160	1
201	1
460	1
605	1
Total number of Events:	36

District 15 Loxahatchee Groves

Monthly Report: November



Calls for Service (self-generated)	Monthly
Business/Residence Checks	99
Traffic Stops	15
Dispatched calls	150
Total	264

Traffic Summary	Monthly
Warnings	8
Citations	7
Totals	15

Summary: During the month, D15 deputies handled (264) calls for service. 43% of calls for service were self-generated.

Part I Crimes Case #'s	Monthly
Murder	0
Sexual Assault	1
Robbery	0
Aggravated Assault	0
Burglary	4
Theft	3
Motor Vehicle Theft	1
Arson	0
Total	9

Summary: There were four (4) business burglaries, one (1) sexual assault cases, and three (3) thefts, and one (1) motor vehicle theft.

Burglary:

- Four (4) burglaries were reported to businesses.

- 15-139917- 21B- On 11-2-15 The Latin Mex grocery Store at 14567 Southern Bd. had a business robbery. A suspect tied up the grocery clerk and robbed money from two registers. The case is an ongoing investigation.
- 15-140936-21B- On 11-5-2015 a delayed business robbery was reported for Spen Wen Agriculture. A shipping container was found to have lawn equipment/ hardware items stolen from it. No suspect information, case inactive pending leads.
- 15-144475- 21B- On 11-14-15 a 21B was called in to Quintessence Nursery. Two sheds were broken into and fishing equipment and lawn equipment were stolen. The case is inactive pending leads.
- 15-147691- 21B- On 11-22-15 a 21B was reported to South FL farms. Two work sheds had equipment stolen from them, tools, lawn equipment, and farm equipment (including trailers). One abandoned was recovered the next day. The case is inactive pending leads.
- 15-146857- On 11-20-15 a grand theft was reported to a home. 4 show pigs were stolen, along with tools. Damage was made to the fence where the suspects broke in. The pigs were tattooed and had ear tags. The case is inactive pending leads.
- 15-149892- On 11-28-15 a golf cart was reported stolen. The golf cart is a large distinguishable black and gold two seated large golf cart by Star Golf Cart; it was entered into the system as stolen. The case is inactive pending leads.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 9.a
MEETING DATE: 01/05/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Town Management Contract Revisions

1.BACKGROUND/HISTORY

Problem Statement: The Town Council request management's revisions to the existing Town Management Services Contract.

Problem Solution: Provide Town Council with a revised contract and redline version of existing Town Management Services Contract.

At the Town Council meeting of October 6, 2015, the Council agreed to schedule a meeting for January 2016 to discuss and make necessary changes to the Town Management Services Agreement, and requested the Town Manager to provide recommendations on changes to the existing contract.

2.CURRENT ACTIVITY

This office has been reviewing the existing contract for changes. The result is the development of a new contract based on the existing contract; however, with some significant changes and recognizing contradictions in actual functionality regarding several issues contained within the current contract.

Therefore, I have provided a proposed new contract with various items eliminated or modified to meet the needs of the Town.

3.ATTACHMENTS

Services Overview Memorandum

Revised Town Management Services Agreement.

Original Town Management Services Agreement with **amendments**, **strikethroughs**/**additions**.

4.FINANCIAL IMPACT

Not applicable at the present time.

5.RECOMMENDED ACTION

Motion to approve revised Town Management Services Agreement and authorizes the Mayor to Execute.



Underwood Management Services Group, LLC

840 N.E. Stokes Terrace
Jensen Beach, Florida 34957
Telephone: 772.233.1511
Email: umsg@umsgllc.com

December 27, 2015

Honorable Mayor and Town Council
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470

Re: Services Overview

Mayor and Councilmen:

UMSG is pleased to provide you with an overview of the services we provide that exceed the stipulations of the current contract. This transmittal will also serve to identify those services in the existing contract which are not being performed due to various reasons beyond the control of the firm.

Staffing Levels:

UMSG is contracted to provide ninety-five hours per week in staffing to the Town. We have been and continue to provide in excess of 200 hours per week that include six (6) full time employees. Off site, we contract for financial services, and we also contract for additional planning services.

While the contract required Town Hall to be open Monday through Friday, from 9:00 AM to 4:00 PM, typically staff accepts appointments at 7:30 AM to accommodate permitting and planning, and is available after 4:00 PM if necessary to assist residents.

Town Manager –

The Town Manager is a ICMA-CM (Credentialed Manager), a CGFO (Certified Government Finance Officer), a CGFM (Certified Government Financial Manager), and CDP (Certified Data Processor). He is a member of the Florida City and County Management Association (FCCMA), International City/County Management Association (ICMA), Florida Government Finance Officers Association (FGFOA) and the Government Finance Officers Association (GFOA).

- Meets and works with the Town Attorney on a regular basis to discuss all activities of the Town to include but not limited to agendas, policies and procedures, procurement, contracts, Town Council actions, federal, state, and county laws, development, zoning, code enforcement, and other matters as necessary.
- Meets with Town Council members on a weekly basis to discuss, current and ongoing, Town matters.

- Meets and coordinates with Town vendors and contractors on an as needed and when needed basis.
- Is available and meets regularly with residents, business owners, and others with respect to Town matters.
- Attends meetings with other public agencies on matters directly related to the Town on an as needed basis.

Town Clerk –

The Town Clerk is a CMC (Certified Municipal Clerk), and MMC (Master Municipal Clerk). She is a member of the PBC Municipal Clerk’s Association, and the Florida Association of City Clerks (FACC).

- Clerk performs all functions of the position as delineated in the Town Charter as part of the contracted services.

Financial Services:

UMSG is required to provide financial management and reporting as part of the contracted services. It has been at our urging, the Town is finally recognizing that a benefit exists of having and maintaining its own financial records. The implementation of a Town owned financial system is not within our responsibility; however, we believe it is in the best interest of the Town, and we are providing this level of service without any remuneration. In addition, we have added additional staff that will perform the accounting function, and implementation of the software system.

We have three (3) active staff members that are members of the Florida Government Finance Officers Association. Staff annually attends the School of Government Finance Officers sponsored by the FGFOA, and the FGFOA State Conference annually.

- We prepare the annual budget each year. Prior to the FY2012 Budget, Town never had a budget with detail information, and we have included details for each line item in the annual budget identifying each expenditure within the line item.
- We research and propose the millage rate necessary to fund the operations of the Town, consistent with state law.
- We have instituted a Capital Improvement Budget and program that includes a five (5) year schedule for revenues and expenditures.
- We created, and Town Council has adopted a comprehensive series of fiscal policies which embody sound financial management concepts.

- In 2014, we developed, and the FAAC approved a new Procurement Ordinance that incorporated all needed changes, and additions that we believe will comply with PBC OIG requirements. The draft ordinance has not been considered by the Town Council.
- We adhere to those portions of the Town’s Accounting Policy and Procedures Manual that are not in conflict with state law, or GASB, or GAAP pronouncements.
- Previously, the Town did not control its own check stock. All checks were printed in another county, and mailed to the Town for signature and disbursement. Beginning in 2011, we brought checks and check stock in-house and all Town checks are now printed at Town Hall.
- We provide monthly financial reports as required, and created a monthly Financial Activity Report that provided a summary of the activities of the Town capable of being understood by Town residents. This report was discontinued this year by members of the FAAC Committee that did not recognize or understand its purpose.
- All Town invoices, budgets, and financial reports are available to Town Council members and residents alike for their information through the Town’s website.

Planning, Zoning and Building Matters:

Staffing level includes a full time Planning Technician, and contracted out Planning Consultant that works at times in the office and offsite as needed on specific projects.

- We manage all planning and zoning matters on behalf of the Town
- We review and sign off on all building permit applications on behalf of the Town
- Developed and implemented a permit tracking system that can identify all matters associated to specific parcels.
- Developed and updated all application forms used by residents and businesses for planning, zoning and building
- Incorporated all town records prior to 2011 into the electronic system.
- Process an average of five (5) applications daily over the last year for general building permits, business tax receipts, site plan reviews, land clearing, temporary permits, zoning confirmations, manure haulers and receivers, lien searches, and other related matters, but not including large scale development projects.
- Current ongoing large scale development projects include PBSC, Atlantic Land/Commons, Day Property, Solar Sports/Equestrian Partners, Southern Crossing, Big Dog, B Road Improvements, and Okeechobee Boulevard Overlay Comp Plan Project.
- We have reconciled all deficiencies in the old Cost Recovery accounts, and have implemented generally accepted accounting principles for these accounts, wherein revenues and expenditures

for each cost recovery account is recognized at the time it is earned and expended and we currently have 28 cost recovery accounts.

- We have expanded cost recovery services and fees to include land clearing, lot clearing, and numerous other items.
- We have implemented tree mitigation escrow accounts as a result of land clearing projects within the Town.

Field Services:

Contrary to one uninformed position expressed over the last several months that management does not have “boots on the ground,” we have had both Town Manager and staff respond to citizens and property owners issues with respect to drainage, overgrown vegetation, illegal dumping, easement encroachment, solid waste assessment changes, road grading, road and OGEM repairs, manure dumping, illegal land clearing, and other matters of concern on site throughout the community for several years.

- We constantly monitor work being performed on Town Roads to include photographing, and filming conditions throughout the Town.
- We have been on-site for deliveries of rock material for more than three years.
- We perform walk-through with property owners with respect to land clearing, and tree inventories.
- We have provided posted notices and photograph all properties that had visible (from the street) occupied Recreation Vehicles.
- We have performed inspections as requested by property owners to assure that recreation vehicles have been removed, or not occupied.
- We work to remove damaged and vandalized posted signs throughout out the Town when possible.

Technology:

- We maintain and keep current software subject to Town’s annual budgeting
- We maintain and keep current all computer hardware subject to Town’s annual budgeting.
- We have upgraded the Town’s official on-site and off-site backup for all information stored on Town’s computer to several cloud systems that are required for preservation of all official town documents and emails accounts.
- We upgraded the Town’s website to include videotaping, and live streaming of Town Council and Town Board/Committee meetings.

Contract Manager:

- We monitor all contracts for adherence to contractual obligations, and independent contractors on specific projects and on-going contractual agreements on behalf of the Town.
- We meet with contractors on a regular basis in an attempt to assure contract compliance.

Solid Waste Contract -

As the Contract Administrator on behalf of the Town for the Solid Waste Services Agreement and through our work with Waste Pro, we have worked to reduce solid waste expenditures about \$25,000 per year, and no longer does the Town pay Waste Pro based on a unit price. This methodology reduced the individual cost for services to Town residents.

In an effort to further monitor Waste Pro, the garbage trucks have been outfitted with cameras in order to show where they have been on a specific date and time.

Illegal dumping continues to exacerbate citizen complaints. We work to use the PBSO officer to provide an incident report that will then allow the dumping to be removed to the SWA without tipping fee charges to landowners or Waste Pro.

UMSG has increased solid waste assessments over \$57,000 through July by performing a survey of properties, citizens' information, and letter campaign. We perform inspections upon invitation by property owners. Additionally, as an on-going process, we continue to add more units to the solid waste assessment rolls. The assessment rolls increased by 166 units in 2015. Since the final adoption this year, we have added an additional 10 units to the assessment rolls. Further, instead of adding new assessments once a year as the Town did in its past practice, they are adding continually throughout the year directly to the tax collector, and where appropriate billing the landowner directly. We continue to find parcels identified as vacant, but putting out garbage, and not paying a solid waste assessment.

Code Enforcement Services -

Beyond our contract responsibilities and following the death of Russ Elgin, we are actively pursuing resolution to citizen complaints by meeting and speaking with the parties involved to alleviate the issue(s) where possible, even though the Town does not currently have an active code enforcement company.

Town staff continues to send letters advising citizens to comply with specific code requirements, meeting with affected parties, and providing solutions to resolve conflicts that will bring them into compliance with the Town's ULDC code where possible.

Planning Technician has created a complete electronic database on all Town code enforcement cases.

Even though it has been the past practice of the Town to direct all resident complaints of a code enforcement matter to the Town's vendor, we have addressed directly all new code enforcement complaints made by residents, and been successful in revolving many of the new disputes without necessity of initiating code enforcement cases without compensation.

All Code Enforcement cases are included on the Town's website that is available to Town Council members and residents alike for their information.

We continue to reach out to other public agencies and former/retired code enforcement officials in an attempt to locate a new service provider.

Town Road Maintenance Services -

Through the Town's new contract for road grading and other services, we have reduced the per mile charge for grading and watering roads from \$210 per mile to \$100 per mile. This represents an approximate savings of about \$33,000 per year to grade and water all Town roads.

Our new Town vendor began work last week, and is doing an assessment of road conditions, needed signs, paving marking, tree trimming and vegetation removal.

PBSO –

- We work in coordination with PBSO representative, Lt. Combs to provide needed services for the Town.
- We requested and work with a special unit of the PBSO for targeted enforcement of illegal manure dumping last season, and we will continue to reach out to that unit this season as needed.
- We requested and work with specific representatives of the PBSO Environmental Crimes Unit with respect to illegal dumping.
- PBSO is providing the Town a monthly activity report for the Town Council and residents to gain a perspective about services being provided to the community.

PBC Office of Inspector General –

- We ensure that the OIG is provided notices and agendas for all Town Council and FAAC meetings.
- We respond to OIG inquiries, and provide information as may be requested from time to time.
- We provide copies of all staff drafted procurement ordinances, bid specifications, request for proposals, and policies and procedures for their input and comments.
- We worked with the OIG and the PBC Engineering Department with respect to providing a more accurate measurement of all Town Roads to be used in our reporting to the Florida Department of Transportation which actually increased the mileage on Town Roads.

- We use the resources of the OIG when concerns arise about possible violations of OIG ordinance by Town vendors and contractors.

We have provided all information and data requested by OIG to date with respect to the 2016 Audit Plan that includes a performance audit of Town of Loxahatchee Groves. OIG and staff have held a preliminary meeting with all Town staff that will be actively participating in the OIG Audit process at the Town.

The following is a listing identifying those services in the existing contract which are not being performed for various reasons beyond the control of management.

Under Exhibit A entitled “Town Manager, Town Charter Description of Duties for Town Manager”

- Item C - that requires management to ensure that all laws, provisions of the charter ... cannot be followed because the Town Council adopted a policy that prohibits management from assuring that all laws, provisions, etc. be followed when it put in place its policy that that required a code enforcement complaint must first be brought forward by an individual.
- Item F - requires the Manager to draw and sign vouchers upon depositories as provided ... cannot be followed because the Town Council adopted the Accounting and Procedures Policy which is in direct conflict with the Charter.
- Item L - ... town management report will be part of the annual evaluation process ... cannot be followed because over the last two years Town Council has entertained going out for RFPs for Management Services even before the Town Management presented the annual Audit to Town Council.

Under “Town Manager Operational Responsibilities:

- Item 3. a.b.c – Town Management agreement was amended in 2012 extended the scope of services to include all daily activities of the planning and zoning functions.
- Item 5.b – Town’s Code Enforcement services provider as per their contract requirements coordinates and prepares all necessary material, case files, and agendas for Code Enforcement and Special Magistrate.
- Item 6.c.ii & iii – Town’s Procurement Ordinance does not comply with PBC OIG requirements, and the Town Council has not taken action on consideration of draft Procurement Ordinance that we believe may comply with PBC OIG requirements that was prepared and approved by the FAAC in 2014.

Finance and Accounting Procedures Manual:

- Unable to ensure that all conditions and specification on some contracts or specific invoices or order s have been satisfactorily fulfilled prior to disbursement of payment, as the Town Council has instructed payment of specific contract and invoices without management’s ability to verify accuracy. When this has occurred, management has developed an Affidavit Form acknowledging that payment is be issued as a direct result of legislative action that is contrary to the Charter, Finance and Accounting Procedures Manual, and management recommendation.
- Unable to ensure that invoices be paid unless approved by the Town Manager, as some invoices have been paid by legislative action for invoices not approved by the Town Manager.
- Management is unable to comply with financial policies formulated by Town Council if those financial policies are in conflict with state statutes, generally accepted accounting principles, and promulgation of Governmental Accounting Standards Board (GASB).
- Deposit requirement policy of the Manual is in conflict with the requirements identified in the Management Agreement.
- Check signatories requirements of the Manual is in conflict with the requirements identified in the Charter.
- The Finance Director position identified in the Manual is not a required staff position of the Management Agreement. The Management Agreement requires that the firm providing financial services.
- Capitalization of equipment in the Manual is in conflict with the Town Council’s adopted Fiscal Policies which embody sound financial management concepts.
- In the section entitled “Books of Original Entry,” the first and second statements are in conflict with each other. All government accounting is performed on a modified accrual basis.

Resolution No. 2009-01: establishing the Town’s Finance Advisory and Audit Committee

Section 2, Item I. (B) (4) –

- Section 218.391 Florida Statutes does not relate to audit oversight.
- Additionally, there is a conflict at times with submission and review of the audit to the FAAC prior to Town Council presentation due to the fact that the statutes allow 270 days following the end of the fiscal year for submission of the audit to the State, and 180 days deadline with respect to submission to GFOA for the CAFR.

This past year, the audit was not completed until June. The Town requested and received an extension from the GFOA for late submission. The Town Council accepted the Audit at their June 16th meeting so that it would meet both the GFOA submission deadline and the state deadline of June 30th deadline. The June meeting of the FAAC was scheduled for Monday, June

22; however, the Town's Auditor was not available to attend the FAAC meeting to present the Audit to them and had requested that this item be rescheduled to the July FAAC meeting.

In conclusion, there are many other items in the Agreement that we believe the Town Council should consider removing or amending as we feel some are unnecessary in order to comply with the Charter requirements, and good governmental management.

In an effort to assist the Town Council, we have provided a redlined copy of the current Management Agreement which includes:

- Yellow highlighted areas identifying previous amendment to the contract
- Strikeouts representing recommended deletions to the contract verbiage, and
- underlined sections representing recommended added language.

Sincerely,

A handwritten signature in black ink, appearing to read "W. F. Underwood, II". The signature is stylized and cursive.

William F. Underwood, II
UMSG

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2016, 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 has been retained by the Town for the purpose of providing Town Manager services to the Town, subject to the terms and conditions hereof since October 1, 2011.

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, 2015 (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 included 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, planning associate and clerical staff for a total of ninety-five (95) hours a week, and financial services required by the Town as provided in the Scope of Work attached hereto as Exhibit "A".

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

(d) The Town agrees that, to the fullest extent permissible under the law, in performing the Services, Underwood shall be entitled to all the rights, privileges and immunities afforded to individuals serving in the capacity of Town Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all Federal, state and local laws and regulations.

(e) In connection with the retention of Underwood as described in this Agreement, Underwood recognizes and understands that the Town is relying on the use of individuals when contracting with Underwood and, except for the Town Manager position, Underwood is not required to advise the Town Council in writing of any changes to the assigned personnel, and the Town Council shall not have the right to approve any replacements. 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 Thirty Thousand Three Hundred and Sixty Four Dollars (\$30,364) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be increased on October 1, 2015 and on each October 1 thereafter during the Term in an amount approved by the Town Council during the annual budget. The monthly fee shall be payable by the 20th of each month. 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, 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 through the annual budget, which the approval or denial of appropriation 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, 2018, and

shall remain in full force and effect until such time as the agreement is terminated as provided for herein or modified by mutual consent of both parties. 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 one hundred twenty (120) 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. 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. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

(ii) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Underwood shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Underwood shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. Underwood shall be liable to Town for any lapses in service resulting from a gap in insurance coverage.

(c) Pursuant to Section 5(b) hereof, during the Term Underwood shall obtain and maintain the following minimum insurance:

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 to 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.

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, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

UNDERWOOD MANAGEMENT
SERVICES GROUP, LLC

By: _____

Name: William F. Underwood II

Title: Manager

ATTEST:

Print Name: -----

Title: -----

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH 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 _____ day of _____, 2016.

NOTARY PUBLIC
My Commission Expires: _____

MDC

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 perform all duties delineated in the Town Charter as Items 1 to 12 with the exception of the following changes to Items Nos. 3, 6., and 10:
 3. Ensure that all laws, provisions of this charter, and acts of the council are faithfully executed, with the exception of any laws, charter provision, or acts of council suspended, placed on hold, or otherwise impractical to enforce.
 6. Does not draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.
 10. Submit to council, and make available to the public, a complete report on finances and administrative activities of the town as of the end of the fiscal year, but no later than 180 days after the end of the fiscal year.

k. Town Manager Operational Responsibilities:

1) Meetings

- a. Prepares all regular, and workshop meeting agendas with the Town Attorney.
- b. Coordinates all regular, special and workshop meetings (location, preparation and legal advertising)

2) Contract Manager

- a. Monitors or causes to be monitored all independent contractors on specific projects and on-going contractual agreements on behalf of the Town.
- b. Monitors all contracts for adherence to contractual obligations and report to Town Council when contract is not being fulfilled. Corrective measures will be recommended by the Town Council and enforced.
- c. 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.
- d. 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.
- e. Oversees grant applications on behalf of the Town.
- f. Coordinates with the Town Council, and Town Attorney 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 Town Attorney as part of the final contract recommendations to the Town Council.

- g. 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.

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.

5) Code Enforcement

- a. Oversees the Town's Code Enforcement Officer
- b. Provides reports to the Council on Code Enforcement matters on a schedule determined by the Council.

6) Financial

- a. Annual Budget

- 1. Present the draft Budget to the Financial Advisory and Audit Committee and obtain the Committee's input before recommending to the Town Council.

- c. Procurement:

- 1. Develop and adhere to the Town's Procurement Procedures Manual and the Town's Procurement Ordinance.
- 11. Comply with Palm Beach County OIG requirements

- d. Provides administrative support to the Town's Finance Advisory and Audit Committee in the selection and recommendations of an external auditor.

7) Town Clerk:

- a. Oversees Town Clerk activities as delineated in the Town Charter.

8) , Communication with residents and property owners:

- a. Maintains all design and content and keeps current the Town's official website.
- b. Providing residents multifaceted municipal information venues through the use of technology.
- c. Keep Town Council apprised of Town issues.

9) Water Control District:

- a. Work cooperatively with the Loxahatchee Groves Water Control District,

10) Technology:

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

11) Meeting attendance by the Town Manager:

1. The Town Manager or designee is expected to attend all the following meetings:
 - a. Town Council Regular, Special, and workshop Meetings
 - b. Town Finance and Audit Advisory Committee
 - c. Town Roadway, Equestrian Trials and Greenway Advisory Committee
 - d. Town Planning and Zoning Board

2. Town Manager shall determine attendance for other government agency and association meeting on an as needed, when needed basis.

12) Town Office. Staff the Town Offices to be open Monday through Friday from 9:00am to 4:00 pm, except government holidays as identified by Palm Beach County..

For all Town Council, committee and board meeting Town Management shall:

- 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*).
- Provide staff as part of the contracted services to coordinate all backup material and research in order to construct the agenda packets. These packets need to be produced and assembled for distribution as agreed upon by the Town Council and town Management.
- Establish, approve, and post agendas. All legal notices need to be prepared by the Town Clerk posted, and advertised in a timely fashion in accordance with the Town's charter and Florida State Statutes for all meetings, hearings and ordinances, and other documents as necessary.

- Coordinate matters with the Town Attorney Office on an as needed basis.

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 of Town Management Services along with the Town Management Report. This annual review of the Contract for Town Management Services shall occur no later than May 1st of each year or no longer than 180 days after the end of the fiscal year. The Town Council 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 all functions of the Town Clerk duties in accordance with State Statutes, Town Charter, and Code of Ordinances.

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.
- Processes all invoices and payments
- Manages all investments and operating bank accounts
- Prepare and transmit all information necessary for yearly audit

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 201~~6~~⁵, 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 ~~has been~~ ~~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 since October 1, 2011.

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, 201~~4~~⁵ (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 included 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, planning associate and clerical staff for a total of ninety-five (95) ~~sixty (60)~~ hours a week, and financial services required by the Town as provided in the Scope of Work attached hereto as Exhibit "A".

(b) Amendent No. 1 of June 8, 2015 modified as follows: The services include providing a Town Manager on a full-time basis, Town Clerk, planning associate and clerical staff

for a total of ninety-five (95) hours a week, and ...

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

(d) The Town agrees that, to the fullest extent permissible under the law, in performing the Services, Underwood shall be entitled to all the rights, privileges and immunities afforded to individuals serving in the capacity of Town Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all Federal, state and local laws and regulations.

(e) In connection with the retention of Underwood as described in this Agreement, ~~it is the express intent of the Town to have the individuals named in Underwood's response to the RFP 2011-06 serve in the capacities identified.~~ Underwood recognizes and understands that the Town is relying on the use of ~~these~~ individuals when contracting with Underwood and, except for the Town Manager position, Underwood is not required to shall to 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 not have the right to approve any replacements, ~~with approval not 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 ~~Thirty~~ Twenty Thousand ~~Three~~ Eight Hundred and ~~Sixty Four~~ Eight ~~Five and 20/100~~ Dollars (~~\$30,364~~ 20,885.20) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be ~~automatically adjusted~~ increased on October 1, 20125 and on each October 1 thereafter during the Term in an amount approved by the Town Council during the annual budget, ~~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 by the 20th of each month, ~~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.

(a) Amendment 1 of June 8, 2015 modified as follows: 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) ...

(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 through the annual budget, which the approval or denial of appropriation 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, 2018~~4~~, and shall remain in full force and effect until such time as the agreement is terminated as provided for herein or modified by mutual consent of both parties.~~subject to the right of the parties to mutually agree, in writing, to extend the Initial Term for additional one year terms (the "Renewal TermRenewal 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 one hundred twenty~~sixty (60) (120)~~ 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. ~~The rights and obligations of the Town and Town and Underwood that Underwood arise that prior 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.

Amendment No. 2 dated May 6, 2014 modified as follows: The term of the agreement (the "Initial Term") expires on September 30, 2014 and shall be extended to September 30, 2015 (the "Renewal Term") ...

Amendment No. 3 dated September 1, 2015 modified as follows: The term of the Professional Services Agreement shall be extended to September 30, 2016 (the "Renewal Term") ...

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. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

(ii) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Underwood shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Underwood shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. Underwood shall be liable to Town for any lapses in service resulting from a gap in insurance coverage.

(c) Pursuant to Section 5(b) hereof, during the Term Underwood shall obtain and maintain the following minimum insurance:

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

If Underwood is or claims to be exempt from all or a portion of this requirement of Section 5(c)(iii), Underwood shall provide Town proof of such exemption along with a written request on Underwood letterhead for Town to exempt Underwood, which exemption shall not be unreasonably withheld.

- (iii) Comprehensive Auto Liability coverage which shall include

owned, hired and non-owned vehicles, with the following limits:

A.	Bodily Injury	
	1.Each Occurrence	\$100,000
	2.Annual Aggregate	\$500,000
B.	Property Damage	
	1.Each Occurrence	\$100,000
	2.Annual Aggregate	\$500,000

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

(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.

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 to 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.

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, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

UNDERWOOD MANAGEMENT
SERVICES GROUP, LLC

By: _____

Name: William F. Underwood II

Title: Manager

ATTEST:

Print Name: -----

Title: -----

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH 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 _____ day of _____, 2016.

NOTARY PUBLIC
My Commission Expires: _____

MDC

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

TOWN MANAGER:

Town Charter Description of Duties for Town Manager:

~~1)4)~~ As the chief administrative officer, the Town Manager shall perform all duties delineated in the Town Charter as Items 1 to 12 with the exception of the following changes to Items Nos. 3, 6., and 10:∴

3. Ensure that all laws, provisions of this charter, and acts of the council are faithfully executed, with the exception of any laws, charter provision, or acts of council suspended, placed on hold, or otherwise impractical to enforce.

6. Does not draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.

10. Submit to council, and make available to the public, a complete report on finances and administrative activities of the town as of the end of the fiscal year, but no later than 180 days after the end of the fiscal year.

~~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.~~

~~e. Ensure that all laws, provisions of this charter, Town's Vision and acts of the council are faithfully executed, with the exception of any laws, charter provision, or acts of council suspended, placed on hold, or otherwise impractical to enforce.~~

~~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 secretarial 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 when Audit is presented for approval each year, as of the end of June of each fiscal year. This Town Management Report will be part of the annual evaluation process by the Town Council.~~
- ~~m. Perform such other duties as are specified in this charter or as may be required by the council.~~

**Town Manager Operational
Responsibilities:**

1) Meetings

- a. Prepares all regular, ~~special, intergovernmental coordination~~ and workshop meeting agendas with the Town Attorney.
- b. Coordinates all regular, special ~~meetings~~ and workshops meetings (location, preparation and legal advertising)

2) Contract Manager

- a. Monitors or causes to be monitored 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 for ~~to ensure~~ adherence to contractual obligations and report to Town Council when contract is not being fulfilled. Corrective measures will be recommended ~~to by~~ 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, and 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 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 Sheriffs 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. ~~Oversees~~ **Manages** the Town's Code Enforcement Officer
- ~~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

1. Present the draft Budget to the Financial Advisory and Audit Committee ~~with explanations of basis for each major line item and budget forecast~~ and obtain. ~~Obtain~~ the Committee's input before recommending to the Town Council.
11. ~~Research, prepare and present annual budget for approval~~
- iii. ~~Research and propose millage rate necessary to fund the operations of the Town, consistent with state law.~~
- iv. ~~Meet with Town Council members and Town Attorney to finalize budget.~~ v. ~~Schedule and legally advertise budget hearings (coordinate with PBC Property Appraiser's Office; Dino Maniotis)~~
- vi. ~~Non-Ad Valorem Assessment Preparation:~~
 1. ~~Update NAV database~~
 2. ~~Transmit to PBC Tax Collector's Office~~
 - vn. ~~Coordinate with the Town Attorney on the budget and special assessment schedule of hearings, and required notices.~~
 - b. ~~Annually review and update database and other information for:~~
 - i. ~~Property valuations and necessary millage rates~~ ii. ~~State of Florida 1/2 cent sales tax~~
 - iii. ~~State of Florida Local Option Gas Taxes (5 cent and 6 cent)~~
 - iv. ~~State of Florida Communications Service Tax~~ v. ~~State of Florida Revenue Sharing~~
 - vi. ~~Palm Beach County Water Utilities Department Franchise Fee~~
 - vn. ~~FPL Public Utility Tax and Franchise Fee~~ viii. ~~All other revenue sources~~
- c. Procurement:
 1. ~~Purchasing Agent for Town~~
 11. Develop and adhere to the Town's Procurement Procedures Manual and the Town's Procurement Ordinance.
 111. 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:

- a. ~~O oversees~~ Manages Town Clerk's ~~daily, monthly and yearly~~ activities as delineated in the Town Charter.

8) , Communication with residents and property landowners:

- a. Maintains all design and content and keeps current the Town's official website.
- b. Providing residents multifaceted municipal information venues through the use of technology. ~~Creates, edits and produces monthly newsletters and all flyers for special meetings, workshops and events.~~
- c. Keep Town Council apprised of Town issues. ~~Provide information on resident and property owner inquiries to Town Council as may be requested~~

9) Water Control District:

- a. Work cooperatively with the Loxahatchee Groves Water Control District, ~~including with its Administrator, and as may be directed by the Town Council.~~

b. ~~Attend the Intergovernmental Coordination Committee meetings between the Town and the Water Control District~~

10) Technology:

- a. Maintains and keeps current all software subject to town's annual budget.~~pending Town Council funding.~~
- b. Maintains and keeps current all computer hardware subject to town's annual budget.~~pending Town Council funding.~~
- c. Maintains an official on-site and off-site backup of all information stored on the Town's computer subject to town's annual budget.~~pending Town Council funding.~~

11) Meetings attend~~ance~~anced by the Town Manager:

1. The Town Manager or designee is expected to attend all the following meetings: 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, Special, and workshop Meetings~~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

2. Town Manager shall determine attendance for other government agency and association meeting on an as needed, when needed basis.

- e. ~~Palm Beach County League of Cities~~
- f. ~~Loxahatchee Groves Water Control District (LGWCD)~~
- g. ~~Intergovernmental Coordinating Committee on an as needed, when needed basis. (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 9:00am to 4:00 pm, except government holidays as identified by Palm Beach County.~~as approved by the Council.~~

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

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

~~Financial Advisory and Audit Committee~~

~~Roadway, Equestrian Trails and Greenway Advisory Committee
Planning and Zoning Board~~

For all Town Council, committee and board meeting ~~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 constitute 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 as agreed upon by the Town Council and town Management 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 prepared by the Town Clerk ~~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, and other documents as necessary.
- ~~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~~ of Town Management Services along with the Town Management Report ~~through June of the current year prepared by the Town Manager.~~ This annual review of the Contract for Town Management Services shall occur no later than May ~~June~~ August 1st of each year or no longer than 180 days after the end of the fiscal year. The Town Council 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:

- o Administers all functions of the Town Clerk duties in accordance with records-~~management and election procedures in accordance with State Statutes, and Town Charter and Code of Ordinances; attends Town Council meetings and prepares minutes;~~
- o ~~Acts as the Town election official and coordinates all activities relating to the Election Process for all elections.~~
- o ~~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.~~
- o ~~Prepare Council Agenda for Regular Meetings, Special Meetings, Workshops and Committee Meeting Packets~~
- o ~~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.~~
- o ~~Prepares and finalizes meeting minutes for Town Council approval o Prepared and finalized minutes for Committee and Board meetings o Index final adopted version of the minutes of Council meetings.~~
- o ~~Records all meetings and uploads to the Town's website o Index ordinances and resolutions~~
- o ~~Maintain index of agreements/contracts between Town and various entities or individuals.~~
- o ~~Answer telephone, correspondence and citizen inquiries, including those regarding Town records or ordinances.~~
- o ~~Prepare proclamations and certificates.~~
- o ~~Prepare and transmit deeds to the Clerk of Court for recording in the public records of Palm Beach County.~~
- o ~~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

From: Lisa Dudding [mailto:Lisa@southfloridafair.com]
Sent: Monday, November 16, 2015 12:27 PM
To: William (Bill) Underwood, II
Subject: FW: FREE EXHIBIT LOCATION DURING SOUTH FLORIDA FAIR

Dear Community Leader:

On January 15, 2016, the South Florida Fair will open its doors for the 104th time. The theme of the Fair is "Discover the Palm Beaches" and we are working closely with the Tourist Development Council and its agencies, as well as the business and agriculture communities, to produce an outstanding Exposition that will showcase the tremendous beauty and assets of the County in which we live.

This year to enhance the theme, we are offering all Palm Beach County municipalities a FREE space at the Fair to highlight everything you feel makes your area special. The display does not have to be manned – but certainly can be on the days you choose to interact with the Fair visitors.

We will be holding three informational meetings so we can provide you (or your designee) with further details and see the exhibit location. Please make every effort to have someone from your municipality attend on your behalf. This is an exceptional opportunity to show our over 500,000 visitors to the Fair all of the amazing aspects of Palm Beach County.

The meeting dates and times are:

- Monday, November 23 at 4:00 p.m.
- Tuesday, December 8 at 8:30 a.m.
- Wednesday, December 9 at 4:00 p.m.

The meetings will take place at the South Florida Fairgrounds conference room located in the Exposition Center/Admin Building. Enter Gate 10 from Fairgrounds Road and the guard will direct you. Kindly let me know by response to this email which meeting you will have someone in attendance. If for some reason, you are unable to attend one of these meetings, you are more than welcome to give me a call at the numbers below and we can schedule an individual site visit.

Victoria A. Chouris
Vice President/COO
South Florida Fair and Palm Beach County Expositions, Inc.
P. O. Box 210367
West Palm Beach, FL 33421
Office – 561-790-5215
Cell – 561-685-3257
Fax – 561-790-5210



JANUARY 15-JANUARY 31

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO.

MEETING DATE: 01/05/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Engineering Order to include OGEM on Collecting Canal and B Road

1.BACKGROUND/HISTORY

Problem Statement: (1) The Town Council requested engineering an order to the B Road Contract to include OGEM Collecting Canal east and west of B Road for a specified distance. (2) The developers of B Road will not participate in funding the extension. What is the Town’s policy on whom will fund the Collecting Canal OGEM extension and therefore all future road improvement work?

Problem Solution: (1) Provide Town Council with an engineering order to incorporate construction of OGEM on Collecting Canal within the B Road construction project. (2) Establish road improvement policy.

At the Town Council meeting of October 20, 2015, the Council determined they would like to improve both east and west Collecting Canal from the B Road intersection.

2.CURRENT ACTIVITY

This office met with the Town engineer and has received the work program for to improve both the west and east side of Collecting Canal from B Road. An alternate was also submitted to provide the Collecting Canal improvement from B Road east about ¼ of a mile. The two (2) options are:

Our fees for the services outlined above shall be as follows:	<u>OPTION 1</u> East & West	<u>OPTION 2</u> East Only
Task 1 – Geotechnical Engineering Services	\$ 2,000.00	\$ 1,200.00
Task 2 – Land Surveying Services.	\$ 5,400.00	\$ 2,800.00
Task 3 – Roadway Design Services.	\$19,500.00	\$10,500.00
Task 4 – Permitting Services	\$ 3,000.00	\$ 2,500.00
Task 5 – Drainage Easements.	\$10,000.00	\$ 5,500.00
Task 6 – Bid Phase Services.	\$ 2,000.00	\$ 1,500.00
Task 7 – Construction Phase Services	\$11,000.00	\$ 6,000.00
Estimated Direct Expenses	<u>\$ 500.00</u>	<u>\$ 350.00</u>
TOTAL	\$53,400.00	\$30,350.00

Task 8 – 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 24th, 2013.

However, before this office recommends either OPTION 1 or OPTION 2, the Town Council should set a policy regarding the specifics of when, where, who, how, why, and what road improvements constitute. The Town Council has already set a precedent for road improvements. The Town has already spent over \$300,000 on OGEM or micro-surfacing about 2.5 miles for improved Town roads without any citizen contribution for the improvements.

For Council consideration is a road improvement policy first reviewed and approved by the FAAC in August 2014. We staff developed an acceptable policy and received constructive input from the FAAC in its present form.

3.ATTACHMENTS

Road Improvement Policy Approved by FAAC
Engineering Work Authorization

4.FINANCIAL IMPACT

Not applicable at the present time without a policy staff would not recommend moving forward with this project.

5.RECOMMENDED ACTION

Motion to approve the road improvement policy (with changes), if necessary and approve OPTION 2 proposal from the Town engineer and authorizing the appropriate official to execute the engineering work program.



KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

Town of Loxahatchee Groves (Client)
155 F Road
Loxahatchee Groves, FL 33470

November 9th, 2015
revised December 30th, 2015
Project No. 14-1057

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

Reference: **“Collecting Canal 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 Collecting Canal Road from the terminus of the existing OGEM surface from approximately ¼ mile west of C Road to ¼ mile west of B Road in Loxahatchee Groves, Florida, for an approximate length of 2700 LF. 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 B Road OGEM Improvements project

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 prepare a Topographic Survey for it's own design purposes of Collecting Canal Road for the limits of this project, approximately 2700 LF. The design survey will include those physical visible and accessible elements required for Consultant's design needs for the subject roadway link.

“Maintenance Maps” are assumed to be provided by the Town and therefore, are not included in this scope.



3. Roadway Design Services

Consultant shall prepare construction plans, details and specifications, suitable 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. 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 north 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. The design will include the connections to the B Road OGEM improvements at the intersection of Collecting Canal Road and B Road.

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
- South Florida Water Management District (SFWMD) – Environmental Resource Permit (if required)
- 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. Drainage Easements

Consultant shall coordinate and correspond with the residents adjacent B Road to request permission for drainage easements in order to improve the outfall functionality of the drainage associated with B Road Improvements. Additionally, upon the respective property owners agreement, Consultant shall prepare legal descriptions and associated graphic depictions for each easement that will ultimately be incorporated into the construction documents. These documents shall be suitable for recordation (by others) in Palm Beach County and are provided for a fee of one thousand dollars (\$1,000.00) each.

It is our understanding that the Client may choose to only design / construct the eastern portion of this project of Collecting Canal Road from B Road east to the terminus of the existing OGEM surface. We anticipate a total of four (4) easements required for the East portion only, and seven (7) easements for both East and West. Our services associated with the coordination and correspondence efforts shall be invoiced hourly with not to exceed budgeted amounts as reflected in the Fee Schedule.

6. 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.

It is assumed that this project will be included with the bid associated with the B Road OGEM improvements project and therefore, the same contractor will execute this part of the work utilizing the same specifications as "B Road". Our services will include supplemental services to incorporate the Collecting Canal Road improvements into the bid package for the B Road improvements.

7. 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 together with "B Road" construction without interruption except those due to weather, or unless specifically mentioned herein. These services include:



Routine and Regular Construction Observation: Consultant will make periodic visits to the project site at its 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 additional period of two (2) months for construction phase of the subject improvements to that of "B Road" schedule 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.
- Review backfill density test reports prepared by others for compliance with design specifications.
- 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.

8. General Consulting Services / Meeting Attendance

General consultation to the Client, its 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.

It is our understanding that the Client may choose to only design / construct the eastern portion of this project of Collecting Canal Road from B Road east to the terminus of the existing OGEM surface (1/4 mile east of B Road). Therefore, this proposal is being presented with two (2) options:

- OPTION 1: Both East and West**
- OPTION 2: East Only**



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

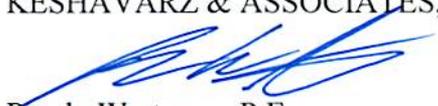
	OPTION 1 <u>East & West</u>	OPTION 2 <u>East Only</u>
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Estimated Direct Expenses	<u>\$ 500.00</u>	<u>\$ 350.00</u>
TOTAL	\$53,400.00	\$30,350.00

Task 8 – 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 24th, 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.


Randy Wertepny, P.E.
Vice President of Engineering



KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

AUTHORIZATION STATEMENT

PROFESSIONAL ENGINEERING SERVICES

for

“Collecting Canal Road” OGEM Improvements

Loxahatchee Groves, Florida

I hereby acknowledge and agree with all the conditions reflected in the attached proposal dated December 30, 2015, together with the "Contract Provisions" and authorize the commencement of work by Keshavarz & Associates, Inc. by my signature as the representative of the entity responsible for payment of invoices for the described task.

OPTION 1: EAST & WEST \$ 53,400.00

NAME AND TITLE: _____

ACKNOWLEDGMENT: _____

DATE: _____

OPTION 2: EAST ONLY \$ 30,350.00

NAME AND TITLE: _____

ACKNOWLEDGMENT: _____

DATE: _____

TOWN OF LOXAHATCHEE GROVES
CAPITAL IMPROVEMENT PROJECTS
COST SHARING POLICY

PURPOSE: The purpose of this policy is to provide an orderly and efficient method for the Town to balance the public service needs of the community with the fiscal capabilities. ([See Resolution No. _____](#)). New Programs, services, or facilities shall be based on:

1. General citizen demand
2. Need
3. Or legislative mandate.

The Town shall provide funding for public services on a fair and equitable basis, and shall not discriminate.

POLICY: There is hereby established a policy for the creation of an assessment procedure for levy, collection, and adjustment of non-ad valorem assessments:

I. AUTHORITY

A. SECTION 166.021, F.S.

1. The legislative and governing body of a town shall have the power to carry on municipal government. To the extent not inconsistent with general or special law, this power shall include, but shall not be restricted to, the power to establish and subsequently merge or abolish capital improvement projects hereunder, for any part or all of the incorporated areas of the town, within which may be provided specified services.

B. SECTION 197.3632, F.S.

1. Non-ad valorem assessments may be collected in the same manner as ad valorem taxes, provided the Town Council of the Town of Loxahatchee Groves enters into a written agreement with the Property Appraiser and Tax Collector for reimbursement of necessary administrative costs, and provided the Town Council adopts a resolution at a public hearing prior to January 1 of each year stating its intent to use the uniform method of collecting such assessments.

II CREATION

- A. It shall be the policy of the Town Council of the Town of Loxahatchee Groves to require property owners residing on unimproved town roads who wish to have their roads improved may do so by petition process; however, the Town Council, at its discretion, may establish a minimum service area requirement.
- B. Once the petition is completed and application is submitted, and {associated fee} a cost estimate will be prepared and the Town Council approved letter/vote card will be mailed to the benefitting property owners.
1. All services are to be located on Town owned right-of-way, excepting situations wherein the affected properties owners are 100% responsible for the cost.
- C. The vote card must be signed and returned within 45 days of the date of the letter. The vote cards will be verified to determine that at least 51% of the benefitting responding property owners (or other options for determining basis for 51%) within the proposed unit boundaries signed in favor of the petition. Such verification shall be accomplished by comparing the vote card with the existing tax rolls of the Property Appraiser. The Town Council may also, at its discretion, increase the required percentage of signatures on a letter/vote card.
- D. Upon verification that 51% of the benefitting property owners (or other options for determining basis for 51%) signed in favor of the improvement, staff shall proceed with scheduling the project for public hearing. If the required 51% is not obtained within the 45 day period, the application will be deemed invalid and a letter will be mailed to the applicant to notify them that the requested improvement has not met the signature requirements.
- E. CAPITAL IMPROVEMENT PROJECTS
1. The Town shall develop a “Scope of Project”, engineering cost estimate and a preliminary budget and assessment rate based on the engineering estimate.
 - ~~2.~~ 2.—For Road Paving projects only, roads that are maintained by Town of Loxahatchee Groves will receive a contribution from Town of Loxahatchee Groves for fifty one-third (1/3) 50% of the all costs associated with the construction cost and the affected property owners will be responsible for two-thirds (2/3) fifty 50% of the construction cost.

3. On roads that are not town maintained, in addition to any other type of capital improvement project, the affected property owners will be responsible for 100 percent (100%) of the construction costs. Construction cost will include engineering services such as permits, surveys, inspections, testing and design. The full cost of these items is the responsibility of the affected property owners.
4. Any additional property that is required to complete a paving and drainage project, i.e. right-of-way, drainage retention areas, etc., as determined by Town's engineer, should be donated to the Town prior to the design phase of the project.

F. OTHER SERVICES AUTHORIZED UNDER SECTION 166.021

1. The Town shall develop a recommended project scope and assessment method with input from the petitioner's representative for submitting to the Town Council of the Town of Loxahatchee Groves.
 2. The project scope shall include but not be limited to the following:
 - (a) Legal description
 - (b) Plat of project area
 - (c) Location plan (if applicable)
 - (d) Operational and capital budget
- G.** Upon receipt of the Scope of Project, the Town staff will recommend to the Town Council the procedures for implementing and funding the proposed improvement (per front foot assessment, per lot assessment, per parcel assessment, per acre assessment) and recommend a date for a public hearing.
- H.** The Town staff shall request an assessment roll for the affected area from the Property Appraiser and shall certify the correctness of the roll for submitting to the Town Council at the same time the ordinance is adopted.
- I.** The Town Attorney shall prepare an ordinance creating the improvement area (IA) for review by the Town Council.
- J.** The Town Attorney will ensure the proper advertisement of a public hearing for the purpose of adopting the ordinance creating the improvement area (IA). The notice shall be published at least once 10 days prior to the scheduled hearing date. The Clerk's Office shall be responsible for actual placement of the advertisement. On roads

that are not Town maintained, the petitioner shall be responsible for paying the cost of the advertisement directly to the newspaper.

- K. The Town staff will ensure the proper notice to each affected property owner by first class mail advising them of the date and time of the public hearing for the purpose of adopting the ordinance creating the improvement area (IA).
- L. Between June and September of each year, the Town will hold a public hearing to adopt the proposed non-ad valorem assessment roll for each new improvement area (IA) created during the preceding calendar year. The notice requirement and conduct of the hearing will be in conformance with the provisions of Section 197.3632, F.S. In addition, a similar public hearing will be required in following years whenever there are changes in the boundaries or the purpose of the improvement area (IA) as outlined in Section 197.3632(4) (a).
- M. All service contracts are to be processed and managed by the Town staff and shall be in compliance with the Purchasing policies established by the Town Council.
- N. An improvement area (IA) may be created at any time during the fiscal year. However, implementation shall coincide with the adoption of the annual Town budget October 1. Valid petitions should be submitted by July 1 of the preceding year. All new improvement areas (IAs) must be created (ordinance adopted) by January 1 of each year in order to be implemented the following October.

III. AMENDMENTS TO EXISTING IMPROVEMENT AREAS (IAs)

- A. Any change in an existing improvement area (IA), such as additional must be reviewed by the Town staff and the petitioner's designated representative. Any proposed revision resulting in an increase or decrease in the services provided to the improvement area shall be reviewed by staff, which shall determine if a public hearing is necessary prior to approval of the revision.

IV ADMINISTRATIVE PROCEDURE FOR ADOPTION OF AN IMPROVEMENT AREA BUDGETS AND ASSESSMENT ROLLS

- A. The Town staff shall prepare the budget for the improvement area (IA) during the annual budget hearings and ensure that they are presented and adopted by the Town Council at the same time and fashion as the adoption of the Town's Annual Budget. The Town Attorney shall prepare the resolutions documenting the Town Council's approval of the improvement area (IA) budgets at the

final public hearing to adopt the Town-wide budget.

- B. The Town management shall cause notice of the two public hearings (tentative and final) to consider adoption of the proposed improvement area (IA) budgets to be published in the form of a legal advertisement in a newspaper of general circulation. The two public hearings on the adoption of the improved area (IA) budgets shall also serve as the hearings to adopt the improvement area assessments.
- C. The Town staff shall prepare the IA assessment rolls annually and present them to the Town Council for adoption at the same time as the resolution and Town-wide budget. The Town staff will ensure that the assessment roll certifications are submitted to the Property Appraiser and Tax Collector for collection as set forth by F.S., Chapter 197.332.
- D. Upon the annual adoption of the IA assessment rolls, such rolls shall be certified by the Town staff to the Property Appraiser and Tax Collector by September 15 for billing and collections for that year. (Authority under Chapter 197, F.S.)
- E. Assessments become delinquent after April 1, and failure to pay may result in a lien levied against the property and may result in the sale of a tax certificate in accordance with 197.432, Florida Statutes.
- H. In the case when an individual IA is closed out, residual monies remaining in the Fund totaling 10% or more of the original up-front budget will all be refunded back to the property's current owner of record as originally assessed, i.e., per lot, front footage, parcel, etc., unless the refund amount is less than \$50.00. Any residual monies remaining in the Fund totaling less than 10% of the original up-front budget will be transferred to the affected department, i.e., Transportation. Any shortages of monies within an individual IA Fund at close-out shall be transferred from the affected department into the IA Fund.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO.

MEETING DATE: 01/05/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Culvert Replacement Policy

1.BACKGROUND/HISTORY

Problem Statement: Town Council has not established a policy with regard to culvert replacement under Town roads.

Problem Solution: Town Council establishes a culvert replacement policy that can be adhered uniformly to all Town roads and residents.

Through our tenure with the Town, the Town has set a precedent and undertaken and replaced privately owned and installed culverts for citizens at no cost to those citizens on at least three occasions. In those cases, the replacement culverts also served a public purpose. Council discussion on this matter has varied from time to time indicating an inconsistency of applied policy to the issue.

2.CURRENT ACTIVITY

Recently, the matter of an applied consistent policy on culvert replacement has again arisen. At a recent meeting with the LGWCD staff and supervisors, a culvert replacement policy has been proffered by the LGWCD (see attached). There has not been sufficient time to evaluate the proposed LGWCD policy.

Recently, staff has identified and advised Councilmembers of three locations at which culverts cross drain under Town roads are in need of replacement. Culverts under the Town roads that are collapsing or have collapsed are creating a void under the road and thus require fill to keep the road from collapsing. The culvert failure will stop or reduce the flow of water to the canal system and will negatively impact other roads that are protected by the movement of the water to the canal system.

Additionally, a similar issue has arisen due to the B Road (South) improvement project. As the Town engineer is continuing to obtain all necessary permits to begin the bidding process, the LGWCD has indicated the permit for the B Road improvement incorporate privately owned culverts to be included in the design of the project. Pursuant to the LGWCD permit stipulation, the Town engineer is required to verify that all privately owned culverts that cross drain under the road be inspected to verify the pipes are in good condition and do not require replacement.

There could be an issue with the Town entering private property for inspection, and there is no

indication of what happens when a culvert is determined to need replacement. Does the LGWCD pay for the replacement (as their long standing policy allows), the property owner, or the Town? We submit and stipulate that replacement could be for a public purpose; however, the Council should set a uniform policy that can be applied to all culverts that serve a public purpose.

3.ATTACHMENTS

LGWCD Proposed Culvert Policy
Letter dated December 14, 2015, from the LGWCD.

4.FINANCIAL IMPACT

The fiscal impact is unknown at the present time. A survey of all culverts under Town roads must be accomplished before an estimate of cost can be provided.

5.RECOMMENDED ACTION

Motion to instruct staff to return with a policy for adoption which establishes that culverts under Town owned roads that serve a public purpose can be replaced by the Town provided the affected property owner(s) offer the property upon which the culvert lays to the Town and provides for ingress and egress to the culvert location and hold harmless the Town for any improvement or lack thereof.

DRAFT

December 15, 2015

DEVELOPMENT OF POLICY FOR PROPOSED DISTRICT, TOWN, and LANDOWNER DRAINAGE IMPROVEMENTS

OVERVIEW:

In an ongoing effort for the District and Town to provide transparency and to seek a unified understanding for addressing drainage issues within the District and Town, the following is presented for consideration.

ISSUES:

District and Town staff have been contacted by District and Town landowners regarding inadequate drainage of District and Town maintained roads and inadequate drainage of their property.

The design and construction of most of the District roads direct storm-water away from the District's canal and toward landowners' property, in some instances creating ponds within the District's roads. Draining into landowners' property adjacent and outside of the District's road solves this problem when the adjacent landowner agrees to allow discharge onto their property. No documentation is typically on file for most of these situations and landowners can and have cut off road drainage resulting in District/Town road flooding.

The design and construction of many of the Town roads identified on the Town's Gas Tax Map included ditches adjacent to Town roads that have been overgrown, filled in, and in many cases are not connected to the District's main canals.

The Town is encouraging Town road landowners to dedicate their road and drainage easements to the Town in fee simple title so that the Town can expend public funds to improve these roads and ditches. This is not current Town policy.

PRIMARY SOLUTION:

The primary solution is for the District to secure a legal right from the landowner to discharge to the landowner's property outside of the District's road. The District could then direct the storm-water to either an existing culvert or a yet to be constructed culvert from the landowner's property to the District's canal.

POLICY DISCUSSION:

Who should pay for the analysis of these sub-basins, engineering design and permitting, survey and legal services, and physical improvements? Additionally, in what priority are these flooded areas to be addressed?

For discussion purposes, the following alternatives are offered in no particular priority order:

1. No Action - results in continued road flooding, continued high maintenance, continued landowner flooding.
2. Respond on the basis of first come, first served.
3. Respond on the basis of a property owners' commitment to provide a perpetual drainage easement.
4. Respond on the basis of a property owner's financial contribution toward the drainage improvement.
5. Respond on the basis of the District and Town's field history and experience.
6. Respond on the basis of an engineering analysis.
7. Respond on the basis of cost sharing between landowner and District or landowner and Town of Loxahatchee Groves, or a combination of all entities.
8. Other, to be determined by public input and District Board of Supervisors and Town Council directives.

BASIC CONSIDERATIONS:

1. The District and Town cannot expend funds to benefit private property.
2. The District and Town must be transparent, unbiased, and fair as to prioritizing drainage improvements and expending District or Town public funds.
3. The District and Town must obtain a perpetual drainage easement from landowners prior to expending funds on private property for the benefit of District/Town roads.
4. The District cannot expend District public funds to improve Town roads.
5. The Town cannot expend Town public funds on roads they do not own.
6. The District and Town staff must thoroughly review proposed District, Town, or Developer paving projects to assure adequate drainage is provided for abutting Town roads.

EVALUATION GUIDELINES:

Attached as Exhibit “A” is an evaluation matrix using the proposed guidelines below for justifying the priority, funding entity(s), and other basis for proceeding with a particular project.

Key questions considered in the evaluation matrix are:

- a) Why is the improvement needed?
- b) Is this a life-safety issue?
- c) Is the improvement time critical for construction?
- d) Who benefits from the improvement?
- e) Is anyone negatively impacted by the improvement?
- f) Is the improvement in a public right of way or easement?
- g) Who pays for the improvement?

Recognizing that the District and Town have limited resources it is necessary to prioritize improvements to make the best use of available funds. The highest priority projects are those affecting the public’s life-safety. Culvert failures resulting in road/canal washouts are likewise high priority projects. See Exhibit A for prioritization of the example cases discussed below.

Pursuant to a July 30, 2014 LGWCD draft policy, LGWCD cited its unwritten, long-time district practice of installing district culverts at no cost to landowners if landowners pay for the culverts. LGWCD provided two examples of this policy by identifying culvert replacements for landowners on North A Road and F Roads using.

EXAMPLE CASES:

CASE 1: District staff has worked closely with several landowners, Ms. Bea Pignato, Mr. Dan Haunert, and Mr. Phearcher Odums, Jr., regarding drainage on North “E” Road at the northeast corner of North “E” Road and Okeechobee Boulevard.

Mr. Haunert spear-headed obtaining a District permit for the construction of a culvert located at Mr. Odums’ property and discharging to the “E” Canal. The District issued a permit to Mr. Odums on December 11, 2012 and construction of the culvert was completed in early 2013. This effort was fully funded by the landowners.

After the construction of Mr. Odums’ culvert, the District directed flooding within the North “E” Road easement to Mr. Odums’ culvert. The landowners felt it was unfair for the District to use this culvert for District road drainage since the District did not participate in the cost of constructing the culvert. Therefore, the landowners created field blockages to preclude the District road drainage from accessing Mr. Odums’ culvert.

Following discussions, Ms. Pignato and Mr. Odums proposed providing the District with a 20-foot easement adjacent to the District’s road and conveying ownership of Mr. Odums’ culvert in exchange for \$3,500.00, the cost the landowner’s expended installing Mr. Odums’ culvert, and the District accepting maintenance responsibility for the culvert. The District would then be able

to drain to the 20-foot adjacent to the road and drain to and through the then District owned culvert.

Analysis:

1. North “E” Road at the subject location is a life-safety issue when it is not draining to the subject culvert.
2. The landowners are willing to provide the District with a drainage easement. It is noted that the Palm Beach County Property Appraisers Office 2015 evaluation of land in Loxahatchee Groves establishes a taxable value of \$106,643 for a 5 acre parcel. A typical 20’ wide drainage easement along the frontage of a 5 acre parcel would be approximately 6600 square feet. The land value of the easement would then be \$3514.50 based upon the square footage cost reduced by 25% to account for the land being provided as an easement instead of sold outright to the District.

Recommendation: District should pay the landowner \$3,500.00 in exchange for drainage easement and conveyance of ownership of subject culvert to District.

CASE 2: Landowner Barbara Lorenz contacted District staff in early 2013 regarding inadequate drainage on 24th Circle North and North “C” Road. An initial Landowners Meeting of the residents of 24th Circle North was held on April 2, 2013 and included Town Vice-Mayor Ron Jarriel. It was agreed surveys would be acquired for the affected landowners to determine what road and/or drainage easements exist.

At the second Landowners Meeting on April 19, 2013, Ms. Lorenz provided the affected landowners’ surveys and it was determined the landowners had a road easement that could provide ingress-egress and drainage. It was generally understood that the landowners would convey these road easements to the Town prior to drainage improvements being made by a yet to be determined entity(s).

In early July 2014, Ms. Lorenz contacted District staff to inform staff that select landowners were going to proceed to excavate a ditch along 24th Circle North. District staff stipulated the District would need a perpetual drainage easement prior to a culvert being installed under North “C” Road to the North “C” canal from the ditch for 24th Circle North. The cost of the culvert under North “C” Road would presumably be paid by the Town or the landowners since it drains a Town road. However, it could be that the District should participate in the cost of the pavement and base restoration since the culvert should have been installed prior to the pavement construction.

Analysis:

1. The landowners are willing to provide the Town and District with a drainage easement.
2. The landowners are willing to pay for drainage ditch improvements.

Recommendation: Town should pay for construction of culvert under North “C” Road connecting landowner ditch with North “C” Canal.

CASE 3: The Palm Beach State College and developers of property nearby are obligated to pave South “B” Road from Southern Boulevard to Okeechobee Boulevard. The “saw tooth” drainage design discussed would include catch-basins and culverts installed at regular low point intervals so as to adequately drain South “B” Road.

Several Town roads, such as San Diego Drive and Los Angeles Drive, connect with South “B” Road and will need drainage culverts under South “B” Road to the South “B” Canal. It needs to be determined who would pay for the culverts at these locations in the event the drainage design for South “B” Road does not coincide with a catch-basin and culvert at the location of these Town roads.

Analysis: The landowners are willing to pay, per their Development Order, to design, permit, and pave South “B” Road from Southern Boulevard to Okeechobee Boulevard.

Recommendation: During review of the design plans, the Town and District should address drainage of Town roads on the east side of South “B” Road. Either the Town or landowners should pay for any culvert necessary for the drainage of the Town roads.

CASE 4: A landowner at the southwest corner of South “E” Road and 6th Court North desires to enhance the appearance of South “E” Road from 6th Court North to Citrus Drive. The proposed improvements include relocating a fence currently located within the District’s road easement to the landowners’ property line, relocating a drainage ditch west to the landowners’ property line, but within the District’s road easement, and extending one culvert crossing South “E” Road and relocating the outfall culvert at Collecting Canal. All of the proposed work is to be permitted and funded by the landowner.

Analysis: The landowners are willing to pay for the drainage improvement.

Recommendation: Have the landowner acquire a District permit for the proposed improvement.

CASE 5: A landowner's culvert pipe crossing under a District/Town road (that has not been surfaced with OGEM) fails resulting in a localized road failure. The District/Town conducts an emergency repair to replace the culvert to keep the road open for public travel.

Analysis: Landowners are responsible for maintaining their culverts. The replacement of the failed culvert is therefore the landowner's obligation.

Recommendation: The landowner should be provided the option of reimbursing the District/Town for the culvert repair through direct payment or by dedicating a drainage easement along the road frontage of their property. Non-payment would result in a lien being filed by the District/Town.

CASE 6: A bridge culvert for a private road crossing a District canal fails cutting off access to several homes. The property owners sharing the culvert crossing are not able to agree upon the cost for replacing the culvert. The District conducts an emergency repair to replace the culvert and keep the road open.

Analysis: Landowners are responsible for maintaining their culverts. The replacement of the failed culvert is therefore the landowner's obligation.

Recommendation: The landowners should be provided the option of reimbursing the District for the culvert repair through direct payment or by forming a Unit of Development (UOD) for tax assessments to pay for the culvert over a period of time. The cost of forming the UOD would be included in the total amount reimbursed by the tax payments. Non-payment would result in a lien being filed by the District against all parcels served by the bridge culvert.

SUMMARY:

It is recommended the Intergovernmental Coordination Committee review, discuss, and revise the elements presented here for the development of a Drainage Policy and provide the District Board of Supervisors and the Town Council a proposed Drainage Policy for their review, discussion, revision, and implementation.

EXHIBIT A

LGWCD Policy Matrix for Drainage Improvements

Criteria	District	Town	Public	Landowner	Priority Level*	Comments					
SITE LOCATION:	Odums - NE corner "E" Road and Okeechobee Boulevard					Example Case 1					
Improvement Requested:					2	This improvement is needed for road drainage					
Culvert pipe under "E" Road											
Property Ownership/Easement									X	*easement has not been granted	
Who is impacted by current condition?									X		
Who benefits from the improvement?							X	X	X	X	*assuming easement is granted
Funding Source	X				in exchange for easement						
SITE LOCATION:	24th Circle and North "C" Road					Example Case 2					
Improvement Requested:					2	This improvement is needed for road drainage					
Culvert pipe under "C" Road											
Property Ownership/Easement								X			
Who is impacted by current condition?								X		X	
Who benefits from the improvement?							X	X		X	
Funding Source	X	X			Split cost						
SITE LOCATION:	South "B" Road paving					Example Case 3					
Improvement Requested:					3	This improvement is needed to provide pipes at all side roads not included in Developer's plans					
Culvert pipes under "B" Road											
Property Ownership/Easement								X			
Who is impacted by current condition?								X		X	
Who benefits from the improvement?								X	X	X	
Funding Source		X									
SITE LOCATION:	South "E" Road and 6th Court North					Example Case 4					
Improvement Requested:					4	This improvement is requested by property owner					
Extend culvert pipe under "E" Road and relocate Collecting Canal outfall											
Property Ownership/Easement							X				
Who is impacted by current condition?										X	
Who benefits from the improvement?										X	
Funding Source				X							
SITE LOCATION:	Hypothetical					Example Case 5					
Improvement Requested:					1	This improvement is needed for road drainage					
Culvert pipe failure under road											
Property Ownership/Easement							X	X			
Who is impacted by current condition?								X	X	X	
Who benefits from the improvement?							X	X	X	X	
Funding Source				X							
SITE LOCATION:	Hypothetical					Example Case 6					
Improvement Requested:					1	This improvement is needed for canal drainage flow					
Culvert pipe failure in canal											
Property Ownership/Easement										X	
Who is impacted by current condition?							X			X	
Who benefits from the improvement?							X			X	
Funding Source				X							

* Priority level 1 to 4 is high priority to low priority

Memorandum

Date:	December 14, 2015	To:	Steve Yohe, District Administrator
From:	James F. Noth, PE	Office:	Royal Palm Beach, FL
Project Name:	B Road OGEM Pavement Surfacing Project	Project No.:	60196.06
Subject:	Review for Drainage	Copy:	

Our review of the B Road OGEM Pavement Surfacing Project roadway plans finds that the plans are in substantial conformance with Loxahatchee Groves Water Control District requirements and procedures with the following comments:

Comments:

1. The condition of the existing cross drains under the road (for instance at approximate Stations 26+75, 33+50, 40+25, 47+20, 60+60, 68+80, 73+95, and 77+40) should be verified to confirm that the pipes are in good condition and do not require replacement.
2. Paved aprons on the north and south sides of the new inlets should be provided.
3. Section A-A on sheet C-21 needs to include filter fabric under the rubble rip-rap.

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Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO.

MEETING DATE: 01/05/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Code Enforcement Services Bid Response

1.BACKGROUND/HISTORY

Problem Statement: The Town needs to provide for code enforcement services.

Problem Solution: Prepare bid for code enforcement services and award contract.

As the Town Council is aware, the Town's code enforcement contractor has resigned. Staff prepared a request for proposal for code enforcement services and provided prospective entities approximately thirty (30) days to respond to the proposal. Submittal deadline was December 21, 2015 at 2:00 P. M.

2.CURRENT ACTIVITY

At 2:00 P. M. on December 21, 2015, the Town received no bids to provide code enforcement services. The Town also received no requests for information regarding the bid. This occurred despite the fact that I personally met with one interested individual.

We have continued to reach out to potential individuals to provide the services.

3.ATTACHMENTS

Request for Proposal for Code Enforcement Services

4.FINANCIAL IMPACT

Not applicable.

5.RECOMMENDED ACTION

Motion to authorize staff to continue the search for this service from prospective individuals or firms and return possible solutions to the Town Council as soon as practical.

1 shall not affect the validity of this Ordinance as a whole as a whole or any portion or part
2 thereof, other than the part so declared to be invalid.

3
4 **SECTION 4:** This Ordinance shall become effective immediately upon adoption
5 of the Loxahatchee Groves Council following second reading.

6
7 **PASSED** this _____ day of _____, 2015 upon first reading.

8
9 **PASSED AND ADOPTED** this _____ day of _____, 20____
10 and final reading.

11
12 **LOXAHATCHEE GROVES**
13