



**TOWN OF LOXAHATCHEE GROVES**

**TOWN COUNCIL MEETING**

**AGENDA**

**TUESDAY, FEBRUARY 2, 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, February 2, 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 Attorney Michael D. Cirullo, Jr.
Councilman Tom Goltzené (Seat 5)	Town Clerk Virginia M. Walton
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

MOTION	SECOND	VOTE
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**2. PUBLIC COMMENTS**

- a. Council Response to Public Comments

**3. CONSENT AGENDA**

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

- a. Minutes: January 19, 2016 Town Council Meeting
- b. Invoice for Goren, Cherof, Doody & Ezrol, P.A.

c. Ratify Pavement Marking for Speed Humps

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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**4. PRESENTATIONS**

- a. State Attorney Dave Aronberg – 15<sup>th</sup> Judicial Circuit, Palm Beach County
- b. Diane Suave, Palm Beach County Animal Care and Control
- c. Darlene Malaney, State Representative for the Government Finance Officers Association (GOAF) will present the Certificate of Achievement for Excellence in Financial Reporting Award for the Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ending 2014 to the Town of Loxahatchee Groves.
- d. Palm Beach County Fire-Rescue Annual Report – October 2, 2014 – September 30, 2015

**5. COMMITTEE REPORTS**

- a. Finance Advisory and Audit Committee (FAAC) Report  
Anita Kane, Chair

**6. RESOLUTIONS**

- a. RESOLUTION NO. 2016-07 (Agreement)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND UNDERWOOD MANAGEMENT SERVICES GROUP, LLC; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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- b. RESOLUTION NO. 2016-08 (Speed Limits)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, EXPRESSING THE DESIRE AND INTENT OF THE TOWN COUNCIL TO REDUCE THE SPEED LIMIT OF OKEECHOBEE BOULEVARD WITHIN THE MUNICIPAL LIMITS OF THE TOWN FROM FORTY-FIVE (45) MILES PER HOUR; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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**7. ORDINANCES**

- a. ORDINANCE NO. 2016-01 (First Reading - Council Compensation)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2013-01 TO INCREASE THE COMPENSATION FOR COUNCILMEMBERS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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**8. MANAGER’S REPORT** – Town Manager Underwood

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

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- a. Approval to the Town of a Loxahatchee Groves Water Control District Non-Exclusive Perpetual Use Permit to Use, Construct and Maintain certain Public Recreational Trails with the District Easements.

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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- b. Approval to Reimburse the Water Control District in the amount of \$9,606.75 to install a drainage catch basin and culvert, and make pavement repairs, to the northeast corner of South “F” Road and 6<sup>th</sup> Court North, which are District Roads.

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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- c. Authorization to Establish Speed Limit Policy for Loxahatchee Groves roads

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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**11. COUNCIL REPORTS**

- a. Vice Mayor Ron Jarriel

1. Discussion Relative site clearing (Clear Cut), and residential structures on to agriculture classified properties (continued from 12/1/15, 1/5/16 and 1/19/16 agendas)
2. Discussion Relative to site distance and drainage at intersection of E Road and Collecting Canal Road (continued from 12/1/15, 1/5/16 and 1/19/16 agendas)
3. Discussion and direction for GelTech Solutions Dust Control Pilot Program (continued from 1/19/16 agenda)

## 12. CLOSING COMMENTS

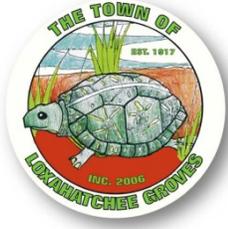
- a. Public
- b. Town Attorney
- c. Town Council Members

## 12. ADJOURNMENT

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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*The next regular Town Council Meeting is tentatively scheduled for February 16, 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, January 19, 2016 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., and Town Clerk Virginia Walton.

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

Mayor Browning asked that on all future agendas there be added a Section 2(a), which would be “Council Response to Public Comments”.

Council Member Goltzené asked that item #11(b)(4) be moved up to Item #10(b).

**Motion:** A motion to approve the agenda as revised, including addendum #1, was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 5 – 0.

**2. PUBLIC COMMENTS**

Keith Harris stated he had obtained a public records copy of the code case for A Cut Above Nursery, including a Zoning Compliance Letter, which had been paid for by Council Member Rockett during the time frame he was actively campaigning for Council Member Liang, and then given to a Wellington official. There was also a Business Tax Receipt; however there were discrepancies in the addresses on these documents for the actual location of this business. Mr. Harris requested the Council have Manager Underwood send a cease & desist order against this company for false information.

Bill Louda, requested the Council re-activate the RETAG Committee, and add environmental issues to this Committee’s responsibilities, but don’t take on additional costs.

Dennis Lipp stated he read the minutes of the previous meeting where the Council asked for more interest from the people in attending meetings. Mr. Lipp stated what you see is what you get, but people are watching at home and one person commenting at a meeting was actually representing multiple residents’ thoughts.

Virginia Standish agreed with Mr. Lipps' comments and added that some people had come before and been very disappointed or chose not to become punching bags. Regarding the item on the agenda for canvassing boards, no member of the Council should be on the canvassing board in an active or passive manner. In case of a tie, the Town Attorney could determine who the canvassing board would be. Regarding the management contract, this team has provided more Staff than any other management company and did good work. The Council should review the agreement carefully, but an RFP was not required.

**Add:**

- a. "Council Response to Public Comments"

Council Member Rockett stated that not all of the facts were presented tonight. He paid for the report only as a convenience and he was reimbursed.

Mayor Browning announced that on Friday, January 29, from 6pm to 8pm, there would be a Reading Event at the Loxahatchee Groves Elementary School to raise money for a Library Re-Make. He urged everyone to attend and support the school.

**3. CONSENT AGENDA**

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

- a. Minutes: January 5, 2016 Town Council Meeting

**Motion:** A motion to approve the consent agenda, as revised in Addendum #1, was made by Council Member Liang and seconded by Vice Mayor Jarriel. Motion passed 5 – 0.

**4. PRESENTATIONS**

- a. State Attorney Dave Aronberg – 15<sup>th</sup> Judicial Circuit, Palm Beach County (continued to the 2/2/2016 agenda)
- b. Diane Swab Suave, Palm Beach County Animal Care and Control (continued to the 2/2/2016 agenda)
- c. Keshavarz & Associates Update on "B" Road Improvements  
(Road Closure Letter, Map and Detour Map)

Randy Wertepny, Keshavarz & Associates, stated they have made significant progress and was now 1 – 2 months ahead of schedule. They were halfway through the permitting process, with the only permit outstanding being the Loxahatchee Groves Water Control District. Regarding the bid process, the legal advertisement would be in this Sunday's paper, with an article to the paper this Thursday. The Attorney was now reviewing the bid documents, and the bid opening date would be March 1, 2016. The project would be bid with two options, with OGEM and alternate of lime rock/asphalt. Mr. Wertepny provided a chart showing the status of easements required.

A sample letter to residents regarding the closure of Collecting Canal Road and "B" Road for approximately three weeks was provided, along with a Detour Map showing them how to get

around the closures. Council consensus was there would be less inconvenience for residents if both roads were closed at the same time, rather than one and then the other. Vice Mayor Jarriel requested that the residents be given at least two weeks' notice prior to closing the roads. Vice Mayor Jarriel added that the sidewalks were in on Southern Blvd. to the east side of the College and was wondering if a bridal path could be added. After discussion, Council decided that having a path for only this section was not likely to be very well utilized.

Ken Johnson asked what the total width of "B" Road would be, would the road be straight and would there be a painted centerline. Mr. Wertepny responded it would be 20 feet wide from Collecting Canal Road to Okeechobee Boulevard, the road would follow the canal and there would be no painted centerline, but there would be painted speed bars. Also there were no stop signs proposed, except for those dead end roads coming off "B" Road.

Jo Siciliano stated the turn from Southern Boulevard onto "B" Road was currently very steep for trucks hauling trailers and asked if that would stay the same. Manager Underwood stated he had not been involved in the design of the road, but this could be looked at.

Council thanked Mr. Wertepny for his report and pleased with the expedited progress.

**5. COMMITTEE REPORTS – none scheduled**

**6. RESOLUTIONS**

a. RESOLUTION NO. 2016-03 (Plat Approval – **Quasi-Judicial**)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOXAHATCHEE GROVES COMMONS RE-PLAT FOR THE LAND OWNED BY ATLANTIC LAND INVESTMENTS, LLC, CONSISTING OF 21.73 ACRES, MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Cirullo swore in everyone wishing to give testimony or speak on this agenda item. Council Member Goltzené recused himself and filed Form 8B with the Town Clerk. Joe Lelonek, representing the Applicant, stated this was the final boundary plat with all the dedicated roads and easements. There were two minor changes since the plat copy had been submitted for this agenda. There was a revised location on the electric plan for the transformers, and the Loxahatchee Groves Water Control District name was removed from the Plat since they did not need to sign off.

Council Member Rockett commented that the print was very small and possibly in the future these types of documents could be provided in a larger print. Mayor Browning commented that he still did not like the 24 hour operation at the 7/11 store, but realized they could not do anything about it now.

Thais Gonzalez stated the Council should not give up so easy and believed they could still do something about the 7/11.

**Motion:** A roll call vote was in favor of approval of the resolution and final Re-Plat 4 – 0, with Council Member Goltzené recusing himself.

b. RESOLUTION NO. 2016-04 (Road Transfer)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REQUESTING THE TRANSFER OF TITLE OF COLLECTING CANAL ROAD FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Council had concerns about funds for the paving and maintaining the roads until such time as a means for transferring the gas tax funds from the Water Control District to the Town. Suggestions for addressing this were discussed. Also there were concerns about the Council moving too quickly and not being knowledgeable about how to pave and maintain the roads. Council was reminded that this would be handled by engineers and experienced contractors. There was discussion about D Road, E Road, Citrus and others that were in fact poorly designed from the beginning, continued to deteriorate and this issue needed to be moved on now rather than later. The D Road businesses paid the Water Control District for maintenance, but did not receive any. The Council listened to public input and realized this was what the people wanted.

Keith Harris stated the Town couldn't fix the roads until they get them under their control and the Water Control District won't do it. The Council didn't need to design or repair the roads themselves. That's was other professionals were for.

**Motion:** A motion to adopt the resolution and request the transfer of title for Collecting Canal Road was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 4 – 1, with Council Member Rockett dissenting.

c. RESOLUTION NO. 2016-05 (Road Transfers)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REQUESTING THE TRANSFER OF TITLE OF ALL "DISTRICT" ROADS FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

There was concern about the crossover from SunSport, whether it was an easement or a road. It was determined that it had been on the County maps as a road and gas taxes were collected; however, Manager Underwood advised the Council that it had been surveyed as a maintenance

berm, and this survey might have to be adjusted if it was to be considered a road. Either way, Morley had stated he was willing to work with the Town and Town Attorney Cirullo added that it would be included in this resolution no matter what it was called.

Thais Gonzalez stated she was confused and needed facts. Why did the residents of D Road pay the Water Control District for maintenance but not get it. She agreed that the Town was in fact paying over \$93,000 for maintenance of the roads to the Water Control District and there was over \$70,000 in the current budget for roads.

Bill Louda stated this transfer of roads should be done in conjunction with the transfer of funds from the Water Control District to the Town, and then there would be sufficient monies to accomplish the road projects.

Todd McLendon stated he strongly supported this. Now the residents don't know who owns what, and they should be able to call one place for questions on all the roads. Right now the Town owned about 70% of the roads, so this would only be adding the balance of 30% to the Town. If the District did not reduce their assessment accordingly, then the residents could vote them out.

Laura Danowski stated she was a member of the IGC Committee and this crossover was like a "Trojan Horse". No one wants to call it a road because it was an easement.

Mayor Browning concluded that the Town would go forward to obtain the roads and when the District becomes ancillary, the Town would get the funds.

**Motion:** A motion to adopt the resolution and request the transfer of title for all District Roads was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 4 – 1, with Council Member Rockett dissenting.

d. RESOLUTION NO. 2016-06 (Culvert/Drainage Policy)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AND ADOPTING THE "TOWN OF LOXAHATCHEE GROVES DRAINAGE IMPROVEMENTS AND CULVERTS REPLACEMENT POLICY," ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Manager Underwood stated Staff had been directed to bring forward a formal ordinance adopting the Drainage Improvements and Culverts Replacement Policy reviewed at the last meeting. As an example of the need for this policy, Manager Underwood showed a photo taken today of a culvert failure at River Road and "C" Road, and stated the Town needed this policy as a mechanism to find and correct these culverts. Vice Mayor Jarriel stated there were a lot of pipes in this condition all over the Town and agreed they needed to be fixed. Mayor Browning added that this policy was necessary if the Town would now own the roads.

Bill Louda commented that the Town should not get into the drainage improvements of canals.

**Motion:** A motion to adopt the resolution and approve the policy for drainage improvements and culverts replacement was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 5 – 0.

Mayor Browning called a short break at 8:17 PM. The meeting reconvened at 8:24 PM.

**7. ORDINANCES – none scheduled**

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

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

Manager Underwood advised the Council that all the stop signs were now being installed on E Road and Collecting Canal today and over the weekend. PSG was at the northwest end of Town doing new striping of the roads and speed bumps on North A Road. He was working on a few candidates for code officer and has a meeting with Lt. Combs to create a Special Task Force on illegal manure.

- b. Palm Beach County Sheriff’s Office Monthly Report for December 2015

- c. Palm Beach County Sheriff’s Office Yearly Report 2015

Manager Underwood stated that in comparison to other cities in the County, our yearly report was not considered a bad report. Council asked about any follow up to the complaints brought to a previous meeting about the robberies at nurseries. Lt. Comb responded that they had a potential suspect, but he had lawyered up. They were still looking into the possibility that these were spill overs from similar incidents in Wellington.

- d. Palm Beach County Fire/Rescue Monthly Report for December 2015

Manager Underwood advised the Council that of the total of 33 events for December, 24 were medical calls.

**9. OLD BUSINESS**

- a. Town Management Contract Revisions (continued from 1/5/2016 agenda)

Mayor Browning suggested they review the professional services contract that was redlined first. Vice Mayor Jarriel stated that he had met with Manager Underwood for about two hours today and had some discrepancies that he wanted to go over, and suggested the contract be taken page by page and get a consensus on items redlined on each page.

First page of agreement, the new address for Town Hall needed to be replaced with the old one still listed.

Next page under “Fees and Expenses”, Mayor Jarriel did not want the section referencing the compensation being adjusted each October 1<sup>st</sup> based on the “CPI” taken out. The CPI was

originally put in the contract because it was in the RFP. Council was split, some in favor and some not, feeling the way the contract was now written actually favored the Town and gave Council more discretion on compensation. Some felt there should be a Cap, a range of increases allowed and then a yearly evaluation to determine final amount, and also the ability for a bonus. There was concern that leaving in the CPI would bind the Council to the CPI before knowing what it would be. Town Attorney Cirullo suggested alternative language “at a specific point in time or determined by Council”.

Manager Underwood was against the CPI being left in. He stated when asking for the budget allocations, the Council did not okay those based on the CPI. Management might need to exceed it for additional staffing that may be required. After further discussion, majority consensus was in favor of leaving the new language as redlined.

Regarding the same section with a new compensation amount of Thirty Thousand Three Hundred and Sixty-four Dollars, an increase from the previous amount of Twenty Thousand Eight Hundred Eighty-five Dollars, Council wanted to know the basis for the increase. Manager Underwood responded this was a 2% increase. There was lengthy discussion on whether or not this was an additional 2% in addition to the one approved previously.

**Motion:** Council Member Rockett called for a motion not to replace the Manager’s contract, only to have items supplied that needed to be changed. Motion was seconded by Council Member Liang. Vote was 2 – 3. Motion failed to pass. Council Member Liang added that they had asked for recommendations to make things easier and then to discuss other changes with Manager Underwood.

Dennis Lipp stated this has been dragging on for months and was because of the actions of certain people who wanted to turn over the Town to the Water Control District. This was a good contract, the Town deserved to have Bill & Perla and the agenda for friends needs to stop.

John Ryan stated this was supposed to be a general contract discussion with specific contract revisions and there was an incorrect presentation at the last meeting. This management group has never been evaluated and the Town should wait for the final reports from the IOG. The new contract needs an RFP and it conflicts with the purchasing code.

Karl Jensen stated he was a new person addressing the Council, as they asked for at the last meeting. What was done to Bill last Fall was embarrassing to the Town. Bill and his Team do an excellent job.

Thais Gonzalez stated this was embarrassing and Council Member Rockett embarrasses the Town because he has illegal businesses in the Town and is just pushing the management team to quit. Stop messing with our Town because we, the people, want them.

Ken Johnson stated he listened tonight and his opinion was the CPI was a bouncing ball and the Town should go by the budget. Bill was doing a good job and accusations that he padded his pocket were unfounded. Who signs his checks? Five people do and why not challenge them.

Perla Underwood stated she wanted to bring some clarity to this conversation. Neither Bill nor she has received any salary from Underwood Management for the past five years for the

work they do at Loxahatchee Groves. The 2% increase would go to the employees because they have all absorbed the workload from the loss of the code enforcement and waste monitoring services. Since August, Town Management and Staff have been mitigating the code enforcement issues themselves. This has also encompassed the trailer issue, adding over 200 units to the garbage rolls.

Mayor Browning added that to say the Council was not re-evaluating Management is wrong. The Council has been doing it all along. There was no time frame to renew contracts.

Council Member Goltzené asked where all these contract efforts and procurement ordinance questions before this? The Water Control District has no schedule. They just do what they want.

Vice Mayor Jarriel suggested they continue with the page by page review of the agreement. There were no changes to the last six pages of the agreement and therefore no discussion required.

First page of Exhibit "A", #3, #6 & #10: Council wished to have several items that were crossed out keep in, and with regard to #10(j) Manager Underwood preferred to bring contracts to the Council for approval.

Second page of Exhibit "A": Council suggested changes to clarify existing committees and provide support "within reason". Council Member Liang suggested language "provides support as needed and directed by Council". Vice Mayor Jarriel stated that in planning for any future committees, they should make sure not to overload the Town and make them worse than the County.

Third page of Exhibit "A": Council made a few adjustments to #2(a)(b)&(c) and all were in consensus with changes.

Fourth page of Exhibit "A": #4 – Manager Underwood reminded Council that the debris monitoring contract had expired and needed to be renewed. Regarding #5, after discussion about oversee versus manage, there was a 3 – 2 vote in favor of "oversee" changes, with Council Member Liang and Council Member Rockett not in favor. The same "oversee" issue was on fifth page with regard to Town Clerk. No changes to sixth page.

Seventh page of Exhibit "A": #11(2) attendance for other government agency and association meetings, language was added "when needed basis, or as directed by Council". Mayor Browning added that addition meeting requirements should be brought up at a Town Council meeting in advance. No changes on eighth page.

Ninth page of Exhibit "A": Regarding bullet #2 & #3, Council suggested deadlines for submission of items for agenda, and clarification on when agenda would be transmitted to Council. Under Review of Contract for Town Management Services section, language was changed to read "or not later than 180 days after the end of the fiscal year". Council was in consensus with changes on tenth page "Town Clerk" category and last page "Financial Management operational responsibilities".

After further discussion on term of revised contract and monetary compensation, Council felt those two items should be brought back to the next meeting for determination.

**Motion:** A motion to have all changes made to the amendment to the contract, with the exception of the term and monetary compensation, and bring back for Council to authorize the Mayor to sign the amended contract after discussion of term of contract and monetary compensation, was made by Vice Mayor Jarriel and seconded by Council Member Goltzené. Motion passed 3 – 2, with Council Member Rockett and Council Member Liang dissenting.

## **10. NEW BUSINESS**

### a. SBA Investment Policy

The Finance Advisory and Audit Committee (FAAC) had recommended the Manager look into investment of surplus funds since the current earnings for the Town were inadequate. The SBA Investment Fund had been presented and reviewed by the FAAC and they were in favor of this as an option. Vice Mayor Jarriel stated that the League of Cities (FMIT) also had a secure investment program for Towns, which seemed to have a higher yield, and this program should also be looked at before making a decision. The SBA had taken a downfall in the recent past and as just coming back.

There was a consensus of Council that the Manager should present the FMIT Fund information to the FAAC for review prior to a formal decision by Council.

**Moved:**

b. **11(b)(4)** Discussion and direction for Town Attorney to draft an ordinance to increase Council compensation reimbursement.

Vice Mayor Jarriel asked Council if they would directing the Town Attorney to bring forward an ordinance to increase the Council compensation by \$250.00, which would increase their compensation to \$750.00 per month. A comparison shows that Loxahatchee Groves Council Members were one of the lowest paid Councils in Palm Beach County. Council Member Goltzené stated he was in favor of the increase. Just last week, he spent three days away from his business representing the Town in Tallahassee. He had been unable to find anyone to cover his job while he was away, thereby losing valuable time with mowing his fields. He was not opposed to representing the Town, but it was a fact that he and other members of the Council spent a lot of time away from their home and business duties researching and being out in the community. Council Member Rockett was not in favor of giving what he felt was a 50% increase. Council Member Liang stated it was more important how the people felt about this action rather than the Council. Vice Mayor Jarriel asked for a show of hands from the audience if they were okay with this request. A majority of audience was in favor.

**Motion:** A motion to direct the Town Attorney to draft an ordinance to increase Council compensation an additional \$250.00, up to a new total of \$750.00 per month, was made by Vice Mayor Jarriel and seconded by Council Member Goltzené. Motion passed 4 – 1, with Council Member Rockett dissenting.

## **11. COUNCIL REPORTS**

(Items #2 and #1 were taken out of order)

a. Councilman Tom Goltzené

2. Discussion and direction on annexing properties within the Water Control District boundaries but not within the Loxahatchee Groves town boundaries.

Council Member Goltzené stated there were several types of properties in the District: some properties owned by the District were within the Town's boundaries; some properties were not in the Town, such as the hospital; and some properties were not in the Town or in Royal Palm Beach; and there was a little piece that was located in Royal Palm Beach. It was time to get the District owned properties annexed into the Town, with the exception of the Royal Palm Beach piece, and that would solve a lot of the problems. Mayor Browning added that maybe it was time to send letters to these properties, including the hospital, regarding possible annexation.

**Motion:** A motion was made by Council Member Goltzené to instruct the Town Attorney and Town Manager to take the next step in bringing this issue forward. The motion was seconded by Council Member Liang. Motion passed 5 – 0

1. Discussion of Canvassing Board code amendment (continued from 12/1/2015 and 1/5/2016 agendas)

Council Member Goltzené stated there had been enough trouble the last election and the Council needed to stay out of elections. Let the Attorney decide if there is a tie. The Council needs to get out of all the dysfunction and start working together. The ordinance sample presented tonight was from Wellington. Council Member Rockett commented that he thought there was no Town Canvassing Board for this coming election. Town Attorney Cirullo responded that there would be if there was a run-off. Council Member Rockett agreed that the Council should not be on the Canvassing Board. Mayor Browning added that if they appointed resident, it may be the same problem.

**Motion:** A motion to extend the meeting for public comment on Council Member Goltzené's discussion, and closing comments item #12 was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 5 – 0.

Keith Harris stated that at the last election residents were fearful to let their thoughts on the candidates be known. When government gets involved in elections, it makes people feel they are telling them who to vote for, which is wrong. These changes to the canvassing board are good, clear and unbiased.

**Motion:** A motion to look into the Charter to possibly amend the Canvassing Board section for the November 2016 election was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion carried 5 – 0.

b. Vice Mayor Ron Jarriel

1. Discussion Relative site clearing (Clear Cut), and residential structures on to agriculture classified properties (continued from 12/1/2015 and 1/5/2016 agendas)
  2. Discussion Relative to site distance and drainage at intersection of E Road and Collecting Canal Road (continued from 12/1/2015 and 1/5/2016 agendas)
  3. Discussion and direction for GelTech Solutions Dust Control Pilot Program
- Items #11(b)(1), (2) and (3) were continued to the February 2, 2016 agenda)
4. Discussion and direction for Town Attorney to draft an ordinance to increase Council compensation reimbursement. (was moved to item #10b)

**12. CLOSING COMMENTS**

a. Public

Jo Siciliano stated that several states have enhanced penalties for animal cruelty; and the Town should advocate for this in Palm Beach County and Loxahatchee Groves.

b. Town Attorney

Town Attorney Cirullo stated that he would need direction from Council to bring forward a resolution to lower the speed limit on Okeechobee Boulevard. This would also require a Study be done in order to justify the request. The County does have the authority to change speed limits on County roads. With regard to taking over Okeechobee Boulevard, he had checked with Tequesta and West Palm Beach, but he needed to do more follow up research.

c. Town Council Members

Council Member Goltzené commented that they had talked about Okeechobee Boulevard in Tallahassee. It was determined that traffic calming was more appropriate for Town roads and the Town should work with the County on this. He felt this had been a very productive meeting tonight and the Council Members had some very good meetings during their trip to Tallahassee as well.

Vice Mayor Jarriel thanked everyone for coming and be safe going home.

Council Member Liang again reminded the Manager that there was a large difference between manage and oversee. He then wished everyone a Happy New Year.

Council Member Rockett stated that regarding the comments on the Manager's contract, rather than as depicted as campaigning, he did have a financial background and experience with contracts; therefore, if it looked wrong to him, then he would continue to make comments. He reminded everyone that there was still an active IG investigation and audit going on. Finally, he thanked everyone for coming and safe travel home.

Mayor Browning thanked everyone for coming.

**13. ADJOURNMENT**

Next scheduled Town Council Meeting was announced for February 2, 2016. A motion to adjourn the meeting was made by Council Member Goltzené and seconded by Council Member Liang. Motion passed 5-0. The meeting was adjourned at 10:45 pm.

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Virginia Walton, Town Clerk

---

David Browning, Mayor

*These minutes were approved by the Town Council on Tuesday, \_\_\_\_\_, 2016.*

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

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

Page: 1  
01/27/2016  
ACCOUNT NO: 1574-0702400R  
STATEMENT NO: 7875

Attn: William F. Underwood, II - Town Manager

MDC

General Matters

			HOURS
12/28/2015	FLN	Handled several phone calls and exchanges several emails with Public Assistance Grant Supervisor and Debris State Debris Officer with the Florida Division of Emergency Mgt re: procurement contract renewals and updated Mike accordingly via email summaries; also reviewed all pertinent rules and regulations received from Florida Division of Emergency Mgt.	3.20
12/30/2015	MDC	Review email on agenda items; review annexation procedures in Palm beach County per Bill Underwood.	0.80
12/31/2015	MDC	Continue reviewing annexation materials , forms; forward to BU, review materials for 1/5/16 meeting; telephone conference with BU on agenda.	0.80
01/04/2016	MDC	Review materials for 1/5 meeting; continue reviewing annexation issues.	1.00
01/05/2016	MDC	Review materials for Council meeting; miscellaneous telephone conference with BU, Council; prepare for and attend Council meeting.	6.90
01/06/2016	MDC	Follow up on 1/5/16 meeting; review miscellaneous road matters per Council; meet with SW on research on Council projects; review emails on pending resolutions.	1.40
01/07/2016	MDC	Prepare resolution for transfer of roads from LGWCD (Collecting Canal, all remaining District roads); telephone conference with BU; miscellaneous telephone calls from Council.	1.70
01/11/2016	SCW	Review and analysis of attorney general opinions and statutes regarding whether the City may lower the speed limit.	1.00
01/12/2016	SCW	Review additional Florida statutes regarding changing the speed limit in a municipality for a county owned road. telephonic conference with Keith Davis, the Palm Beach County Engineering Department, and the Wellington City Attorney's Office regarding the process of asserting control of a county owned road or changing the speed limit of a county owned road. Meeting with Mike Cirullo to discuss procedure for the City changing the speed limit.	2.50
	MDC	Review status of agenda items, road resolutions; review speed limit issues with SW.	1.00

General Matters

		HOURS	
01/13/2016	SCW Telephonic conference with City Clerk regarding ordinances or contracts with the county pertaining to roads. Telephonic conference with City Attorney's Office for Wellington regarding agreements with the county pertaining to roads.	0.40	
	MDC Review correspondence on B Road construction schedule; review status of agenda items; review draft drainage/culvert policy, prepare resolution on policy.	0.90	
01/14/2016	MDC Review emails from JF on planning matters; begin review of agenda materials for 1/19 meeting; telephone conference with RW re: B Road.	0.90	
01/15/2016	MDC Review agenda materials and related documents for 1/19 meeting.	0.90	
01/18/2016	MDC Review correspondence on purchasing; review election resolution re: designation of canvassing board.	0.30	
01/19/2016	MDC Review materials for Town Council meeting; miscellaneous telephone calls BU, Council members; prepare for and attend Council meeting.	6.20	
01/20/2016	MDC Review materials, notes from Council meeting; review B Road procurement documents, provide comments to BU, RW; telephone conference with BU on pending items.	2.30	
01/21/2016	MDC Revise compensation ordinance, review charter and forward information to clerk; telephone conference with M. Perry re: code issues on F Road; telephone conference with BU and RW on B Road; telephone conference with JF on pending ULDC matters; conference call with BU re: pending items.	3.00	
01/22/2016	MDC Review emails/correspondence on code matters, review materials for agenda preparation for 2/02 meeting; email M. Perry on issues with F Road property.	0.40	
01/25/2016	MDC Prepare resolution on Okeechobee Boulevard speed limits.	0.40	
01/26/2016	MDC Review OIG letter re: RVs; revise resolution on Okeechobee, miscellaneous telephone conference with BU on agenda matters.	1.00	
	FOR CURRENT SERVICES RENDERED	37.00	6,845.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	29.90	\$185.00	\$5,531.50
FARAH L. NERETTE	3.20	185.00	592.00
SHARI C. WALLEN	3.90	185.00	721.50

Photocopies	169.05
TOTAL EXPENSES THRU 01/26/2016	<u>169.05</u>

General Matters

TOTAL CURRENT WORK	7,014.05
BALANCE DUE	<u>\$7,014.05</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.  
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Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES  
155 F Road  
Loxahatchee Groves FL 33470

Page: 1  
01/27/2016  
ACCOUNT NO: 1574-1004840R  
STATEMENT NO: 7876

Attn: William F. Underwood, II - Town Manager

Loxahatchee Groves Commons

			HOURS	
01/05/2016	MDC	Phone conference with JF on status of resolution and notice for 1/19 hearing; review resolution and form of notice, forward to property owner's attorney	0.70	
01/06/2016	MDC	Review correspondence re: plat, parking.	0.30	
01/08/2016	MDC	Phone conference with JF on ULDC interpretation, status of plat.	0.30	
01/12/2016	MDC	Review agenda materials (financial report, resolution and conditions).	0.40	
01/19/2016	MDC	Review issues with District Plat signature; review code and correspondence from Town engineer; telephone conference with Mary Viator.	0.40	
		FOR CURRENT SERVICES RENDERED	2.10	388.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	2.10	\$185.00	\$388.50

Photocopies	2.80
TOTAL EXPENSES THRU 01/26/2016	2.80
TOTAL CURRENT WORK	391.30
BALANCE DUE	\$391.30

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

## AGENDA ITEM NO. 3.c.

MEETING DATE: 02/02/2016

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

**SUBJECT:** Ratify Pavement Markings for Speed Humps

### 1. BACKGROUND/HISTORY

**Problem Statement:** Safety on the Town roads dictates that speed humps should be marked.

**Problem Solution:** Provide markings to speed humps on town roads.

As the Council is aware, Professional Services Group, LLC (PSG) began road work in the Town near the end of December 2015. Grading roads was the first order of business. The rain this winter has been a source of constant citizen woes and we are trying to address this with multiple grading's per month. PSG has been assessing the roads, signage, and markings, and have indicated that town roads are in need of new or replacement signs, shaping, and filling requiring significant work effort.

Previously, the speed humps were striped at \$150 per hump; however, that may not have been completely painted. After the improvements to Marcella, Compton and Bryan road, the Town through its contractor painted the speed humps at a cost of \$. After the initial striping, speed humps were not marked with thermoplastic material at a cost of \$410.75 per hump. Unfortunately, the life expectancy of that work product using a latex paint is significantly less than the current product being used. We anticipate the proposed product will more than triple the combination of previous life cycle products.

### 2. CURRENT ACTIVITY

Due to the safety considerations, marking of speed humps is deemed necessary concurrent with gravel road work to protect the citizens. A recommendation from PSG for pavement markings was to use yellow thermoplastic traffic marking paint at \$3.50 per square foot on the speed humps as an alternate to the yellow thermoplastic offered in the bid of \$7.00 per square foot. Speed humps average about 244 square feet each. Using the alternate recommended by PSG and authorized by Town Management, the speed hump pavement marking began on North A Road and as of this writing completed North and South C Roads. There are more speed humps to mark on the balance of the district OGEM roads, North Road, F Road and other minor roads.

### 3. ATTACHMENTS

Product Specifications attached

#### **4. FINANCIAL IMPACT**

Funds are budgeted and available in the Transportation Fund and the segments identified herein will reduce the available funds (cost) \$40,101.33 for the 54 humps. Use of the recommended substitution of pavement marking materials represents a reduction of \$3.50/sf

#### **5. RECOMMENDED ACTION**

Motion to ratify the use of the recommended substitution of pavement marking materials at a cost of \$3.50/sf.

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT**  
**AGENDA ITEM NO. 4c**  
MEETING DATE: 02/05/2016

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

**SUBJECT:** Fiscal Year 2014 CAFR Award for Excellence in Financial Reporting

**1.BACKGROUND/HISTORY**

**Problem Statement:** The Town Council must be updated on the Town's financial reporting.

**Problem Solution:** Provide Town Council the presentation for the Comprehensive Annual Financial Report award for Fiscal Year 2014.

The staff prepares monthly financial reports for Town Council and citizens and annually staff submits financial reports to the Government Finance Officers Association of the United States and Canada (GFOA) for a peer review to determine if the staff has met the stringent criteria of the GFOA with regard to the annual financial reporting.

The award is for *“ . . . local governments [that]go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial report that evidence the spirit of **transparency and full disclosure** . . .”*

**2.CURRENT ACTIVITY**

Staff submitted the Town's CAFR for fiscal year 2014 and Underwood Management Services Group is responsible for having performed the necessary work for the Town to receive the award for the last five (5) years out of the last nine (9) consecutive years.

The award to the Town will be presented by Darlene Malaney, CIMA, Director of Finance Services, Clerk & Comptroller, Palm Beach County.

**3.ATTACHMENTS**

**4.FINANCIAL IMPACT**

N/A

**5.RECOMMENDED ACTION**

Motion to accept, receive and file the award from the GFOA.



**Fire Rescue**

Chief Steven B. Jerauld  
405 Pike Road  
West Palm Beach, FL 33411  
(561) 616-7000  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Steven L. Abrams, Chairman  
Priscilla A. Taylor, Vice Chair  
Hal R. Valeche  
Paulette Burdick  
Shelley Vana  
Mary Lou Berger  
Jess R. Santamaria

**County Administrator**

Robert Weisman

January 26, 2016

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

Dear Mr. Underwood:

Enclosed is the annual report for the Town of Loxahatchee Groves for FY 2015. We have enclosed 7 copies for you, if you would like more or would like a presentation at a future council meeting please let me know.

If you have any questions or concerns please contact me at 561 308 4103 or via email at [marena@pbcgov.org](mailto:marena@pbcgov.org).

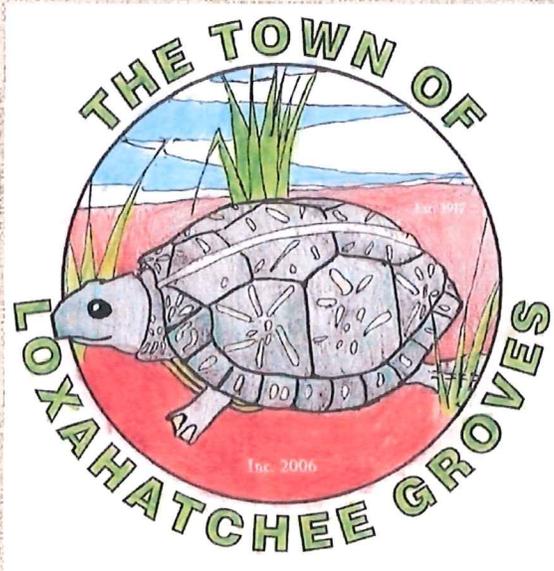
Sincerely,

Michael Arena, Battalion Chief  
Palm Beach County Fire Rescue

# Palm Beach County Fire Rescue



**Annual Report**  
**Town of Loxahatchee Groves**  
**October 1, 2014 – September 30, 2015**

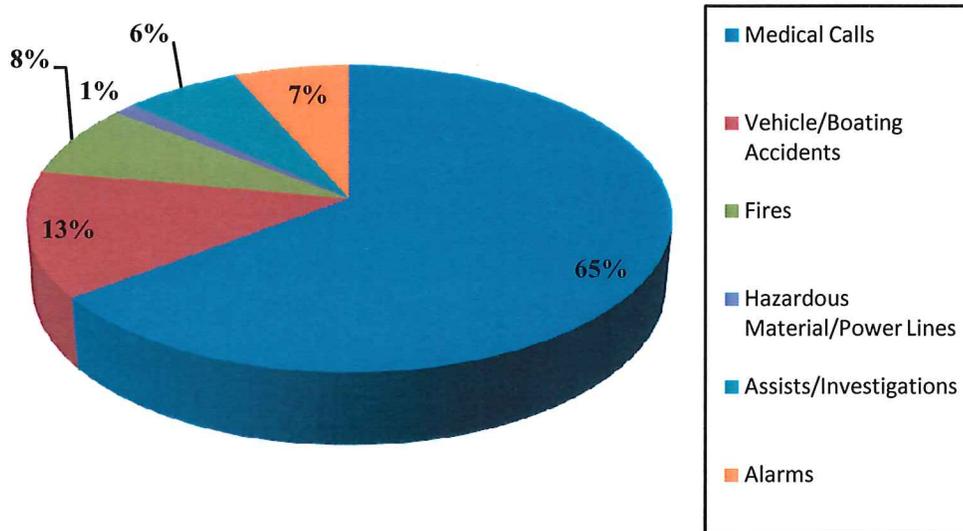


Submitted By:  
Michael Arena, Battalion Chief

## Emergency Response Activity

During the period from October 1, 2014 through September 30, 2015, Fire Rescue responded to 393 emergency calls within the Town of Loxahatchee Groves. The following is a breakdown of the major call types:

### Loxahatchee Groves Alarm Activity - FY 2015



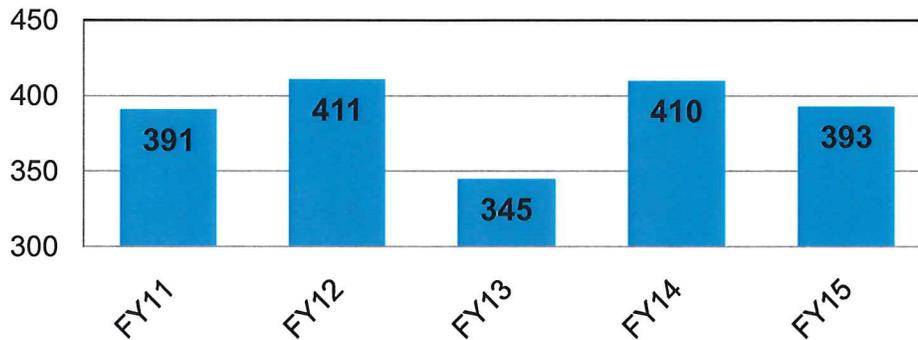
### Loxahatchee Groves - FY15

Type	# of Incidents
Medical Calls	254
Vehicle/Boating Accidents	52
Fires	30
Hazardous Material/Power Lines	5
Assists/Investigations	26
Alarms	26
<b>Total:</b>	<b>393</b>

## Emergency Response Activity

The following chart reflects the emergency response activity for the last five years.

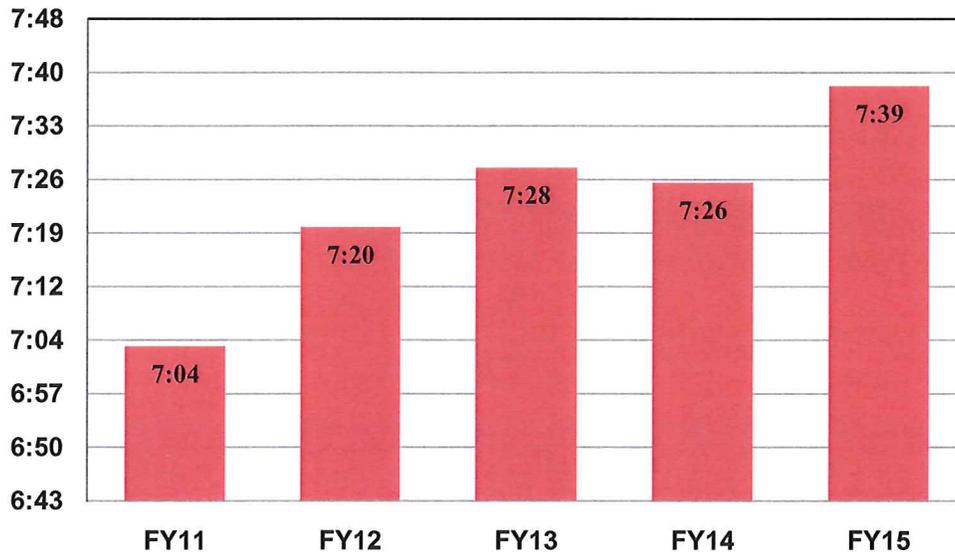
### Loxahatchee Groves Total Calls FY2011 - FY2015



### Response Times

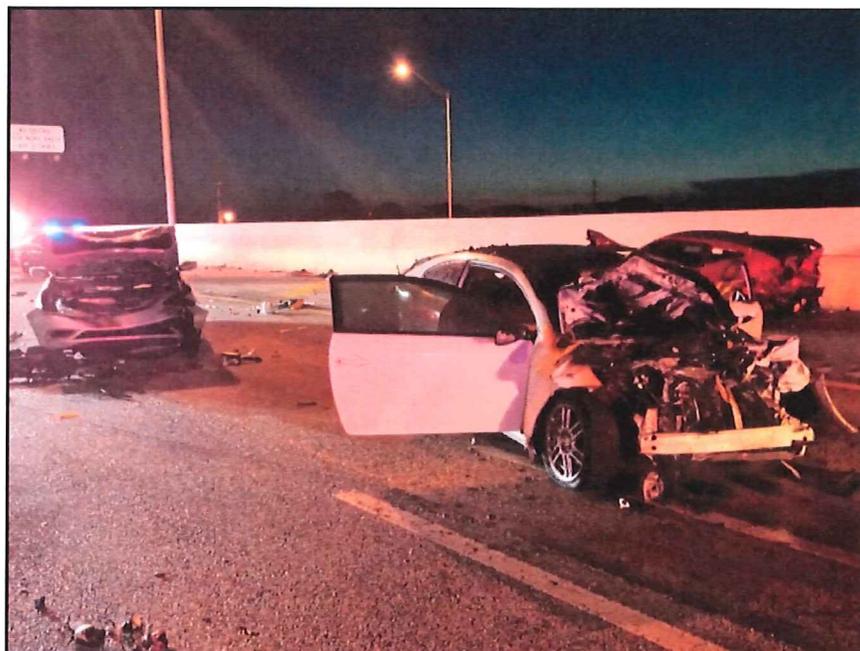
Total response time is determined by utilizing three components which are: call handling time, turnout time, and travel time. The following chart reflects the average response time for the last five years.

### Loxahatchee Groves Response Time Average FY 2011 - 2015



## Auto Accidents

Fire Rescue responded to 43 vehicle accidents within Loxahatchee Groves in fiscal year 2015. Although vehicle accidents can be a serious matter, Palm Beach County Fire Rescue personnel are trained to handle these situations. The Training and Safety Division is currently providing extrication training for all personnel. This training is on-going to stay proficient in the art of disassembling vehicles.



## Structure Fires

Structure fires pose the most serious threat to life safety and are the highest fire loss potential to the citizens we serve. Fire Rescue must be prepared and respond to each structure fire call with adequate personnel and equipment. Therefore, each reported structure fire receives 3 fire engines, 2 rescues, 1 aerial (ladder or platform), 1 EMS Captain, and a District Chief Commander. This is considered a national standard to adequately handle a structure fire.

Fortunately, due to smoke detectors and early fire discovery, human casualties have been held to a minimum. Palm Beach County Fire Rescue has an on-going program to install smoke detectors in homes of those who are unable due to physical or monetary needs.



## Fire Stations and Personnel

The Town of Loxahatchee Groves is primarily covered by Station 21 located at 14200 Okeechobee Boulevard. Station 21 is staffed 24 hours a day with six personnel. Three personnel are assigned to the engine, two personnel are assigned to the rescue unit and one person is assigned to the 3000 gallon water tender. There is also a Brush wild land vehicle available for use. The Town's service area is part of our regional system and is immediately backed-up by surrounding stations and mutual aid with resources and equipment when needed.



## Vehicles and Equipment

The following vehicles are assigned in the Town of Loxahatchee Groves:

### Station 21

### Condition

2001 Brush Truck  
2014 ALS Engine  
2010 ALS Rescue  
2003 Tender

Good  
Excellent  
Excellent  
Good



Tender #21



Brush #21



Engine #21



Rescue #21

All firefighting vehicles meet current National Fire Protection Association specifications.

## Special Event Activities

Fire Rescue has participated in numerous community activities in Loxahatchee Groves, including the recent grand opening of Town Hall. Palm Beach County Fire Rescue is always eager to be a part of community based activities and events.



## **COMMUNITY ASSISTANCE TEAM**

The Community Assistance Team (C.A.T.) is a volunteer-based team committed to providing the residents and visitors of Palm Beach County with emotional support during their time of crisis. They are dedicated to supporting operational personnel by accepting referrals and assisting the community with non-emergency needs through partnering agencies. Presently the team automatically responds to deaths, cardiac arrests, structure fires, drowning and suicide attempts. The Community Assistance Team also provides welfare checks, grief support, service program information, caregiver support, fall prevention, and sunshine visits.



## Fire Rescue Continuing Education Training

Continuing Education training is conducted throughout the year for Fire Rescue personnel. Each employee receives over 100 hours of training annually. This year the training included, but was not limited to:

- Pediatric Advanced Life Support
- Advanced Cardiac Life Support
- Basic Trauma Life Support
- Medical Documentation
- Wildland Firefighting
- WMD Training
- Self Contained Breathing Apparatus / Smoke Drills
- Map and area familiarization training
- Water Rescue
- Extrication
- Heavy Extrication/USAR
- Hi-Rise Firefighting
- Thermal Imaging Technique

The "Critical Minutes" video tele-course medical training through Palm Beach Community College was also viewed by Fire Rescue personnel. Additionally, personnel may have received additional training hours individually by attending off-duty classes.



## Fire and Safety Inspections

Palm Beach County Fire Rescue's Bureau of Safety Services conducts safety and fire inspections annually on commercial and multi-family buildings. The purpose of these inspections is to increase fire safety and assure compliance with the local fire code. Additionally, multi-family residential inspections are completed by the station personnel. This is part of our Residential/Company Inspection program which require annual inspections of all buildings with three or more living units. During these inspections, the personnel are able to answer questions from the residents or assist them with any other fire related needs. The following inspections were completed in the Town of Loxahatchee Groves.

Type of Inspection	Number of Inspections Completed
Annual Business	47
Annual Residential	0
New Construction Inspection	3
Occupational License Inspection	5
Vacant Inspection	17
Other Misc. Inspections	4
Complaints	0
<b>Total Inspection Activity</b>	<b>76</b>

## Community Education Programs

Palm Beach County Fire Rescue takes community education very seriously. We feel the best way to save lives and property, is to teach the public how to prevent fires and emergencies from ever occurring. This past fiscal year 11 community education programs were conducted in the Town of Loxahatchee Groves. These programs brought fire safety and education training to 1,218 individuals, which resulted in a total of 1,218 contact hours. A complete list of these classes is attached to this report.



<b>Date</b>	<b>School/Business</b>	<b>Participants</b>	<b>Hours</b>	<b>Station</b>
10/06/14	Loxahatchee Groves Elementary	30	30	21
10/06/14	Loxahatchee Groves Elementary	30	30	21
10/23/14	Tiny Tikes	15	15	21
10/23/14	Tiny Tikes	15	15	21
10/28/14	Smoke Alarm	2	2	21
11/14/14	Loxahatchee Groves Elementary	275	275	21
11/14/14	Loxahatchee Groves Elementary	275	275	21
01/21/15	Daisy Scouts	10	10	21
05/29/15	Loxahatchee Groves Elementary	263	263	21
05/29/15	Loxahatchee Groves Elementary	263	263	21
09/15/15	Moosey's Adventures In Learning	40	40	21
<b>Total</b>	<b>11</b>	<b>1,218</b>	<b>1,218</b>	



**BUDGET VS ACTUAL  
AS OF DECEMBER 31, 2015**  
25% Elapsed  
General Fund  
Revenues

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-311-100-000	Ad Valorem Taxes	162,078	210,949	-	311,616	(100,667)	68%
	<b>Ad Valorem Taxes Subtotal</b>	<b>162,078</b>	<b>210,949</b>	<b>-</b>	<b>311,616</b>	<b>(100,667)</b>	<b>68%</b>
001-314-100-000	Electric Utility Tax	22,724	70,297	-	233,000	(162,703)	30%
001-315-100-000	Communications Services	7,753	22,147	-	91,919	(69,772)	24%
001-316-200-000	County Occupational License	233	3,847	-	6,000	(2,153)	64%
	<b>Local Taxes Subtotal</b>	<b>30,710</b>	<b>96,291</b>	<b>-</b>	<b>330,919</b>	<b>(234,628)</b>	<b>29%</b>
001-323-100-000	FPL Franchise Fee	(4,015)	37,865	-	200,000	(162,135)	19%
001-323-125-000	Hauler's License Fee	-	1,015	-	-	1,015	NA
001-323-300-000	PBC Water Utility Franchise	3,216	5,785	-	10,000	(4,215)	58%
001-329-100-000	Planning & Zoning Permit	900	3,072	-	7,000	(3,928)	44%
	<b>Permits, Franchise Fees &amp; Special Subtotal</b>	<b>100</b>	<b>47,736</b>	<b>-</b>	<b>217,000</b>	<b>(169,264)</b>	<b>22%</b>
001-335-120-000	State Revenue Sharing	6,694	20,083	-	90,890	(70,807)	22%
001-335-180-000	Half Cent Sales Tax	20,093	57,168	-	260,461	(203,293)	22%
	<b>Intergovernmental Revenue Subtotal</b>	<b>26,788</b>	<b>77,252</b>	<b>-</b>	<b>351,351</b>	<b>(274,099)</b>	<b>22%</b>
001-341-000-000	General Government Charges	1,025	1,955	-	3,000	(1,045)	65%
001-343-349-000	Cost Recovery Fees	7,443	24,423	-	35,000	(10,577)	70%
	<b>Charges for Services Subtotal</b>	<b>8,468</b>	<b>26,378</b>	<b>-</b>	<b>38,000</b>	<b>(11,622)</b>	<b>69%</b>
001-354-100-000	Code Enforcement Fines	-	-	-	1,000	(1,000)	0%
	<b>Code Enforcement Fines Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,000</b>	<b>(1,000)</b>	<b>0%</b>
001-361-100-000	Interest	3	7	-	200	(193)	4%
001-366-100-000	Contributions and Donations Private Sources	-	-	-	7,000		
001-369-000-000	Other Misc Income	120	240	-	300	(60)	80%
	<b>Other Misc Revenue Subtotal</b>	<b>123</b>	<b>247</b>	<b>-</b>	<b>7,500</b>	<b>(253)</b>	<b>3%</b>
001-399-000-000	Transfer from Fund Balance*	-	-	-	150,000	(150,000)	0%
	<b>Other Non-operating Sources Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,000</b>	<b>(150,000)</b>	<b>0%</b>
	<b>Grand Total Revenue</b>	<b>228,266</b>	<b>458,852</b>	<b>-</b>	<b>1,407,386</b>	<b>(941,534)</b>	<b>33%</b>



**TOWN OF LOXAHATCHEE GROVES  
BUDGET VS ACTUAL  
AS OF DECEMBER 31, 2015**

25% Elapsed

**General Fund  
Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-511-310-000	Professional Services	-	-	-	10,400	10,400	0%
001-511-400-000	Travel	-	596	-	3,000	2,404	20%
001-511-410-000	Communication Services	-	-	-	6,395	6,395	0%
001-511-492-000	Other Operating Expenses	-	-	-	1,500	1,500	0%
001-511-499-000	Other Current Charges - Council Reimbursement	2,500	7,500	-	30,000	22,500	25%
001-511-500-000	Education & Training	-	450	-	1,000	550	45%
001-511-510-000	Office Supplies	-	-	-	500	500	0%
001-511-520-000	Operating Supplies	36	36	-	500	464	7%
001-511-540-000	Books, Publications & Subscriptions	-	3,158	-	2,500	(658)	126%
001-511-820-000	Special Events/Contributions	2,877	3,312	-	5,400	2,088	61%
	<b>Legislative Total</b>	<b>5,413</b>	<b>15,052</b>	<b>-</b>	<b>61,195</b>	<b>46,143</b>	<b>25%</b>
001-512-340-000	Other Services	22,920	68,761	-	275,045	206,284	25%
001-512-400-000	Travel	-	96	-	1,500	1,404	6%
001-512-410-000	Communication Services	-	-	-	4,399	4,399	0%
001-512-420-000	Postage & Freight	98	913	-	1,000	87	91%
001-512-490-000	Legal Advertising	-	2,182	-	500	(1,682)	436%
001-512-492-000	Other Operating Expenses	-	500	-	5,044	4,544	10%
001-512-493-000	Election Expense	1,639	7,883	-	8,010	127	98%
001-512-510-000	Office Supplies	903	5,556	-	12,000	6,444	46%
001-512-540-000	Books, Publications & Subscriptions	-	-	-	570	570	0%
	<b>Executive Total</b>	<b>25,560</b>	<b>85,892</b>	<b>-</b>	<b>308,068</b>	<b>222,176</b>	<b>28%</b>
001-513-320-000	Accounting and Auditing	-	-	-	18,000	18,000	0%
001-513-470-000	Printing and Binding	-	-	-	1,396	1,396	0%
001-513-490-000	Legal Advertising	-	1,845	-	2,000	155	92%
001-513-491-000	Computer Services	-	-	-	11,820	11,820	0%
	<b>Financial &amp; Administrative Total</b>	<b>-</b>	<b>1,845</b>	<b>-</b>	<b>33,216</b>	<b>31,371</b>	<b>6%</b>
001-514-310-000	Professional Services	7,232	24,895	-	90,000	65,105	28%
	<b>Legal Total</b>	<b>7,232</b>	<b>24,895</b>	<b>-</b>	<b>90,000</b>	<b>65,105</b>	<b>28%</b>



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF DECEMBER 31, 2015**  
 25% Elapsed  
**General Fund**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
001-515-310-000	Professional Services	-	5,300.00	-	40,000	34,700	13%
001-515-340-000	Other Services	6,860	20,579.01	-	82,316	61,737	25%
001-515-343-000	Planning & Zoning Contract	-	3,047.50	-	20,000	16,953	15%
001-515-347-000	Comprehensive Plan	-	-	-	15,000		
001-515-349-000	Cost Recovery Expenditure	11,343	29,294.52	-	35,000	5,705	84%
001-515-490-000	Legal Advertising	-	1,575.04	-	10,000	8,425	16%
	<b>Comprehensive Planning &amp; Zoning Total</b>	<b>18,203</b>	<b>59,796</b>	<b>-</b>	<b>202,316</b>	<b>127,520</b>	<b>30%</b>
001-519-315-000	Special Magistrate	345	345	-	10,000	9,655	3%
001-519-340-000	Other Services	2,076	3,241	-	1,600	(1,641)	203%
001-519-354-000	Code Compliance	-	-	-	23,000	23,000	0%
001-519-410-000	Communications Services	268	2,382	-	11,100	8,718	21%
001-519-420-000	Utilities	470	1,276	-	10,560	9,284	12%
001-519-440-000	Rentals and Leases	540	1,006	-	10,300	9,294	10%
001-519-450-000	Insurance	7,733	15,466	-	31,000	15,535	50%
001-519-460-000	Repair & Maint - Building	-	2,455	-	4,200	1,745	58%
001-519-490-000	Computer Repair	-	235	-	5,500	5,265	4%
001-519-491-000	Computer Services	147	484	-	7,292	6,808	7%
001-519-494-000	Inspector General Office	-	-	-	5,300	5,300	0%
001-519-620-000	Buildings	-	1,135	-	21,410	20,275	5%
001-519-820-000	Loxahatchee Groves CERT	-	50	-	2,000	1,950	2%
001-519-910-000	Transfer to Sanitation Fund	-	-	-	115,583	115,583	0%
001-519-920-000	Transfer to Capital Projects	-	-	-	150,000	150,000	0%
	<b>Other Governmental Services Total</b>	<b>11,579</b>	<b>28,074</b>	<b>-</b>	<b>408,845</b>	<b>380,771</b>	<b>7%</b>
001-521-341-000	Professional Services-PBSO	24,062	72,187	-	288,746	216,559	25%
001-521-342-000	Contractual-ADDL PBSO	-	-	-	10,000	10,000	0%
	<b>Law Enforcement Total</b>	<b>24,062</b>	<b>72,187</b>	<b>-</b>	<b>298,746</b>	<b>226,559</b>	<b>24%</b>
001-539-340-000	Professional Services	-	-	-	5,000	5,000	0%
	<b>Public Works Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000</b>	<b>5,000</b>	<b>0%</b>
	<b>Grand Total Expenditure</b>	<b>92,048</b>	<b>287,741</b>	<b>-</b>	<b>1,407,386</b>	<b>1,104,645</b>	<b>20%</b>
	<b>Net Revenue</b>	<b>136,218</b>	<b>171,111</b>	<b>-</b>	<b>-</b>		



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF DECEMBER 31, 2015**  
 25% Elapsed  
**Transportation Fund**  
**Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
101-312-410-000	1st Local Option Fuel Tax (1 to 6 cent)	21,645	63,684	-	249,245	(185,561)	26%
101-312-420-000	2nd Local Option Fuel Tax (1 to 5 cent)	10,123	29,842	-	117,326	(87,484)	25%
101-399-000-000	Transfer from Fund Balance	-	-	-	1,000,000	(1,000,000)	0%
	<b>Total Revenue</b>	<b>31,769</b>	<b>93,525</b>	<b>-</b>	<b>1,366,571</b>	<b>(1,273,046)</b>	<b>7%</b>
Represents consumption of fund balance. This is not true revenue by definition or reflected in GL in transactions							

**Transportation Fund**  
**Expenditures**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
101-541-467-000	Traffic Control Signs (6 ct) Maint.	-	-	-	10,000	10,000	0%
101-541-468-000	Non-District Roads (6 ct) Maint.	7,857	21,055	-	70,507	49,452	30%
101-541-469-000	District Roads (6 ct) Maint.	-	-	-	93,738	93,738	0%
101-541-632-000	Special Projects (6 cent)	-	-	-	75,000	75,000	0%
101-541-920-000	Transfer to Capital Projects	-	-	-	1,000,000	1,000,000	0%
101-541-990-000	Transfer to Fund Balance 5ct.	-	-	-	117,326	117,326	0%
	<b>Total Expenditure</b>	<b>7,857</b>	<b>21,055</b>	<b>-</b>	<b>1,366,571</b>	<b>1,345,516</b>	<b>2%</b>
	<b>Net Revenue</b>	<b>23,912</b>	<b>72,471</b>		<b>-</b>		



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF DECEMBER 31, 2015**  
 25% Elapsed  
**Capital Improvement Program**  
**Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
305-363-990-000	Transfer In From General Fund	-	-	-	150,000	(150,000)	0%
305-363-991-000	Contributions from Transportation Fund	-	-	-	1,000,000	(1,000,000)	0%
305-366-100-000	Contributions and Donations Private Sources	100,000	100,000	-	1,211,741	(1,111,741)	8%
305-399-000-000	Transfer from Fund Balance	-	-	-	168,893	(168,893)	0%
	<b>Total Revenue</b>	<b>100,000</b>	<b>100,000</b>	<b>-</b>	<b>2,530,634</b>	<b>(2,430,634)</b>	<b>4%</b>

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

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
305-541-610-000	Surveying Town Roads	38,359	38,359	-	100,000	61,641	38%
305-541-620-000	OGEM Town Roads - "B" and "D" Roads	-	400	-	1,211,741	-	-
305-541-640-000	Drainage	-	-	-	1,150,000	1,150,000	0%
305-541-650-000	Trails	-	-	-	40,000	40,000	0%
305-541-654-000	Purchase Roads from LGWCD	51,537	78,544	-	28,893	(49,651)	272%
	<b>Total Expenditure</b>	<b>89,896</b>	<b>117,303</b>	<b>-</b>	<b>2,530,634</b>	<b>1,201,990</b>	<b>5%</b>
	<b>Net Revenue</b>	<b>10,104</b>	<b>(17,303)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



**TOWN OF LOXAHATCHEE GROVES**  
**BUDGET VS ACTUAL**  
**AS OF DECEMBER 31, 2015**  
 25% Elapsed  
**Solid Waste Fund**  
**Revenues**

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-325-205-000	Solid Waste Assessments	184,457	235,702	-	337,253	(101,551)	70%
405-325-206-000	Discount Fees	(7,350)	(9,526)	-	(10,118)	592	94%
405-343-120-000	SWA Recycling Income	-	465	-	5,500	(5,035)	8%
405-363-990-000	Contributions from General Fund	-	-	-	115,583	(115,583)	0%
	<b>Total Revenue</b>	<b>177,107</b>	<b>226,641</b>	<b>-</b>	<b>448,218</b>	<b>(221,577)</b>	<b>51%</b>

Account Number	Account	Month to Date	Year to Date	Encumbrance	Annual Budget	Annual Variance	% Used
405-534-346-000	PBC Administration Fee 1	1,771	1,168	-	3,373	2,205	35%
405-534-420-000	Postage & Freight	-	-	-	1,078	1,078	0%
405-534-434-000	Solid Waste Contractor	35,720	141,674	-	428,645	286,971	33%
405-534-436-000	Other Sanitation Service	-	-	-	14,622	14,622	0%
405-534-490-000	Legal Advertising	-	700	-	500	(200)	140%
	<b>Total Expenditure</b>	<b>37,492</b>	<b>143,542</b>	<b>-</b>	<b>448,218</b>	<b>304,676</b>	<b>32%</b>

**Net Revenue**

**139,616      83,098      -**

**Note: YTD Fines credited to Service Provider invoicing - \$8000.00**

**Town of Loxahatchee Groves, Florida**  
**Town Council Agenda**  
**AGENDA ITEM REPORT**  
**ITEM NO. 6a MEETING**

DATE: ~~01/05/2016~~ 02/02/2016

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

**SUBJECT:** Town Management Contract Revisions

**1.BACKGROUND/HISTORY**

**Legislative Update:** Town Council has reviewed proposed contract changes at the January 5<sup>th</sup> regular meeting; subsequently at the January 19<sup>th</sup> meeting the Council agreed to changes in the proposed contract language. The 2/2/2016 meeting was set by Council to complete the contract. The remaining two items left for Council consideration is:

1. Contract Amount - \$30,364 per month
2. Contract Term – Beginning October 1, 2015 and ending September 30, 2018

Attached to this agenda item is the corrected contract pursuant to Town Council motion and vote.

**RECOMMENDED ACTION**

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

**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.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2016-07**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND UNDERWOOD MANAGEMENT SERVICES GROUP, LLC; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 15, 2011, the Town Council approved a Town Management Services Agreement with Underwood Management Services Group, LLC, for an initial term of three (3) years, with subsequent one year renewal terms upon mutual agreement; and

**WHEREAS**, on May 16, 2012, the Town Council approved Amendment #1 to the Town Management Services Agreement with Underwood Management Services Group, LLC, to be effective retroactively to May 1, 2012, for the purpose of complying with the Town's request for additional personnel services, staff hours per week and additional planning and zoning services; and,

**WHEREAS**, on April 15, 2014, the Town Council approved Amendment #2 to the Town Management Services Agreement with Underwood Management Services Group, LLC, to extend the agreement upon expiration on September 30, 2014 to the new expiration date of September 30, 2015; and

**WHEREAS**, on September 1, 2015, the Town Council approved Amendment #3 to the Town Management Services Agreement with Underwood Management Services Group, LLC, to extend the agreement upon expiration on September 30, 2015, to the new expiration date of September 30, 2016; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to approve the attached Contract for Town Management Services with Underwood Management Services Group, LLC.

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

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves approves the Contract for Town Management Services with Underwood Management Services Group, LLC, attached hereto and incorporated herein as Exhibit "A", and authorizes the appropriate Town Officials to execute same.

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF JANUARY, 2016.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

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

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Virginia M. Walton, Town Clerk

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Vice-Mayor Ron Jarriel

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Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

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Council Member Ryan Liang

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Office of the Town Attorney

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Council Member Jim Rockett

**EXHIBIT "A"**

**AMENDMENT #4 TO TOWN MANAGEMENT SERVICES AGREEMENT**

## 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 155 F Road, 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 monthly fee of Thirty Thousand Three Hundred Sixty-four and no/100 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 \_\_\_\_\_, \_\_\_\_\_ 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



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  
155 F Road  
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

(TOWN SEAL)

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: \_\_\_\_\_

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 clarification 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 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.

2) Provide administrative services in support of the official duties of the mayor and the Council.

3) 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.

4) Provide administrative and staff support as needed and directed by Town Council to advisory committees and boards, formed and appointed by the Town Council.

Town Manager Operational Responsibilities:

**1) Meetings**

a. Prepare all council regular and workshop meeting agendas with the Town Attorney.

b. Coordinate 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. Verify proper compliance with the contract's terms and conditions.

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. May make recommendations to the Town Council 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.
- g. 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.
- 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) 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.

**4) 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.

**5) 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.
- b. Procurement:
  - 1. Develop and adhere to the Town's Procurement Procedures Manual and the Town's Procurement Ordinance.

2. Comply with Palm Beach County OIG requirements
3. Provides administrative support to the Town's Finance Advisory and Audit Committee in the selection and recommendation of an external auditor.

**6) Town Clerk:**

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

**7) 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.

**8) Water Control District:**

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

**9) 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.

**10) 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 meetings on an as needed, when needed basis, or as directed by Town Council.

**11) 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's 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 later 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

South Region All Urban CPI					
Month	2011	2012	2013	2014	2015
	12-month	12-month	12-month	12-month	12-month
January	1.7	3.2	1.6	1.7	-0.4
February	2.2	3.3	1.8	1.2	-0.3
March	2.8	2.8	1.5	1.5	-0.3
April	3.4	2.5	0.9	2.3	-0.6
May	4	1.6	1.3	2.4	-0.4
June	3.8	1.7	1.9	2.3	-0.1
July	4.1	1.4	2.2	2	-0.1
August	4.3	1.6	1.7	1.7	-0.2
September	4.1	2.1	1.3	1.7	-0.4
October	3.7	2.1	1.3	1.6	-0.1
November	3.8	1.6	1.5	1.3	
December	3.3	1.7	1.8	0.6	

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

	February			
Fiscal Year Budget	CPI	Amount to be paid	Amount paid	Delta
Contract Amount	\$250,625.00			
2012-13	3.3%	\$258,895.63	\$254,635.00	\$4,260.63
2013-14	1.8%	\$263,555.75	\$264,106.00	(\$550.25)
2014-15	1.2%	\$266,718.42	\$269,653.00	(\$2,934.58)
2015-16	0.0%			
<b>Subtotal</b>		<b>\$789,169.79</b>	<b>\$788,394.00</b>	<b>\$775.79</b>
Contract amount	\$75,000.00			
2012-13	3.3%	\$77,475.00	\$76,200.00	\$1,275.00
2013-14	1.8%	\$78,869.55	\$79,042.00	(\$172.45)
2014-15	1.2%	\$79,815.98	\$80,702.00	(\$886.02)
2015-16	0.0%			
<b>Subtotal</b>		<b>\$236,160.53</b>	<b>\$235,944.00</b>	<b>\$216.53</b>
<b>Total Owed UMSG:</b>				<b>\$992.32</b>

Following excerpts from Town of Loxahatchee Groves Annual Budget report page 29.

#### The Budget Calendar

"During April and May, Town Administration develops operating budgets, taking into consideration any ideas that may have resulted from the Strategic Plan review and update process."

...

"From April through July, the Council can be provided with a series of workshops..."

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT**  
**AGENDA ITEM NO. 6b.**  
MEETING DATE: 02/05/2016

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

**SUBJECT:** Town Road Speed Limit Policy

**1.BACKGROUND/HISTORY**

**Problem Statement:** The Town's established speed limit of thirty (30) miles per hour may exceed safe speeds for some Town roads.

**Problem Solution:** Town Council authorizes the Town Manager to establish lower speed limits within the Town.

Town road speed limit is established at thirty (30) mile per hour. There are many roads within the Town that should not and cannot accommodate the Town's speed limit of thirty (30) miles per hour for safety purposes.

Some Town roads are less than two-tenths (0.2) of a mile long. Adults, children and horses walk, run, or jog on the roads where motorized vehicles are traveling.

**2.CURRENT ACTIVITY**

Recently this office has instructed that speed limit signs be installed on town roads. As a result, I have citizens advise they would prefer to have much lower speed limits upon the roads where they live. They have requested that certain road speed limit be established at twenty (20) miles per hour.

**3.ATTACHMENTS**

**4.FINANCIAL IMPACT**

**5.RECOMMENDED ACTION**

Motion to authorize Town Manager and Town Attorney to prepare appropriate legislation to provide the Town Manager the authority to reduce the speed limits within the Town.

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

**RESOLUTION NO. 2016-08**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, EXPRESSING THE DESIRE AND INTENT OF THE TOWN COUNCIL TO REDUCE THE SPEED LIMIT OF OKEECHOBEE BOULEVARD WITHIN THE MUNICIPAL LIMITS OF THE TOWN FROM FORTY-FIVE (45) MILES PER HOUR; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has repeatedly expressed its concerns about the safety of users of Okeechobee Boulevards within the Town, as well as drivers who access or cross Okeechobee Boulevard from roadways within the Town; and,

**WHEREAS**, the speed limit on Okeechobee Boulevard has been forty-five (45) miles an hour since prior to the incorporation of the Town; and,

**WHEREAS**, the Town Council desires to reduce the speed limit of Okeechobee Boulevard from its current forty-five (45) miles per hour; and,

**WHEREAS**, the Town Council is aware that the speed limit of Okeechobee Boulevard within Royal Palm Beach, abutting the Town to the east, is thirty-five (35) miles per hour; and,

**WHEREAS**, in order to support a decision to reduce the speed limit of Okeechobee Boulevard from its current forty-five (45) miles an hour, the Town should review residential and business uses of property along and in the vicinity of Okeechobee Boulevard within the Town, as well as complete a study consistent with the standards of the Florida Department of Transportation (FDOT), in order to ensure that the change in speed limit along Okeechobee Boulevard within the Town is not arbitrary, and will be consistent with law; and,

**WHEREAS**, the Town Council finds it in the best interest of the Town to express its desire and intent to reduce the speed limit of Okeechobee Boulevard within the Town from forty-

five (45) miles an hour, and to authorize the Town Manager and Town Attorney to take actions necessary to implement the intent of this Resolution.

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

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

**Section 2.** The Town Council hereby expresses its desire and intent to reduce the speed limit of Okeechobee Boulevard within the municipal limits of the Town from forty-five (45) miles per hour to a lower speed provided by and supported by law.

**Section 3.** The Town Manager and Town Attorney are authorized to take all steps necessary to effectuate the intent of this Resolution, including without limitation to undertake a review of the residential and business uses along and in the vicinity of Okeechobee Boulevard, have a traffic study completed to confirm an appropriate lower speed limit for Okeechobee Boulevard within the municipal limits of the Town, and to advise Palm Beach County Commissioners, County Administration and County Engineering of the intent of the Town Council with the expectation of their support for the change.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** 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 upon adoption.

**RESOLVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF  
LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF FEBRUARY, 2016.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

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

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

APPROVED AS TO LEGAL FORM:

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

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

\_\_\_\_\_  
Council Member Goltzene

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

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

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2016-01**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2013-01 TO INCREASE THE COMPENSATION FOR COUNCILMEMBERS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 3(4)(e)2 of the Town Charter of the Town of Loxahatchee Groves authorizes the Town Council, by not fewer than four (4) votes, to adopt an ordinance to establish or increase compensation; and,

**WHEREAS**, in 2013, the Town Council adopted Ordinance No. 2013-01, which established compensation for the Town Council in the amount of \$500 per month; and,

**WHEREAS**, at its January 19, 2016, meeting, the Town Council directed the Town Attorney to prepare an ordinance for consideration to increase the compensation for Town Council to \$750 per month; and,

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves finds that it is in the best interest of the Town to establish compensation for the members of the Town Council, effective following the March 2016 Municipal Election in the Town, pursuant to the Town Charter.

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

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**Section 2.** The Town Council hereby amends Ordinance No. 2013-01, which established compensation for the members of the Town Council, and sets compensation for Town Council as follows:

Ordinance No. 2016-01

\$750.00 per month, per Councilmember, beginning May 1, 2016, unless there is a run-off from the March 15, 2016 Municipal Election in which case it shall be effective on the 1<sup>st</sup> day of the month following the month in which the elected council members are sworn into office following such run-off.

**Section 3.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Town’s Code of Ordinances upon the codification of the Town’s ordinances.

**Section 4.** All Ordinances or parts of Ordinances in conflict herewith are repealed to the extent of such conflict.

**Section 5.** If any Section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 6.** This Ordinance shall become effective as provided by law.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Councilmember David Browning

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

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

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 02/02/2016**

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

January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
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 <sup>th</sup> .
February 10, 2015	No activity on this item
January 26, 2015	No activity on this item
January 14, 2015	No activity on this item
December 29, 2014	A discussion with Minto's attorney indicated Palm Beach County would agree for the Town and Minto to enter into a funding agreement which may exclude the County.

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 02/02/2016**

**Trails:** 6th Court North from D Road to C Road

January 26, 2016	Town issued the NTP to WBI CONTRACTING OF PALM BEACH, INC. to remove the damaged culverts, replace and install trail gates. As of this date the project is nearly complete.
------------------	---

**Trails:** 6th Court North, Red Clover Nursery

January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
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

January 26, 2016	Town Council adopted a culvert replacement policy that can be used for this area of concern.
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.

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 02/02/2016**

**Roads:** Professional Services Group, LLC (PSG) has begun road improvements

January 26, 2016	<p>Safety as a priority, PSG started to provide pavement markings on speed humps. As of this date PSG has completed Town OGEM roads (North A, North C, and South C) for approximately 54 speed humps . Additionally, they have installed about 34 of 60 street signs; everything from turn, stop, speed limit, and other signs. Pavement markings on speed humps on North Road, North D, and F Road will begin in the next week.</p> <p>Finally, PSG will begin a Pilot Program using Asphalt Millings in the next week, weather permitting, on about 1.2 miles of Town Roads which includes road leveling and spreading. Costs for use of asphalt millings including the costs for leveling will not exceed the costs for the per ton charge for road material and labor (\$18.00/ton) currently used on Town Roads.</p>
January 22, 2016	<p>Staff received a complaint regarding speed limit sign as being too fast for her road. She stated that her neighbors wanted her to speak to the Town about removing the sign and possibly replacing it with a 15 or 20 MPH limit.</p>
Dec-2015	<p>PSG began working on town roads by grading and shaping</p>

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

January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	No response as of this date to request for meetintg.
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.
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. 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 15, 2015	No activity from SFWMD representative
January 14, 2015	No activity from SFWMD representative
December 16, 2015	No activity

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 02/02/2016**

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

- January 26, 2016 We have received no more complaints and no activity from PBSO
- January 12, 2016 Special detail has been ordered and awaiting further details.
- December 29, 2015 We have contact PBSO to implement a targeted effort to put a stop to this activity.

**Purchasing:** Request for Proposals for Debris Monitoring and FEMA Reporting Services.

- January 26, 2016 Advertisement for a new contractor has been advertised  
Town advertised RFP No. 2016-002 RFP Disaster Debris Monitoring Services.  
Sealed proposals must be received no later than 2:00pm on Wednesday,  
January 22, 2016 February 10, 2016. Services required are pre-event, post-event, and other  
necessary debris monitoring services as needed by the Town as a result of a  
hurricane or other disaster, as required. This is required due to the existing  
contract expiration.

**Purchasing:** Request for Proposals for Code Enforcement Services.

- January 26, 2016 At the 1/19/2016 Council meeting, Town Council authorized this office to  
continue its search for code enforcement providers. We have received at least  
one new name to contact.
- January 12, 2016 Contacting some individuals that have expressed an interest and FACE.
- 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.

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 02/02/2016**

**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.

January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
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.

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

January 26, 2016	Staff reported to the Health Department that several RV's are located on the property and the Department should investigate.
January 12, 2016	No activity on this item
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

January 26, 2016	Advertisements for contractors was advertised in the Palm Beach Post and on the Town's web site.
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.

**Roads:** Folsom Road Traffic Calming

January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
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
July 15, 2015	No activity to report
June 8, 2015	No activity to report
June 3, 2015	Provided information to the Town planner for thoughts and comments.

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT AGENDA**  
**MANAGER'S REPORT ITEM NO.8.a.**  
**MEETING DATE: 02/02/2016**

**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, Florida**  
**Town Council**  
**AGENDA ITEM REPORT**  
**AGENDA ITEM NO. 10a**  
MEETING DATE: 02/02/2016

**PREPARED BY:** Perla D. Underwood, UMSG

**SUBJECT:** Perpetual Use Permit – Recreational Trails

**1.BACKGROUND/HISTORY**

**Problem Statement:** Issuance of a non-exclusive Perpetual Use Permit to the Town to use, construct, and maintain certain public recreational trails.

**Problem Solution:** Approve the Perpetual use Permit with the LGWCD that sets forth conditions, responsibilities, and trail construction coordination, schedule, and process.

**2.CURRENT ACTIVITY**

Exhibit “A” to the Permit identifies three separate ORB Plat Books, and pages as recorded in the Palm Beach County public records. In an attempt to identify maintenance easements included as part of the Perpetual use Permit, the Town’s engineers have reviewed all county records, and provided a listing (Attachment of Exhibit A) for all segments granted by the LGWCD and included as part of Exhibit “A” to the Perpetual use Permit.

**3.ATTACHMENTS**

Perpetual use Permit

Exhibit “A” Public Recreation Trails in District Easements

Attachment to Exhibit “A” - Listing all Maintenance Map Specific Purpose Surveys included in the identified and recorded on September 24, 2015 and November 10, 2015 by the LGWCD

**4.FINANCIAL IMPACT**

Not applicable at the present time.

**5.RECOMMENDED ACTION**

Motion to approve and authorization for Mayor to execute Perpetual use Permit Agreement between the Town and the LGWCD



# LOXAHATCHEE GROVES WATER CONTROL DISTRICT

RECEIVED  
JAN 14 2016

January 14, 2016

BY: BK

## VIA HAND DELIVERY

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

## RE: PERPETUAL USE PERMIT – RECREATIONAL TRAILS

Dear Bill:

Attached is one (1) original Perpetual Use Permit dated January 14, 2016 to be issued by the District to the Town as a non-exclusive permit to use, construct, and maintain certain public recreational trails within the District easements identified in the attached Exhibit "A".

The Permit was approved by the District's Board of Supervisors at its January 11, 2016 regular Board meeting and has been signed by the Board Chairman.

Please ask the Town Mayor to sign the original Permit and have it witnessed and notarized. Upon execution by the Town, please contact the District office to coordinate pick-up of the original Permit from the Town office for recording. A copy of the recorded document will be provided to the Town.

Thank you for your prompt attention to this matter.

Sincere regards,  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT

Stephen E. Yohe, P.E.  
District Administrator

SEY/lrb  
attachment

**PREPARED BY:**

Mary M. Viator, Esquire  
Caldwell Pacetti Edwards Schoech & Viator, LLP  
One Clearlake Centre, Suite 600  
250 South Australian Avenue  
West Palm Beach, Florida 33401

**RETURN TO:**

Loxahatchee Groves Water Control District  
Post Office Box 407  
Loxahatchee, Florida 33470

[Space above this line for recording data.]

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT  
PERPETUAL USE PERMIT NO. 2016-\_\_\_\_\_**

*January* **THIS PERPETUAL USE PERMIT** (the "Permit"), is granted this 14<sup>th</sup> day of January, 2016, by **LOXAHATCHEE GROVES WATER CONTROL DISTRICT** (hereafter referred to as "District"), whose mailing address is 101 West "D" Road, P. O. Box 407, Loxahatchee, Florida 33470-0407, to **TOWN OF LOXAHATCHEE GROVES, FLORIDA**, a Florida municipal corporation (hereafter referred to as "Permittee" or "Town"), whose mailing address is 155 F Road, Loxahatchee Groves, FL 33470, as a **NON-EXCLUSIVE PERMIT TO USE, CONSTRUCT AND MAINTAIN CERTAIN PUBLIC RECREATION TRAILS WITHIN THE DISTRICT EASEMENTS IDENTIFIED IN THE ATTACHED EXHIBIT "A"** (the "Easements"), subject to the following Conditions

**CONDITIONS:**

1 Permittee understands and agrees that the use of the Easements pursuant to this Permit is subordinate to the rights and interest of District as provided in District's Authorizing Legislation. Further, Permittee hereby stipulates that Permittee is not relying upon any representations by District whatsoever regarding District's Easements other than as stated in Ch. 2014-247, Laws of Florida. This Permit shall not be construed as a representation that District has sole authority with respect to the affected real property.

2 District expressly reserves the right to maintain its Works (as defined in the Interlocal Agreement described in Condition 9, below, and incorporated herein) located within the Easements; to make improvements thereto; add additional Works; maintain, construct or alter any Works, facilities, devices or improvements on the property which aid in, or are necessary to, District responsibilities and operations; and the right to enter upon the affected lands at all times for such purposes without unreasonably affecting Permittee's Trails, Permittee's Works therein, or public use thereof.

3. Permittee agrees that it will not use the Easements in any manner which materially or unreasonably interferes with their use by District or causes a hazardous condition to exist.

4. District assumes no responsibility for the ownership, operation and/or maintenance of the Town Works (as defined in the Interlocal Agreement described in Condition 9, below, and incorporated herein), other than to the extent incidental to regularly scheduled District maintenance of its rights-of-way.

5. Permittee's repair and maintenance responsibilities are as set forth in Section 4 of the Interlocal Agreement referenced in Condition 9, below, and incorporated herein.

6. The rights and obligations contained herein shall be binding upon Permittee, the District and their successors and assigns, provided, however, that the rights and obligations of the Permittee shall not be separated from, and shall run with, the property described in the attached **Exhibit "A"**. The parties agree that a copy of this Permit may be recorded in the Public Records of Palm Beach County, Florida.

7. Issuance of this Permit shall not constitute a waiver or approval of any permit from other governmental agencies or entities which may be required by law.

8. Trail Construction Coordination, Schedule & Process.

A.. Town shall provide District Engineer with copies of plans and specifications in detail and format sufficient to identify the location and nature of Works to be installed, including, but not limited to, base material(s) and composition, fencing, gates, signage, and other ancillary, incidental or accessory improvements. District Engineer shall have thirty (30) calendar days from receipt within which to review the plans (the "Comment Period"). If any concerns are identified, District Engineer shall so advise Town Staff in writing and the parties shall promptly meet to resolve them. If issues cannot be resolved within thirty (30) days after the conclusion of the Comment Period, District and Town Staffs will seek direction from their respective Governing Bodies. If Town receives no written concerns within the Comment Period, the plans and specifications will be deemed approved by District as submitted. Approvals shall not be unreasonably withheld.

B, Town may commence construction of Trails upon District approval of Town's plans and specifications; provided that construction may not commence before filing of Easement Maps. If Easement Maps are filed in phases, Town's construction of Works and public use of Trails shall correspond and be limited to the area identified therein.

C. Town's Works shall be constructed in accordance with the approved plans and specifications. Deviations from the approved plans shall be coordinated with and approved by the District Engineer. Significant deviations from approved plans, as determined by the District Engineer, may require submittal of revised plans in the manner provided in Section 8.A, above.

D. Notification shall be given to the District Administrator at least forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the construction activity is deemed completed, a final

inspection shall be held by the District Engineer in the presence of an authorized representative of Permittee.

E. Town may, in its discretion, submit plans for construction of Works for Trails to District in phases. No additional Permits will be required for phases, but each proposed design and plan phase shall be approved through the process outlined in this Section 8.

F. Upon Completion of each phase, a Final Release from the District Administrator and the District Engineer for the constructed Works will be delivered to Town.

G. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of this Permit.

H. Upon issuance of a Final Release, Permittee shall deliver to the District office one (1) complete set of "record drawings" in electronic and/or other format required by the District Engineer and District Administrator.

9. The terms and conditions of that certain "Interlocal Agreement" by and between District and Town, executed on May 26, 2015 and recorded on May 28, 2015 in Official Record Book 27563, Page 824 as Document No. 20150196260, Public Records of Palm Beach County, Florida (hereafter, the "ILA") are hereby incorporated into this Permit by this reference. In case of a conflict between the express terms and conditions of the ILA and of this Permit, the terms of the ILA shall prevail.

10. PERMITTEE CONTACT INFORMATION

William F. Underwood, II, Town Manager  
**Name**

(561) 793-2418  
**Business Phone**

Town of Loxahatchee Groves  
155 "F" Road  
Loxahatchee, FL 33470  
**Address**

\_\_\_\_\_  
**Other**

**ATTORNEY**

Michael D. Cirullo, Jr.  
Goren, Cherof, Doody, & Ezrol, P.A.  
**Name**

(954) 771-4500  
**Business Phone**

3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, FL 33308  
**Address**

\_\_\_\_\_  
**Other**

**ENGINEER**

Randy Wertepny, P.E.  
Keshavarz & Associates, Inc.  
**Name**

(561) 689-8600  
**Business Phone**

711 North Dixie Highway, Suite 201  
West Palm Beach, FL 33401  
**Address**

\_\_\_\_\_  
**Other**

**AGENT/OTHER REPRESENTATIVE**

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Other

11. Addenda, This Permit may be supplemented by Addenda reflecting phasing of filing of Easement Maps or construction of Works.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PERMIT ISSUED THIS 14<sup>th</sup> DAY OF January, 2016 BY ORDER OF THE BOARD OF SUPERVISORS OF LOXAHATCHEE GROVES WATER CONTROL DISTRICT

WITNESSES

DISTRICT:

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

(1) Lynette R. Ballard  
Print Name: Lynette R. Ballard

By: David Demarois  
DAVID DEMAROIS  
Title: CHAIR

(2) [Signature]  
Print Name: Stephen E. Yohs

[DISTRICT SEAL]

STATE OF FLORIDA                    )  
COUNTY OF PALM BEACH        )

The foregoing instrument was acknowledged and subscribed before me this 14 day of January 2016, by DAVID DEMAROIS, as CHAIR of LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special district of the State of Florida, on behalf of said District. He is \_\_\_\_\_ personally known to me or has produced \_\_\_\_\_ [type of identification] as identification and did take an oath.



(NOTARY SEAL)

Lynette R. Ballard  
LYNNETTE R. BALLARD  
Notary Public, State of Florida  
My Commission Expires:

PERMITTEE ACKNOWLEDGEMENT AND ACCEPTANCE

ON BEHALF OF PERMITTEE, I ACKNOWLEDGE RECEIPT OF AND UNDERSTAND AND ACCEPT THE CONDITIONS OF THIS PERMIT:

WITNESSES:

PERMITTEE:

TOWN OF LOXAHATCHEE GROVES, FLORIDA, a Florida municipal corporation

(1) \_\_\_\_\_

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

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

Name printed: \_\_\_\_\_  
Title Mayor

(2) \_\_\_\_\_

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

[TOWN SEAL]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged and scribed before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as Mayor of **TOWN OF LOXAHATCHEE GROVES, FLORIDA**, a Florida municipal corporation, on behalf of said Municipal Corporation. He/she is \_\_\_\_\_ personally known to me or has produced \_\_\_\_\_ [type of identification] as identification and did take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

(NOTARY SEAL)

**EXHIBIT "A"**

**PUBLIC RECREATION TRAILS IN DISTRICT EASEMENTS**

**ORB Plat Book 1, Pages 146-153, recorded September 24, 2015**

**ORB Plat Book 1, Pages 154-157, recorded September 24, 2015**

**ORB Plat Book 2, Pages 1-68, recorded November 10, 2015**

**All Public Records of Palm Beach County, Florida**



Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470

January 15<sup>th</sup>, 2016

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

Reference: Loxahatchee Groves Maintenance Maps K&A Project No. 15-1091

Dear Ms. Perla Underwood,

Please find attached a flash drive that contains PDF's of the following Maintenance Map Specific Purpose Surveys for:

1. Canal Maintenance along portions of Collecting Canal from B Road to Folsom Road; Misc. Book 1, Pages 146 - 153 (Sheets 3, 4, 5, 6 & 8 are not visible).
2. Canal Maintenance along portions of Collecting Canal from B Road to Folsom Road; Unrecorded (All sheets visible).
3. Canal Maintenance along portions of "A" Canal and Collecting Canal. South of Collecting Canal & West of B Road; Misc. Book 1, Pages 154 - 157 (Sheets 3 & 4 are not visible).
4. Canal Maintenance along portions of "A" Canal and Collecting Canal. South of Collecting Canal & West of B Road; Unrecorded (All sheets visible).
5. Canal Maintenance along portions of "A" Road, "B" Road, "C" Road, "D" Road, "E" Road, "F" Road, Folsom Road, West "G" Road, East "G" Road, 25<sup>th</sup> Street North, and (North and South) North Road; Misc. Book 2, Pages 1 to 68 (Sheets 4 - 10, 12 - 18, 20 - 26, 28-34, 35-42, 44-52, 54, 56, 58, 60-63 and 65-67 are not visible).
6. Canal Maintenance along portions of "A" Road, "B" Road, "C" Road, "D" Road, "E" Road, "F" Road, Folsom Road, West "G" Road, East "G" Road, 25<sup>th</sup> Street North, and (North and South) North Road; Unrecorded (All sheets visible).
7. Maintenance Map for portions of "F" Road from Southern Blvd. to (South) North Road; Road Book 11, Pages 162 to 169; Misc. Book 11, Pages 162 to 169 (All sheets visible).

8. Maintenance Map for portions of "F" Road from Southern Blvd. to (South) North Road; Unrecorded (Sheets 4-17, 19-30, 32-33, 35, and 39-42 are not visible).
9. Road Maintenance along portions of South "A" Road, North "B" Road, South "D" Road, "E" Road, West "G" Road, East "G" Road, 25<sup>th</sup> Street North, (South) North Road, and Collecting Canal Road; Misc. Book 12, Pages 1 to 42 (Sheets 4 to 17, 19 to 30, 32 to 33, 35, 37 and 39 to 42 are not visible).
10. Road Maintenance along portions of South "A" Road, North "B" Road, South "D" Road, "E" Road, West "G" Road, East "G" Road, 25<sup>th</sup> Street North, (South) North Road, and Collecting Canal Road; Unrecorded (all sheets visible).

Should you have any questions or require any additional information, kindly contact our office.

Sincerely,  
KESHAVARZ & ASSOCIATES, INC.



Scott F. Bryson, P.S.M.  
Vice President Surveying

Enclosure

CC: Mr. William F. Underwood

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

**AGENDA ITEM NO. 10.b**

MEETING DATE: 02/02/2016

**PREPARED BY:** Perla D. Underwood, UMSG  
**SUBJECT:** Repair to NE corner of South F Road and 6<sup>th</sup> Court North

**1. BACKGROUND/HISTORY**

**Problem Statement:** LGWCD has insufficient funds to make the necessary repairs to the the northeast corner of South F Road and 6<sup>th</sup> Court North.

**Problem Solution:** Provide funding to LGWCD to install a catch basin and culvert repair. At the IGC meeting of 12/23/2015, discussion regarding drainage problem at the subject property was discussed. At that meeting, management recommended the LGWCD submit a request for funding to be placed on a future Town Council Agenda.

**2. CURRENT ACTIVITY**

On January 26, 2016, the Town received a letter and requests to fund the repairs in the amount of \$9,606.75. This was based on written quotes from two vendors.

**3. ATTACHMENTS**

Letter of Request dated 01/26/2016  
Quote from WBI Contracting of Palm Beach, Inc.  
Quote from MJC Land Development, LLC

**4. FINANCIAL IMPACT**

\$9,606.75 with recommended funding from Transportation Fund,  
District Road Maintenance Account No.101-541-469-000 with a transfer from Special Projects  
Account No. 101-541-632-000

**5. RECOMMENDED ACTION**

Motion to authorize subsidy to the LGWCD in the amount of \$9,606.75 to make the requested drainage repair as identified in the WBI Contracting Proposal of 01/18/2016



# LOXAHATCHEE GROVES WATER CONTROL DISTRICT

January 26, 2016

**VIA HAND DELIVERY**

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

**RE: REPAIR TO NORTHEAST CORNER OF SOUTH "F" ROAD AND SIXTH  
COURT NORTH**

Dear Bill:

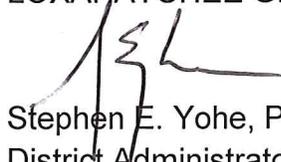
Per the consensus of the December 23, 2015 Intergovernmental Coordination Committee, the District is providing this letter to the Town to propose the District repair the referenced corner and be reimbursed by the Town.

Attached are competitive proposals obtained by the District to install a drainage catch-basin and culvert and make pavement repairs to the referenced corner. The low proposal is \$9,606.75.

Please let District staff know how you would like to proceed.

Thank you.

Very truly yours,  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT

  
Stephen E. Yohe, P.E.  
District Administrator

SEY/lrb

attachments

cc: Carmen P. Geraine, District Clerk / Bookkeeper (with attachments)

**WBI** CONTRACTING OF PALM BEACH, INC.

1544 "B" Road

LOXAHATCHEE, FL 33470

PHONE 561-718-3319

jorgeperezatwbi@aol.com

## PROPOSAL

Submitted to: L.G.W.C.D.

101 West D Road, Loxahatchee Fl 33470

Phone: 561-793-0884

Fax: 561-795-6157

Contact: Steve Yohe

January 18, 2016

Proposal submitted by Jorge Perez

Job Name: F Road and 6th Ct North Drain Basin

We offer the following scope of work as follows:

### **Drain Basin Installation**

Provide & install Type "C" drain basin

Remove and replace guard rail as needed

Provide & install 18" aluminum pipe to discharge at collecting canal

12" Base rock course at road crossing

Density test on Pipe backfill

Asphalt Patch at road crossing (10' x 18') 1.5" Thick \*

Asphalt repair to include existing pot hole and some edge repair along basin

Regrade yard area around basin and install sod

Sod canal bank and any affected areas with sod

Maintenance of Traffic and 24 hour notification of road closure

**Total Bid: \$9,606.75**

Excludes: Permit fees, Surveying, As-builts, dredging of canal, Removal and replacement of unforeseen soil conditions.

Payments to be made within 30 days of invoice date or a 1.5% fee will be billed monthly.

Proposal accepted by: \_\_\_\_\_  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT



**MJC Land Development, LLC**  
 1128 Royal Palm Beach Blvd. #340  
 Royal Palm Beach, FL 33411  
 Office: (561)688-5004 / Fax: (561)688-6403  
[Jeff@mjclanddev.com](mailto:Jeff@mjclanddev.com) / [www.mjclanddev.com](http://www.mjclanddev.com)



TO:	Town of Loxahatchee
Address:	155 F Rd.
City, St	Loxahatchee, FL
Project:	F rd & 6th Drain basin installation
Proposal:	2383
Date:	1/13/2016

Attn:	Steve
Location:	Loxahatchee, FL
Plans:	N/A
Sheets:	N/A
Dated:	N/A

## Proposal: Page #1

	Drainage:	Quantity	Units	Cost	Amount
1	Labor & Equipment	1	ls	\$4,450.00	\$4,450.00
2	Material	1	ls	\$9,435.00	\$9,435.00
3					
4					
5					
<b>Total Amount:</b>					<b>\$13,885.00</b>

## Term/Conditions

1	Sizes of asphalt patch and location of inlet determined by MJC
2	MJC will supply Density testing
3	MJC will supply all labor & equipment
4	MJC will supply all material
5	MOT supplies by others
6	Pipe to be installed above water level at the time of installation
7	Asphalt will be 1.5" thick
8	Pipe will be 18" corrugated metal pipe/corrugated aluminum pipe
9	Only testing by MJC is (up to 3) density test on baserock
10	

MJC: \_\_\_\_\_

Owner / Contactor: \_\_\_\_\_

<b>Page#1 Total:</b>	<b>\$13,885.00</b>
<b>Total Job Amount:</b>	<b>\$13,885.00</b>

Proposal accepted upon both parties signing / Proposal good for 30 days / Please see notes attached

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT**  
**AGENDA ITEM NO.**  
MEETING DATE: 02/05/2016

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

**SUBJECT:** Town Road Speed Limit Policy

**1.BACKGROUND/HISTORY**

**Problem Statement:** The Town's established speed limit of thirty (30) miles per hour, pursuant to ULDC Section 100-045(A)(3), may exceed safe speeds for some Town roads.

**Problem Solution:** Town Council authorizes the Town Manager to establish lower speed limits within the Town.

Town road speed limit is established at thirty (30) mile per hour. There are many roads within the Town that should not and cannot accommodate the Town's speed limit of thirty (30) miles per hour for safety purposes.

Some Town roads are less than two-tenths (0.2) of a mile long. Adults, children and horses walk, run, or jog on the roads where motorized vehicles are traveling.

**2.CURRENT ACTIVITY**

Recently this office has instructed that speed limit signs be installed on town roads. As a result, I have citizens advise they would prefer to have much lower speed limits upon the roads where they live. They have requested that certain road speed limit be established at twenty (20) miles per hour.

**3.ATTACHMENTS**

**4.FINANCIAL IMPACT**

**5.RECOMMENDED ACTION**

Motion to authorize Town Manager and Town Attorney to prepare appropriate legislation to provide the Town Manager the authority to reduce the speed limits within the Town.