



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA

TUESDAY, FEBRUARY 16, 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 16, 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 Comments

3. CONSENT AGENDA

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

- a. Minutes: February 2, 2016 Town Council Meeting
- b. Hurricane Debris Collection Agreement Renewal - Bergeron

MOTION	SECOND	VOTE
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4. PRESENTATIONS

- a. Road Grading Status Report – Bergeron Land Development Inc.

5. COMMITTEE REPORTS – none scheduled

6. RESOLUTIONS

- a. RESOLUTION NO. 2016-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TERMINATING FOR CONVENIENCE THE TOWN’S AGREEMENT FOR THE GRAVEL ROAD GRADING AND OTHER ROAD SERVICES FOR TOWN ROADS WITH PROFESSIONAL SERVICES GROUP, LLC; APPROVING A TERMINATION AND MUTUAL RELEASE AGREEMENT BETWEEN THE TOWN AND PROFESSIONAL SERVICES GROUP, LLC; DIRECTING THE TOWN MANAGER TO PROVIDE A COPY OF THIS RESOLUTION AND NOTICE TO PROFESSIONAL SERVICES GROUP, LLC; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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7. ORDINANCES

- a. ORDINANCE NO. 2016-01 (Second 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.

MOTION	SECOND	ROLL CALL VOTE
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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

- a. 8th Place North/D Road – Repair Costs

MOTION	SECOND	VOTE
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10. NEW BUSINESS

- a. Discussion and Direction on extra grading for B Road prior to commencement of construction project, as an addition to Bergeron contract.

MOTION	SECOND	VOTE
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11. COUNCIL REPORTS

a. Vice Mayor Ron Jarriel

1. Discussion and direction for GelTech Solutions Dust Control Pilot Program
(continued from 1/19/16 and 2/2/16 agendas)
2. Discussion and direction on adult entertainment businesses
3. Discussion and direction on support of County Infrastructure Surtax

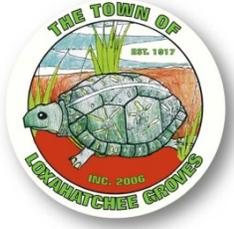
12. CLOSING COMMENTS

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

12. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for March 1, 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, February 2, 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 and Ryan Liang. Also present was Town Manager Bill Underwood, Town Attorney Michael D. Cirullo, Jr., and Town Clerk Virginia Walton. Council Member Jim Rockett was absent.

b. Pledge of Allegiance & Invocation – Mayor Browning

c. Approval of Agenda

Manager Underwood requested the addition to the consent agenda of an application for connection to PBC Water Utilities for the First Holiness Church

Motion: a motion to approve this addition to the consent agenda was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 4 – 0.

Council Member Goltzené requested that item #6a be continued to the April 1, 2016 agenda.

Motion: a motion to continue item #6a to the 4/1/2016 agenda was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 4 – 0.

Motion: a motion to approve the agenda as revised, including Addendum #1, was made by Vice Mayor Jarriel and seconded by Council Member Goltzené. Motion passed 4 – 0.

2. PUBLIC COMMENTS

Dennis Lipp stated, based on what had occurred during the last elections, he hoped the election process for the March 2016 elections would be handled above board.

Robin McCloud stated she lived on Folsom Road and when there was a lot of rain, someone made cuts into their land and drained the muddy water into their pond. She wanted to know who was responsible for this and how to make it stop. Mayor Browning asked Manager Underwood to make a note to check on this.

Marge Herzog announced that the Landowner's Association would be having a Candidate Forum on March 25, 2016, starting at 7:00 pm, and invited everyone to attend. She also hoped all candidates would be present.

Virginia Standish thanked all members of the various committees for volunteering their service. Also, why was 161st the only Town road that was graded weekly, while all the others are graded only once a month. The Town Council should make decisions based on all the residents and should have a consistent policy for all roads.

Keith Harris stated there seemed to be different terminology used in Loxahatchee Groves. He was accused of "bashing" someone at the last meeting. His comments were to make the point that after the last election the Town Council voted not to let people speak. His comments were not about a check issued by Council Member Rockett. He was talking about another candidate who had picked up people's absentee ballots and assisted by a council person whose son had an illegal business in Town; then the candidate, once elected, made a motion to change the zoning for the son's illegal business. The Mayor also had stated that there needed to be balance between the Water Control District and the Town. Mr. Harris stated this was a new Era and their needed to be a single government. Where was the 5 year plan or the 10 year plan by the Town? Listen to your public. (Mr. Harris's comments extended beyond the three minute time limit, but asked and was granted an extension on time.)

Todd McLendon stated he saw a lot of new faces here tonight. He was running for Council and would be happy to meeting anyone in the lobby to listen to their comments and concerns.

Ken Woods, President of PSG, stated he had drafted a letter and would make his comments from that letter. It was the intention of the Vice Mayor tonight to call for the termination of his company; and he agreed that PSG was not a suitable company for the Town based on: 1) he was not willing to jeopardize the integrity of his company and undermine the best interests of the citizens; 2) in his opinion, the only suitable company would be one that showed preferential treatment to the Vice Mayor; and 3) in his opinion, it was the intention of the Vice Mayor to bankrupt the Town and have the Water Control District take control. Mr. Woods stated he had filed a formal complaint with the Florida Election Commission and the State Attorney's Office in Tallahassee.

Nick Gordon, San Diego Drive, stated his road had potholes, flooding and no drainage. He was a firefighter and had concerns about the ability of emergency vehicles having access to the road. Why were the roads only being graded monthly? If B Road was paved all the way, would it drain into them? They would rather have their road paved.

Mark Jackson stated he wanted his road taken off the tax role and no grading at all to be done. He has taken care of it himself for years. Now the new company had graded the road, scrapped off the rock he had put down and ruined the road crown. He submitted a bill for the rock he had purchased, wanted to have the rock replaced at Town expense and no more grading. Also, to do grading on these roads just once a month was not enough.

Motion: a motion to receive and file the bill was made by Vice Mayor Jarriel and seconded by Council Member Goltzené. Motion passed 4 – 0.

Cletus Keaton read a letter into the record requesting a response from his previous request that the Town Council instruct the Town Manager and Attorney have the Attorney General's Office clarify three issues: 1) Bona Fi Ag Exempt statute as it related to land clearing; 2) extend of Town's Management having authority to qualify land as Bona Fi Ag Exempt; and 3) address method the County uses for qualifying land as Bona Fi Ag Exempt. He clarified that the intent of his last letter as written was that someone was either negligent or complicit for his request to go unanswered and would suggest a possible ethics issue. He wanted to know when light commercial had been allowed on his road. His neighbor had started a business and was encroaching on the 15 foot setback required.

Motion: a motion to received and file the letter was made by Council Member Goltzené and seconded by Council Member Liang. Motion passed 4 – 0.

a. Council Response to Public Comments

Mayor Browning asked Mr. Keaton if he had filed a complaint against his neighbor. Mr. Keaton responded he had not. He felt the Town Management had not addressed the right driveway. The dedicated easement ended there, but was told it went all the way thru. He had gotten the paperwork signed, but was too late to file.

Council Member Goltzené responded to Mr. Jackson's comment that the Town had asked and received the Attorney General Opinion and that opinion was what they were basing the responses on. The Town does not decide who is Ag Exempt; the County Property Appraiser does. It is true there are two sets of rules, but those rules are made in Tallahassee and the Towns just have to go by them. Regarding roads, Council Member Goltzené agreed that just pushing the dirt around is not helping and the roads needed to be paved. Once the District turns the roads over to the Town, the Town could do just that; however, they were not allowed to spend public funds on private roads.

Regarding Mr. Harris' comments, Vice Mayor Jarriel stated he was a Vietnam Vet and no one can stop his first amendment rights to campaign for whomever he feels is the best for this Town. Also, Mr. Harris had lied for the last month because he knew that the investigation into ballot fraud had been closed in November due to not enough evidence. Mr. Harris responded that the case had been re-opened in January 2016. Vice Mayor Jarriel stated he would check on that. Regarding Robin McCloud's comments, they were working on trying to get Collecting Canal turned over from the Water Control District. It needs to be paved and culverts and basin installed. Regarding Virginia Standish's comments about grading only once a month, the contract reads "once a month or whenever needed". The rain does impact what work was done. It has to do with money. Regarding 161st, it is two miles long with 57 five acre residents and has a lot of use as a pass-thru street. It is no longer being done once a week with the new contractor. Regarding the two letters to the Town Council from Mr. Woods calling him a liar, he would discuss this company more during his Council Comments, but he would like to have Mr. Woods take a lie detector test to prove who was telling the truth and who was not. Regarding San Diego Drive, this was the nastiest road in Town and records show the last time it was graded was January 1st. The Town Manager tried to help and he hoped theirs would be top of the list for the new company. They needed to drop three loads of fill and also follow with a water truck and roller. Regarding Mr. Jackson's comments, he had seen the road torn up and had asked the Manager not to grade because they had known for years that he had always done his own road. He hoped the Town would buy the rocks to replace what was scrapped off. Regarding Mr.

Keaton's comments, he knew the situation where the neighbor had put a double wide trailer and 48 stalls on the five acre property and was dumping manure in a dumpster right on the property line by Mr. Keaton. Vice Mayor Jarriel agreed that he should file a nuisance complaint, but reminded him that there was a one year deadline.

Mayor Browning responded to some statements that had been made by Mr. Harris regarding alleged previous statements by Mayor Browning that the Town would never have been incorporated if not for the Water Control District, and Mr. Harris felt that the Mayor put the Water District interests first. Mayor Browning stated that he had resigned from the District to run for the Town Council because he believed in the Town, but he knew at that time that the two entities had to co-exist. Mayor Browning added that it was now time for the District to be secondary and the Town to take responsibility for the roads. Regarding the grading issues, there had been a major water event the past two weeks which had severely impacted the condition of the roads. The Water Control District had been contacted to assist but was not interested in helping. The Town was trying new things to resolve the road condition issues, and were willing to spend some money to do so, but not unless the Town owned the roads.

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
- d. Approval of Connection to Palm Beach County Water Utilities Department for First Holiness Church of the Living God Inc.

Motion: a motion to approve the consent agenda, as revised, was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 4 – 0.

4. PRESENTATIONS

- a. State Attorney Dave Aronberg – 15th Judicial Circuit, Palm Beach County – **this item was pulled from agenda under Addendum #1**
- b. Diane Suave, Palm Beach County Animal Care and Control

Ms. Suave introduced herself and gave a brief outline of the programs and areas that Animal Care and Control is responsible for. There was a question and answer period with the audience concerning areas involving feral cats, neutering programs, horses, cows, pigs, and briefly on the slaughtering issues currently going to trial. Council thanked Ms. Suave for coming and stated anyone wanting further information on any programs could meet with Ms. Suave in the lobby.

- 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.

Ms. Malaney explained that the GFOA had been in existence since 1907 and stressed high quality financial reporting as its goal. There were only 3700 municipalities in all of the United States and Canada, and only 255 in all of Florida, who had attained this Certificate of Achievement for Excellence. This was the ninth year in a row that Loxahatchee Groves, which was a major accomplishment. Ms. Malaney credited Perla Underwood for this year's award and presented her with the plaque honoring this accomplishment.

d. Palm Beach County Fire-Rescue Annual Report – October 2, 2014 – September 30, 2015

Battalion Chief Mike Arena gave a powerpoint presentation for the yearly statistics for Fire-Rescue activities in Loxahatchee Groves, as well as outlining the equipment used and available from surrounding stations and the ongoing training of Fire-Rescue personnel. Battalion Chief Arena answered questions from the Council and from the audience of residents.

5. COMMITTEE REPORTS

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

Ms. Kane stated the Committee had welcomed a new member who had vast experience and would be a wonderful addition. The Committee reviewed the financial reports for October, November and December and recommended approval. Ms. Kane stated the Committee also looked at the financial related policies and procedures and found some to be contradictory. They would be working on recommendations for more practical and efficient policies and procedures in the near future. The Committee also looked at one option for investment of excess Town funds; but they wanted to look at other options prior to making any recommendations in a presentation for the March 1, 2016 agenda.

Motion: a motion to accept the report from the FAAC Committee was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 4 – 0.

6. RESOLUTIONS

a. RESOLUTION NO. 2016-07 (Agreement) – **this item was continued until the April 5, 2016 agenda**

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. 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.

Town Attorney Cirullo advised the Council that this ordinance was to express the intent of the Town to begin the process of a study to see the feasibility of lowering the speed limit; authorize the Manager and Attorney to communicate with Palm Beach County and the FDOT, and then bring back the findings of the study and meetings so that the Council could make a decision. There were no Council comments or public comments on this item.

Motion: a motion to approve the resolution was made by Council Member Goltzené and seconded by Council Member Liang. Motion passed 4 – 0.

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.

Town Attorney Cirullo stated this ordinance was brought forward at the request of Council at the last meeting. The second reading and adoption would require a super majority of four votes. Once adopted, it would not take effect until after the current election cycle, on May 1, 2016, unless there was a run-off election. In that case, it would take effect after the run-off election cycle. There were no Council comments or public comments on this item.

Motion: a motion to approve the ordinance on first reading was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 4 – 0.

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 WBI would be finished shortly with 6th Court North and it looked very nice. Regarding 6th Court North nursery, a survey was needed to expand the trail. He was implementing the culvert policy and noted there were three or four on “B” Road, as well as the culvert on “C” Road that collapsed. On this one, the power pole and culvert were side by side.

Council Member Goltzené wanted to know why the District wasn't responsible for this repair since their report shows they are still collecting assessments for “C” Road, as well as for “F” Road. They were pennywise & pound foolish if they didn't do this culvert work while the surface was off the road. Also the canals are caving in. This is not a problem the Town created,

but will probably be the Town that has to fix. The District doesn't do what they should. We need to stop pushing dirt and put down a surface that will last.

Vice Mayor Jarriel stated the Town was trying to get the roads. Regarding "C" Road, that work was finalized by the resident. Vice Mayor Jarriel stated the cost to repair quoted by PSG was over 30,000, plus the cost of PBSO and the barricades. This should have been handled in a few hours, not days. In addition, the pole and the culvert were not side by side, but had a four to five foot difference. Vice Mayor Jarriel didn't like the Water District being condemned because he felt they were doing a good job. He was afraid that if the Town got the roads, they would not be able to handle it. Vice Mayor Jarriel stated the Water District had funds in the bank to replace culverts on OGEMED roads, and hopefully "B" Road would be done before the hurricane season. Manager Underwood added that we needed to survey the existing EGEMED roads and advise the Water District which ones to replace. Vice Mayor Jarriel reminded the Council that the Charter does not allow the Town to borrow money and they couldn't get grants if there was no money to cover their portion. Council Member Goltzené responded that the Town had cash in the bank now for milling the Town roads. Manager Underwood was asked to verify if that was correct and let Council know.

Motion: a motion to direct the Town Manager to bring back a plan for paving all the Town roads was made by Vice Mayor Jarriel and seconded by Council Member Goltzené. Motion passed 4 – 0.

Manager Underwood asked the Council if they wanted to agree to weekly grading until the road problem was fixed. Direction was to find out about additional costs involved and bring back to Council.

Manager Underwood advised the Council that the signs had been received and about half had been installed. There was a test asphalt milling that was done on East Citrus. They had found other locations where this was used and it had stood up well. There was no action on 43rd Street with SFWMD; there had only been two complaints about illegal dumping this past year; the debris monitoring bid was out, with a bid opening date of 2/10/2016; and he had a new name to pursue for a possible code enforcement officer.

Manager Underwood responded to questions from Council about the painting of the speed humps. The cost so far was approximately \$40,000. Council thought this was excessive, and suggested getting quotes to see if this would save some money. The current speed humps were 500 feet apart, but on "B" Road it had been decided that they would be 1,000 feet apart. There was also discussion about having signs on high poles warning of the speed hump locations. Manager Underwood reminded Council that the striping had been part of the existing bid and thermoplastic paint had been used. They could not go back out to bid because they already had an existing bid, and Bergeron's quote had been much higher.

Motion: a motion to cease all painting of speed humps until further notice was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 4 – 0.

Mayor Browning called a break in the meeting at 9:00 pm. Meeting reconvened at 9:10 PM

9. OLD BUSINESS – non scheduled

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. – This item was pulled from the agenda under Addendum #1 because no maps had been provided.
- 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 6th Court North, which are District Roads.

Manager Underwood advised the Council that if approved the funds would have to come out of the Transportation Fund and additional funds out of the Special Projects Fund. Vice Mayor Jarriel stated this should be approved because this would be part of our trails. Council Member Goltzené stated the Town should not pay for any repairs to a road until that road was turned over to the Town. Other basins and culverts have been installed and the District has paid for them. Why must the Town pay for this one. Council Member Goltzené stated he had the Water District report and it stated that the District maintains F Road and also North Road. The Town had paid to pave these roads three years ago and they still have not been turned over.

Motion: Council Member Goltzené called for a motion to pay for this repair only after the road was turned over to the Town. Vice Mayor Jarriel seconded the motion, but only for discussion purposes.

Vice Mayor Jarriel again stated this should be approved because the request has already been made to the Water District to turn all the roads over and this was going to be part of the trails. Council Member Goltzené responded that the District has been dragging their feet for a long time turning over the roads. As far as the horse trails, the horses would be on the road, not on a trail, because the residents don’t want to give up footage for the necessary easements.

Dennis Lipp stated the culvert on Collecting Canal had also been done, and one at the Vet Clinic, but was not sure who paid for that one. Vice Mayor Jarriel responded that the District had paid. Mr. Lipp stated he agreed with Council Member Goltzené that the Town should hold off until the road was turned over. The Town needed to spend wisely.

John Ryan stated there were several roads the District had told the Town they wanted to turn over, but told the Town their engineer had to do a maintenance map for the “gaps” before they could do anything. Also, the District does not repair any culverts under OGEMED roads. The property owner pays for that repair.

Vice Mayor Jarriel was concerned that if they waited, the bid pricing might change.

Motion: the Mayor called for a vote on the motion on the floor. Motion failed with 2 – 2 vote. Item failed.

- c. Authorization to Establish Speed Limit Policy for Loxahatchee Groves roads

Manager Underwood advised the Council that the Town Charter set the speed limit for all Town roads at 30mph, and signs were being installed on roads accordingly. There have been

numerous citizens complaining that they had short road segments and they had been enforcing lower speed limits to protect the children playing on the streets. A new ordinance was needed to change this to multiple limits based on the streets necessities, after meeting with the FDOT and the County to see what could be done.

Motion: a motion to authorize the Manager to begin this process was made by Vice Mayor Jarriel and seconded by Council Member Goltzené. Motion passed 4 – 0.

11. COUNCIL REPORTS

a. Vice Mayor Ron Jarriel

1. Discussion Relative site clearing (Clear Cut), and residential structures on agriculture classified properties (continued from 12/1/15, 1/5/16 and 1/19/16 agendas)

Vice Mayor Jarriel stated this issued needed to be addressed or all the trees will be gone. The property owners are trying to justify what they are doing by claiming Bona Fi Ag. They come to Town Hall claiming Bona Fi Ag, but not proving it with the correct paperwork. Council Member Goltzené responded that there have been complaints to the Town, but some of what is being done is good and some is bad. There have been a lot of pines cut down. It is a fact that the equestrian and nursery properties want the openness. If you want Ag, then this is the unintended consequences of that. It comes down to the Palm Beach County designation and the real issue is the Attorney General Opinion that the Town is bound by. Mayor Browning stated the one thing they tried to do in the original Town Documents was to protect the tree canopies. Council Member Liang added that even if the property has an Ag exemption, they were not exempt from Mitigation.

Dennis Lipp stated he had spoken with Planner Jim Fleischmann about this issue and Mr. Fleischmann stated one resolution could be that instead of Ag Residential, change any non-grandfathered properties to Rural Residential “RR”. Then property owners would have to come to the Town for a land use or zoning change.

Cletus Keaton stated there was nothing wrong with the Bona Fi Ag classification. Mr. Keaton submitted a letter to be made part of the official records. The Town was using a wrong interpretation of the Attorney General’s Opinion. The County classification of Bona Fi Ag should not be a “gonna be” issue, but a properly approved use as stated in Florida Statues 193.461.

Nina Corning stated they can’t take away the Bona Fi Ag. Rural Residential would destroy the nature of this Town. We didn’t move here for this.

Town Attorney Cirullo asked if the Council wanted to make a motion to have the Manager and Attorney speak with Mr. Fleischmann and look into this matter. Council consensus was not in favor of going further with the possible change.

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)

Vice Mayor Jarriel stated he would not spend a lot of time on this item tonight, other than to state there was definitely a drainage problem. Also, the property owner had been sent three notices to cut the hedges on their property and the notices are being ignored.

3. Discussion and direction for GelTech Solutions Dust Control Pilot Program (continued from 1/19/16 agenda and was continued again to the 2/16/2016 agenda as request of Vice Mayor Jarriel)

Motion: there was a motion to extend the meeting by 10 minutes made by Council Member Liang and seconded by Council Member Goltzené. Motion passed 4 – 0.

ADD: 4. Discussion and direction on PSG contract this item was added under Addendum #1

Vice Mayor Jarriel stated that Mr. Wood, earlier in the evening, stated that he wanted to be terminated, so the solution was simple. The letters that were sent by Mr. Wood were lies. The contract was not complied to and his company came in with smaller equipment that the bid called for.

Town Attorney Cirullo advised the Council that the contract could be terminated on the basis of two options: 1) for cause, which required written notice, the contractor's opportunity to cure the cause; and then if not cured, to terminate; or 2) for convenience, which would require a Town resolution brought back at the next meeting.

Mayor Browning added that at least the contracts gave the Town the ability to activate either PSG or Bergeron. Manager Underwood stated that Bergeron had already been activated and would be starting tomorrow.

Vice Mayor Jarriel stated he was upset that the contractor had tried to blame the weather and abused the residents.

Motion: a motion was made by Vice Mayor Jarriel to terminate PSG with cause. Motion was seconded by Council Member Goltzené, but only for discussion purposes.

Council Members had in depth discussion on how to avoid a lawsuit by meeting the terms of the contracts, while continuing to address the needs of the residents on getting the roads in good condition. Town Attorney Cirullo explained the legal ramifications of each suggestion brought out during the discussions.

Motion: Vice Mayor Jarriel changed his motion to direct the Attorney to prepare a resolution for termination of the PSG contract, based on convenience, for the next Council Meeting; unless PSG had chosen to quit prior to that meeting. The motion was seconded by Council Member Goltzené. Motion passed 4 – 0.

Mayor Browning explained that the Town was required to go out to bid, and had to choose the low bidder. He was disappointed with the job, but had tried to stay out of the way so as not to interfere with the contract. The Town was now moving ahead with Bergeron.

Ruth Menor suggested when writing contracts there should be clear specifications on equipment, and how was it decided who needed more fill than others. The problem was the

Town is growing and now had more seasonable and horse oriented people. This causes more traffic on Town roads, which causes more wear on them. The Town needs to embrace this reality and deal accordingly.

Darlene Snowball stated she does procurement work for another municipality and knows contracts very well. This probably should have been a Request for Bid rather than Request for Proposals. In order to lessen chance of a lawsuit, the Town would need to send three certified non-responsive letters; and then when vendor did not respond, they could terminate without being sued.

Brian Thomason, Bergeron representative, stated that they needed some clarification on the work authorization they had received prior to starting work tomorrow. Also as a note, the termination clause in both agreements allowed the Manager the ability to terminate. When they started work tomorrow, would they be doing milling, was San Diego have milling or rock? They needed clarification on the materials to be used. Since milling was not in the bid, the terms would have to be negotiated. Also, Bergeron was asking for a firm commitment from the Town. The work order said Phase I – one time. What does that mean? They don't want to start, then stop and then have to come back and clean up someone else's work.

Motion: there was a motion to extend the meeting an additional 10 minutes made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 4 – 0.

Manager Underwood explained that they heard the conversation tonight and the Town did not know what was happening with PSG; therefore, could not give a long term commitment at this time. Council Member Goltzené added that they needed to follow the stages outlined by the Attorney; and after that if changes were needed in the contact, they could be dealt with then. Vice Mayor Jarriel asked if Bergeron would be doing one grade on all the roads. Town Attorney Cirullo stated Manager Underwood could discuss and work this out with Bergeron at the meeting in the morning.

12. CLOSING COMMENTS

a. Public

Tonya Raffali (her comments was mistakenly made during 11a and moved here for continuity) stated there was a problem with water on her property on Hyde Park Road. She lived on the crux of Hyde Park and 6th Court. Her property is now flooded. She has lived there for a long time and the rains have never done his before. Ms. Raffali wanted to know what had been done to create this problem.

Thais Gonzalez wanted to clarify that what the Property Appraiser gives was an Ag classification, not an exemption as defined in Florida Statutes 604.54. Also, why does the Town's ULDC allow adult entertainment?

Mayor Browning stated he had comment cards from Lisa Long, Fred Schriefer and Roberta Schriefer; however, they had already left the meeting. All three comments were on flooding and drainage issues for 22nd Road North, and could the road be paved.

Jorge Perez wanted clarification on the Town taking over the District roads. Were they taking the roads “as is”? He knows the roads and what happened on C Road will happen again on others. The Town needs to have a clear path and have an inspection done prior to accepting the roads. Also code enforcement was needed, and if necessary use Palm Beach County.

Pierre Litzenberg stated that there were some archived plat maps he wanted to donate to the Town. Council welcomed the donation and asked Mr. Litzenberg to contact the Town Clerk.

Mark Jackson stated he had been taking care of grading 8th Place North for many years and no one was supposed to go there; however, the new company must not have been told and did grade the road, but they messed it up. He wanted his materials replaced and his road left alone. Council asked Mr. Jackson to get with the Manager to resolve this.

Cletus Keaton wanted to know how to make a complaint. If he came to ask questions in the Manager’s Office, since it was a public building, could he record the comments made? Town Attorney Cirullo stated no one could be recorded unless their permission was given.

Nina Corning wanted to know what materials would be used for the roads. Sometimes the rocks are too big and sometimes material was used that was too dusty. Also for the Grant for horse trails, they would need formal meetings and minutes taken of the meetings.

- b. Town Attorney - no comments
- c. Town Council Members – no comments

12. **ADJOURNMENT**

Hearing no further business, a motion to adjourn the meeting was made at 10:55 PM.

Virginia Walton, Town Clerk

David Browning, Mayor

These minutes were approved by the Town Council on Tuesday, February 2, 2016.

Town of Loxahatchee Groves, FLORIDA

Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 3.b.

MEETING DATE: 02/16/2016

PREPARED BY: William F. Underwood, II, Town Manager
SUBJECT: Hurricane Debris Collection Agreement Renewal - Bergeron

1.BACKGROUND/HISTORY

Problem Statement: The Town requires an emergency debris collection vendor in the event of a hurricane or other catastrophe.

Problem Solution: Renew the agreement with Bergeron Emergency services, Inc. for disaster recovery services.

The Town Council entered into an agreement with Bergeron Emergency Services, Inc. on July 19, 2011. Pursuant to section 2.2 of the contract, additional 1-year terms consistent with FEMA competitive selection regulations relating to the length of terms and reimbursement for services. The compensation is based upon the rates provided by the contractor at the time of award of this contract in 2011.

2.CURRENT ACTIVITY

The Town is in receipt of a renewal option for debris removal operations provided by the contractor prior to the expiration of the latest expiration date of November 30, 2015. The contract has agreed to extend for an additional year and include language related to newly adopted FEMA regulations as a part of this renewal option.

3.ATTACHMENTS

Contract with Bergeron Emergency Services, Inc.
Excerpts from Bergeron Emergency Services, Inc. proposal pricing data sheets
Renewal Agreement

4.FINANCIAL IMPACT

Financial impact to the Town is unknown at the present time due to the nature of this agreement no cost is incurred until an emergency is declared.

5.RECOMMENDED ACTION

Motion to authorize the Mayor to execute an extension renewal agreement for one-year (1) year to November 30, 2016.

RENEWAL AGREEMENT
BETWEEN THE
TOWN OF LOXAHATCHEE GROVES
AND
BERGERON EMERGENCY SERVICES, INC.
DISASTER RECOVERY SERVICES
RFQ NO. 2011-03

This Renewal Agreement, is made and entered into the ___ day of _____, 2016, by and between the Town of Loxahatchee Groves, a Florida municipal corporation ("TOWN"), and BERGERON EMERGENCY SERVICES, INC. ("CONTRACTOR") for Disaster Recovery Services ("Renewal Agreement").

WITNESSETH:

WHEREAS, the TOWN, solicited proposals from firms to perform Emergency Push & Storm Debris Collection and Disposal from TOWN Rights-of-Way Service ("Services"); and

WHEREAS, Proposals were evaluated by the Town Council; and

WHEREAS, the Town Council selected the CONTRACTOR to perform the services; and,

WHEREAS, the TOWN and CONTRACTOR entered into an Agreement for Disaster Recovery Services on July 19, 2011; and,

WHEREAS, the Initial Term of the Agreement for Disaster Recovery Services expired on November 30, 2012; and,

WHEREAS, the Agreement for Disaster Recovery Services provides for additional one (1) year terms ("Renewal Terms") at the option of the TOWN Council; and,

WHEREAS, the Parties have renewed the Agreement for one year renewal terms since the Initial Term; and

WHEREAS, the CONTRACTOR has agreed to maintain the same prices during the Renewal Term as set forth in the Agreement for Disaster Recovery Services; and,

WHEREAS, TOWN and CONTRACTOR desire to enter into a Renewal Agreement to renew the Agreement for Disaster Recovery Services for a term from December 1, 2015, through November 30, 2016.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

- A. Pursuant to Section 2.2 of the Agreement for Disaster Recovery Services, the parties hereby agree to the exercise of the option to renew the Agreement for Disaster Recovery Services for one (1) additional year (Renewal Term).
- B. The Renewal Term shall be from December 1, 2015 through November 30, 2016.
- C. Attached hereto as Exhibit "A" are Federally required contract provisions, incorporated herein.
- D. All terms, responsibilities and conditions of the Agreement for Disaster Recovery Services remain in full force and effect during the Renewal Term.
- E. This Renewal Term is effective, nunc pro tunc, December 1, 2015.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

BY: _____
David Browning, Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr., Town Attorney

DATED: _____

BERGERON EMERGENCY SERVICES, INC.

WITNESS

PRINT NAME

BY: _____
RONALD M. BERGERON, JR.
President

DATED: _____

EXHIBIT “A”

FEDERAL REQUIRED CONTRACT PROVISIONS.

FEMA – Non-Construction

If any work performed under the Original Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”), Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA funding, including but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

A. Funds for this project are derived from federal grants and therefore the successful contractor must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. In the event of a conflict between the Federal and State of Florida Statutory Requirements listed in this section and other provisions of the Request for Proposal, the Federal and State Statutory Requirements will govern and prevail.

C. Pursuant to 44 CFR 13.36(i)(1), CITY is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

D. Pursuant to 44 CFR 13.36(i)(2), CITY may terminate the Agreement for cause or convenience in accordance with the terms of the Agreement and those provided by 44 CFR 13.44.

E. Pursuant to 44 CFR 13.36(i), Contractor shall comply with the following federal laws:

1. Non-Discrimination

Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60). During the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

2. Civil Rights

The following requirements will apply to the awarded contract and any sub-contracts:

- (1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans

with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

3. Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

4. Compliance with Clean Air Act. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

5. Compliance with the Copeland Anti-Kickback Act. Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

6. Compliance with Davis-Bacon Act. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).

7. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5)

8. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

9. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

10. Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation

or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(3) In order to comply with Florida's public records laws, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services under the Agreement.

b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11. No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) Instructions for Certification – Prime Contractor:

(Applicable to all Federal-aid contracts – 44 CFR 13 and 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into

this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions***

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(2) Instructions for Certification - Subcontracts:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 44 CFR 13 and 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
-- Subcontracts and Purchase Orders (Lower Tier Covered Transactions):***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

H. Certification Regarding Use of Contract Funds for Lobbying

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 44 CFR 13 and 49 CFR 29)

(1) The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



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Phone: (954) 680-6100 • Fax: (954) 680-0666
<http://www.bergeronlanddev.com>
emergencyservices@bergeroninc.com

November 2, 2015

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

Re: Renewal Option for Debris Removal Operations

Dear Mr. Underwood,

Pursuant to the Agreement for Debris Management Operations between Bergeron Emergency Services, Inc. (BES) and the Town of Loxahatchee Groves, BES respectfully submits our notice to exercise the option of an additional one (1) year term. We will honor the Agreement with the Terms and Conditions as they are currently agreed upon.

Part 2. Term of the Agreement stipulates that after the initial one (1) year term, the Town Council shall have the option to renew this Agreement each year for an additional one (1) year term. Please accept this letter as our request to exercise that option of the additional one (1) year term. Fortunately, the contract has not been activated and our services have not been needed. However, BES stands poised to assist the Town of Loxahatchee Groves in any manner necessary.

If you have any questions, comments or concerns, please do not hesitate to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Thomason", with a long horizontal flourish extending to the right.

Brian Thomason
Vice President-Operations

AGREEMENT
BETWEEN THE
TOWN OF LOXAHATCHEE GROVES
AND
BERGERON EMERGENCY SERVICES, INC.
DISASTER RECOVERY SERVICES
RFQ NO. 2011-03

This Agreement, is made and entered into the 19th day of July, 2011, by and between the Town of Loxahatchee Groves, a Florida municipal corporation ("TOWN"), and BERGERON EMERGENCY SERVICES, INC. ("CONTRACTOR") for Disaster Recovery Services ("Agreement"). References in this Agreement to "Town Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the TOWN, solicited proposals from firms to perform Emergency Push & Storm Debris Collection and Disposal from TOWN Rights-of-Way Service ("Services"); and

WHEREAS, Proposals were evaluated by the Town Council; and

WHEREAS, the Town Council has selected the CONTRACTOR to perform the services; and

WHEREAS, the Town Council authorized the appropriate TOWN officials to negotiate and execute an agreement with the CONTRACTOR; and

WHEREAS, TOWN and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

PART 1. SCOPE OF SERVICES

- 1.1 Except as may be otherwise provided in this Agreement, the CONTRACTOR must meet the requirements and perform the services identified in the Request for Qualifications #2011-03 for Emergency Push and Storm Debris Collection and Disposal from TOWN Rights of Way (RFQ), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B."

- 1.2 CONTRACTOR shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete, and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used herein, means qualifying for emergency funding under the standards promulgated by the Federal Emergency Management Agency (hereinafter referred to as "FEMA"). The term, "debris," as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods, hazardous, and industrial waste materials.
- 1.3 These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the TOWN, and in accordance with Federal requirements. Contract services will only be performed when requested and as designated by the TOWN, by approved Work Authorization issued by the TOWN'S Manager, and shall be completed within the time specified within the Work Authorization.
- 1.4 The TOWN reserves the right to assign work to various contractors, at its sole discretion. The TOWN also reserves the right to approve all subcontractors hired by the CONTRACTOR and/or to require the CONTRACTOR to dismiss a subcontractor for cause, upon request. The TOWN encourages the CONTRACTOR, when possible, to use local subcontractors to assist CONTRACTOR in performing the services provided pursuant to this Agreement.
- 1.5 CONTRACTOR shall have a knowledgeable and responsible representative report to the TOWN'S Manager or designee and provide a copy of the CONTRACTOR'S General Operations Plan within fifteen (15) days following the execution of this Agreement by TOWN. The TOWN Manager will approve the General Operations Plan prior to its implementation. The CONTRACTOR'S representative shall have the authority to implement all actions required to begin the performance of the contracted services as set out in this Agreement and CONTRACTOR'S General Operations Plan. The General Operations Plan shall include, but not be limited to, the following items:
 - 1.5.1 Multiple, Scheduled Passes;
 - 1.5.2 Clean-as-you-go Policy;
 - 1.5.3 Operation of Equipment;
 - 1.5.4 Security of Debris during Hauling;
 - 1.5.5 Traffic Control;
 - 1.5.6 Work Days/Hours;
 - 1.5.7 Hazardous and Industrial Wastes;

- 1.5.8 Utilizing Local Resources;
 - 1.5.9 Work Safety;
 - 1.5.10 Inspection of CONTRACTOR Operations; and
 - 1.5.11 Corrective Actions Required of CONTRACTOR.
- 1.6 The CONTRACTOR will not be paid for the removal, transportation, storage, reduction, and/or disposal of any material when not previously instructed by the TOWN.
 - 1.7 CONTRACTOR shall use mechanical equipment to load and reasonably compact debris into trucks and trailers.

PART 2. TERM

- 2.1 Subject to Part 4 herein, the term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for an initial one (1) year term; provided that the initial term will expire on November 30, 2012.
- 2.2 After the initial one (1) year term, the TOWN Council shall have the option to renew this Agreement each year for additional one (1) year terms consistent with FEMA competitive selection regulations relating to the length of terms and reimbursement for services. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to PART 4 of the Agreement. CONTRACTOR may only adjust prices at the end of each term.

PART 3. COMPENSATION

- 3.1 The amount of compensation payable by the TOWN to CONTRACTOR shall be based upon the rates and schedules provided by CONTRACTOR within its Response, as set forth separately in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement.
- 3.2 Pursuant to the RFQ, CONTRACTOR represents that such prices are consistent with prices currently charged for similar or identical services in Palm Beach County, Florida.
- 3.3 CONTRACTOR represents that to the best of its knowledge all costs in Exhibit "C" are consistent with costs permitted under the most current version of statutes, regulations, and policies for reimbursement by FEMA, including 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements To State and Local Governments. CONTRACTOR understands that it is TOWN'S intent to seek all available reimbursements from FEMA or any other agencies from which reimbursement may be available. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum

amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- 3.4 Payments for time and material costs are limited to work performed during the first seventy (70) hours of actual work following a disaster event.
- 3.5 CONTRACTOR certifies that it has reviewed and is familiar with FEMA reimbursement criteria and processes, and shall continue to have such familiarity throughout the term of this Agreement. CONTRACTOR shall be responsible for billing for services consistent with FEMA reimbursement rules and regulations, submitting all necessary paperwork for such reimbursements, and maintaining necessary records to verify reimbursable services until no later than three (3) years after final close out by FEMA.
- 3.6 CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the Town Manager and CONTRACTOR, on a regular basis but no more often than biweekly, and which will cover a time period of no more than 30 days. The invoice shall be forwarded to the Town only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show all information required by the Federal Emergency Management Agency [FEMA], and state agencies, for applicable reimbursement to TOWN for services rendered under this Agreement.
- 3.7 Subject to post-storm conditions, TOWN shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.8 Notwithstanding any provision of this Agreement to the contrary, Town Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work, documentation necessary for reimbursement from federal or state agencies, or based upon determinations by FEMA that the work or any work for which TOWN already paid CONTRACTOR is ineligible for reimbursement, or which has not been remedied or resolved in a manner satisfactory to Town Manager.
- 3.9 Payment shall be made to CONTRACTOR at:

BERGERON EMERGENCY SERVICES, INC.
19612 SW 69th Place
Fort Lauderdale, FL 33332
- 3.10 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which

CONTRACTOR receives reimbursement for a period of at least three (3) years after final close out by FEMA. Such books and records shall be available at all reasonable times for examination and audit by TOWN. If it should become necessary for TOWN to request CONTRACTOR to render any additional services to either supplement the services described in the RFQ or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees included in Exhibit "C."

- 3.8 In the event this Agreement is renewed, not less than ninety (90) days before each Renewal Period, CONTRACTOR shall advise the TOWN in writing to any changes in rates for an upcoming Renewal Period; provided that any changes shall be consistent with FEMA regulations.

PART 4. TERMINATION

- 4.1 This Agreement may be terminated for cause by action of the Town Council if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the TOWN identifying the breach, or for convenience by action of the Town Council upon not less than thirty (30) days' written notice by the Town Manager. This Agreement may also be terminated by the Town Manager upon such notice as the Town Manager deems appropriate under the circumstances in the event Town Manager determines that termination is necessary to protect the public health, safety, or welfare.

This Agreement may be terminated for cause by the CONTRACTOR if the TOWN is in breach and has not corrected the breach within thirty (30) days after written notice from the CONTRACTOR identifying the breach.

- 4.2 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, failure to maintain proper documentation for services rendered, reimbursement denials by FEMA, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" PART of this Agreement except that notice of termination by Town Manager which Town Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" PART of this Agreement.
- 4.4 In the event this Agreement is terminated for convenience by the Town Council or terminated to protect the health, safety and welfare by the Town Manager, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate,

CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for TOWN'S right to terminate this Agreement for convenience.

- 4.5 In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN pursuant to PART 7.1 of this Agreement. In no event shall the TOWN be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

PART 5. INDEMNIFICATION

- 5.1 CONTRACTOR shall indemnify the TOWN as provided in the RFQ.
- 5.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 5.3 CONTRACTOR shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. CONTRACTOR shall also be responsible for any damages due to the negligence of its employees and subcontractors. CONTRACTOR must report such damage to the TOWN'S Manager in writing within 24 hours. Should any property be damaged due to negligence on the part of the CONTRACTOR or its subcontractors, the TOWN may either bill CONTRACTOR for the damages, withhold funds due to CONTRACTOR, or the CONTRACTOR may also repair all damage to the satisfaction of the TOWN. The determination of whether "negligence" has occurred shall be made by the TOWN.
- 5.4 The provisions of this PART shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager and the Town Attorney, any sums due CONTRACTOR under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

PART 6. INSURANCE

CONTRACTOR, and its subcontractors, shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the Insurance Requirements as set forth in the RFQ.

PART 7. MISCELLANEOUS

- 7.1 Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONTRACTOR to the Town Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR shall provide TOWN any documents the TOWN requests without charge.
- 7.2 Audit and Inspection Rights and Retention of Records. TOWN, and governing agencies responsible for reimbursement to the TOWN including without limitation FEMA, shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by TOWN, or any federal or state agency with authority over the services performed herein or reimbursement to the TOWN for services performed herein, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement or final closeout of FEMA's reimbursement to the Town, whichever is later, unless CONTRACTOR is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of

continuing significance.

CONTRACTOR shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN, in accordance with the RFQ for CONTRACTOR services.

- 7.3 Policy of Non Discrimination. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 Public Entity Crime Act. CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (PART 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in PART 287.01 7, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this PART shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by PART 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- 7.5 Independent Contractor. CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.6 Third Party Beneficiaries. Neither CONTRACTOR nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties

expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- 7.7 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this PART. For the present, the parties designate the following:

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

With Copy to:

Michael D. Cirullo, Jr., Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone No. (561) 276-9400
Facsimile No. (954) 771-4923

CONTRACTOR: BERGERON EMERGENCY SERVICES, INC.
19612 SW 69th Place
Fort Lauderdale, FL 33332
Attn: Ronald M. Bergeron, Sr.
Telephone (954) 680-6100
Fax: (954) 680-0666

- 7.8 Assignment, Subcontracting, and Performance. Neither this Agreement nor any interest herein shall be assigned, subcontracted, transferred, or encumbered by CONTRACTOR, except with the prior approval of the Town Manager or designee, which shall be in his sole and absolute discretion. CONTRACTOR may subcontract any portion of the work required by this Agreement pursuant to a Subcontractor Plan. The Subcontractor Plan shall specify the anticipated percentage of work to be completed by subcontractors, and include a list of all such subcontractors. The Subcontracting Plan is attached hereto as Exhibit "D" If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Manager or designee, subject to his approval, prior to use.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a

combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFQ, to provide and perform such services to TOWN'S satisfaction for the agreed compensation, and meets all other requirements of the RFQ, including without limitation insurance requirements. CONTRACTOR shall be solely responsible for payment of subcontractors, and its failure to pay subcontractors shall be grounds for withholding future payments to CONTRACTOR, or termination of this Agreement.

CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 **Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this PART shall not preclude CONTRACTOR or any persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having conflicts within the meaning of this PART.

- 7.10 **Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working for the CONTRACTOR, any fee, Council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement, without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, Council, percentage, gift or consideration.
- 7.11 **Materiality and Waiver of Breach.** TOWN and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore is a material term hereof. TOWN'S failure to enforce any provision of this Agreement shall not be deemed waiver of provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.
- 7.13 Severance. In the event a portion of this Agreement is found by a competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within thirty (30) days after the finding by the court becomes final.
- 7.14 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. Prior to any litigation, the parties shall participate in pre-suit mediation with a mediator mutually agreed upon by the parties. In the event of litigation, the prevailing party shall be entitled to recover its attorney's fees, including paralegal fees, incurred in all stages of such litigation, including without limitation appeals.
- 7.17 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements. This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with PART 7.17 above.

- 7.19 Drug-Free Workplace. CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals. This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records. CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this PART shall result in the immediate cancellation of this Agreement by the TOWN.
- 7.25 Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truths-in-Negotiation Certificate. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 CONTRACTOR acknowledges and affirms that it is not affiliated with, or has any employment relationship with, the TOWN's Debris Monitoring Contractor.
- 7.28 The parties agree that this Agreement shall include all terms required by FEMA for Debris Removal Contracts, whether expressly set forth herein or not.

PART 8. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this agreement, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, failure of the CONTRACTOR or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this contract. CONTRACTOR shall be responsible for all costs incurred by it or the TOWN as a result of any investigation by the Inspector General which results in an adverse determination caused by CONTRACTOR, its subcontractors or lower tier subcontractors.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Ann Harper
Town Clerk

BY: *David Browning*
David Browning, Mayor

APPROVED AS TO FORM:

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

BERGERON EMERGENCY SERVICES, INC.

Alexii Nazario
WITNESS
ALEXII NAZARIO
PRINT NAME

BY: *Ronald M. Bergeron, Jr.*
RONALD M. BERGERON, Jr.,
Vice President

DATED: 07-19-11

MDC

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EXHIBIT "A"

Request for Qualifications #2011-03 for Emergency Push and Storm Debris Collection and Disposal from TOWN Rights of Way (RFQ)

EXHIBIT "B"

Contractor's Proposal

EXHIBIT "C"
RATES AND SCHEDULES

EXHIBIT "D"

SUBCONTRACT PLAN
(PERCENTAGE OF WORK TO BE CONTRACTED OUT AND LIST OF
SUBCONTRACTORS)

Town of Loxahatchee Groves, FLORIDA

Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 6a.

MEETING DATE: 02/16/2016

PREPARED BY: William F. Underwood, II, Town Manager
SUBJECT: Contract closure with Professional Services Group, LLC

1.BACKGROUND/HISTORY

Problem Statement: The Town Council requested the closure of the services contract with Professional Services Group, LLC (PSG).

Problem Solution: Execute the mutual termination agreement with PSG.

The Town entered into an agreement with PSG in December 2015 for road grading and other services.

2.CURRENT ACTIVITY

The Town The Town has used the firm to provide services through January 2016. Services have included installation of road and traffic signs, grading all town roads, providing emergency services for tree removal and implementing safety reflections on town roads.

Town Attorney and staff have prepared the mutual termination agreement for Town Council consideration.

3.ATTACHMENTS

Resolution Terminating For Convenience
Mutual Termination Agreement

4.FINANCIAL IMPACT

Financial impact to the Town is sixty eight thousand six hundred and sixty one and 70/100 Dollars (\$68,661.70) for services rendered and is available in the Town fiscal year budget.

5.RECOMMENDED ACTION

Motion to adopt resolution and mutual termination agreement.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TERMINATING FOR CONVENIENCE THE TOWN'S AGREEMENT FOR THE GRAVEL ROAD GRADING AND OTHER ROAD SERVICES FOR TOWN ROADS WITH PROFESSIONAL SERVICES GROUP, LLC; APPROVING A TERMINATION AND MUTUAL RELEASE AGREEMENT BETWEEN THE TOWN AND PROFESSIONAL SERVICES GROUP, LLC; DIRECTING THE TOWN MANAGER TO PROVIDE A COPY OF THIS RESOLUTION AND NOTICE TO PROFESSIONAL SERVICES GROUP, LLC; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on December 1, 2015, the Town Council approved Resolution 2015-38 awarding certain work to Professional Services Group, LLC (PSG) as Primary Contractor and other work as Secondary Contractor as set forth in the Resolution and the Agreement for the Gravel Road Grading and Other Road Services For Town Roads (“Agreement”) dated December 17, 2015; and,

WHEREAS, at the February 2, 2016, Town Council meeting, a representative of PSG, members of the Town Council and members of the public expressed concerns about continuing the Agreement; and,

WHEREAS, the Agreement between the Town and PSG provides the Town with the right to terminate the Agreement for convenience by adoption of a resolution; and,

WHEREAS, the Town and PSG have agreed to enter into a Termination and Mutual Release Agreement, attached hereto as Exhibit “A”; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to adopt this Resolution to terminate the Agreement with PSG for convenience and approve the Termination and Mutual Release Agreement.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby terminates the December 17, 2015, Agreement for the Gravel Road Grading and Other Road Services For Town Roads with Professional Services Group, LLC, for convenience, pursuant to Section 4.4 of the Agreement.

Section 3. The Termination and Mutual Release Agreement attached hereto as Exhibit "A" is hereby approved and the execution of the Agreement is hereby authorized.

Section 4. The Town Manager is directed to provide a certified copy of this Resolution to Professional Services Group, LLC.

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

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

Section 7. 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 FEBRUARY, 2016.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Mayor David Browning

ATTEST:

Virginia M. Walton, Town Clerk

Vice-Mayor Ron Jarriel

Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ryan Liang

Office of the Town Attorney

Council Member Jim Rockett

TERMINATION AND MUTUAL RELEASE AGREEMENT

This **TERMINATION AND MUTUAL RELEASE AGREEMENT** is made and entered into this 10 day of February, 2016, by and between:

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

and

PROFESSIONAL SERVICES GROUP, a Florida Limited Liability Corporation, hereafter referred to as "PSG," (with the TOWN and PSG each referred to as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement for the Gravel Road Grading and Other Road Services For Town Roads, dated December 17, 2015 (the "Agreement"); and,

WHEREAS, at the February 2, 2016, Town Council meeting, a representative of PSG, members of the Town Council and members of the public expressed concerns about continuing the contract; and,

WHEREAS, the Agreement between the Town and PSG provides the Town with the right to terminate the Agreement for convenience by adoption of a resolution; and,

WHEREAS, the Parties agree that it is in their best interests to enter into this Termination and Mutual Release Agreement.

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

ARTICLE I - RECITALS

1.1. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

ARTICLE 2 – TERMINATION

2.1 Pursuant to Section 4.4 of the Agreement, the Town may terminate the Agreement for convenience, as evidenced by the adoption of a resolution by the TOWN Council. In that event, the TOWN'S sole obligation to PSG shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by PSG up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to PSG, utilize the services of the Secondary

Contractor, or elect to contract with other entities or employ other persons to perform the same or similar Services. The Parties agree that the payment due and owing to PSG is Sixty Eight Thousand Six Hundred and Sixty One and 70/100 Dollars (\$68,661.70).

2.2 Upon adoption of a Resolution evidencing the termination for convenience by the Town, the Agreement shall be deemed terminated, and the Town shall pay PSG as required by Section 4.4 of the Agreement on or before February 23, 2016.

ARTICLE 3 – MUTUAL RELEASE

MUTUAL RELEASE. Other than with respect to the payment obligation contained in Article 2 herein, the parties do, as to one another, release each other from any and all claims, demands, and damages, whether arising out of law or equity, and whether previously asserted or unasserted, known or unknown, arising out of or relating to the Agreement dated December 17, 2015, between PSG (the First Party) and the TOWN (the Second Party), and the termination thereof. In consideration of the payment obligation described in Article 2 above, and the other covenants and conditions set forth herein, and upon receipt of the payment pursuant to Article 2 above, First Party hereby releases and forever discharges Second Party and all of its individual officers, directors, principals, employees, affiliates, and independent contractors, and elected and appointed officials, and all of their sureties and insurers and attorneys, and anyone claiming by, through or for any or all of them, of and from any and all claims or causes of action could have been raised, whether asserted or not asserted, whether latent or patent, or arising out of (i) the Work performed by the First Party and (ii) the Agreement dated December 17, 2015, between the First and Second Party, and the termination thereof. In consideration of the other covenants and conditions set forth herein, Second Party hereby releases and forever discharges First Party and all of its individual officers, directors, principals, employees, affiliates, and independent contractors, and all of its sureties and insurers and attorneys, and anyone claiming by, through or for any or all of them, of and from any and all claims or causes of action, which could have been raised, whether asserted or not asserted, whether latent or patent, or arising out of (i) the Work performed by the First Party and (ii) the Agreement dated December 17, 2015, between the First and Second Party, and the termination thereof.

ARTICLE 4 – MISCELLANEOUS

4.1 AGREEMENT COMPROMISES DISPUTED CLAIMS. This Agreement is made and entered by the parties as a compromise of disputed claims between them. None of this Agreement, the payment provided by it, nor any document, or paper prepared and signed pursuant to the provisions of this Agreement shall constitute or be construed or asserted as an admission of liability on the part of any party. The parties expressly acknowledge and agree that all claims asserted or unasserted between them have been fully and amicably resolved.

4.2 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3 **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations here and that the preparation of this Agreement has been a joint effort. The language agreed to expresses their mutual intent and their resulting documents shall not, solely, as a matter of judicial construction, be construed more severely against one of the parties than the other.

4.4 **APPLICABLE LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the 15th Judicial Circuit of Palm Beach County, Florida, and the venue site and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to trial by jury of any such litigation.

4.5 **MULTIPLE ORIGINALS:** This Agreement may be fully executed in multiple copies and counter parts by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

4.6 **LEGAL REPRESENTATION.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the Party preparing same shall not apply due to the joint contribution of both Parties.

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

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

4.9 **ATTORNEYS' FEES.** In the event that either Party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs in addition to any other remedy afforded by law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement between TOWN and PSG on the respective dates under each signature: TOWN, signing by and through its Mayor, authorized to execute same by Council action on the ____ day of _____, 2016, and PSG, signing by and through its owner, authorized to execute same.

Executed by TOWN this _____ day of _____, 2016

TOWN OF LOXAHATCHEE GROVES,
a Florida Municipal Corporation

ATTEST:

By _____
David Browning
Mayor

Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By _____
Town Attorney

Executed by PSG this 10 day of FEBRUARY, 2016

PROFESSIONAL SERVICES GROUP,
a Florida Limited Liability Corporation

ATTEST:

By 
Name: Kenneth A. Wood
Title: owner

[CORPORATE SEAL]

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:

\$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 1st 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**

Report will be issued Friday, February 12, 2016.

Town of Loxahatchee Groves, FLORIDA

Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 9a.

MEETING DATE: 02/16/2016

PREPARED BY: William F. Underwood, II, Town Manager
SUBJECT: 8th Place North

1.BACKGROUND/HISTORY

Problem Statement: The Town Council requested the Town Manager work with Mr. Keaton to reimburse and pay for the invoice presented to the Town Council for time and material to correct 8th Place North at a cost of \$200

Problem Solution: Instruct Town Management to fund at the \$200 originally requested.

At the Town Council meeting of February 2, 2016, Mr. Jackson presented the Town Council with a bill for \$200 to correct the road grading issue on 8th Place North. Vice Mayor Jarriel commented that “he hoped the Town would buy the rocks to replace what was scrapped off.” There was consensus of the Council to remit the cost of the material, i.e., \$200.

2.CURRENT ACTIVITY

I met with Mr. Keaton and Mr. Jackson regarding the time and material reimbursement for \$200 pursuant to Town Council consensus. At this meeting I was presented with a new and different cost for reimbursement to repair the road. However; the new information provided by Mr. Keaton and Mr. Jackson indicated that rock had not been purchased and work had not been completed. Mr. Keaton and Mr. Jackson presented additional or a new request for \$1,755.

Additionally, the Town has received a request from the new owner of 979 D Road to maintain the road as a public roadway and a second request for the Town to provide the maintenance on the road.

3.ATTACHMENTS

Invoice for \$200 – from 2/2/2016 Town Council Meeting
Request for \$1,755 – from 2/11/2016 Staff meeting
Request to keep the road public – from 1/19 /2016
Request to maintain the road – from 2/11/2016

4.FINANCIAL IMPACT

Unknown at the present time.

5.RECOMMENDED ACTION

Provide instruction on resolution of this matter.

BILL FOR
ROAD REPAIR

1 LOAD OF 57 ROCK

4 HOURS OF LABOR WITH
BOBCAT

200.00

~~5~~ MANUAL LABOR
80.00
80.00

CHARGES For Damage + Repair
Done To MARK JACKSON Right of Way
By Townw Contractors AT 687
D Rd

LOAD of 57 ROCK 675
Twelve ms.

(4+8) 42^{hr} Hour For BOBCAT 600

(4+8) 12 Hour For MS. LABOR 240
MARK JACKSON

(4+8) 12 Hour F C.K. LABOR 240
CLERTUS KESTON

1755

AS Directed By Town
Council

RECEIVED
FEB 11 2016

BY: V. Walton

January 19, 2016

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

Attn: William Underwood, Town Manager

Mr. Underwood:

I have just purchased 979 D Road and request the Town maintain the public road right-of-way from this point forward. This request supersedes and prior requests by previous owners or their representatives.

Regards,

Omar Maher

Zara, LLC

Subscribed and sworn before me, this 19th
day of JANUARY, 2016 a Notary Public
in and for PALM BEACH County,
State of FLORIDA

Beverly Gail Kuipers
(Signature)
NOTARY PUBLIC

My Commission expires Aug. 3, 2018

OMAR MAHER
NEW HAMPSHIRE DRIVERS LIC.
09MR078091





Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Homestead Exemption **E-file** ▶



Location Address 979 D RD
 Municipality LOXAHATCHEE GROVES
 Parcel Control Number 41-41-43-17-01-302-0050
 Subdivision LOXAHATCHEE GROVES IN
 Official Records Book 04990 Page 1755
 Sale Date SEP-1986
Legal Description LOXAHATCHEE GROVES W 322.70 FT OF E 645.40 FT OF E 1/2 OF TR 2 (LESS N 20 FT) BLK C

Owners
 LURTZ GERHARD &
 LURTZ HELGA I

Mailing address
 979 D RD
 LOXAHATCHEE FL 33470 4850

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-1986	\$93,500	04990 / 1755	WARRANTY DEED	

Exemption Applicant/Owner	Year	Detail
LURTZ GERHARD &	2016	

Number of Units 1 *Total Square Feet 2563 Acres 4.85
 Use Code 0100 - SINGLE FAMILY Zoning AR - Agricultural Residential (41-LOXAHATCHEE GROVES)

Tax Year	2015	2014	2013
Improvement Value	\$127,769	\$115,815	\$96,074
Land Value	\$176,463	\$121,699	\$94,340
Total Market Value	\$304,232	\$237,514	\$190,414

All values are as of January 1st each year

Tax Year	2015	2014	2013
Assessed Value	\$168,796	\$167,456	\$164,981
Exemption Amount	\$50,000	\$50,000	\$50,000
Taxable Value	\$118,796	\$117,456	\$114,981

Tax Year	2015	2014	2013
Ad Valorem	\$2,571	\$2,539	\$2,497
Non Ad Valorem	\$1,154	\$1,247	\$1,246
Total tax	\$3,725	\$3,786	\$3,743

RECEIVED
FEB 10 2016

To: The town council of Woxoholdee Groves.

BY: BK

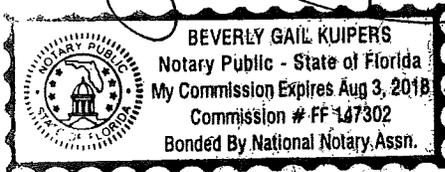
My name is Omar Maher. I recently purchased the property on 979 D. Road (under ZARA LLC)

I respectfully request that the public road 8th pl. North be maintained by the town of Woxoholdee Groves.

Omar Maher

02-10-16.

Beverly Gail Kuipers



[Signature]

I MARK JACKSON DO NOT
WANT ANYONE FROM THE TOWN
OF LOXAHATCHEE OR THEIR CONTRACTORS
ON MY ROAD AT 687 B. ROAD FOR
MAINTENANCE OR RESTRICTION WITHOUT
SOMETHING IN WRITING FROM
ME

MARK JACKSON
OR MARVIN F. JACKSON, JR.

Town of Loxahatchee Groves, FLORIDA

Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 10a.

MEETING DATE: 02/16/2016

PREPARED BY: William F. Underwood, II, Town Manager
SUBJECT: B Road Extra Grading

1.BACKGROUND/HISTORY

Problem Statement: The Town is currently out to bid for B Road improvements and is in need of B Road being maintained temporarily until the contract is let for the improvement.

Problem Solution: Authorize the Town's current contractor to provide grading services to this road until the project commences.

B Road South is a major north to south road used by many residents from Southern Boulevard to Okeechobee Boulevard. Town staff is working to have a road improvement construction contract approved by the first meeting in March. We expect the transfer of maintenance for B Road South to occur when the construction contractor is authorized to proceed. Notice to proceed should occur in April if everything goes without any hiccups.

2.CURRENT ACTIVITY

The Town has met with the Bergeron Land Development, Inc. (contractor) to work out a fee that can be used to grade B Road South one or two times per week until the improvement project is awarded. We believe we have found a price per hour with not-to-exceed hours to adequately grade the road. The contractor agrees that two (2) hours would be sufficient time to grade the road.

Additionally, the rate for the hours is set at \$188.00.

3.ATTACHMENTS

4.FINANCIAL IMPACT

Financial impact to the Town is \$376 each time the road is graded. Sufficient funds exist to provide this service.

5.RECOMMENDED ACTION

Motion to authorize staff to instruct the contractor to provide additional B Road South service and return to the Town Council an amended contract for extra grading services throughout the Town.