



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING AGENDA
TUESDAY, APRIL 5, 2016 @ 7:00 P.M.

ADDENDUM #1: Add Consent Agenda "Item #4l" Resolution No 2016-18 PBC Interlocal Agreement for One Cent Infrastructure Surtax.

ADDENDUM #2: Revised Consent Agenda "Item 4h" Resolution No. 2016-14 Schedule of Fees to revise some of the fees.

ADDENDUM #3: Add Manager's Report "Item 9f" PBSO March 2016 Report

ADDENDUM #4: Add Manager's Report "Item #9g" Discussion and Direction on Finalization of Payment to PSG

Mayor David Browning (Seat 4)

Vice Mayor Ron Jarriel (Seat 1)

Councilman Tom Goltzené (Seat 5)

Councilman Ryan Liang (Seat 3)

Councilman Jim Rockett (Seat 2)

Town of Loxahatchee Groves, Florida
Town Council Agenda
AGENDA ITEM REPORT
ITEM NO. 4L MEETING

DATE: 04/05/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Infrastructure Sales Tax

1. BACKGROUND/HISTORY

Problem Statement: Palm Beach County is seeking support to approve the infrastructure sales tax referendum being proposed by the County through an inter-local agreement (ILA) between the Town and Palm Beach County.

Problem Solution: Approve the ILA with Palm Beach County in support of a 1% infrastructure sales tax

The Town heard about this proposal several months ago when the Honorable County Commissioner McKinlay held a citizen workshop in Town hall.

The County Administrator enumerated many uses for the funding and identified the needs for infrastructure the county is experiencing.

2. CURRENT ACTIVITY

Changes have and continue to occur relative to the uses of the funds through this referendum. The last structure is to include the School Board, Cultural Arts, Palm Beach County, and cities. Cities would be entitled to 18.5% of collected taxes. Over the course of ten years, the Town can anticipate \$1,947,835 or about \$194,783 per year.

In order to get \$194,783 in infrastructure sales tax, the citizens of the Groves would have to spend about \$19,478,000 in taxable purchases or about \$5,982 for each of the 3,256 residents of the Town.

If we accept the fact that 60% of the elementary school kids are receiving the free meal program, it is extremely unlikely that individual spending threshold can be met.

Just like the revenue from the gas tax, our portion is supplemented by taxpayer payers outside of the Town.

3. ATTACHMENTS

Resolution No. 2016-18

4. FINANCIAL IMPACT

Not applicable at the present time.

5. RECOMMENDED ACTION

Motion to adopt resolution 2016-18 authorizing the Mayor to execute the ILA.

RESOLUTION NO. 2016-18

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE PURPOSE OF DISTRIBUTION OF PROCEEDS FROM A ONE CENT SURTAX FOR INFRASTRUCTURE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to section 212.055(2), Florida Statutes 2015, Palm Beach County will impose a once percent (1%) local government infrastructure sales surtax upon taxable transactions occurring in Palm Beach County, and distribution of the proceeds from the Surtax will be subject to the outcome of a countywide referendum on November 8, 2016; and

WHEREAS, Municipalities within Palm Beach County, along with the Palm Beach County School Board, are eligible to receive a portion of the Surtax; and

WHEREAS, the Town of Loxahatchee Groves desires to work together with Palm Beach County to promote the numerous essential public services provided by the County, the Municipalities and the School Board which are detailed in the attached interlocal agreement; and

WHEREAS, it is in the best interests of the Town, and its residents, for the Town to enter into this Interlocal Agreement with Palm Beach County.

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

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 of Loxahatchee Groves, Florida hereby agrees to the terms and conditions of that certain Interlocal Agreement with Palm Beach County, a copy of which is attached hereto as **Exhibit “A”**, and which is incorporated herein by reference, and further authorizes the Mayor and appropriate Town Officials to execute and deliver said Interlocal

Agreement to Palm Beach County, along with a certified copy of this Resolution.

Section 3. This Resolution shall take effect immediately upon its passage.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor

Virginia M. Walton, Town Clerk

Vice-Mayor

Council Member

APPROVED AS TO LEGAL FORM:

Council Member

Office of the Town Attorney

Council Member

INTERLOCAL AGREEMENT AMONG PALM BEACH COUNTY, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, AND THE SIGNATORY MUNICIPALITIES PERTAINING TO THE SHARED DISTRIBUTION AND USE OF THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE SURTAX

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this ___ day of APRIL, 2016, by and between **PALM BEACH COUNTY** (“County”), a political subdivision of the State of Florida, **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic of the state of Florida (“School Board”), and the signatory municipalities (collectively referred to hereinafter as “**MUNICIPALITIES**”):

WITNESSETH:

WHEREAS, pursuant to section 212.055(2), Florida Statutes (2015), the County intends to authorize by Ordinance the imposition of a one percent (1.0%) local government infrastructure sales surtax (“Surtax”) upon taxable transactions occurring in Palm Beach County and has provided for distribution of the proceeds from the Surtax subject to the outcome of a countywide referendum on November 8, 2016; and

WHEREAS, the Municipalities are located within Palm Beach County, are eligible to receive a portion of the Surtax, represent a majority of the County’s municipal population, and desire to jointly establish with the County the distribution formula for the proceeds of the Surtax in accordance with section 212.055(2)(c)(1), Florida Statutes (2015); and

WHEREAS, section 212.055(2)(c)(1), Florida Statutes (2015), provides that this Agreement may include a school district with the consent of the county governing authority and

the governing bodies of the municipalities representing a majority of the county's municipal population; and

WHEREAS, the parties to this Agreement desire to work together in order to promote the safe, efficient, and uninterrupted provision of numerous essential public services provided by the County, the Municipalities, and the School Board, including but not limited to providing improvements to district-owned school buildings, equipment, technology and security; purchasing school buses; repairing, constructing and equipping roads, bridges, sidewalks, streetlights, signalization, parks, recreational and governmental facilities, drainage, and wastewater facilities; and purchasing public safety vehicles and equipment; and

WHEREAS, the parties desire to provide economic development projects and incentives as allowed under Florida Statutes; and

WHEREAS, the parties to this Agreement shall each be responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity.

NOW THEREFORE, in consideration of the promises, covenants, and commitments contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged set forth herein, the parties agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are true and correct and are hereby incorporated into and become a part of this Agreement.

SECTION 2. TERM.

This Agreement shall become effective when approved by the governing bodies of the County, the requisite number of Municipalities, and the School Board pursuant to section

212.055(2)(c)(1), Florida Statutes (2015). This Agreement shall remain in effect for the life of the Surtax imposed pursuant to the County Ordinance imposing the Surtax (the “Ordinance”) and until all Surtax Proceeds, as defined in Section 2 below, are expended by the respective parties.

SECTION 3. DISTRIBUTION PERCENTAGES.

(a) The Surtax Proceeds, defined as the collected Surtax less the amounts retained by the Florida Department of Revenue for administrative expenses pursuant to section 212.055(2), Florida Statutes (2015), derived from the Surtax levied and imposed by the County shall be distributed by the Department of Revenue directly to the parties to this Agreement as follows:

Recipient	Share of Total Proceeds
Palm Beach County	33.5% (includes 4.5% for economic development cultural facilities and at least 1.5% for economic development incentives)
School Board of Palm Beach County, Florida	48%
Municipalities within Palm Beach County	18.5% (to be divided proportionately among them based on population in the manner as set forth in Section 218.62(3), Florida Statutes; provided that the County's share received shall be as described herein and not pursuant to Section 218.62, Florida Statutes).

(b) Distribution of the Surtax Proceeds hereunder shall be made monthly by the Department of Revenue from the Discretionary Surtax Clearing Trust Fund directly to the County, the Municipalities, and the School Board as to their respective shares of Surtax

Proceeds during the term of this Agreement commencing on or about January 2017 and each month thereafter during the term of this Agreement.

SECTION 4. USE OF SURTAX PROCEEDS.

The parties to this Agreement each certify that all Surtax Proceeds shall be expended only as permitted by section 212.055(2), Florida Statutes and the ballot language of the November 8, 2016 referendum. The County, the Municipalities, and the School Board shall each be separately responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity. Any future revisions of the resolution(s) of the individual parties shall not require an amendment to this Agreement or the joinder and consent of the other parties.

SECTION 5. CREATION OF CITIZEN OVERSIGHT COMMITTEES.

(a) The County, the Municipalities, and the School Board shall each separately provide for the creation of citizen oversight committees (“Committee” or collectively “Committees”) to provide for citizen review of their respective expenditure of Surtax Proceeds, as soon as possible after the Surtax becomes effective, but not later than the date on which Surtax funds are first expended. A Municipality may either participate in an oversight committee created by the Palm Beach League of Cities or create its own committee.

(b) The Committees shall serve as advisory and reporting bodies to the creating entities. Each creating entity shall establish specific duties and membership requirements governing Committee operations and participation.

(c) The Committees shall meet monthly, or as otherwise needed to fulfill their duties and responsibilities. Each Committee shall provide an annual report to the governing board of the entity which created it no later than December 31 of each year for acceptance.

(d) Committee members shall receive no compensation for the performance of their duties.

(e) The Committees, their members, and all their proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes, the Florida Public Records Law, Chapter 119, Florida Statutes, and the Florida Ethics Code, Chapter 112, Florida Statutes, and all other applicable local or state statutes, ordinances, or rules.

SECTION 6. MUTUAL COOPERATION.

Each party agrees to work cooperatively and in good faith, individually and collectively, with the other parties to this Agreement on matters that are included and beyond the scope of this Agreement.

SECTION 7. MISCELLANEOUS.

(a) This Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to Surtax.

(b) Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto.

(c) The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. 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 any of the parties based upon this Agreement. Nothing herein

shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(d) Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

(e) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

(f) This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes 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 Fifteenth Judicial Circuit of Palm Beach County, Florida.

(g) A copy of this Interlocal Agreement and all subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, upon its execution by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have caused this Local Government Infrastructure Surtax Interlocal Agreement to be duly executed in counterparts by their respective and duly authorized officers as of the date set forth above.

PALM BEACH COUNTY, FLORIDA

By: _____
Mary Lou Berger
Mayor

(SEAL)

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

**THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

By: _____
Chuck Shaw, Chairman

By: _____
Robert M. Avossa, Ed.D., Superintendent

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
School Board Attorney

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____

Name: _____

Title: _____

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2013-01 set forth fees and charges for limited zoning and planning services; zoning review and zoning confirmation letters and interpretations; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to confirm and adopt a schedule of rates, fees and charges relating to planning and zoning, building and other services rendered by Town Government for the citizens of the Town of Loxahatchee Groves and the public; and

WHEREAS, the Town Council desires to incorporate all fees and charges assessed into one comprehensive fee schedule; and

WHEREAS, the Town Council desires to make certain the schedule of rates, fees, and charges is available to the public.

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

Section 1: The Town Council of the Town of Loxahatchee Groves hereby officially adopts a schedule of rates, fees and charges attached hereto as Exhibit "A" and made part hereof as if fully set forth herein.

Section 2: This duly adopted schedule of rates, fees and charges shall be available at the Town Hall during normal business hours.

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

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

Section 5: This Resolution shall take effect immediately upon adoption by the Town Council.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor

Virginia Walton, Town Clerk

Vice-Mayor

Council Member

APPROVED AS TO LEGAL
FORM:

Council Member

Office of the Town Attorney

Council Member

EXHIBIT “A”

Town of Loxahatchee Groves Rates, Fees and Charges Schedule

All Rates, Fees and Charges are subject to Reimbursement of Expenses incurred by the Town as listed under Section I herein below unless otherwise limited or prohibited by law.

I. REIMBURSEMENT OF EXPENSE INCURRED BY THE TOWN

1. *Employment and Reimbursement of Third-Party Experts.* The Town Council or Town Manager may determine that a third-party expert in the field of land planning, traffic engineering, engineering, architecture, landscape architecture, or other similar areas of professional expertise is necessary to thoroughly review a development order application. Such experts may be employed by the Town. The applicant shall reimburse the Town for such costs within five (5) days of the date of receipt of an invoice for such services. Failure by the applicant to make such reimbursement when due shall delay the pending application until paid.

2. *Reimbursement for Staff Costs.* The applicant shall reimburse the Town for any excess time by the Town Engineer, Town Attorney, or other Town Staff spent reviewing the application and/or submitted documents, together with the cost of any documents or drawings obtained which are not part of the Town records. The cost of time billed to the applicant shall be the same cost as billed by the Town Engineer or Town Attorney, or the cost of Town Staff time. The applicant shall reimburse the Town for such costs within five (5) days of the date of receipt of an invoice for such services. Failure by the applicant to make such reimbursement when due shall delay the pending application until paid.

TOWN OF LOXAHATCHEE GROVES
PERMIT / APPLICATION FEES

PERMIT / APPLICATION	TYPE	FEE AMOUNT \$	APPLICATION LINK	Revision	NOTES
PLANNING & ZONING FEES					
Preliminary Plat Review Application	Initial Deposit	1,000.00			Cost Recovery/Time & Material
Special Exception Permit Application	Initial Deposit	5,000.00			Cost Recovery/Time & Material
Site Plan Application	Initial Deposit	5,000.00			Cost Recovery/Time & Material
Variance Application	Application Fee	3,000.00	Variance Application		Cost Recovery/Time & Material
Future Land Use Amendment Application	Initial Deposit	5,000.00			Cost Recovery/Time & Material
Rezoning Application	Initial Deposit	5,000.00			Cost Recovery/Time & Material
Zoning Confirmation Request Application	Flat Fee	200.00			Fixed Cost
BUILDING PERMIT FEES					
Building Permit	Flat Fee	60.00	Building Permit Application		
Business Tax Receipt	Flat Fee	20.00	Business Tax Receipt Application		
Certificate of Conformity Request Application	Flat Fee	200.00	Certificate of Conformity Request Application		
General Vegetative Land Clearing Application	Flat Fee	100.00	General Land Clearing Application		Initial Review
Land Clearing Permit	Cost Recovery	\$2,000.00			<i>Cost Recovery will be assessed per case.</i> <i>Used for Vacant & Commercial Properties.</i>
Non-Residential Farm Building Application	Flat Fee	60.00			Initial Review
Residential Vegetative Land Clearing Application	Flat Fee	100.00	\\Land Clearing\Residential Clearing Exemption & Waiver\Residential Clearing Exemption & Waiver.docx		\$100 for initial Review.
Residential Clearing Permit	Cost Recovery	100.00	Residential Clearing Exemption & Waiver Application		Cost Recovery will be assessed per case. <i>Used for Residence and Accessory Buildings</i>
Manure Permit - Haulers	Flat Fee	500.00	\$15. each sticker over 3		
Manure Permit - Property Owner	No Fee	0.00	Manure Permits\Manure Permit - Property Owner.docx		
Special Event Permit	Flat Fee	60.00			
Temporary Sign Permit	Flat Fee	60.00	Temporary Sign Permit Application		
Water Permit	Flat Fee	60.00			
MISCELLANEOUS FEES & CHARGES					
Blueprints					
Certified Copies	Flat Fee	1.00			
RECORDS REQUEST DEPOSIT (Time Estimate)	Deposit	To Be Determined			
8 1/2 X 11 - BLACK & WHITE SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
8 1/2 X 14 - BLACK & WHITE SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
8 1/2 X 14 - COLOR SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
11X 17 - BLACK & WHITE SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
11X 17 - COLOR SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
Color Photographs (on photo paper)	Flat Fee	2.00			
Lien Search Request	Flat Fee	25.00			
Postage	Flat Fee	Actual Cost			
Room Rental (Council Chambers)	Flat Fee	\$150.00 Plus \$35.00 Per Hour			
Reproduction of Audio CD's/Video DVD's	Flat Fee	10.00			
Returned Check Fee		\$25.00 or 5% of check (whichever is greater \$)			

Requirements:

72 hour minimum review time to process applications and permits.
All permits submitted on a Palm Beach County application must include three (3) sets of required documents.

The Town = 1 set
PBC = 2 stamped sets
Revised 04/01/2015

District 15 Loxahatchee Groves

Monthly Report: March 2016



Calls for Service (self-generated)	Monthly
Business/Residence Checks	70
Traffic Stops	06
Dispatched calls	152
Total	228

Traffic Summary	Monthly
Warnings	5
Citations	1
Totals	6

Summary: During the month, D15 deputies handled (228 total) calls for service. 31% of calls for service were self-generated.

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

Summary: There was one Burglary- (1) business burglary and one theft (1)

Burglary: ●21B 16-053759 On 3-21-16 we responded in reference to a delayed business burglary at a large nursery. No forced entry, prints attempted. Tools stolen included: pressure washer, impact gun, screw gun, and an 18 volt battery. Case is inactive at this time.

Theft: ●30 16054316 On 3-22-16 a landscaping company called in a theft after doing inventory and noticing missing equipment. Open investigation with suspect.

S75 16-055134 On 3-24-16 we responded to a report of illegal dumping of tires and other items. The tires were blocking the roadway; the town was contacted to have these removed. The environmental unit was also notified, no other information.

PSG's Billing:

03/08/16

* ALREADY PAID PO# 2016-001-2015-2 DEC. 15, 2016 - \$3192.86

2 (Two) PSG INVOICES FOR: 01/25/16 = \$46,418.70 } \$68,661.70
02/01/16 = \$22,243.00 }

* NEED TO DISREGARD PSG'S INVOICE DATED 2/18/16 -
THE NORTH A ROAD APPROVED ARROWS (CHEVERONS)
WERE BILLED PREVIOUSLY AND THERE WERE NO APPROACH
ARROWS PAINTED ON NORTH C-RD AND SOUTH C-RD.
02/18/16 = \$6,720. DISREGARD → \$6,720.

PSG's Invoice Adjustments:

1. @ \$17. / Linear Ft. For MAXIMUM AVERAGE ROAD
WIDTH OF 20 FT., THE PRICE / PAINTED SPEED HUMP
SHOULD BE \$140. (*) THE CALCULATED PSG INVOICE
ADJUSTMENT SHOULD BE INCORRECT: $48 \times \$835.44/\text{hump} = \$40,101.$

CORRECT: $48 \times \$140.00/\text{hump} = \$6,720.$

CALCULATED INVOICE REDUCTION = \$33,381.

2. Approach arrows on Exhibit "D" show that EACH
"UNIT" CONSISTS OF ONE SET OF ARROWS ON EACH SIDE OF
THE SPEED HUMP. FOR 21 HUMPS ON NORTH A-ROAD -
THE 42 INDIVIDUAL ARROWS BILLED SHOULD BE 21 UNITS.

CALCULATED INVOICE REDUCTION @ 21 x \$210. = \$4,410

3. Delivery tickets AND INVOICES charges FROM Bob's BARRICADES show that only 1 Unit of Road closure billings For North C-Road would be correct @ \$1,749. (\$1,650 + 6% TAX). Allowing a \$751. mark up to EQUAL the billing amount OF \$2,500. is very generous For A Non-bid unit.

PSG's billing For 2 Units @ \$2,500 ea. is excessive. Invoice reduction should be: \$2,500.

4. The Culvert services^u billing @ \$300./hour is excessive For the Limited, if ANY, work done.

Assuming 1 worker AND a parked Truck @ \$100/hour would involve AN INVOICE Reduction of: $300 - 100 = 200 \times 10 \text{ hrs}$
= \$2,000.

Total PSG/Invoice Adjustments = \$42,291.

Indicated FINAL payment to PSG = \$26,370.70

Respectfully
Ron Gabriel
Vice Mayor / T.O.L.G.

"Please" see all attachments.