



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA

TUESDAY, APRIL 19, 2016

Mayor David Browning (Seat 4)

Vice-Mayor Tom Goltzené (Seat 5)

Councilman Ronald D. Jarriel (Seat 1)

Councilman Ryan Liang (Seat 3)

Councilman Todd McLendon (Seat 2)



Town of Loxahatchee Groves
Town Council Meeting
Tuesday, April 19, 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) Vice Mayor Tom Goltzené (Seat 5) Councilman Ronald D. Jarriel (Seat 1) Councilman Ryan Liang (Seat 3) Councilman Todd McLendon (Seat 2)	Town Manager William F. Underwood, II Town Attorney Michael D. Cirullo, Jr. Town Clerk Virginia M. Walton
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PUBLIC NOTICE/AGENDA

1. OPENING

- a. Call to Order & Roll Call
- b. Pledge of Allegiance (Boy Scout Troop 122) & Invocation – Mayor Browning
- c. Approval of Agenda

MOTION	SECOND	VOTE
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2. PUBLIC COMMENTS

3. CONSENT AGENDA

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

- a. Minutes: April 5, 2016 Town Council Meeting
- b. Betty Argue, Loxahatchee Groves PTO, requesting a tax deductible monetary donation of \$500.00 from the Town, as a sponsor for the Loxahatchee Groves Elementary School's Annual Spring Carnival and Silent Auction to be held May 21, 2016.
- c. Town Council Approval of Gas Tax Maps

d. RESOLUTION NO. 2016-23 (Interlocal Agreement)

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE INFORMATION SYSTEMS SERVICES DEPARTMENT (ISS) TO PROVIDE THE TOWN'S NON-AD VALOREM ASSESSMENT ROLLS FOR THE PROPERTY APPRAISER'S NOTICE OF PROPOSED PROPERTY TAXES AND THE TAX COLLECTOR'S ACTUAL PROPERTY TAX NOTICES; AND PROVIDING AN EFFECTIVE DATE.

e. RESOLUTION NO. 2016-11 (contract)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT, AWARDED THROUGH RFP NO. 2016-002, WITH WITT O'BRIEN'S LLC, TO PROVIDE DEBRIS MONITORING SERVICES FOR AN INITIAL TERM TO EXPIRE ON NOVEMBER 30, 2017, AND AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

f. RESOLUTION NO. 2016-25 (Budget Amendment)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

g. RESOLUTION NO. 2016-14 (fee schedule)

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.

h. RESOLUTION NO. 2016-26 (Amendment to Agreement)

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

MOTION	SECOND	VOTE
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4. PRESENTATIONS

- a. Presentation of American Flag from Connie Kilgore to Town Hall
(Sponsored by Mayor Dave Browning)
- b. Palm Beach County Ethics Commission
Mark E. Bannon - Executive Director
Gina A. Levesque – Intake and Compliance Manager

5. COMMITTEE REPORTS – none scheduled

6. RESOLUTIONS

- a. RESOLUTION NO. 2016-19 (Appoint P&Z)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,FLORIDA,APPOINTING _____, _____, _____, AND _____, AS REGULAR MEMBERS OF THE TOWN’S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR, AND APPOINTING _____ AND _____ AS ALTERNATE MEMBERS OF THE TOWN’S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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- b. RESOLUTION NO. 2016- 27 (revised duties for Committee)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RE-NAMING THE COMMITTEE TO “EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE: AMENDING THE DUTIES, TERM OF MEMBERS, MEETINGS AND TOWN STAFF SUPPORT FOR THE EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR THE METHOD OF APPOINTMENT OF COMMITTEE MEMBERS; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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- c. RESOLUTION NO. 2016-24 (revised duties for Committee)

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AMENDING THE DUTIES, TERM OF MEMBERS, MEETINGS AND TOWN STAFF SUPPORT FOR THE FINANCE ADVISORY AND AUDIT COMMITTEE CONSISTENT WITH SECTION 218.319, FLORIDA STATUTES; PROVIDING FOR THE METHOD OF APPOINTMENT OF THE FINANCE ADVISORY AND AUDIT COMMITTEE MEMBERS; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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d. RESOLUTION NO. 2016-20 (Appoint ETRAG)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,FLORIDA,APPOINTING _____, _____, _____, AND _____,AS VOTING MEMBERS OF THE EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE (ETGAC), TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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e. RESOLUTION NO. 2016-22 (Appoint FAAC)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING _____, _____, _____, AND _____, AS VOTING MEMBERS OF THE FINANCE ADVISORY AND AUDIT COMMITTEE, TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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f. RESOLUTION NO. 2016-28 (creation and duties of Committee)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE CREATION OF THE “UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE”; PROVIDING FOR AMENDING THE DUTIES, TERM OF MEMBERS, MEETINGS AND TOWN STAFF SUPPORT FOR THE UNIFIED LAND DEVELOPMENT CODE COMMITTEE; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR SUNSETTING OF THE COMMITTEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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QUASI-JUDICIAL HEARING

F. RESOLUTION NO. 2016-21 (Site Plan)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE GROVES MEDICAL PLAZA SITE PLAN AMENDMENT, FOR LAND OWNED BY GROVES MEDICAL PLAZA, LLC, CONSISTING OF 3.43 ACRES MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “F” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	ROLL CALL VOTE
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7. ORDINANCES – none scheduled

8. MANAGER’S REPORT – Town Manager Underwood

- a. Agenda Item Report – Updates on various activities and issues concerning the Town
- b. Charter Amendments Ballot Question Deadlines

9. OLD BUSINESS

- a. Okeechobee Corridor Master Plan – Work Authorization Okeechobee Boulevard Planning & Zoning

10. NEW BUSINESS

- a. IGC Meeting Schedule
- b. Council Appointment to the Western Communities Council

11. COUNCIL REPORTS

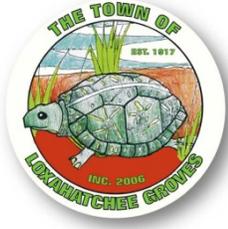
12. CLOSING COMMENTS

- a. Public
- b. Town Attorney
 - 1. Request pursuant to Section 286.011(8), Florida Statutes, to schedule a closed door attorney-client meeting to discuss pending litigation in the case of Professional Services Group, Inc. v. Town of Loxahatchee Groves, Palm Beach County Circuit Court Case No. 502016CA003979XXXXMB, Division AG.
- c. Town Council Members

13. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for MAY 3, 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, April 5, 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. Presentation of Palm Beach County Canvassing Board Certification of March 2016 Election of Town of Loxahatchee Groves Candidates

Town Clerk read the certified results of the election for Seat #2, with Todd McLendon received 489 votes and Jim Rockett receiving 396 votes; and for Seat #4, with Dave Browning receiving 579 votes and Thais Hagen Gonzalez receiving 310 votes. Dave Browning and Todd McLendon were declared the winning candidates.

d. Oath of Office for New Council Members

Town Clerk Walton swore in Dave Browning and Todd McLendon.

Mayor Browning called a short recess for a Cake Ceremony at 7:05 pm. Meeting reconvened at 7:16 pm.

2. ORDER OF BUSINESS

a. RESOLUTION NO. 2016-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXHATHCEE GROVES, FLORIDA, DESIGNATING A MAYOR AND VICE MAYOR FOR THE ENSUING YEAR 2016-2017, PURSUANT TO THE TOWN CHARTER, SECTION 2 (2)(a) AND 3(a); AND PROVIDING AN EFFECTIVE DATE.

Motion: a motion to appoint Dave Browning as Mayor was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 4 – 0.

Motion: a motion to appoint Tom Goltzené for Vice Mayor was made by Council Member McLendon and seconded by Mayor Browning. Motion passed 3 -1, with current Vice Mayor Jarriel dissenting.

b. Additions, Deletions or Modification, and Approval of Agenda

Motion: a motion to approve the agenda, including addendum items #1 thru #4, was made by Council Member McLendon and seconded by Vice Mayor Goltzené. Motion passed 4-0.

3. PUBLIC COMMENTS

Bill Louda, B Road, stated he hoped upcoming year would be calm and steady and that the RETRAG would be starting soon.

Thais Gonzalez, Raymond Drive, congratulated Mayor Browning and jokingly stated she was happy that he was elected instead of her. Also commented to Todd that he deserved to win and let him know that he had support.

4. CONSENT AGENDA

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

- a. Minutes: March 1, 2016 Town Council Meeting
- b. Minutes: May 19, 2015 Joint Workshop Town Council/LGWCD
- c. Minutes: May 19, 2015 Town Council Meeting
- d. Minutes: June 16, 2015 Town Council Meeting
- e. February/March Invoices for Goren, Cherof, Doody & Ezrol, PA
- f. Notification to Council that during the Town Council Meeting on April 19, 2016, each Council Member will be appointing board members of their choice to the FAAC Advisory Committee, the Planning & Zoning Board, and the RETGAC Advisory Committee (see attachments).
- g. RESOLUTION NO. 2016-12 (Award of Bid)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AWARDED BID NO. 2016-003 FOR DRAINAGE IMPROVEMENTS ON "C" ROAD/GRUBER LANE AND "D" ROAD/TRIPP ROAD TO WBI CONTRACTING OF PALM BEACH INC., IN THE AMOUNT OF \$27,460.00 FOR "C" ROAD/GRUBER LANE, AND \$6,670.00 FOR "D" ROAD/TRIPP ROAD, FOR A TOTAL AMOUNT OF \$34,130.00, AND AUTHORIZING THE EXECUTION OF A CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

- h. RESOLUTION NO. 2016-14 (Fees) **pulled for discussion**

i. RESOLUTION NO. 2016-15 (Bank Signatures)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPDATING THE AUTHORITY OF TOWN COUNCIL MEMBERS FOR THE PAYMENT OF MONEY, TO SIGN VOUCHERS AND CHECKS, AND TO AUTHORIZE ALL TRANSACTIONS AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

j. RESOLUTION NO. 2016-16 (Change Orders)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING TWO CHANGE ORDERS TO THE CONTRACT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND BLACKBAUD, INC., FOR MUNICIPAL FINANCIAL SYSTEM SOFTWARE AS A SERVICE (SAAS), AND AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Council Member Jarriel asked if the cost could change from the original amount. Manager Underwood stated the additional cost would only be if the implementation was delayed.

k. RESOLUTION NO. 2016-17 (Interlocal Agreement)

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 PURCHASING MAPPING PRODUCTS AND SERVICES FOR THE USGS 3DEP PROGRAM, AND AUTHORIZING THE EXPENDITURE OF FUNDS NOT TO EXCEED \$20,000; AND PROVIDING AN EFFECTIVE DATE.

Manager Underwood clarified that this was for surveying elevations for the flood maps.

Add from Addendum #1:

l. RESOLUTION NO. 2016-18 (Interlocal Agreement) **pulled for discussion**

Council Member McLendon asked that item #4h be pulled from the consent agenda for discussion. Vice Mayor Goltzené asked that addendum item #4l be pulled from the consent agenda for discussion.

Motion: a motion to approve the agenda as revised was made by Council Member Jarriel and seconded by Council Member McLendon. Motion passed 4 – 0.

Discussion items

h. RESOLUTION NO. 2016-14 (fees)

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.

Manager Underwood stated that Council Member McLendon had some concerns about not having a CPI or automatic review included as part of this approval.

Motion: a motion to postpone this item until the April 19, 2016 agenda was made by Council Member McLendon and seconded by Council Member Jarriel. Motion passed 4 – 0.

1. RESOLUTION NO. 2016-18 (Interlocal Agreement)

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 ONE CENT SURTAX FOR INFRASTRUCTURE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

Vice Mayor Goltzené stated he was in support of the one cent surtax for infrastructure improvements, but was not in support of cultural facilities being included. Council discussion was in favor of adopting the resolution, signing the agreement; however, sending a cover letter that the Town was unanimously not in favor of cultural facilities obtaining revenue from this surtax. The Town Council felt that roads, bridges, sidewalks, school buildings, etc. was more important right now.

Motion: a motion to approve the resolution, subject to the cover letter being included, was made by Vice Mayor Goltzené and seconded by Council Member Jarriel. Motion passed 4 – 0.

5. PRESENTATIONS – none scheduled

6. COMMITTEE REPORTS

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

Ms. Kane stated the Committee had been reviewing the financial policies and procedures manual, but was not ready to present revision suggestions yet. The Committee had looked at several investment opportunities and made several recommendations for Council consideration. Ms. Kane stated she had copies of all prospectuses the Committee had reviewed.

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

7. RESOLUTIONS

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT BETWEEN THE TOWN OF

LOXAHATCHEE GROVES AND UNDERWOOD MANAGEMENT SERVICES GROUP, LLC; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Council Member Jarriel felt it was too early to consider this agreement and wanted to wait until June. Vice Mayor Goltzené stated it was time for the Town to begin thinking of transitioning to Town employees. This was a three year agreement until 2018, and the Town could use this time to enable Manager Underwood to bring code enforcement and building & zoning on Staff. Then consider the administrative staff additions. This would alleviate the concerns of a management company getting too large, and also if the management company left, the Town would have no Staff to maintain Town Hall functions. Council Member McLendon agreed with the Vice Mayor that the contract should be approved now and not keep changing personnel. Mayor Browning also agreed and added that the employees need continuity.

Motion: a motion to approve the resolution and execute the contract was made by Council Member McLendon and seconded by Vice Mayor Goltzené. Motion passed 3 – 1, with Council Member Jarriel dissenting.

b. RESOLUTION NO. 2016-13 (Award of Bid)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AWARDED BID NO. 2016-01 FOR “B” ROAD PAVEMENT SURFACING, AND AUTHORIZING THE MAYOR, AND/OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH HARDRIVES OF DELRAY, INC. d/b/a HARDRIVES, INC., IN THE AMOUNT OF \$1,033,008.80; AND PROVIDING AN EFFECTIVE DATE.

Vice Mayor Goltzené stated that he would recuse himself from discussion and vote on this item because he was in partnership with a company that owned property on B Road.

After review, it was determined that the mid-range option of 8” base rock and 1 ½” asphalt was the best option for a better product and stronger road that would last longer the OGEM. Town Attorney Cirullo advised the Council that there would need to be an amendment to the contract to substitute asphalt from OGEM. There was also a provision in the contract for possible additional contributions from the College and SolarSport if necessary. Manager Underwood also added that there would be a \$15,000 engineer’s bill for the culverts.

When asked about the culverts, Randy Wertepny, with Keshavarz & Associates, responded that there were six for B Road that would have culverts and catch basins, and six additional that were private and would have culverts only. There was extensive discussion on speed humps amount, size and distance between. Clarification on what Council had previously decided on speed humps would be researched. Manager Underwood encouraged the Town Council to award the bid as is and then Staff could come back with any changes after researching.

There was further discussion on using striping as a traffic calming option; however, this would be an additional charge. Curbs were also discussed, but Mr. Wertepny stated that there were no curbs in the bid and curbs would impact existing drainage. However, stabilizing the shoulders was included in the bid.

Ken Johnson, Collecting Canal Rd, agreed with the topics discussed but had questions on stability standards.

Motion: a motion to approve the resolution and award the bid to Hardrives of Delray Inc. in the amount of \$1,033,008.80 was made by Council Member Jarriel and seconded by Council Member McLendon. Motion passed 3 – 0, with Vice Mayor Goltzené recusing himself.

8. ORDINANCES – none scheduled

9. MANAGER’S REPORT – Town Manager Underwood

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

- An emergency authorization was given to Bergeron for short term pothole repairs to provide temporary safety measures for drivers on the Town’s OGEM roads. The Town needed to adopt a comprehensive plan to mitigate the damaged and deteriorating OGEM roads.
- 6th Ct North (Red Clover Nursery) – survey work was almost ready and owner would give space for horse trails
- Culvert replacement on C Road was completed and looked good
- Manure dumping – only one new complaint was made and the PBSO Sgt. Got right on it.
- It was anticipated that the Debris Monitoring contract would be on the April 19th agenda
- Folsom Road Traffic Calming was anticipated for the April 19th agenda

b. Report on Surveyed Roads, pursuant to Florida Statutes 95.361(2)(b)

10 miles of roads had been surveyed. The Town Attorney was good with the language. Maps were at Town Hall for the residents to view and mailings would go to all parties notifying them of this. This item would be coming to the May 3rd Council Meeting and then the maps would be filed after final approval.

- c. Palm Beach County Sheriff’s Monthly Report for February 2016
- d. Palm Beach County Fire-Rescue Monthly Report for January 2016
- e. Palm Beach County Fire-Rescue Monthly Report for February 2016

Add from Addendum #3 and #4

- f. Palm Beach County Sheriff’s Monthly Report for March 2016
- g. Discussion and Direction on Finalization of Payment to PSG

Town Council, Town Manager and Town Attorney discussed options for finalization of this issue. Town Attorney Cirullo advised the Council that if this went to litigation, there would be attorney’s fees and trial costs, and breach of contract would not be covered by the Town’s Insurance policy. Further discussion ensued on what to offer PSG as a final settlement.

Motion: a motion to make a \$30,000 final settlement offer, in conjunction with a signed settlement agreement, was made by Council Member McLendon and seconded by Vice Mayor Goltzené. Motion passed 3 – 1, with Council Member Jarriel dissenting.

10. OLD BUSINESS – none scheduled

11. NEW BUSINESS – none scheduled

12. COUNCIL REPORTS

a. Council Member Tom Goltzené

1. Discussion and direction for reconsideration on schedule for Council Meetings
For 2016

Mayor Browning stated he agreed with skipping some of the meetings; however, possibly the required ethics training could be scheduled at Town Hall on one of those nights. Also, the ULDC needs work.

Motion: a motion to adopt the revised meeting schedule presented, with the exception of moving the first September meeting from Sept. 5th to Sept. 8th, was made by Vice Mayor Goltzené and seconded by Council Member Jarriel. Motion passed 4 – 0.

2. Discussion and direction for possible Charter Review Committee

Vice Mayor Goltzené stated this was a topic during this past election and the Council should schedule a workshop to discuss the Charter and get residents comments on changes. Some items that might be considered would be term limits, form of government, such as strong Mayor versus Council/Manager and the Canvassing Board members. It was noted that Wellington had just had a referendum ballot issue on canvassing boards this past March. Council Member McLendon agreed and asked if this could be done in a timely manner in order to make the November ballot. It was requested that the Village Clerk obtain ballot language deadlines from the Supervisor of Elections.

3. Discussion and direction for possible ULDC Review Committee

The Town had previously formed a ULDC Review Committee in 2013 and consensus was that this type committee should be re-formed. The Comp Plan and Code Enforcement codes were also mentioned as in need of revisions. The Okeechobee Boulevard moratorium was coming up for expiration in June and Council wanted an update on where the Town was on this issue. Staff could bring a resolution to re-form the ULDC Committee to the April 19th meeting and it was consensus of Council that members of this committee should not be from any other already existing committee.

4. Discussion and direction on scope of all Town Committees

After discussion, it was consensus of Council that Manager Underwood would bring to the April 19th meeting ideas on how often the existing could or should meeting and what their scope should be. Possible resolution amendments would be needed.

Mayor Browning called for a break at 8:49 pm and reconvened at 8:59 pm.

b. Council Member Todd McLendon

1. Discussion and direction on road grading and watering for 161st Terrace North

Council Member McLendon stated that roads were deplorable and there were other roads that needed grading more than this one. All roads should be treated the same.

Motion: a motion to rescind the resolution approving weekly grading for 161st Terrace North was made by Council Member McLendon and seconded by Vice Mayor Goltzené.

Council Member Jarriel stated the Water Control District had graded his street every Friday for years and when the Town took over, the Council voted 5 – 0 to continue. Council Member Jarriel stated the road was used as a cut through and had heavy traffic. Once Bergeron took over the road work, the grading was stretched to every two weeks. The Water Control District used to do courtesy grading in the past after rains and Council Member Jarriel believed the Town should pay for this service from Bergeron. Council Member McLendon suggested that they could cut the cost of one of the two weeks from 161st Terrace and use that for other high density roads.

Vice Mayor Goltzené stated the Town needed to stop pushing dirt and get moving to come up with a surface that lasted. A suggestion was asphalt on top of red clay. Vice Mayor Goltzené stated that he had a list of 161 homes on roads that needed as much work as 161st. The Town was now paying \$36,000 a year just for the extra work on 161st. Someone should check with Deer Run. They had smaller roads, but had no drainage problems. How do they do it is the question. Mayor Browning agreed that just pushing the dirt was a bad idea. The Council needed to prioritize the roads and get them improved. The residents deserved good roads. Manager Underwood stated he had previously offered a policy on roads and prioritizing and could bring it back for further consideration.

Robert Snowball, 161st Terrace, thanked Council Member McLendon for bring this topic up. He was glad to see this happening.

Keith Harris, C Road, stated he would like to see all the roads kept in good condition, including 161st Terrace, with equal sharing of expenses and work.

Ken Johnson, Collecting Canal Road, stated that if the roads were paved, then horse trails should be added at the same time, and also fix the guard rails that have been run over by the Water Control District equipment.

2. Discussion and direction on legislation for sexual predators and offenders (attachment)

Town Attorney Cirullo advised the Council that the sample ordinance presented had been recently upheld in Appellate Court. Regarding the employment section, this meant that any vendor working in the Town could not knowingly send a worker who was a convicted sexual offender/predator. In order to create this ordinance, the horse trails would need to be designated as parks.

Motion: a motion to instruct the Town Attorney to research and create an ordinance for the Town was made by Council Member McLendon and seconded by Vice Mayor Goltzené. Motion passed 4 – 0.

3. Discussion and direction on 1917 Quit Claim for Easements to LGWCD

Council Member McLendon stated he wanted to work cooperatively with the Water Control District, but the Town needed to get better ownership of the roads and trails. Vice Mayor Goltzené stated the Town could study the IGC Committee suggestion.

Motion: a motion to ask the Water Control District to give the Town the 1917 Quit Claim for Easements was made by Council Member McLendon and seconded by Vice Mayor Goltzené.

Council Member Jarriel stated this subject should be left alone until after the Water Control District's elections in June. He realized the District need to become dependent, but that has to come through the residents.

Council Member McLendon responded that if the was good for the Town, then the Town should move forward now and let the Water Control District vote on it. If they vote against, the Town could ask again when the new Board was in place.

John Ryan, A Road, stated the 1917 Deed was not a valid mechanism to give the Town the trails. A local bill said the District would give a perpetual permit to put in the trails and it was up to the Town to decide where to put the trails. There was a fictitious conflict being talked about that the College was concerned with the recorded map.

Vice Mayor Goltzené stated that Brian Seymour, the Tallahassee Attorney for the College, had directly told him he had a problem with the Deed. Local Bills can change and maybe the Town needed to talk to our Legislators. The Town is fiscally responsible and the Water Control District has not been. Their infrastructure is failing.

Laura Danowski, E Road, responded that she didn't care what Brian Seymour said, the trail permit was ready for the Town to act on it. Just leave the west side of the Town alone since the District and the College were now in litigation. Just sign the permit and move one. She was in support of dependency of the District, but not now. Nina Corning, E Road, agreed with leaving the west side out.

Town Attorney Cirullo stated the Town did receive a letter from the College Attorney about a disagreement with the maintenance easement and agreed with the suggestion to leave the College portion out of the permit.

Council Member Jarriel stated that Mr. Seymour had been wrong before and believed the Town should accept the permit as is. The Town Surveyor knows the history of this easement.

Motion: a vote on the motion to ask the District for the Quit Claim failed 1 – 3, with only Council Member McLendon in favor.

Motion: a motion to accept the perpetual permit, excluding the west side, was made by Council Member McLendon and seconded by Vice Mayor Goltzené. Motion passed 3 – 1, with Council Member Jarriel dissenting.

13. CLOSING COMMENTS

a. Public

Ken Johnson, Collecting Canal Road, stated the Town needed a Special Taxing District to cover the costs of additional services that would be needed with the businesses and shopping centers going into the Town.

Motion: a motion to extend the meeting to finish public comment was made by Council Member Jarriel and seconded by Council Member McLendon. Motion passed 4 – 0.

Dr. Omar, D Road/8th Place North, stated he was very frustrated. When he purchased his property he was told his road was a public road and he had signed a letter stating he wanted it to stay a public road. Now someone had a fence built on the public portion of the road, restricting his access to his property. He needed enforcement and wanted to know what steps he needed to take.

b. Town Attorney - none

c. Town Council Members

Council Member McLendon thanked everyone for their support. This past election had the biggest turnout in the history of Loxahatchee Groves. It was time to put any personal issues aside.

Council Member Jarriel wanted to correct a previous statement in that the Water Control District did not raise assessments. They did the best for the residents and continued to improve. Thank you to everyone for coming.

Vice Mayor Goltzené thanked everyone for their support for the Vice Mayor position. Congratulations to Mayor Browning and Council Member McLendon and he looked forward to working with the Water Control District in the future. He reminded them that the Town still needed F Road turned over, since it was OGEMED a long time ago. Also North Road, which the Town had paid for.

Mayor Browning thanked everyone for their support during the election and also the council members for continuing as Mayor. He was there to represent everyone. Thank you for coming.

14. ADJOURNMENT

Hearing no further business, a motion to adjourn the meeting was made at 10:08 PM.

Virginia Walton, Town Clerk

David Browning, Mayor

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

Town of Loxahatchee Groves, FLORIDA Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 3c

MEETING DATE: 04/14/2016

PREPARED BY: Perla D. Underwood

SUBJECT: Road Jurisdiction Analysis Gas Tax Distribution

1. BACKGROUND/HISTORY

Problem Statement: Palm Beach County requires review of the roadway map information annually.

Problem Solution: Review Gas Tax Map and provide updated information in order to accurately calculate municipally maintained lane-miles.

Linda and Allan Adamcik have requested that Fortner Drive off B Road be removed from the Gas Tax Map. This represents a reduction in lane miles of .240. Additionally, we are also including the reduction that was submitted to the State of Florida in December that included the removal of that portion of 140th Street, and the adjustments to all roads by the OIG and PBC Engineering Department.

2. CURRENT ACTIVITY

The Town has identified this road as for private use only by one property owner, Mr. and Mrs. Adamcik.

3. ATTACHMENTS

Letter from Allan and Linda Adamcik – Fortner Drive
2016 Town and District Roads List

4. FINANCIAL IMPACT

These changes represent a total reduction in the total lane miles from 113.447 to 113.28

5. RECOMMENDED ACTION

Approve the data as recommended that include the removal of Fortner Road, and mileage adjustments previously provided by PBC OIG and Engineering Department, and authorize the Town Manager to submit the Report to Palm Beach County.



INTER-OFFICE COMMUNICATION

R E C E I V E D
MAR 07 2016

TO: Municipalities in Palm Beach County
FROM: Palm Beach County League of Cities
Transportation Committee

BY: BK

DATE: February 2016

SUBJECT: Road Jurisdiction Analysis for Gas Tax Distribution

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

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

County Administrator

Verdenia C. Baker

Enclosed for your review you will find a map depicting the roads in your municipality. Each road segment within your boundary is color coded to indicate its' Responsible Authority classification. See the map legend for the symbolism being used.

Please check all of the roads within your boundary for any discrepancies in the classification and mark on the map any feature(s) in question. Alleys are also drawn on the map. The total lengths of these are added into your municipal road totals as well. Please note any comments/revisions/questions on the map provided and return same; please do not send copies of other generated maps.

The objective is to provide Palm Beach County with the necessary feedback so that we can most accurately calculate the number of your municipally maintained lane-miles. This data is forwarded to Tallahassee to determine the distribution of gasoline taxes to each municipality. You need only to concern yourself with the roads contained within your municipal boundaries. If the scale of the map has prevented a road name from being displayed, you do not need to provide it.

We request that you return your feedback to Palm Beach County no later than **April 29, 2016**, mailing it to Palm Beach County, Attention: Mike Sadowski-Roadway Production, 2300 North Jog Road, Third Floor, West Palm Beach, Florida 33411. This will give them time to review your information and update the databases as needed to meet the State's deadline.

If you have any questions on the purpose of this effort, please contact Mr. Steven Carrier, P.E., Assistant County Engineer, at 561-684-4010. Other questions should be directed to Mike Sadowski via e-mail at Msadowsk@pbcgov.org. or phone at 561- 478-5792.

Thank you for your attention to this effort.

Susan Haynie, Chair
Palm Beach County League of Cities Transportation Committee

SBC:cp

[february2016gastaxdistributionleagueofcities.doc](#)

"An Equal Opportunity
Affirmative Action Employer"

FY 2016/2017 Municipal Gas Tax Distribution Lane Miles

City	Street Lane Miles	Alley Lane Miles	Total
Atlantis	026.840	000.000	26.840
Belle Glade	112.964	000.000	112.964
Boca Raton	481.000	000.000	481.000
Boynton Beach	248.844	002.142	250.986
Briny Breezes	000.528	000.000	0.528
Cloud Lake	001.605	000.000	1.605
Delray Beach	301.076	006.134	307.210
Glen Ridge	003.805	000.000	3.805
Golf	010.346	000.000	10.346
Greenacres	049.650	000.000	49.650
Gulfstream	008.882	000.000	8.882
Haverhill	009.017	000.000	9.017
Highland Beach	002.516	000.000	2.516
* Hypoluxo	000.000	000.000	0.000
Juno Beach	009.981	000.000	9.981
Jupiter	275.596	011.830	287.426
Jupiter Inlet Colony	005.501	000.000	5.501
Lake Clarke Shores	028.120	000.000	28.120
Lake Park	060.268	001.231	61.499
Lake Worth	204.660	000.500	205.159
Lantana	063.737	004.421	68.159
Loxahatchee Groves	113.447	000.000	113.447
Manalapan	004.986	000.000	4.986
Mangonia Park	015.946	000.000	15.946
North Palm Beach	058.437	004.532	62.969
Ocean Ridge	013.299	000.000	13.299
Pahokee	044.457	000.249	44.706
Palm Beach	085.711	001.324	87.035
Palm Beach Gardens	127.740	000.000	127.740
Palm Beach Shores	009.836	000.000	9.836
Palm Springs	080.773	000.000	80.773
Riviera Beach	164.447	000.505	164.951
Royal Palm Beach	148.743	000.000	148.743
South Bay	027.109	000.000	27.109
* South Palm Beach	000.000	000.000	0.000
Tequesta	045.944	000.053	45.997
Wellington	378.427	000.000	378.427
West Palm Beach 2 map set	483.654	027.706	511.360
Totals:	3,707.89	060.627	3,768.52

* no map

Perla D. Underwood

From: quiltingqueen@att.net
Sent: Wednesday, March 02, 2016 10:28 AM
To: punderwood@loxahatcheegrovesfl.gov
Subject: Fortner Drive

To Perla Underwood

Let this email serve as written confirmation of a verbal conversation I had with you in your office.

Fortner Drive is our private road.

We have maintained this private road since the purchase of our property, located on the corner of Fortner Drive and B Road, in July 1986.

We are official requesting the town of Loxahatchee Groves take our private road off the gas tax map.

Sincerely, Linda & Allan Adamcik

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



Town Road Mileage Chart

2016

TOWN ROAD NAME	PLAT DESIGNATION	Road Mileage	Lane Mileage	Road Condition	Notes
A Road	From Okeechobee Blvd to North Rd	2.001	4.002	OGEM	
A Road Apron	At North Road	0.250	0.500		Aprons OGEM
B Road - South	North of PBSC to Okeechobee Boulevard	1.414	2.828		2016 Scheduled for Paving
C Road - South	From Collecting Canal Rd to Okeechobee Blvd	1.236	2.472	OGEM	
C Road - South Aprons	at Collecting Canal Road	0.500	1.000		Aprons OGEM
C Road - North	From Okeechobee Blvd to North Rd	1.981	3.962	OGEM	
C Road - North Aprons	at North Road	0.500	1.000		Aprons OGEM
D Road - North	From Okeechobee Blvd to North Rd	1.996	3.992	OGEM	
D Road - North Aprons	At North Road	0.500	1.000		Aprons OGEM
10TH PLACE NORTH	BLOCK B				PRIVATE
11TH LANE NORTH	BLOCK F			2014	REMOVED
11TH TERRACE	BLOCK C	0.208	0.416		
12TH PLACE NORTH	BLOCK E	0.397	0.794		
131ST TERRACE NORTH	BLOCK F	0.135	0.270		
13TH PLACE NORTH	BLOCK F (FOLSOM)			2014	REMOVED
13TH PLACE NORTH	BLOCK F (F ROAD)	0.166	0.332	2014	REMOVED
140TH STREET NORTH	CUT-THRU / SUNSPORT			2015	REMOVED OIG/PBC ENG.
147TH AVENUE NORTH **	BLOCK C	0.115	0.230		
147TH DRIVE NORTH	BLOCK C			2015	REMOVED OIG/PBC ENG.
145TH (AVENUE) TERRACE N	T: 43S / R: 41E	0.332	0.664		2013-660 FT REMOVED
148TH TERRACE NORTH	T: 43S / R: 41E	0.334	0.668		
149TH AVENUE N	BLOCK I	0.126	0.252	2013	REMOVED
14TH PLACE NORTH	BLOCK E	0.171	0.342		
152ND WAY NORTH	BLOCK B			2014	REMOVED
160TH STREET NORTH	T: 43S / R: 41E	0.423	0.846		
161ST TERRACE NORTH	T: 43S / R: 40E	1.832	3.664	2013	Grading - 1x/wk Approved
17TH ROAD NORTH	BLOCK B	0.118	0.236		
21ST ROAD NORTH	BLOCK C	0.132	0.264		
22ND COURT NORTH	BLOCK F/Folsom	0.275	0.550		
22ND ROAD NORTH **	BLOCK C (C ROAD)	0.221	0.442		
22ND ROAD NORTH	BLOCK E (E ROAD)	0.138	0.276		
22ND ROAD NORTH	BLOCK F (F ROAD)	0.194	0.388		

Town Road Mileage Chart

2016

TOWN ROAD NAME	PLAT DESIGNATION	Road Mileage	Lane Mileage	Road Condition	Notes
23RD COURT NORTH	BLOCK E	0.173	0.346		
24TH CIRCLE NORTH	BLOCK C	0.247	0.494		
24TH COURT NORTH	BLOCK C (C ROAD)	0.255	0.510		
24TH COURT NORTH **	BLOCK D (E ROAD)	0.194	0.388		
24TH COURT NORTH	BLOCK E (WEST F)	0.224	0.448		
24TH COURT NORTH	BLOCK F (EAST F)	0.367	0.734		
25TH PLACE NORTH	BLOCK B (C ROAD)	0.136	0.272	2014	480 FT REMOVED
25TH PLACE NORTH	BLOCK C (D ROAD)	0.145	0.290		
27TH LANE NORTH	BLOCK C			2014	REMOVED
30TH COURT NORTH	BLOCK B (C ROAD)				DOES NOT EXIST
30TH COURT NORTH	BLOCK D (D ROAD)	0.124	0.248		
34TH PLACE NORTH	BLOCK C	0.202	0.404		
35TH PLACE NORTH	BLOCK D	0.120	0.240		
40TH STREET NORTH		1.500	3.000		
41ST ROAD NORTH	T: 43S / R: 41E	0.062	0.124		
42ND ROAD NORTH	T: 43S / R: 41E	0.141	0.282		
42ND STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.189	0.378		
43RD ROAD NORTH	T: 43S / R: 41E (GLOBAL)	0.194	0.388		
43RD ROAD NORTH	T: 43S / R: 41E	0.250	0.500	2013	660 FT REMOVED
44TH STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.211	0.422		
8TH PLACE NORTH	BLOCK C	0.300	0.600		
APRIL DRIVE	BLOCK C	0.160	0.320		
BIDDIX ROAD	BLOCK D	0.194	0.388		
BRYAN ROAD	BLOCK F	0.732	1.464	2014	OGEM
BUNNY LANE	BLOCK C	0.183	0.366		
CANAL MAINTENANCE RD	T: 43S / R: 41E (40TH ST N)	0.378	0.756		
(WILSON) CASEY ROAD	BLOCK F	0.742	1.484		
CITRUS DRIVE	BLOCK K	0.238	0.476		
COMPTON ROAD	BLOCK F	0.738	1.476	2014	OGEM
EAST CITRUS DRIVE	BLOCK K	0.495	0.990		
EDITH ROAD	BLOCK E	0.191	0.382		
FARLEY ROAD	BLOCK E	0.191	0.382		

Town Road Mileage Chart

2016

TOWN ROAD NAME	PLAT DESIGNATION	Road Mileage	Lane Mileage	Road Condition	Notes
FERRIS LANE	BLOCK A	0.184	0.368		
FLAMINGO DRIVE	BLOCK C	0.135	0.270		
FOREST LANE	BLOCK B	0.209	0.418		
FORTNER DRIVE	BLOCK B (B ROAD)	0.120	0.240	2016	Request to Remove
FORTNER DRIVE	BLOCK B (C ROAD)			2014	REMOVED
FOX TRAIL	BLOCK E	0.193	0.386		
GLOBAL TRAIL	T: 43S / R: 41E	0.501	1.002		
GREAT DANE LANE	BLOCK F			2014	REMOVED
GRUBER LANE	BLOCK C	0.497	0.994		
HYDE PARK ROAD	BLOCK E	0.447	0.894		
IAN TRAIL	T: 43S / R: 41E	0.376	0.752		
JEWEL LANE	BLOCK B	0.094	0.188		
KAZEE ROAD	BLOCK G	0.432	0.864		
KERRY LANE	BLOCK E	0.257	0.514		
LOS ANGELES DRIVE	BLOCK B	0.214	0.428		
LOXAHATCHEE AVENUE	BLOCK K	0.175	0.350		
MARCELLA BOULEVARD	BLOCK F	0.731	1.462	2014	OGEM
MARCH CIRCLE	BLOCK F	0.165	0.330		
MORROW COURT	BLOCK B	0.193	0.386		
ORANGE AVENUE	BLOCK K	0.075	0.150		
PADDLEFOOT	BLOCK E			2014	REMOVED
PARADISE TRAIL	BLOCK C	0.150	0.300		
PERKINS DRIVE	BLOCK F			2014	REMOVED
PINEAPPLE DRIVE	BLOCK I	0.200	0.400	2013	1550 ft. REMOVED
QUAIL ROAD	BLOCK F	0.135	0.270		IMPROVED
RACKLEY ROAD	BLOCK F	0.140	0.280		
RAYMOND DRIVE **	BLOCK F	0.327	0.654		
ROBERTS WAY	BLOCK B	0.195	0.390		
SALLY'S ALLEY		0.244	0.488	2013	REMOVED
SAN DIEGO DRIVE	BLOCK B	0.214	0.428		
SCOTTS PLACE	BLOCK B	0.205	0.410		
SHAMROCK DRIVE	BLOCK B			2014	REMOVED
SIXTH COURT NORTH	EAST D	1.733	3.466		
STEFFAN LANE		0.140	0.280		

Town Road Mileage Chart
2016

TOWN ROAD NAME	PLAT DESIGNATION	Road Mileage	Lane Mileage	Road Condition	Notes
SIXTH COURT NORTH	WEST D	0.172	0.344		
SNAIL TRAIL (19TH STREET N)	BLOCK C	0.240	0.480		
TANGERINE DRIVE	BLOCK K	0.514	1.028		
TEMPLE DRIVE	BLOCK I	0.082	0.164		
TIMBERLANE PLACE	BLOCK B	0.119	0.238	2014	960 FT REMOVED
TRIPP ROAD	BLOCK D	0.225	0.450		IMPROVED TO 14404
VALENCIA DRIVE	BLOCK K	0.125	0.250		
WEST "B" ROAD	BLOCK A	0.340	0.680		
WEST "C" ROAD	BLOCK B	0.607	1.214		
WEST "D" ROAD	BLOCK I (SOUTH C.C.)	0.322	0.644		
WEST 'D' ROAD	BLOCK C (NORTH C.C.)	0.394	0.788		
WEST 'F' ROAD	BLOCK E	0.198	0.396		
WILLIAMS DRIVE	BLOCK B	0.211	0.422		
TOWN ROAD TOTALS		37.201	74.402		
DISTRICT ROAD TOTALS		19.447	38.894		
ALL ROAD TOTALS		56.648	113.296		

NOTE: ** Town Dedicated Right-of-ways

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 3d
MEETING DATE: 4/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Palm Beach County Interlocal Agreement for Information System Services (ISS) relative to non-ad valorem assessments and reporting to the Property Appraiser.

1.BACKGROUND/HISTORY

Problem Statement: The Town needs data set from Palm Beach County in order to establish non-ad valorem assessments for solid waste or other services.

Problem Solution: Enter into an interlocal agreement with Palm Beach County to provide real property data sets to implement non-ad valorem assessments.

The Town has been using Palm Beach County's ISS services since the inception of the Town's residential solid waste assessments. The ISS department services have always been needed to prepare and implement the assessment rolls for the Town. Heretofore, the Town received those services gratis. However, the County is looking for a nominal fee to continue to provide those services.

2.CURRENT ACTIVITY

The Town received an agreement and exhibit for Council consideration. Based on the fee schedule, the Town would initially be billed \$770 for their services.

3.ATTACHMENTS

ILA and Exhibit

4.FINANCIAL IMPACT

Will be \$700 based on the level of revenue currently generated.

5.RECOMMENDED ACTION

Motion to adopt Resolution 2016-23.

RESOLUTION NO. 2016-23

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE INFORMATION SYSTEMS SERVICES DEPARTMENT (ISS) TO PROVIDE THE TOWN'S NON-AD VALOREM ASSESSMENT ROLLS FOR THE PROPERTY APPRAISER'S NOTICE OF PROPOSED PROPERTY TAXES AND THE TAX COLLECTOR'S ACTUAL PROPERTY TAX NOTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to continue to use the services of the Palm Beach County Information Technology Systems Services Department (ISS) in order to certify its non-ad valorem assessment roll for garbage assessments to the Property Appraiser for the Notice of Proposed Property Taxes and to the Tax Collector for the Actual Property Tax Notices; and

WHEREAS, Palm Beach County has offered an Interlocal Agreement in order to insure that the ISS will take compatible electronic medium from the Property Appraiser on June 1st of each year and prior to September 15th of each year in order to meet all deadlines for issuance of the Notice of Proposed Property Taxes in and Actual Property Tax Notices for all property owners in Loxahatchee Groves; 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>
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, 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 David Browning

Virginia M. Walton, Town Clerk

Vice-Mayor Tom Goltzené

Council Member Ron Jarriel

APPROVED AS TO LEGAL FORM:

Council Member Ryan Liang

Office of the Town Attorney

Council Member Todd McLendon

**Interlocal Agreement for Assignment of Property Data and Development of
Annual Assessments for Palm Beach County Non-Ad Valorem Districts**

THIS Agreement made and entered into this _____ day of _____, 20___, by and between Town of Loxahatchee Groves (“Local Government”) and Palm Beach County Board of County Commissioners (“County”), a political subdivision of the State of Florida.

WITNESSETH THAT:

WHEREAS, the parties desire to enter into this Agreement covering the provision of Information Technology services by the County for the Local Government in order to certify its non-ad valorem assessment roll to the Property Appraiser for the Notice of Proposed Property Taxes and to the Tax Collector for the Actual Property Tax Notices;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the County and the Local Government agree as follows:

1. The above representations are true and correct.
2. The Local Government agrees that County, through its Information Systems Services Department (“ISS”) will take compatible electronic medium from the Property Appraiser on June 1st of each year pursuant to the provisions of Section 197.3632 (3) (b), Florida Statutes.
3. The term of this Agreement, unless terminated as provided herein, is for a period of one (1) year. This Agreement shall automatically renew annually unless either party gives written notice as provided in 9 below. The effective date of the Agreement is the date of approval by County and filing with the Clerk of the Circuit Court for Palm Beach County.
4. In addition Local Government agrees that County will take said compatible electronic medium from the Property Appraiser, prior to September 15 of each year’s

certification date, which will include the same information as the June 1st electronic medium plus the changes made thereto since June 1st.

5. Local Government further agrees to provide County, with all the information and assistance reasonably necessary to complete the data processing required to certify Local Government's non-ad valorem assessment roll to the Tax Collector and provide the non-ad valorem assessments to the Property Appraiser for the Notice of Proposed Property Taxes on compatible electronic medium.
6. Local Government agrees to provide final approval to County no later than July 28th for the Notice of Proposed Property Taxes and September 12th for the Actual Property Tax Notices. Should the above date fall upon a holiday, Saturday or Sunday, Local Government will agree to provide final approval by the last business day prior to the holiday, Saturday or Sunday. If the approval is not received by 5:00 p.m. on the appropriate date, Local Government agrees it will take the necessary actions, at its sole expense, to notify its non-ad valorem parcel owners of the Notice of Proposed Property Taxes and/or Actual Property Tax Notices for that year.
7. The Local Government further agrees to reimburse County for all costs incurred in producing the non-ad valorem assessment roll for Local Government described in the attached Exhibit 1. Payment shall be made to County within 45 days, following receipt of its invoices.
8. The parties recognize that County will be processing several non-ad valorem assessment rolls for various local governments at the same time and Local Government agrees to provide timely information and assistance as may be required by County during the certification process; including, if necessary, personnel on location in County offices to verify the calculations being made by the computer.
9. This Agreement shall be automatically extended hereafter, from year-to-year, unless and until terminated by either of the parties. This Agreement may be terminated at any time by Local Government upon 60 day written notice to County or by County upon written 60 day written notice to Local Government; however, notice given by

either party after January 1st and prior to October 1st, shall be effective only following

completion of the certification of that year's non-ad valorem tax roll.

10. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Local Government.
12. **Notice** Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:
If sent to the County:

Steve Bordelon, Information Systems Services
Director

301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2394)

With copy to:

County Attorney's Office
Palm Beach County Board of County
Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

If sent to the Local Government shall be sent to:

William Underwood II, Town Manager

Town of Loxahatchee Groves

155 F Road

Loxahatchee Groves, FL 33470

13. County and Local Government agree each will do any and everything reasonably necessary to accurately produce Local Government's non-ad valorem assessment roll. Local Government recognizes that problems may arise in spite of efforts by County, and County shall not be held liable as a result of its processing of Local Government's non-ad valorem assessment roll.
14. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Local Government, its officers, agents, employees, and lobbyists in compliance with contract requirements and detect corruption and fraud in connection with the performance of this agreement.

15. Failure to cooperate with the Inspector General or interfering with or impeding any investigation in connection with the performance of this agreement shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of County and Local Government has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: _____
Steve Bordelon, PBC ISS

Local Government:

Town of Loxahatchee Groves, FL

Signature

David Browning

Typed Name

Mayor

Title

WITNESS:

Signature

Virginia Walton, Town Clerk

Typed Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By _____
County Attorney

**APPROVED AS TO
TERMS AND
CONDITIONS**

By _____
Steve Bordelon, Director, Information Systems Services

EXHIBIT 1

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES Non-Ad Valorem Assessment Support Services

The purpose of this Exhibit is to identify the roles and responsibilities of the Palm Beach County (“County”) and Town of Loxahatchee Groves (“Local Government”) in carrying out the terms of the Agreement regarding Non-Ad Valorem (NAV) Assessment Support Services. This Exhibit delineates the services to be provided by County through the Information Systems Services Department (“ISS”), and describes the associated costs and payment requirements.

Section A: Annual Planning and Exhibit Review

There will be an annual review of this Exhibit to ensure all parties are satisfied with services rendered to date and to determine whether any amendments are required.

Section B: Description of Services

Baseline services from the County for Non-Ad Valorem Assessment Support Services will include:

1. Loading of the Local Government’s data (Property Control Numbers) provided by the Property Appraiser’s office for the generation of the Notice of Proposed Property Taxes in August.
2. Provide one (1) set of reports and/or data files based on the data received from the Property Appraiser’s Office in May utilizing the existing calculation rates on file from the prior year’s Actual Property Taxes.
3. Provide additional set of reports and/or data files using the new and or approved calculation rates provided by the Local Government for the Notice of Proposed Property Taxes.
4. Loading of the Local Government’s data (Property Control Numbers) provided by the Property Appraiser’s Office for the generation of the Tax Collector’s Actual Property Taxes in October.
5. Provide one (1) set of reports and/or data files based on the data received from the Property Appraiser office in August utilizing the existing calculation rates used on the Notice of Proposed Property Taxes.

6. Provide additional set of reports and/or data files using the new and/or approved calculation rates provided by the Local Government for the Tax Collector's Actual Property Taxes.
7. Each additional set of reports not listed above will be provided at the rate of \$125.00 per hour.

Section C: Fees for Non-Ad Valorem Assessment Services

Tiers	Assessment Ranges	Fee
1	≤\$50,000	\$150
2	>\$50,000 to ≤\$150,000	\$210
3	>\$150,000 to ≤\$300,000	\$420
4	>\$300,000 to ≤\$550,000	\$770
5	>\$550,000 to ≤\$800,000	\$1,120
6	>\$800,000 to ≤\$1,100,000	\$1,540
7	> \$1,100,000 to ≤\$1,450,000	\$2,030
8	> \$1,450,000 to ≤\$1,850,000	\$2,630
9	> \$1,850,000 to ≤\$2,300,000	\$3,220
10	> \$2,300,000	\$3,850

Section D: Billing and Payment

The County shall submit annual invoices to the Local Government which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section E: Annual Review of Fees

The County reserves the right to review the fees included in this Exhibit on an annual basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Town of Loxahatchee Groves, Florida
Town Council Agenda
AGENDA ITEM REPORT
ITEM NO. 3e MEETING

DATE: 04/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Resolution Authorizing Execution of Contract with Witt O'Brien's LLC (Witt)

1. BACKGROUND/HISTORY

Problem Statement: The Town's debris monitor contract has expired and the Town requires a debris monitor be available in the event of a catastrophe.

Problem Solution: Adopt a resolution providing for the execution of a contract with a debris monitoring firm.

The Town issued RFP 2016-002 for debris monitoring services was issued January 22, 2016. Proposals were due in the office of the Town Clerk no later than 2:00 P. M., on February 10, 2016. The bid(s) were opened on the due date and the Town received only one bid. At the Town Council meeting of March 1, 2016, the Council awarded the bid to Witt O'Brien 's, LLC and instructed the Town Attorney to negotiate and present a contract for Council consideration.

2.CURRENT ACTIVITY

The Town Attorney, this office, and representative from Witt prepared a contract that all parties are in agreement. It is now ready for Council consideration. Of course, it is our hope that e will not need the services of Witt in the near future.

3.ATTACHMENTS

Resolution Amending Resolution 2013-01
Contract with Witt O'Brien's LLC

4.FINANCIAL IMPACT

Not applicable.

5.RECOMMENDED ACTION

Motion to adopt Resolution 2016-11

RESOLUTION NO. 2016-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT, AWARDED THROUGH RFP NO. 2016-002, WITH WITT O'BRIEN'S LLC, TO PROVIDE DEBRIS MONITORING SERVICES FOR AN INITIAL TERM TO EXPIRE ON NOVEMBER 30, 2017, AND AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has determined the need to obtain outside services for monitoring debris during an emergency event, such as a hurricane; and

WHEREAS, sealed RFP No. 2016-002 was then duly noticed, received, opened; and only one (1) proposal was received on a timely basis and reviewed by the Town Engineer; and

WHEREAS, it was determined that the one proposal submitted by Witt O'Brien's LLC met all the specifications and a recommendation of same was made to the Town Council; and

WHEREAS, the Town Council awarded RPF No. 2016-002 to Witt O'Brien's LLC at its meeting on March 1, 2016, and directed the Town Attorney to negotiate and present a contract with Witt O'Brien's LLC for final approval.

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

Section 1. Each "WHEREAS" clause set for the above is true and correct and herein incorporated by this reference.

Section 2. the Town Council hereby approves the contract for RFP No. 2016-002 to Witt O'Brien's LLC, for an initial term to expire on November 30, 2017, attached hereto and incorporated herein as Exhibit "A".

Section 3. The Mayor and appropriate Town officials are hereby authorized to execute the contract, and the Town Clerk is instructed to deliver a copy of the signed contract to Witt O'Brien's LLC, along with a certified copy of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

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

Mayor

ATTEST:

Virginia M. Walton, Town Clerk

Vice-Mayor

Council Member

APPROVED AS TO LEGAL FORM:

Council Member

Office of the Town Attorney

Council Member

AGREEMENT
BETWEEN THE
TOWN OF LOXAHATCHEE GROVES
AND
WITT O'BRIEN'S, LLC
DISASTER DEBRIS MONITORING SERVICES
RFP NO. 2016-02

This Agreement, is made and entered into the ___ day of _____, 2016, by and between the Town of Loxahatchee Groves, a Florida municipal corporation ("TOWN"), and WITT O'BRIEN'S, LLC ("CONTRACTOR") for Disaster Debris Monitoring 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 Disaster Debris Monitoring Services ("Services"); 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 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 #2016-02 for Disaster Debris Monitoring Services (RFP), 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 Services.
- 1.3 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.
- 1.6 The CONTRACTOR will not be paid for services when not previously instructed by the TOWN.

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 in November 30, 2017.
- 2.2 After the Initial 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. FEMA requires a Not to Exceed Clause in Agreements for Debris Monitoring Contracts. The not to exceed for any singular event shall be \$750,000.00, unless a different figure is specifically set forth in a Work Authorization Form.

- 3.2 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 CONTRACTOR certifies that it has reviewed and is familiar with FEMA reimbursement criteria and processes, including without limitation debris removal eligibility criteria, 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, and submitting all necessary paperwork for such reimbursements.
- 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, FEMA determination that debris removal charges are not reimbursable, 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:

WITT O'BRIEN'S, LLC
2200 Eller Drive
Fort Lauderdale, FL 33316

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 as set forth in Exhibit "E". 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 RFP 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, no later than April 1 of each year. 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 Termination for Convenience of Town - Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful Proposer, the Town may without cause and without prejudice to any other right or remedy, terminate the agreement for the Town's convenience whenever the Town determines that such

termination is in the best interests of the Town. Where the agreement is terminated for the convenience of the Town the notice of termination to the successful proposer must state that the contract is being terminated for the convenience of the Town under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

- 4.4 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.
- 4.5 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 and hold CITY and its Agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify, and hold the TOWN and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.
- 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, 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 RFP.

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 or expiration 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 and public records pertinent to this Agreement pursuant to Exhibit E. 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, the books, records, and accounts shall be retained until resolution of the audit findings. 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 RFP for CONTRACTOR services.

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: William Underwood, Town Manager
Town of Loxahatchee Groves
155 F Road
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: WITT O'BRIEN'S, LLC
2200 Eller Drive
Fort Lauderdale, FL 33316
Attn: _____
Telephone (954) 523-2200
Fax: (954) 527-1772

7.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, 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. In addition, CONTRACTOR shall not subcontract any portion of the work required by this

Agreement, except with the prior approval of the Town Manager or designee, which shall be in his sole and absolute discretion. A list of all such subcontractors 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 RFP, to provide and perform such services to TOWN'S satisfaction for the agreed compensation, and meets all other requirements of the RFP, including without limitation insurance requirements. Per FEMA, professional engineers and qualifications are not needed to perform monitoring duties. 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 seven (7) 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, such inconsistency shall be resolved in the following order: Provisions of Exhibit E shall prevail; thereafter, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect; thereafter, the terms of the RFP shall prevail.
- 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 and approved 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 CONTRACTOR shall provide a safe working environment, including without limitation properly constructed monitoring towers.
- 7.21 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.
- 7.22 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.
- 7.23 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.24 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.
- 7.25 Public Records. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:
- (a) Keep and maintain public records required by the public agency to perform the service.
 - (b) Upon request from the agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract,

the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**TOWN CLERK
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470
(561) 793-2418
ywalton@loxahatcheegrovesfl.gov**

The TOWN shall have the right to immediately terminate this Agreement for the refusal by CONTRACTOR to comply with Chapter 119, Florida Statutes, or applicable Federal requirements.

- 7.26 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.
- 7.27 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, any of the TOWN's Debris Removal Contractors.
- 7.28 The parties agree that this Agreement shall include all terms required by FEMA for Debris Removal and Monitoring Contracts, Exhibit E which is incorporated herein; as well as any others 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

BY: _____
David Browning, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
Town Attorney

WITT O'BRIEN'S, LLC

WITNESS

BY: _____

Printed Name

Printed Name

Title

DATED: _____

EXHIBIT "A"

Request for Qualifications #2016-02 for Disaster Debris Monitoring Services (RFP)

EXHIBIT "B"
Contractor's Proposal

EXHIBIT “C”

RATES AND SCHEDULES

Pre-Event Services at No Cost

Witt O’Brien’s will provide a sequence of no-cost pre-event services designed to orient ourselves with a client’s current level of readiness for a debris generating event and to enhance our combined capabilities through coordination and planning. After contract award, negotiations and execution.

Witt O’Brien’s will provide the following services at **no cost** to the Town:

- Review existing Debris Management and Emergency Management Plans
- Annual coordination and planning “table top” exercise with removal contractors
- Review of current debris-related public information content
- Review of local ordinances and codes for emergency or disaster debris removal
- Review, analysis and development of debris removal contracts and RFPs
- Assist in review of debris removal and other emergency services proposals
- Temporary debris management site review and selection consultation
- Assist with pre-event environmental authorizations for debris management sites
- Regular updates on current FEMA policy and industry trends

Project Cost Control Measures

Witt O’Brien’s will work closely with the Town to ensure costs are contained to a level consistent

with FEMA “reasonable cost” guidelines and criteria for reimbursement by:

- Coordinating with contractors to minimize idle time and expedite debris collection
- Mapping debris to increase collection efficiencies and streamline scheduling
- Reporting inefficiencies and making recommendations for improvement
- Implementing a communication system to coordinate contractor field operations
- Consulting regularly with FEMA debris specialist to resolve issues and avoid costly project dela

Required Positions

REQUIRED POSITION(S)		Hourly Rate(s)
1	Project Manager	\$69.00
2	Operations Manager	\$50.00
3	Field Supervisor	\$48.00
4	Field Monitor	\$32.50
5	Tower (DMS) Monitor	\$32.50

6	Load Ticket Data Entry	\$27.00
7	Data Manager	\$55.00
6	Billing/Invoice Analyst	\$55.00
REQUIRED POSITION(S)		
DISASTER DEBRIS MONITORING SERVICES		
	FEMA Grant Specialist(Debris)	\$95.00
	Health and Safety Manager	\$48.00
	GIS Analyst	\$50.00
	ADMS Specialist	\$48.00

Other Required Position(s)

FEMA / FHWA Program Consultant

Our FEMA / FHWA Program Consultant will serve as a cost recovery specialist who will strive to maximize funding opportunities through compliance with FEMA and FHWA guidelines and the identification of all eligible response and recovery expenses. Our Consultant will be most valuable at the beginning of the project (to estimate project costs, assist with Immediate Needs Funding requests, validate debris eligibility, ensure proper documentation of clearance and removal costs, consult with FEMA and FHWA to facilitate eligibility determinations, prepare estimated Project Worksheets and Detailed Damage Inspection Reports, etc.), and at the tail end (to finalize debris removal and disposal costs, prepare Project Worksheets and FHWA DDIR's, work with FEMA to resolve any extant issues, prepare any necessary appeals, etc.). Our priority is always to protect the client's federal funding and we are prepared to offer expert financial recovery and programmatic guidance towards that end, for the debris project or any of the Town's disaster response, mitigation, and repair and recovery projects.

Pre-Event Services at No Cost

Witt O'Brien's will provide a set of no-cost pre-event services designed to orientate ourselves with the Town of Loxahatchee Groves' current levels of readiness for a debris generating event and to enhance our combined capabilities through coordination and planning. We will (after contract award, negotiations and execution) provide, at no cost to the Town, the following services:

- Review existing Debris Management and Emergency Management Plans
- Conduct an annual coordination and planning "table top" exercise with removal contractors
- Review of current debris-related public information content
- Review of local ordinances and codes for emergency or disaster debris removal
- Review and analysis of current debris removal contracts and RFP's for FEMA compliance
- Temporary debris management site review and selection consultation
- Assist with pre-event environmental authorizations for debris management sites
- Provide regular updates on current FEMA policy and industry trends

EXHIBIT "D"

LIST OF SUBCONTRACTORS

No subcontractors are currently staffed on this project.

EXHIBIT "E"

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.

Town of Loxahatchee Groves, FLORIDA Town Council AGENDA ITEM REPORT

AGENDA ITEM NO.3f

MEETING DATE: 04/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: FY 2016 Budget Amendment

1. BACKGROUND/HISTORY

Problem Statement: The Town Council needs to reallocate its Fiscal Year 2016 budget appropriation requests.

Problem Solution: Provide the Council with a reallocated Fiscal Year 2016 budget amendment.

Annually, the Council establishes a budget appropriation and estimated revenues to meet the needs of its citizens. The Council periodically amends its operating budgets for the Town in all of its funds (General Fund, Transportation Fund, Capital Improvement Fund, and Solid Waste Fund).

2. CURRENT ACTIVITY

Staff continually reviews both revenue and expenditures of the Town to monitor that revenues are within estimates and appropriations provide sufficient funds to match expenditures. Significant changes in FY2016 Budget included:

General Fund - Total revenues increased from \$1,407,386 to \$1,586,457, that includes an increase in PBC Water Utility Franchise Fees of \$4000, Cost Recovery Fees of \$12,000, and a transfer from Fund Balance of \$167,122. Total expenditures include increases to Town Council compensation of \$7500, Town Management Services Contract of \$5501, Cost Recovery charges of \$12,000, and a transfer to Capital Improvement Fund in the amount of \$146,664.

The Transportation Fund - Increased total revenues from \$1,366,571 to \$1,506,571 which includes a transfer from Fund Balance (6ct) of \$140,000. Total expenditure includes an increase in Town Road Maintenance (6ct) by \$252,326, and elimination of the transfer to Fund Balance (5 ct) of **(\$117,326)**.

The Capital Improvement Fund - Total revenues increased from \$2,530,634 to \$3,661,486 which includes a contribution from General Fund in the amount of \$146,664, and a transfer from Fund Balance in the amount of \$984,188. Expenditures also increased by adding \$1,000,000 to the Town Roads, and adding a new line item entitled "Trails –Town" in the

amount of \$130,852 that includes the cost of surveying District canal maintenance berms.

There were no changes to the Solid Waste Fund.

3. ATTACHMENTS

Resolution No. 2016-25 Amending the Fiscal Year 2016 Annual Budget

Exhibit A – Fiscal year 2015-2016 Budget Amendment

4. FINANCIAL IMPACT

This amendment increases Town-wide appropriations by \$1,455,024 from \$5,752,809 to \$7,207,833.

5. RECOMMENDED ACTION

Motion to approve Resolution No. 2016-25 amending the Fiscal Year 2016 Annual Budget

TOWN OF LOXAHATCHEEGROVES

RESOLUTION NO. 2016-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.241(4), Florida Statutes, the Town may amend its adopted budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, at any time within a fiscal year, and

WHEREAS, the Town Management has concluded a review of the budget and expenditures during the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, and is recommending amendments to the Town's budget as set forth in Exhibit A" hereto.

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

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town's adopted budget for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016, is hereby amended as set forth in Exhibit "A", attached hereto and expressly made a part hereof.

Section 3. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

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

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

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

	Aye	Nay	Absent
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, 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, 2015.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor David Browning

Virginia Walton, Town Clerk

Vice-Mayor Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ron Jarriel

Council Member Ryan Liang

Office of the Town Attorney

Council Member Todd McLendon

EXHIBIT "A"

**(BUDGET AMENDMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1,
2015
AND ENDING ON SEPTEMBER 30,
2016)**

**All Funds
Fiscal Year 2015-16**

Fund #		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
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ESTIMATED REVENUES

001	GENERAL FUND	1,407,386	178,671	1,586,057
101	TRANSPORTATION FUND	1,366,571	140,000	1,506,571
305	CAPITAL IMPROVEMENT FUND	2,530,634	1,130,852	3,661,486
405	SOLID WASTE FUND	448,218	-	448,218
Total Estimated Revenue		5,752,809	1,449,523	7,202,332

APPROPRIATIONS

001	GENERAL FUND	1,407,386	178,671	1,586,057
101	TRANSPORTATION FUND	1,366,571	140,000	1,506,571
305	CAPITAL IMPROVEMENT FUND	2,530,634	1,130,852	3,661,486
405	SOLID WASTE FUND	448,218	-	448,218
Total Appropriations		5,752,809	1,449,523	7,202,332

**GENERAL FUND:
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
ESTIMATED REVENUES				
TAXES				
001-311-100-000	AD VALOREM TAXES @ 1.2000	311,616		311,616
	TAXES SUBTOTAL	311,616	-	311,616
001-314-100-000	ELECTRIC UTILITY TAX	233,000		233,000
001-315-100-000	COMMUNICATION SERVICES TAX	91,919		91,919
001-316-200-000	COUNTY OCCUPATIONAL LICENSES	6,000		6,000
	TAXES SUBTOTAL	330,919	-	330,919
001-323-100-000	FPL FRANCHISE FEE	200,000		200,000
001-323-125-000	HAULER LICENSING FEE	-	1,050	1,050
001-323-300-000	PBC WATER UTILITY FRANCHISE FEE	10,000	4,000	14,000
001-329-100-000	PLANNING & ZONING PERMIT	7,000		7,000
	PERMITS, FRANCHISE FEES & SPECIAL SUBTOTAL	217,000	5,050	222,050
001-335-120-000	STATE REVENUE SHARING	90,890		90,890
001-335-180-000	HALF CENT SALES TAX	260,461		260,461
	INTERGOVERNMENTAL REVENUE SUBTOTAL	351,351	-	351,351
001-341-000-000	GENERAL GOVERNMENT CHARGES	3,000		3,000
001-343-349-000	COST RECOVERY FEES	35,000	12,000	47,000
	CHARGES FOR SERVICES	38,000	12,000	50,000
001-351-100-000	COURT FINES	-		-
001-354-100-000	CODE ENFORCEMENT FINES	1,000		1,000
	JUDGEMENTS, FINES & FORFEITS SUBTOTAL	1,000	-	1,000
MISCELLANEOUS				
001-361-100-000	INTEREST	200		200
001-366-100-000	Contributions and Donations Private Sources	7,000		7,000
001-369-000-000	OTHER MISC INCOME	300		300
	OTHER MISC. REVENUE SUBTOTAL	7,500	-	7,500
001-381-305-000	INTER-FUND TRANSFER IN CIP			-
001-385-100-000	TRANSFER FROM SANITATION FUND			-
001-399-000-000	TRANSFER FROM FUND BALANCE	150,000	161,621	311,621
	OTHER NON-OPERATING SOURCES TOTAL	150,000	161,621	311,621
	GRAND TOTAL REVENUE	1,407,386	178,671	1,586,057

**GENERAL FUND:
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
APPROPRIATIONS				
LEGISLATIVE				
001-511-310-000	PROFESSIONAL SERVICES	10,400		10,400
001-511-400-000	TRAVEL	3,000		3,000
001-511-410-000	COMMUNICATION SERVICES	6,395		6,395
001-511-492-000	OTHER OPERATING EXPENSES	1,500		1,500
001-511-499-000	OTHER CURRENT CHARGES - New Town Council Compensaton	30,000	7,500	37,500
001-511-500-000	EDUCATION AND TRAINING	1,000		1,000
001-511-510-000	OFFICE SUPPLIES	500		500
001-511-520-000	OPERATING SUPPLIES	500		500
001-511-540-000	BOOKS, PUBLICATIONS AND DUES	2,500		2,500
001-511-820-000	SPECIAL EVENTS/CONTRIBUTIONS	5,400	3,300	8,700
	LEGISLATIVE TOTAL	61,195	10,800	71,995
EXECUTIVE				
001-512-340-000	OTHER SERVICES	275,045	5,501	280,546
001-512-400-000	TRAVEL	1,500		1,500
001-512-410-000	COMMUNICATION SERVICES	4,399		4,399
001-512-420-000	POSTAGE & FREIGHT	1,000		1,000
001-512-490-000	LEGAL ADVERTISING - (New)	500	200	700
001-512-492-000	OTHER OPERATING EXPENSES	5,044	2,000	7,044
001-512-493-000	ELECTION EXPENSE	8,010		8,010
001-512-510-000	OFFICE SUPPLIES	12,000		12,000
001-512-540-000	BOOKS, PUBLICATIONS AND DUES	570		570
	EXECUTIVE TOTAL	308,068	7,701	315,769
FINANICAL AND ADMINSTRATIVE				
001-513-320-000	ACCOUNTING AND AUDITING	18,000		18,000
001-513-470-000	PRINTING AND BINDING	1,396		1,396
001-513-490-000	LEGAL ADVERTISING	2,000		2,000
001-513-491-000	COMPUTER SERVICES	11,820		11,820
	FINANICAL AND ADMINSTRATIVE TOTAL	33,216	-	33,216
LEGAL COUNSEL				
001-514-310-000	PROFESSIONAL SERVICES	90,000		90,000
	LEGAL SERVICES TOTAL	90,000	-	90,000
PLANNING & ZONING				
001-515-310-000	PROFESSIONAL SERVICES	40,000		40,000
001-515-340-000	OTHER SERVICES	82,316	1,506	83,822
001-515-343-000	PLANNING & ZONING CONTRACT	20,000		20,000
001-515-347-000	COMPREHENSIVE PLAN	15,000		15,000
001-515-349-000	COST RECOVERY EXPENDITURES	35,000	12,000	47,000
001-515-490-000	LEGAL ADVERTISING - (New)	10,000		10,000
	COMPREHENSIVE PLANNING AND ZONING TOTAL	202,316	13,506	215,822

**GENERAL FUND:
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
OTHER GENERAL GOVERNMENT				
001-519-315-000	SPECIAL MAGISTRATE	10,000		10,000
001-519-340-000	OTHER SERVICES	1,600	3,000	4,600
001-519-354-000	CODE COMPLIANCE	23,000	(3,000)	20,000
001-519-410-000	COMMUNICATION SERVICES	11,100		11,100
001-519-420-000	UTILITIES	10,560		10,560
001-519-440-000	RENTALS AND LEASES	10,300		10,300
001-519-450-000	INSURANCE	31,000		31,000
001-519-460-000	R & M BUILDINGS	4,200		4,200
001-519-470-000	PRINTING AND BINDING	-		-
001-519-480-000	PROMOTIONAL ACTIVITIES	-		-
001-519-490-000	COMPUTER REPAIR	5,500		5,500
001-519-491-000	COMPUTER SERVICES	7,292		7,292
001-519-492-000	OTHER OPERATING EXPENSES	-		-
001-519-494-000	INSPECTOR GENERAL OFFICE FEE	5,300		5,300
001-519-610-000	LAND ACQUISITION	-		-
001-519-620-000	BUILDINGS	21,410		21,410
001-519-820-000	LOXAHATCHEE GROVES CERT	2,000		2,000
001-519-900-000	TRANSFER TO TRANSPORTATION FUND	-		-
001-519-910-000	TRANSFER TO SANITATION FUND	115,583		115,583
001-519-920-000	TRANSFER TO CAPITAL PROJECTS FUND	150,000	146,664	296,664
001-519-990-000	CONTINGENCY	-		-
001-519-998-000	TRANSFER TO GENERAL FUND-FUND BALANCE	-		-
	OTHER GENERAL GOVERNMENT SERVICES TOTAL	408,845	146,664	555,509
LAW ENFORCEMENT				
001-521-341-000	PROFESSIONAL SERVICES-PBSO	10,000		10,000
001-521-342-000	CONTRACTUAL-ADDL PBSO	288,746		288,746
	LAW ENFORCEMENT TOTAL	298,746	-	298,746
PUBLIC WORKS				
001-539-340-000	PROFESSIONAL SERVICES	5,000		5,000
001-539-310-000	OTHER SERVICES	-		-
	PUBLIC WORKS TOTAL	5,000	-	5,000
	GRAND TOTAL EXPENDITURES	1,407,386	178,671	1,586,057

**Transportation Fund
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
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ESTIMATED REVENUES

101-312-410-000	FIRST LOCAL OPTION FUEL TAX (6 CENT)	249,245	-	249,245
101-312-420-000	SECOND LOCAL OPTION FUEL (5 CENT)	117,326	-	117,326
101-363-990-000	CONTRIBUTION FROM GENERAL FUND	-		-
101-399-000-000	TRANSFER FROM FUND BALANCE (6 CT)	1,000,000	140,000	1,140,000
Total Revenue		1,366,571	140,000	1,506,571

APPROPRIATIONS

101-541-467-000	TRAFFIC CONTROL SIGNS - 6 c	10,000	5,000	15,000
101-541-468-000	TOWN ROADS MAINT. - 6 c	70,507	252,326	322,833
101-541-469-000	ROAD MAINTENANCE DISTRICT - 6 c	93,738	-	93,738
101-541-631-000	ROAD AND STREETS - NEW CONSTRUCTION - 5 c		-	-
101-541-632-000	SPECIAL PROJECTS	75,000	-	75,000
101-541-633-000	22nd ROAD DITCH		-	-
101-541-634-000	148th TERR BRIDGE(5)/CULVERT	-	-	-
101-541-920-000	TRANSFER TO CAPITAL PROJECTS	1,000,000	-	1,000,000
101-541-990-000	TRANSFER TO FUND BALANCE (5 CT)	117,326	(117,326)	-
101-541-996-000	TRANSFER TO FUND BALANCE (6 CT)	-	-	-
Total Expenditure		1,366,571	140,000	1,506,571

CAPITAL IMPROVEMENT FUND
Fiscal Year 2015-16

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
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ESTIMATED REVENUES

305-363-990-000	CONTRIBUTION FROM GENERAL FUND	150,000	146,664	296,664
305-363-991-000	CONTRIBUTION FROM TRANSPORTATION FUND	1,000,000	-	1,000,000
305-366-305-000	CONTRIBUTIONS AND DONATIONS	1,211,741	-	1,211,741
305-399-000-000	TRANSFER FROM FUND BALANCE	168,893	984,188	1,153,081
Total Revenue		2,530,634	1,130,852	3,661,486

APPROPRIATIONS

305-541-610-000	SURVEYING TOWN ROADS	100,000	-	100,000
305-541-620-000	"B" Road OGEM Improvements	1,211,741	-	1,211,741
305-541-630-000	Town Roads		1,000,000	1,000,000
305-541-640-000	Drainage	1,150,000	-	1,150,000
305-541-650-000	Trails	40,000	-	40,000
305-541-652-000	Trails - Town	-	130,852	130,852
305-541-654-000	Purchase Roads from LGWCD	28,893	-	28,893
305-581-001-000	Inter-fund Transfer Out Gen. Fund	-	-	-
Total Expenditure		2,530,634	1,130,852	3,661,486

**Solid Waste Fund
Fiscal Year 2015-16**

Account Number		FY15-16 ADOPTED BUDGET	FY15-16 CHANGE	FY15-16 AMENDED BUDGET
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ESTIMATED REVENUES

405-325-205-000	SOLID WASTE ASSESSMENTS (1,260 units)	337,253		337,253
405-325-206-000	DISCOUNT FEES	(10,118)		(10,118)
405-343-120-000	SWA RECYCLING INCOME	5,500		5,500
405-361-100-000	INTEREST	-		-
405-363-990-000	CONTRIBUTION FROM GENERAL FUND	115,583		115,583
405-399-000-000	TRANSFER FROM FUND BALANCE	-		-
Total Revenue		448,218		448,218

APPROPRIATIONS

405-534-345-000	CONTRACTUAL-WASTE OVERSIGHT	-		-
405-534-346-000	PBC ADMINISTRATION FEE 1%	3,373		3,373
405-534-420-000	POSTAGE & FREIGHT	1,078		1,078
405-534-434-000	SOLID WASTE CONTRACTOR	428,645		428,645
405-534-436-000	OTHER SANITATION SERVICES	14,622	(500)	14,122
405-534-490-000	LEGAL ADVERTISING	500	500	1,000
405-534-595-000	TOLG MANAGEMENT FEES	-		-
Total Expenditure		448,218	-	448,218

Town of Loxahatchee Groves, Florida
Town Council Agenda
AGENDA ITEM REPORT
ITEM NO. 3g MEETING

DATE: ~~04/05/2016~~ 04/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Resolution Establishing Fees For Planning and Zoning, Building, And Miscellaneous Revisions

1. BACKGROUND/HISTORY

Problem Statement: The Town Council must updates its various user fees charged for services in the Town.

Problem Solution: Adopt a resolution providing for the fee structure to be charged for various services.

Legislative Update: At the April 5, 2016, Town Council meeting this item was table to the April 19, 2016 meeting in order to include language that provides for annual automatic updates of the fee schedules for various items. Staff incorporated language to provide for consumer price index increases to various fees charged for matters in the Town.

Recommended Action: Motion to approve resolution 2016-14.

At the Town Council meeting of January 15, 2013, the Council adopted Resolution 2013-01 providing for some fees the Town charges for services. Only two services were identified, 1. Zoning review for building permits and 2. zoning confirmation fees.

2.CURRENT ACTIVITY

This office has been reviewing the existing fees the Town is authorized to charge and find it is necessary to provide for additional charges for various services the Town provides. We have developed a schedule for Council consideration and prepared a resolution to adopt various fees.

3.ATTACHMENTS

Resolution Amending Resolution 2013-01

4.FINANCIAL IMPACT

Not applicable.

5.RECOMMENDED ACTION

Motion to adopt Resolution 2016-14

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 fees and permits included herein shall be adjusted annually in accordance with the seasonal adjustments by the National Consumer Price Index, established in April of each year, if applicable.

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

Section 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6: 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

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	Initial Deposit	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			Cost Recovery will be assessed per case. Used for Vacant & Commercial Properties.
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. Used for Residence and Accessory Buildings
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	N/A				
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

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 3h
MEETING DATE: 4/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Second Amendment to the B Road Agreement for the construction of B Road Improvements.

1.BACKGROUND/HISTORY

Problem Statement: The Town needs a modified agreement for funding improvements on B Road from the developers for asphalt roadway instead of OGEM.

Problem Solution: Enter into an agreement with the developers to fund B Road improvement with asphalt.

As you may recall, The Town received six (6) Bids on February 17, 2016 from DP Development, Hardrives Paving, Inc., OHL Community Asphalt, North Florida Emulsions, Inc., JW Cheatham, LLC, and Bergeron Land Development. At the Council meeting held on April 5, 2016, the Town Council awarded the bid to Hardrives Paving, Inc. for 8" of lime rock base and 1.5" of asphalt in the amount of \$1,033,008.80.

The four-party agreement provided for the Town to install OGEM on B Road. A better price and product was received and awarded for asphalt installation rather than OGEM. As a result, the four-party agreement needed to be amended to incorporate the use of asphalt instead of OGEM as the riding surface on the road.

2.CURRENT ACTIVITY

Town staff and Town Attorney have met and communicated with the principles of the agreement and they have agreed and prepared a second amendment to the agreement that allows the Town to use asphalt instead of OGEM as its paving surface on B Road.

3.ATTACHMENTS

Amendment to the Agreement

4.FINANCIAL IMPACT

Not applicable.

5.RECOMMENDED ACTION

Motion to adopt Resolution 2016-26.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-26

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

WHEREAS, on February 17, 2015, the Town Council adopted Resolution 2015-08, to approve the B Road Improvement Agreement between Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., Palm Beach State College, and the Town; and

WHEREAS, On July 7, 2015, the Town Council adopted Resolution 2015-20 to approve the first amendment to the B Road Improvement Agreement Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., Palm Beach State College, and the Town solely as to the release of escrow funds relating to the Paved Section of B Road; and

WHEREAS, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., Palm Beach State College and the Town seek to further amend the B Road Improvement Agreement solely to reflect the change in materials for the B Road from OGEM to ASPHALT; and

WHEREAS, the Town Council finds it is in the best interest of all parties to approve the Second Amendment to B Road Improvement Agreement, which is attached hereto as Exhibit “A”, and by reference incorporated herein.

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

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

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

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

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

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

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>
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, 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 David Browning

Virginia Walton, Town Clerk

Vice-Mayor Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ron Jarriel

Office of the Town Attorney

Council Member Ryan Liang

Council Member Todd McLendon

FIRST AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT

SECOND AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT

THIS SECOND AMENDMENT TO B ROAD IMPROVEMENT AGREEMENT (this "Second Amendment") is made as of this _____ of _____, 2016, by and between LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, a Florida limited liability company ("LEP"), SOLAR SPORTSYSTEMS, INC, a New York corporation ("SSI") (collectively, LEP and SSI are referred to herein as "Solar Sports"), ATLANTIC LAND INVESTMENTS, LLC, a Florida limited liability company ("ALI"), THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE, a body corporate created under Florida law ("PBSC"), and THE TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida ("Town"). Collectively, Solar Sports, ALI, PBSC, and the Town are referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain B Road Improvement Agreement with an effective date of March 24, 2015, as amended by that certain First Amendment to B Road Improvement Agreement with an effective date of July 17, 2015 (collectively, the "Agreement") (all initially capitalized terms used in this Second Amendment shall have the meanings set forth in the Agreement);

WHEREAS, the Agreement provides that the B Road OGEM Section is to be completed as an OGEM roadway surface;

WHEREAS, the Parties have determined that the cost to use asphalt on the B Road OGEM Section will be lower than the cost of OGEM, and that asphalt will provide a better roadway surface; and

WHEREAS, the Parties wish to amend the Agreement to reflect the change in materials for the B Road OGEM Section.

NOW THEREFORE, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby amend the Agreement as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Amendment**. Section 1.1(B) of the Agreement is hereby amended as follows (additions shown as **bold double underline**, deletions shown as **~~bold strikethrough~~**):

"B. The term "B Road OGEM Section" means B Road from the northern terminus of the B Road Paved Section to Okeechobee Boulevard. The term "B Road OGEM Section Project" means the surveying, design, permitting, construction, and inspection of the B Road OGEM Section as a two (2) lane **OGEM asphalt** roadway surface (within the currently existing travel lanes of B Road), including any required collecting canal bridge/culvert improvements, along with associated signage (inclusive of signage identifying "local traffic only" and signage along Okeechobee Boulevard identifying an "alternate access" for the College Property), speed humps, equestrian trail from the entrance of the College Property to the collecting canal along with related equestrian trail traffic control devices, and other associated improvements."

3. **Miscellaneous**. In the event of any conflict between this Second Amendment and the Agreement, this Second Amendment shall control. Except as otherwise provided in this Second Amendment, the Agreement shall remain unchanged and in full force and effect and is reaffirmed for all purposes. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute a single agreement. Delivery of executed signature pages hereof by facsimile or email transmission shall constitute effective and binding execution and delivery thereof.

[Signature page follows]

IN WITNESS WHEREOF, this Second Amendment has been executed by the Parties as of the date first above written.

PBSC:

THE DISTRICT BOARD OF TRUSTEES
OF PALM BEACH STATE COLLEGE,
a body corporate under Florida law

By: _____

Print Name: _____

Title: _____

LEP:

LOXAHATCHEE EQUESTRIAN PARTNERS,
LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

ALI:

ATLANTIC LAND INVESTMENTS, LLC,
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

SSI:

SOLAR SPORTSYSTEMS, INC,
a New York corporation

By: _____

Print Name: _____

Title: _____

TOWN:

THE TOWN OF LOXAHATCHEE GROVES, a
municipal corporation organized and existing under
the laws of the State of Florida

By: _____

Print Name: David Browning

Title: Mayor

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING _____, _____, _____, _____, AND _____, AS REGULAR MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR, AND APPOINTING _____ AND _____ AS ALTERNATE MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, regular and alternate members of the Town Council are appointed pursuant to Ordinance 2011-011, which was amended by Ordinance 2012-02, to allow alternate members of the Planning and Zoning Board to participate in any matter coming before the Board at a meeting at which the alternate member attends, and by Ordinance 2015-02, to amend the terms of regular members of the Planning and Zoning Board to be one (1) year terms; and,

WHEREAS, the Town Council finds it in the best interest to appoint regular and alternate members of the Planning and Zoning Board for terms of one (1) year, and to make such appointments for the upcoming year.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as regular members of the Town's Planning and Zoning Board for a term of one (1) year:

Mayor David Browning appoints _____.

Vice-Mayor Tom Goltzené appoints _____.

Council Member Ron Jarriel appoints _____.

Council Member Ryan Liang appoints _____.

Councilmember Todd McLendon appoints _____.

Section 3. The Town Council hereby appoints the following persons to serve as alternate members of the Town’s Planning and Zoning Board for a term of one (1) year:

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

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

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>
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, 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 David Browning

Virginia Walton, Town Clerk

Vice-Mayor Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ron Jarriel

Council Member Ryan Liang

Office of the Town Attorney

Council Member Todd McLendon

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NOS. 6b and 6c

MEETING DATE: 4/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Functions of the Finance Advisory and Audit Committee (FAAC) and Equestrian Trails and Greenway Advisory Committee (ETGAC)

1.BACKGROUND/HISTORY

Problem Statement: Town Council requested recommendations to modify function of committees.

Problem Solution: Provide a modified resolution identify functional changes for the committees.

At the Town Council meeting of April 5, 2016, the Town Council requested staff review the enabling legislation of the FAAC, ETGAC and provide recommendations to potential changes in the focus and function of the committee. At a recent meeting, the Town Council seemed to have consensus that road should remain under the direction of Town management and engineering.

2.CURRENT ACTIVITY

Staff prepared a revised enabling resolutions that provides for greater guidance from the Town Council and Town Manager. As you are aware, I have been very active on various committees during my career and have found that committees generally meet quarterly or as-needed basis. As a result, I am recommending these meet quarterly or as-needed, and if and when necessary meet more often to address specific concerns of the Town Council. With regard to roads, the attached resolution removes roads and their development from the committee and places them with the Town Council, Town Manager, and Town Engineer.

3.ATTACHMENTS

Resolution 2016-24
Resolution 2016-27

4.FINANCIAL IMPACT

Not available or applicable.

5.RECOMMENDED ACTION

First, a motion to adopt Resolution 2016-24.

Second, motion to adopt Resolution 2016-27.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-24

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AMENDING THE DUTIES, TERM OF MEMBERS, MEETINGS AND TOWN STAFF SUPPORT FOR THE FINANCE ADVISORY AND AUDIT COMMITTEE CONSISTENT WITH SECTION 218.319, FLORIDA STATUTES; PROVIDING FOR THE METHOD OF APPOINTMENT OF THE FINANCE ADVISORY AND AUDIT COMMITTEE MEMBERS; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 19, 2009, the Town Council of the Town of Loxahatchee Groves adopted Town Resolution No. 2009-008, and established the Town of Loxahatchee Groves Finance Advisory Committee; and

WHEREAS, on July 21, 2009, the Town Council adopted Resolution No. 2009-014, amending the functions of the Finance Advisory Committee to include the functions of an Audit Committee as provided in Section 218.391, Florida Statutes; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to further clarify the scope of functions of the Finance Advisory and Audit Committee as to issues requested by the Town Council or Town Manager;

WHEREAS, the Town Council determines that the clarified function of the Finance Advisory and Audit Committee is in the best interests of the residents of the Town.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby establishes the Town’s Finance Advisory and Audit Committee as follows:

I. Creation of Finance Advisory and Audit Committee. There is created a Finance Advisory and Audit Committee to act as an advisory board to the Town Council, as follows:

(A) **Qualifications.** Each member of the Finance Advisory and Audit Committee shall be a resident of the Town. Whenever possible, emphasis should be upon persons who have experience in the financial services industry.

(B) Duties. The duties of the Finance Advisory and Audit Committee are as follows:

(1) To conduct review and analyses of projects assigned by the Town Council, or Town Manager, and make recommendations to the Town Council;

(2) To act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council.

(C) The Committee shall be comprised of five (5) voting members, to be appointed by individual Town Council Members.

(D) The Town Council may appoint one member of the Town Council to serve as a non-voting liaison to the Finance Advisory and Audit Committee.

(E) The voting members shall serve a term on one (1) year; and upon adoption of this resolution, the terms of the current members shall cease and the Town Council shall appoint new members for the one (1) year terms.

(F) An attendance requirement shall be imposed on all members of the Finance Advisory and Audit Committee. A member of the Finance Advisory and Audit Committee shall be removed by the Town Council if he/she has missed three (3) meetings of the Committee.

(G) Committee members, and/or companies or employers, in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.

(H) If a regular member of the Finance Advisory and Audit Committee resigns or is removed from his or her position, the appointing Council Member shall appoint the replacement.

II. Advisory Only.

The actions, decisions, and recommendations of the Finance Advisory and Audit Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

(A) The Finance Advisory and Audit Committee may hold an organizational meeting at the first scheduled meeting following the appointment of the members

of the Finance Advisory and Audit Committee. The purpose of the Finance Advisory and Audit Committee organizational meeting is for the members to elect a Chair and Vice Chair from its voting membership for terms of one (1) year; provided that the Chair and Vice Chair of the previously named Finance Committee may continue to serve in those capacities.

(B) The Finance Advisory and Audit Committee shall meet on a quarterly or as-needed basis, as determined by the Town Council or Town Manager.

(C) All meetings, records and files of the Finance Advisory and Audit Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the “Sunshine Law”). In addition, members of the Finance Advisory and Audit Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Finance Advisory and Audit Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) voting members in attendance shall constitute a quorum of the Finance Advisory and Audit Committee.

(F) The Town Manager or his/her designee shall act as secretary to the Finance Advisory and Audit Committee, and be responsible for attending all meetings, on an as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Finance Advisory and Audit Committee, on an as-needed basis.

(H) Members of the Finance Advisory and Audit Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption.

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>
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, 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, 2015.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor David Browning

Virginia Walton, Town Clerk

Vice-Mayor Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ron Jarriel

Council Member Ryan Liang

Office of the Town Attorney

Council Member Todd McLendon

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2016-27**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RE-NAMING THE COMMITTEE TO “EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE: AMENDING THE DUTIES, TERM OF MEMBERS, MEETINGS AND TOWN STAFF SUPPORT FOR THE EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR THE METHOD OF APPOINTMENT OF COMMITTEE MEMBERS; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 17, 2011, the Town Council of the Town of Loxahatchee Groves adopted Resolution No. 2011-005, to establish the “Roadway, Equestrian Trails and Greenway Advisory Committee” to advise the Town Council on issues related to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues which would enhance, improve and develop these areas; and

WHEREAS, on April 21, 2015, the Town Council adopted Resolution No. 2015-014, amending Section 2(I)(E) of Resolution No. 2011-005, in order to establish the terms of all members of the Roadway, Equestrian Trails and Greenway Advisory Committee to one (1) year terms; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida, to re-name the Committee to “Equestrian Trails and Greenway Advisory Committee, and further clarify the scope of functions of the Committee as to issues requested by the Town Council or Town Manager; and

WHEREAS, the Town Council determines that the clarified name and functions of the Committee is in the best interest of the residents of the Town.

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

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby establishes the Town’s “Equestrian Trails and Greenway Advisory Committee” as follows:

I. Creation of the “Equestrian Trails and Greenway Advisory Committee.” There is created and re-named the Equestrian Trails and Greenway Advisory Committee to act as an advisory board to the Town Council, as follows:

(A) **Qualifications.** Each member of the Equestrian Trails and Greenway Advisory Committee shall be a resident of the Town.

(B) **Duties.** The Equestrian Trails and Greenway Advisory Committee’s duties include, but are not limited to:

1. to conduct, view and analyze projects relating to multi-purpose and equestrian trails and greenways and parks, as may be assigned to it by the Town Council, or Town Manager, and make recommendations to the Town Council.

2. Reviewing possible grant opportunities, as may be assigned to it by the Town Council, or Town Manager, making recommendations thereon to the Town Council.

(C) The Committee shall be comprised of five (5) voting members, to be appointed by individual Town Council Members.

(D) The Town Council may appoint one member of the Town Council to serve as a non-voting liaison to the Equestrian Trails and Greenway Advisory Committee.

(E) The voting members shall serve a term of one (1) year; and upon adoption of this resolution, the terms of the current members shall cease and the Town Council shall appoint new members for the one (1) year terms..

(F) An attendance requirement shall be imposed on all members of the Equestrian Trails and Greenway Advisory Committee. A member of the Equestrian Trails and Greenway Advisory Committee shall be removed by the Town Council if he/she has missed three (3) meetings of the Committee.

(G) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.

(H) If a regular member of the Equestrian Trails and Greenway Advisory Committee resigns or is removed from his or her position, the appointing Council Member shall appoint the replacement.

II. Advisory Only.

The actions, decisions, and recommendations of the Equestrian Trails and Greenway Advisory Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

(A) The Equestrian Trails and Greenway Advisory Committee may hold an organizational meeting at the first scheduled meeting following the appointment of the members of the Equestrian Trails and Greenway Advisory Committee. The purpose of the Equestrian Trails and Greenway Advisory Committee organizational meeting is for the members to elect a Chair and Vice Chair from its voting membership for terms of one (1) year.

(B) The Equestrian Trails and Greenway Advisory Committee shall meet on a quarterly or as-needed basis, as determined by the Town Council or Town Manager.

(C) All meetings, records and files of the Equestrian Trails and Greenway Advisory Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Equestrian Trails and Greenway Advisory Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the "Public Records Law") and Chapter 286, Florida Statutes (the "Sunshine Law").

(D) Notice for any meeting of the Equestrian Trails and Greenway Advisory Committee shall be posted in accordance with Chapter 286, Florida Statutes (the "Sunshine Law") and on the Town's website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) voting members in attendance shall constitute a quorum of the Equestrian Trails and Greenway Advisory Committee.

(F) The Town Manager or his\her designee shall act as secretary to the Equestrian Trails and Greenway Advisory Committee, and be responsible for attending all meetings and providing the items necessary for conducting meetings, as requested by the Chair, and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Equestrian Trails and Greenway Advisory Committee, on an as-needed basis.

(G) Members of the Equestrian Trails and Greenway Advisory Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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>
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, 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, 2011.

ATTEST:

Virginia Walton, Town Clerk

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Tom Goltzené

Michael D. Cirullo, Jr. Town Attorney

Council Member Ron Jarriel

Council Member Ryan Liang

Council Member Todd McLendon

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM Nos. 6d and 6e
MEETING DATE: 4/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Member Appointment to Finance Advisory and Audit Committee (FAAC) and Equestrian Trails and Greenway Advisory Committee (ETGAC)

1.BACKGROUND/HISTORY

Problem Statement: Committee members are needed for expired terms of existing committees.

Problem Solution: Town Council appoints new members to the committees.

At the Town Council meeting of April 5, 2016, the Town Council was advised that committee members terms has expired and consideration needs to be given to appointment for the April 19, 2016, Town Council meeting.

2.CURRENT ACTIVITY

Staff prepared resolutions that provides for committee members appointments. Town Council should make their nominations for the committees for insertion into the resolutions appointing the new members.

3.ATTACHMENTS

Resolution 2016-20
Resolution 2016-22

4.FINANCIAL IMPACT

Not available or applicable.

5.RECOMMENDED ACTION

First, a motion to adopt Resolution 2016-20.

Second, motion to adopt Resolution 2016-22.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING

_____, _____,
_____, _____,

AND _____, AS VOTING MEMBERS OF THE EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE (RETGAC), TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2011-005, adopted by the Town Council on May 17, 2011, established the Town’s Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC), and provided for terms of voting members to run concurrently with the term of the appointing Council Member; and

WHEREAS, Resolution No. 2015-014, adopted by the Town Council on April 21, 2015, amended Section 2(I)(E) of Resolution No. 2011-005 and established the terms of all members of the Roadway, Equestrian Trails and Greenway Advisory Committee to one (1) year; and

WHEREAS, Resolution No. 2016-27, adopted on April 19, 2016, amended the name, duties, term of members, meetings and Town Staff support for the Equestrian Trails and Greenway Advisory Committee; and

WHEREAS, the Town Council finds it in the best interests of the Town to appoint voting members to the ETGAC for the upcoming year.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Equestrian Trails and Greenway Advisory Committee (ETGAC) for a term of one (1) year:

Mayor David Browning appoints _____.

Vice Mayor Tom Goltzené appoints _____.

Council Member Ron Jarriel appoints _____.

Council Member Ryan Liang appoints _____.

Council Member Todd McLendon appoints _____.

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

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

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

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>
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, 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, 201.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor David Browning

Virginia Walton, Town Clerk

Vice-Mayor Tom Goltzené

APPROVED AS TO LEGAL
FORM:

Council Member Ron Jarriel

Council Member Ryan Liang

Office of the Town Attorney

Council Member Todd McLendon

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING _____, _____, _____, _____, AND _____, AS VOTING MEMBERS OF THE FINANCE ADVISORY AND AUDIT COMMITTEE, TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Resolution 2009-008, adopted on May 19, 2009, established the Town of Loxahatchee Groves Finance Advisory Board; and

WHEREAS, Resolution 2009-014, adopted on July 21, 2009, renamed the Town's Finance Advisory Committee to the Finance and Audit Committee (FAAC), and provided for terms of voting members to run concurrently with the term of the appointing Council Member; and,

WHEREAS, Resolution 2016-24, adopted on April 19, 2016, amended the duties, term of members, meetings and Town Staff support for the Finance Advisory and Audit Committee; and

WHEREAS, the Town Council finds it in the best interests of the Town to appoint voting members of the FAAC for terms of one (1) year, and to make such appointments for the upcoming year.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Finance Advisory and Audit Committee (FAAC) for a term of one (1) year:

Mayor David Browning appoints _____.

Vice-Mayor Tom Goltzené appoints _____.

Council Member Ron Jarriel appoints _____.

Council Member Ryan Liang appoints _____.

Councilmember Todd McLendon appoints _____.

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

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

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

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>
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, 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, 2015.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Virginia Walton, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor David Browning

Vice-Mayor Tom Goltzené

Council Member Ron Jarriel

Council Member Ryan Liang

Council Member Todd McLendon

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 6f
MEETING DATE: 4/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Creation and Functions of ULDC Committee

1.BACKGROUND/HISTORY

Problem Statement: Several inconsistencies and conflicts in the current ULDC have been brought to the attention of the Town Council and Town Staff, making enforcement of these codes problematic.

Problem Solution: Provide a new committee to look at specific sections of the ULDC in order to make recommendations on clarification, revisions and changes to those sections of the ULDC.

At the Town Council meeting of April 5, 2016, the Town Council requested staff bring forward a resolution that would initiate this committee and this process.

2.CURRENT ACTIVITY

Staff prepared a revised enabling resolution that provides for greater guidance from the Town Council and Town Manager. Due to time constraints and the complexity of these codes, Staff is recommending that specific priorities be established and the committee address specific concerns of the Town Council and those conflicting code issues that have arisen while attempting to control the Town's development.

3.ATTACHMENTS

Resolution 2016-28

4.FINANCIAL IMPACT

Not available or applicable.

5.RECOMMENDED ACTION

A motion to adopt Resolution 2016-28.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2016-28**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE CREATION OF THE “UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE”; PROVIDING FOR AMENDING THE DUTIES, TERM OF MEMBERS, MEETINGS AND TOWN STAFF SUPPORT FOR THE UNIFIED LAND DEVELOPMENT CODE COMMITTEE; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR SUNSETTING OF THE COMMITTEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On November 20, 2012, the Town Council adopted Resolution No. 2012-19, creating the “Unified Land Development Code Review Committee” to review the Town’s Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, in accordance with that resolution, the ULDC Committee ended with the sunset date set forth in the resolution of December 31, 2013; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida, to now initiate another “Unified Land Development Code Review Committee” to further review the Town’s Unified Land Development Code (ULDC), based on a number of conflicts and problem areas which have come to the attention of the Town Council, and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, the primary responsibilities of the Town’s Unified Land Development Code Review Committee will be to review these conflicts and problem issues for proposed changes to the ULDC, provide recommendations to the Town’s Planning and Zoning Board, which sits as the Town’s Local Planning Agency, and then the Town Council; and

WHEREAS, the Town Council desires to encourage full participation by all residents of Loxahatchee Groves who are interested in being appointed to the Town's Unified Land Development Code Review Committee; and

WHEREAS, the Town Council desires to enact procedures by which the individual Council Member’s appoint members to the Unified Land Development Code Review Committee; and

WHEREAS, the Town Council determines that the initiation of the Unified Land Development Code Review Committee is in the best interests of the residents of the Town.

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

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby re-establishes the Town’s “Unified Land Development Code Review Committee” as follows:

I. Establishment of the “Unified Land Development Code Review Committee.” There is established the Unified Land Development Code Review Committee to act as an advisory board to the Town Council, as follows:

- (A) Membership. The Committee shall be comprised of five (5) voting members, to be appointed by individual Town Council Members through adoption of a resolution. The members shall serve until the Sunset date set forth herein in Section 3 of this resolution.
- (B) Qualifications. Each member of the Unified Land Development Code Review Committee shall be a resident of the Town.
- (C) Duty. The Unified Land Development Code Review Committee’s duty is to review and provide recommendations on sections of the Town’s currently adopted Unified Land Development Code, as directed by the Town Council, or the Town Manager.
- (D) An attendance requirement shall be imposed on all members of the Unified Land Development Code Review Committee. A member of the Unified Land Development Code Review Committee shall be removed by the Town Council if he/she has missed three (3) meetings of the Committee.
- (E) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
- (F) If a regular member of the Unified Land Development Code Review Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Unified Land Development Code Review Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

(A) The Unified Land Development Code Review Committee shall hold an organizational meeting within thirty (30) days following the appointment by the Town Council of the members of the Unified Land Development Code Review Committee. The Unified Land Development Code Review Committee shall elect a Chair and Vice Chair at such organizational meeting.

(B) The Unified Land Development Code Review Committee shall meet on an as-needed basis, as determined by the Town Manager.

(C) All meetings, records and files of the Unified Land Development Code Review Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the “Sunshine Law”). In addition, members of the Unified Land Development Code Review Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Unified Land Development Code Review Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) members in attendance shall constitute a quorum of the Unified Land Development Code Review Committee.

(F) The Town Manager or his\her designee shall act as secretary to the Unified Land Development Code Review Committee, and be responsible for attending all meetings, on as as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Unified Land Development Code Review Committee, on an as-needed basis.

(H) Members of the Unified Land Development Code Review Committee shall serve without compensation for the performance of their duties.

Section 3. Sunset of the Unified Land Development Review Committee. Unless extended by the adoption of a Resolution by the Town Council, the Unified Land Development Code Review Committee shall complete its work and cease to exist as of December 31, 2016.

Section 4. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 6. Effective Date. This Resolution shall take effective immediately upon its adoption.

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>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, 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.

ATTEST:

TOWN CLERK

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Mayor David Browning

Vice Mayor Tom Goltzené

Council Member Ron Jarriel

Council Member Ryan Liang

Council Member Todd McLendon

Town of Loxahatchee Groves, FLORIDA TOWN COUNCIL AGENDA ITEM REPORT

AGENDA ITEM NO.6g

PREPARED BY: Jim Fleischmann

SUBJECT: Groves Medical Plaza Site Plan Amendment Application SP(A) 2016-02

1.BACKGROUND/HISTORY

Problem Statement: The Town Council should review and consider approval of the proposed Site Plan Amendment SP(A) 2016-02 (i.e. Resolution 2016-21).

Problem Solution: Approval, approval with conditions or denial of Resolution 2016-21 relating to Groves Medical Plaza Site Plan Amendment SP(A) 2016-21.

Groves Medical Plaza was granted zoning and Class A Conditional Use approvals by Palm Beach County on January 26, 2006 (Resolution R-2006-0157). The Class A Conditional Use approval limits occupancy to 22,342 sq. ft. of medical and/or dental office uses. The Applicant has requested revisions to Palm Beach County Resolution 2006-0157 and the approved Groves Medical Plaza Site Plan dated April 26, 2006 to allow non-medical professional office tenants, as well as medical office tenants, within the approved space. The proposed amendments will allow the greatest flexibility in leasing the built space. No increase in the approved amount of space (22,342 sq. ft.) is proposed.

2.CURRENT ACTIVITY

The PZB at its meeting on March 17, 2016 recommended approval of Application SP(A) 2016-02 subject to providing a more specific definition of the non-medical professional office tenants to be allowed in the building. A specific list of potential tenants has been incorporated within the Staff recommendation and Conditions of Approval proposed Resolution 2016-21.

3.ATTACHMENTS

1. Staff Summary: Groves Medical Plaza Site Plan Amendment Application SP(A) 2016-02
2. Resolution 2016-21

4.FINANCIAL IMPACT

SP(A) Application 2016-02 is funded by the Applicant through the Town's Cost Recovery System.

5.RECOMMENDED ACTION

Approval of Resolution 2016-21 subject to the Conditions of Approval presented in Exhibit C of the Resolution.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE GROVES MEDICAL PLAZA SITE PLAN AMENDMENT, FOR LAND OWNED BY GROVES MEDICAL PLAZA, LLC, CONSISTING OF 3.43 ACRES MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “F” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the site was granted a Class A Conditional Use approval by the Palm Beach County Board of County Commissioners on January 26, 2006 (Resolution R-2006-0157) to allow a medical or dental office in the Limited Office Commercial Zoning District; and

WHEREAS, the Class A Conditional Use approval limits occupancy to 22,342 sq. ft. of medical and/or dental office uses (Ref: Attachment A: Resolution 2006-0157 and Grove Medical Plaza Site Plan dated April 26, 2006); and

WHEREAS, Section 10 (Transition Schedule), Paragraph 5 (Transitional Ordinances and Resolutions) of the Town Charter directs that Palm Beach County approval resolutions for the subject property remain in effect until such time that they are altered, changed, rescinded or added to by the Town Council; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans and amendments to site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans and site plan amendments; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of March 17, 2016 recommended approval of the Groves Medical Plaza Site Plan Amendment Application SP(A) 2016-02; and

WHEREAS, the Loxahatchee Groves Commons Site Plan Amendment Application SP(A) 2016-02, was presented to the Town Council at a quasi-judicial public hearing conducted on April 19, 2016; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

WHEREAS, this approval is subject to Section 05-050 (Conformance with approved site plan required) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development comply with Town approvals, rules and regulations.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

Section 1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town Council has considered the findings in the Staff Summary Report dated April 1, 2016 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. Site Plan SP(A) 2016-02 is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
3. Site Plan SP(A) 2016-02 as presented in Exhibit B hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations. This Site Plan, along with conditions of approval, as adopted and presented in Exhibit C hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town’s character.
3. Site Plan SP(A) 2016-02, as presented in Exhibit B hereto, and conditions of approval, as adopted and presented in Exhibit C hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with conditions as adopted and presented in Exhibit C hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. Site Plan SP(A) 2016-02, as presented in Exhibit B hereto, and conditions of approval, as adopted and presented in Exhibit C hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment.

6. Site Plan SP(A) 2016-02, as presented in Exhibit B hereto, and conditions of approval, as adopted and presented in Exhibit C hereto, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Groves Medical Plaza Site Plan Amendment SP(A) 2016-02 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof. A copy of the Amended Site Plan, subject to the approved conditions presented in Exhibit C hereto, is attached hereto as Exhibit B and made a part hereof.

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

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

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>
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDEN, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this ____ day of APRIL, 2016.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Tom Goltzene

Town Attorney

Council Member Ron Jarriel

Council Member Ryan Liang

Council Member Todd McLendon

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Resolution 2016-21:

Parcel Control Number: 41-41-43-33-05-001-0000 (13475 Southern Boulevard)

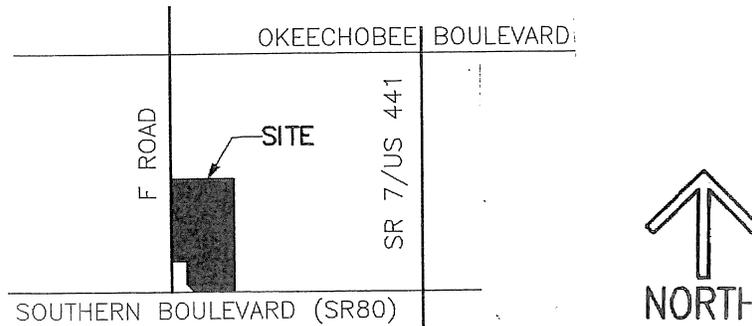
TRACT "A", GROVES MEDICAL PLAZA ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LAND SITUATE IN THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 149,427 SQUARE FEET OR 3.43 ACRES, MORE OR LESS.

LOCATION MAP



Not to Scale

EXHIBIT C

GROVES MEDICAL PLAZA: SP(A) 2016-02 AMENDED FINAL SITE PLAN CONDITIONS OF APPROVAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.
2. Conditions of approval assigned in Exhibit C (Conditions of Approval) of Palm Beach County Resolution 2006-0157 approving a Class A Conditional Use are adopted by reference and incorporated herein and shall remain in effect unless they are altered, changed, rescinded or added to by the Town Council with the following revisions (NOTE: text additions are indicated by underline and text deletions are indicated by ~~strike through~~):

PLANNING

1. The site shall be limited to business or professional and/or medical office uses only (ONGOING: MONITORING – Planning)

USE LIMITATIONS

1. Development and use of the site is limited to a business or professional, medical and/or dental office uses and shall not be modified unless approved by the ~~BCC~~ Town Council. Business or professional office means an establishment providing executive, management and professional services to the public, including but not limited to the following: advertising services, business offices of private companies, business offices of utility companies, public or nonprofit agencies, trade associations, and employment offices (excluding day labor and labor pool services); professional or consulting offices for accounting, architecture, computer technology, design, engineering, landscape architecture, law, urban planning, and similar professions; property and financial management, real estate; secretarial and telecommunications services; and travel agencies. This definition does not include offices for the treatment of animals on the premises. (ONGOING: ZONING – Zoning)
3. The Owner shall apply for a rezoning of the property from Palm Beach County Limited Office Commercial (LOC) Zoning District to Town of Loxahatchee Groves Commercial Low Office (CLO) Zoning district within 60 days of the approval of Resolution 2016-21 by the Town Council.

TOWN OF LOXAHATCHEE GROVES
Town Council Meeting
April 19, 2016

RESOLUTION 2016-21 STAFF SUMMARY:

1. Site Plan Amendment Application SP (A) 2016-2 Groves Medical Plaza

Project Name: Groves Medical Plaza Site Plan Amendment.

Agent: Ryan Johnston/Johnston Group Group, Inc.

Applicant: Groves Medical Plaza, LLC/Michael Porter.

Owner: Groves Medical Plaza, LLC/Michael Porter.

Parcel Control Numbers (PCN): 41-41-43-33-05-001-0000.

Project Location: 13475 Southern Boulevard; Northeast corner of Southern Boulevard and "F" Road.

Size of Property: 3.43 acres.

FLU Map Designation: Commercial Low Office (Loxahatchee Groves designation)

Zoning Map Designation: Limited Office Commercial (Palm Beach County designation) with a Class A Conditional Use approval.

Existing Use: 22,342 sq. ft. medical office facility.

Maximum Development Potential: 22,342 sq. ft. medical office facility sq. ft. per Palm Beach County Resolution R-2006-0157; 0.14 F.A.R.

2. Approval History

The subject site was granted zoning and Class A Conditional Use approvals by Palm Beach County on January 26, 2006 (Resolutions R-2006-0157). The Class A Conditional Use approval limits occupancy to 22,342 sq. ft. of medical and/or dental office uses (Ref: Attachment A: Resolution 2006-0157 and Grove Medical Plaza Site Plan dated 4/26/2006).

Exhibit C of Resolution 2006-0157 contains Conditions of Approval, including the following:

- “PLANNING
 1. The site shall be limited to medical office uses only (ONGOING: MONITORING – Planning).”; and
- “USE LIMITATIONS
 1. Development and use of the site is limited to a medical or dental office and shall not be modified unless approved by the BCC (ONGOING: ZONING – Zoning).”

The previously approved site plan, including Conditions of Approval, is grandfathered under Paragraph (5) *Transitional Ordinances and Resolutions* of Section 10 *Transition Schedule* of the Town Charter. Section 10 directs that Palm Beach County approval resolutions for the subject property remain in effect until such time that they are rescinded by the Town Council.

As a result, the approved site plan titled “Grove Medical Plaza” dated April 26, 2006 and Conditions of Approval in Resolution 2006-0157 are vested until they are rescinded or amended by the Town Council.

The final certified site plan contains a single 2-story 22,342 sq. ft. medical office building at a floor-area-ratio (F.A.R.) of 0.14. The approved F.A.R. complies with the Town’s Commercial Low Office (CL-O) District which allows a maximum F.A.R. of 0.20.

3. Application Summary

The Applicant has requested revisions to Palm Beach County Resolution 2006-0157 and the approved Grove Medical Plaza Site Plan dated April 26, 2006 to allow non-medical professional office tenants within the approved space. The proposed amendments will allow the greatest flexibility in leasing the built space. The Site Plan and Conditions of Approval currently limit tenants to medical and dental businesses. No increase in the approved amount of space (22,342 sq. ft.) is proposed. The Application states the following in support of the proposed amendments:

1. “Section 95-010(B) of the Town’s Unified Land Development Code (ULDC) provides the minimum parking space requirements for Commercial uses. Offices (e.g. business, professional, medical) require one parking space per 250 square feet. The corresponding parking requirement for the 22, 342 SF Groves Medical Plaza is 90 spaces. The project as constructed provides for a total of 112 parking spaces. Accordingly, ample parking is provided for both professional and medical office uses pursuant to the Town’s requirements.”

2. “Likewise, traffic trip generation for medical office uses is higher than that of professional office uses. The proposed change to allow professional and/or medical office use would not result in an increase in traffic generation generated by the project.”

4. Submitted Support Documents

Item	Content
Submittal Letter (2/1/2016)	Request for Site Plan Amendment approval. Revised Conditions of Approval and Site Plan – Groves Medical Plaza
Resolution No. R-2006-0157	Approval of Class A Conditional Use for Grove Medical Plaza
Existing Certified Final Site Plan	Site Plan as of most recent revision date – 4/26/2006. Approval of 22,342 sq. ft. of 2-story medical office space
Proposed Revised Site Plan dated 1/14/2016	Revised Site Plan indicating approval of a two-story 22,342 sq. ft. professional/medical office building.
Proposed Amended Site Plan dated 1/24/2016	Revised Site Plan indicating a two-story 22,342 sq. ft. professional/medical office building. No increase in previously approved square footage or site design.

5. Staff Finding and Recommendation

Staff finds the Applicant’s request consistent with the Town’s Comprehensive Plan and previously approved Site Plan and recommends approval of Site Plan Amendment Application SP(A) 2016-02, as follows:

1. Approval of the following two amendments to the Conditions of Approval of Resolution 2006-0157 as follows (text additions are indicated by underline and text deletions are indicated by ~~strikethrough~~):

- **“PLANNING**

“1. The site shall be limited to business, professional and/or medical office uses only (ONGOING: MONITORING – Planning).”; and

- **“USE LIMITATIONS**

“1. Development and use of the site is limited to a business or professional, medical and/or dental office uses and shall not be modified unless approved by the BGG Town Council. Business or professional office means an establishment providing executive, management and professional services to the public, including but not limited to the following: advertising services, business offices of private companies, business offices of utility companies, public or nonprofit agencies, trade associations, and employment offices (excluding day labor and labor pool services); professional or consulting offices for accounting, architecture, computer technology, design, engineering, landscape architecture, law, urban planning, and similar professions; property and financial management, real estate; secretarial and telecommunications services; and travel agencies. This definition does not include offices for the

treatment of animals on the premises nor does it include medical or dental offices. (ONGOING: ZONING – Zoning).”

2. Addition of the following Condition of Approval:

The Owner shall apply for a rezoning of the property from Palm Beach County Limited Office Commercial (LOC) Zoning District to Town of Loxahatchee Groves Commercial Low Office (CLO) Zoning district within 60 days of the approval of Resolution 2016-21 by the Town Council.

3. Approval of Grove Medical Plaza Site Plan Amendment (SP 1 of 2) dated January 14, 2016.

6. Planning and Zoning Board (PZB) Recommendation

At its March 17, 2016 meeting, PZB voted to recommend approve Site Plan Amendment SP(A) 2016-02 by a 3 – 0 vote provided that Staff prepare a list of specific list of appropriate business or professional tenants to be included in the Conditions of Approval. The following list has been incorporated within the Conditions of Approval of Resolution 2016-21:

“Business or professional office means an establishment providing executive, management and professional services to the public, including but not limited to the following: advertising services, business offices of private companies, business offices of utility companies, public or nonprofit agencies, trade associations, and employment offices (excluding day labor and labor pool services); professional or consulting offices for accounting, architecture, computer technology, design, engineering, landscape architecture, law, urban planning, and similar professions; property and financial management, real estate; secretarial and telecommunications services; and travel agencies. This definition does not include offices for the treatment of animals on the premises.”

7. Staff Report Summary

a. Infrastructure Impacts

Infrastructure Service	Summary
Water/wastewater	NA - PBCWUD is the potable water and wastewater provider for the property.
Surface Water Management	NA - Drainage system in place
Solid Waste Disposal	NA - Applicant has a contract with private hauler for collection.
Transportation	NA - Applicant concludes that the proposed change to allow professional and/or medical office use would not result in an increase in traffic generation by the project. The Town’s Traffic Consultant (Simmons and White) has confirmed this conclusion.

b. Environmental Impacts – Not Applicable

c. Comprehensive Plan Consistency

The subject property currently is assigned a Town Commercial Low Office (CLO) Future Land Use Map designation and a Limited Office Commercial (Palm Beach County CLO) zoning designation. A rezoning to Town Commercial Low Office should be obtained in order to insure consistency with the Loxahatchee Groves ULDC.

The current Grove Medical Plaza Site Plan dated April 26, 2006 allows for a maximum floor-area-ratio (F.A.R.) of 0.14 which is less than the maximum 0.20 F.A.R. allowed by the Town's CLO zoning district. SP(A) 2016 proposes no increase in the current F.A.R. Based upon the above, proposed Site Plan Amendment SP(A) 2016-02 is consistent with its assigned Future Land Use and Zoning designations, and the following Comprehensive Plan directives:

- FLU Objective 1.2 The Town shall support development of rural style commercial center along the Southern Boulevard Corridor.
- FLU Policy 1.2.1 The Town shall limit new commercial development to areas south of East Citrus Road border to border.
- FLU Policy 1.12.3 The Town shall encourage development of a rural-style commercial center along the Southern Boulevard Corridor to provide a center of accessible shopping, recreation, and employment opportunities for Loxahatchee Groves' residents.

d. Development Review Committee (DRC) Comments

The following were notified and requested to provide any comments during the review process regarding issues or concerns with the proposed Site Plan:

Agency/Entity	Comment/Response Summary
County Agricultural Extension Office	NA
PBC Sheriff's Department	NA
PBC Health Department	NA
Lox. Groves Water Control District	NA
PBC Solid Waste Authority	NA
Keschavarz & Assoc. (Town Engineer)	NA
PBC Fire Rescue	NA
Simmons & White (Town Traffic Engineer)	Concurs that the SP(A) 2016-02 will have no impact upon existing project traffic generated.

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Roads: Emergency pot hole repairs undertaken

April 13, 2016	Temporary repairs completed
March 29, 2016	Major short term pot hole repairs began on March 31. I instructed the Town's road contractor to provide temporary safety measures for drivers on the Town's OGEM roads. Until the Town can provide a comprehensive plan to mitigate the damaged and deteriorating OGEM roads, I am concerned with the public safety issues the roads provide. Estimated cost for these temporary measures could approach \$10,000.

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

April 13, 2016	No activity on this item
March 29, 2016	No activity on this item
February 24, 2016	No activity on this item
February 10, 2016	No activity on this item
January 26, 2016	No activity on this item
January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	Will be setting a teleconference the week of 11/30/2015
November 13, 2015	Emailed bullets and report to G. Webb
October 29, 2015	Provided J. Easton copy of bullet points and report
October 27, 2015	No activity on this item
October 13, 2015	Telephone call to Mr. George Webb, County engineer, and left a message for a return call.
October 8, 2015	Simmons & White submitted an analysis of the traffic light cost (attached) based on the Minto Proposal.
September 29, 2015	The town's traffic engineer should finish the costing during this week and can be available on the agenda of 10/20/2015.
September 1, 2015	Town traffic engineer determining cost for items not included in the Minto proposal. This is needed in order to determine amount of Town funding needed.
August 25, 2015	Received email and will look to analyzing potential cost to implement light at D Road and Okeechobee. Transmitted information to Town Engineer for very preliminary estimates of cost.
August 12, 2015	No activity on this item
July 15, 2015	No activity on this item
June 30, 2015	No activity on this item

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May 11, 2015 No activity on this item
This office met with representatives from Minto. Discussion points were
April 15, 2015 covered regarding the proposed funding of the traffic control appurtenances for
D Road and Okeechobee. Staff will review the information and report progress
at the June 16 Town Council meeting.
April 1, 2015 No activity on this item
March 1, 2015 This office has received communication and we are trying to establish a date and
time during the week of March 9th.
February 10, 2015 No activity on this item
January 26, 2015 No activity on this item
January 14, 2015 No activity on this item
December 29, 2014 A discussion with Minto's attorney indicated Palm Beach County would agree for
the Town and Minto to enter into a funding agreement which may exclude the
County.

Trails: Permit to all non-motorized trails

April 13, 2016 **No activity on this item**
No activity on this item. Based on discussion at the last IGC meeting, the
March 29, 2016 perpetual permit offered by the LGWCD is not offered in segments. In other
words, the Town accepts all the berms for trails or none.
February 24, 2016 No activity
February 10, 2016 No activity on this item
February 8, 2016 Town Council removed trails agenda item and staff requested the LGWCD
provide better detail information to Exhibit A of the trail permit

Trails: 6th Court North, Red Clover Nursery

April 13, 2016 **No activity on this item**
March 29, 2016 No activity
February 24, 2016 No activity
February 10, 2016 No activity on this item
January 26, 2016 No activity on this item
January 12, 2016 No activity on this item
December 29, 2015 No activity on this item
October 12, 2015 Preparing scope of project to survey needed property for trails on 6th Court
North
October 26, 2015 Received a response from Erdman Anthony indicating "...surveying projects are
heavily weighted to the project initiation phases due to the preparation required
Received first request for reimbursement from LGWCD for \$27,006.72.
October 7, 2015 Requested clarification as to why the cost did not equate to about 7 miles of
trails.

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MANAGER'S REPORT ITEM NO.9.a.
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Roads/Culvert Replacement: Ordered a review of canal bank erosion as a result of the culvert collapse

- April 13, 2016 During a review of town roads last Friday, it is duly noted that C Road east canal bank had fill material placed on the bank.
- March 29, 2016 No activity on this item
- February 24, 2016 No activity
- February 1, 2016 A report on the road side bank erosion was completed (*report attached*) and submitted to the LGWCD for their consideration and correction. In a verbal conversation with the administrator, the LGWCD is taking the position that no issue exists and no action is required. From a non-engineering perspective, I think mitigation of the collapse should be immediately forthcoming.

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

- April 13, 2016 No activity on this item
- March 29, 2016 No activity on this item
- February 24, 2016 No activity
- February 10, 2016 No activity
- January 26, 2016 Town Council adopted a culvert replacement policy that can be used for this area of concern.
- December 29, 2015 No activity on this item
- November 25, 2015 Formulating policy for Council consideration delayed from 11/03/2015 meeting.
- February 9, 2016 LGWCD denied the request of Town Council to place all district roads under the operation and maintenance of the Town

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

- April 13, 2016 Town was served with a lawsuit due to a breach of contract. Town Council is being requested to have a **shade session**, which is closed to the public, soon to discuss the matter.
- March 29, 2016 After further discussion with PSG, the firm agreed to accept \$37,000; however the offer would not be held until the April 5 meeting date of Council consideration. As a result, currently, the Town Attorney is working with the attorney for PSG to resolve the matter.

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- February 24, 2016 At the 2/16/16 Town Council meeting, Council instructed staff to return to the vendor for further negotiations. Based on a 2/22/2016 teleconference, PSG has agreed to settle all claims including a new \$6,000+ claim for additional work. The agreed upon settlement represents a reduction of \$21,661.70. Applied to speed hump this reduces the cost to \$18,439.63 or about \$384 per location. Less than the cost for two other vendors providing this service.
- February 10, 2016 Received agreement for mutual termination of services.
- January 26, 2016 Safety as a priority, PSG started to provide pavement markings on speed humps. As of this date PSG has completed Town OGEM roads (North A, North C, and South C) for approximately 54 speed humps . Additionally, they have installed about 34 of 60 street signs; everything from turn, stop, speed limit, and other signs. Pavement markings on speed humps on North Road, North D, and F Road will begin in the next week. Finally, PSG will begin a Pilot Program using Asphalt Millings in the next week, weather permitting, on about 1.2 miles of Town Roads which includes road leveling and spreading. Costs for use of asphalt millings including the costs for leveling will not exceed the costs for the per ton charge for road material and labor (\$18.00/ton) currently used on Town Roads.
- January 22, 2016 Staff received a complaint regarding speed limit sign as being too fast for her road. She stated that her neighbors wanted her to speak to the Town about removing the sign and possibly replacing it with a 15 or 20 MPH limit.
- Dec-2015 PSG began working on town roads by grading and shaping

Roads: This office has received and will receive requests to perform specific road related tasks, such as watering and extra grading.

April 13, 2016 Town Council should provide an approved policy by which the Town staff and contractor(s) can undertake additional road specific work.

- Roads:** This office met with Angela Hendrichsen Sandoval, P. E., PMP, Section Leader, and Ken Mudd,
- April 13, 2016 No activity
- March 29, 2016 No activity on this item
- February 24, 2016 No activity on this item
- February 10, 2016 No activity on this item
- January 26, 2016 No activity on this item
- January 12, 2016 No activity on this item
- December 29, 2015 No activity on this item
- November 25, 2015 No response as of this date to request for meeting.

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November 13, 2015	Email to SFWMD staff to set a meeting.
October 29, 2015	No activity on this item
October 14, 2015	Staff was unable to contact SFWMD to set a meeting to review letter to property owners on 43rd
September 30, 2015	No activity on this item. Staff will reach out to the SFWMD during the week of October 5.
September 7, 2015	No activity on this item
August 12, 2015	No activity on this item
July 15, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.
June 30, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.
June 11, 2015	Staff received a proposed letter from SFWMD to the property owners on 43rd
May 27, 2015	Received a telephone call from Ken Mudd regarding a draft letter that will be sent and establishing a meeting date. It is believed the draft letter will be forthcoming in the next week or two.
May 11, 2015	No activity.
April 14, 2015	No activity on this item.
April 1, 2015	No activity.
February 23, 2015	Ms. Hendrichsen Sandoval stated that this office will be notified in advance of a letter will be drafted informing residents of a meeting to discuss the matter.
December 1, 2015	Recommend action to the TC
October 29, 2015	Bid opening date 11/2/2015 at 2pm
October 9, 2015	Advertisement published in PB Post and posted on the Town's web site. Bid opening date 11/2/2015 at 2pm
September 26, 2015	An RFP for services ranging from road grading, tree trimming, mowing, street sign installation, road watering, OGEM repairs, and similar services has been prepared and is currently being reviewed by legal, engineering and the OIG. Once completed, the Town will place the advertisement in local newspapers and the Town's web site at a minimum. The goal is to have this published by October 6th.

Town of Loxahatchee Groves, Florida
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IGC Meeting:

March 23, 2016	<p>This office, Vice Mayor Jarriel, and LGWCD representative met 3/23/2016. Discussion concerning quit claim deeds for North and South F Road and South B Road occurred and it was determined the LGWD would hold off for several months before submitting the quit claim deed to the Town. In other action, Vice Mayor Jarriel placed on the agenda discussion regarding the Town's standard permit for the LGWCD or anyone performing work on Town roads. The discussion surrounded the matter the LGWCD had not submitted the permit for work they were doing on North A Road and others. The Administrator requested that the Town forgo having plans submitted to the Town in advance for approval, however, the LGWCD would submit as-built plans. In reciprocity, the Town would not have to submit plans to the LGWCD for road work. Currently, the Town is not or should not be required to submit plans on Town roads. Only when or if the work has direct impact on the canal system would such a permit be necessary under the current program. I requested the reciprocity be extended to the future trail network and I was discussed the current ILA with the LGWCD requires the permit from them. I recommended the LGWCD undertake a change in the ILA to allow similar treatment of Town trail projects as the LGWCD desires to have on the work they perform on Town roads. There was no resolution at this time.</p>
February 23, 2015	<p>This office, Vice Mayor Jarriel, and LGWCD representative met 2/23/2016. Some discussion occurred regarding the LGWCD fill policy. No action is recommended regarding the issue between Palm Beach State College and the LGWCD. No presentation regarding culvert replacement. 40th North was closed with no discussion. Dust control program had no action.</p>
Purchasing: Request for Proposals for Debris Monitoring and FEMA Reporting Services.	
March 29, 2016	Placed on the current agenda for approval.
February 24, 2016	Recommend award to Witt O'Brien's LLC
February 10, 2016	Two proposal received 1 on time and one late. Therefore we are limited to the proposal received this will be on the March 1 agenda for acceptance

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

Purchasing: Request for Proposals for Code Enforcement Services.

April 13, 2016 **No activity**

March 29, 2016 No activity on this item

February 24, 2016 Met with another entity and looking forward to responses

February 10, 2016 Teleconference with an individual whom may be interested. Setting a meeting
for sometime next week.

February 9, 2016 Met with an entity to discuss submittal of a proposal. Waiting for a proposal to
be submitted.

January 26, 2016 At the 1/19/2016 Council meeting, Town Council authorized this office to
continue its search for code enforcement providers. We have received at least
one new name to contact.

January 12, 2016 Contacting some individuals that have expressed an interest and FACE.

December 29, 2015 We are searching for individuals or other sources for this service.

December 21, 2015 **NO RESPONSES** were received for this service.

November 20, 2015 Prepared RFP for code enforcement services. Responses are due December 21,
2015 no later than 2pm.

Water Utility: Work to avoid Town residents from paying an extra 10% for potable water service to

April 13, 2016 **No activity**

March 29, 2016 No activity on this item

February 24, 2016 No activity on this item

June 8, 2015 Due to time constraints, this office has been unable to specifically identify exact
cost.

May 11, 2015 No activity

Due to time constraints, this office has been unable to get a response from
potential vendors; however, the Town consultant believed the cost to be equal
or greater than the \$700 cost per speed hump to install.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.9.a.
MEETING DATE: 04/19/2016

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

April 13, 2016	No activity
March 29, 2016	No activity on this item
February 24, 2016	No activity on this item
February 10, 2016	Staff has contact the Health Department again regarding this location
January 26, 2016	Staff reported to the Health Department that several RV's are located on the property and the Department should investigate.
January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	No activity on this item
October 29, 2015	No activity on this item
October 14, 2015	No activity
July 29, 2015	His legal counsel has been advised that documents he requested copies of are available. We have had no response.
July 15, 2015	A lien has been filed on this property.
June 30, 2015	Attorney for Mr. Cherney reviewed documents; however, he continues to request additional time and information
May 29, 2015	Attorney for Mr. Cherney reviewed documents; however, he was unable to finish his review
May 11, 2015	Staff is working to complete a public records request relative to this case as of May 11, 2015.
May 5, 2015	Staff began the survey and will finish and work to prepare a report for either the April 21, or May 5, 2015, agenda. Additionally, staff has proceeded with various actions on other properties initiated by individuals.

Roads: B Road Improvement

April 13, 2016	Town received and place on the 4/19/2016 agenda a modification to the original four -party agreement for the B Road improvement project to allow the Town to substitute paving for OGEM. Upon Council approval, the Town staff will move forward with contract execution after all elements are in place.
April 4, 2016	Town Council awarded the construction bid to Hardrives, Inc. for \$1,033,008.80
March 29, 2016	No activity on this item
February 24, 2016	Attorney and Manager meeting to review responses, bid results, and multi-party agreement for the construction of B Road improvements.
February 10, 2016	Pre-bid conference held and waiting for questions and answers.
January 26, 2016	Advertisements for contractors was advertised in the Palm Beach Post and on the Town's web site.

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December 29, 2015

Per discussion with Randy Wertepny, Town Engineer, significant progress has been made in the design and permitting portion of the improvement. We will receive an update of their progress at the next Town Council meeting. Bid documents are nearing completion which will facilitate meeting the completion date.

3. ATTACHMENTS

Financial Software Project Plan

4. FINANCIAL IMPACT

Not applicable.

5. RECOMMENDED ACTION

Motion to receive and file report.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 8b

MEETING DATE: 4/19/2016

PREPARED BY: Virginia Walton, Town Clerk

SUBJECT: Charter Amendments for Referendum Ballots

1. BACKGROUND/HISTORY

Problem Statement: Based on issues and questions raised during the past few municipal election cycles, the Town Council needs to address some updating to the Charter to allow for more efficient processes to meet the current and future Town's needs, and the issue of elected officials serving on the canvassing board.

Problem Solution: At the Town Council meeting of April 5, 2016, the Town Council requested that Staff obtain deadline dates from the Supervisor of Elections in order to ascertain if amendments to the Charter, including the Canvassing Board, would be feasible for this year's election cycles. The Town has progressed and grown since its inception in 2007, and the Charter, Codes and Policies of the Town need to update and reflect this progress and growth.

2. CURRENT ACTIVITY

I have obtained the deadline dates for ballot language to the SOE for both the August 2016 Primary and the November 2016 President General Elections. I have also contacted several municipalities who have elected to make charter amendments, including canvassing board changes, including Wellington, Palm Springs and Lake Worth.

Florida Statutes Section 166.031 (1) allows for the Town Council to propose a charter amendment by ordinance, and the electorate by petition. Due to time constraints for completing the review and creating charter amendment ordinances for two readings prior to a resolution adopting the ballot language, this Statute would allow for Staff and the Town Council to directly bring forth the charter amendment ordinances for adoption without the need for a Charter Review Committee.

As a result, Staff is recommending that the Town Council and Staff review the Charter, and prioritize sections that need to be amended to bring the Charter more current with the Town's needs for the current and upcoming years. Based on costs involved and the wishes expressed by the Town Council, Staff feels that they can recommend a canvassing board amendment that would best suit the needs of the Town.

3. ATTACHMENTS

List of Ballot Language Date Deadlines from SOE

4. FINANCIAL IMPACT

Not available or applicable

5. RECOMMENDED ACTION

Motion to begin review of Charter and authorize Town Attorney to create charter amendment ordinances based on review recommendations.

Virginia Walton

From: Virginia Walton
Sent: Wednesday, April 06, 2016 2:34 PM
To: MCirullo@cityatty.com
Cc: William (Bill) Underwood, II
Subject: deadlines for ballot language

August 30, 2016 Primary Election

Deadline for ballot language: Friday, June 24, 2016 at noon

November 8, 2016 General Election

Deadline for ballot language: Friday, August 26, 2016 at noon

Virginia Walton, MMC

Town Clerk

Town of Loxahatchee Groves, FL



Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 9a

MEETING DATE: ~~11/03/2015~~ 4/19/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Okeechobee Corridor Master Plan Work Authorization

1.BACKGROUND/HISTORY

Problem Statement: The Town Council has extended the moratorium on Okeechobee Boulevard and needs to approve a modified Comprehensive Plan, land use and zoning for the Okeechobee Corridor.

Problem Solution: Provide additional funding for the Planning and Zoning Board to prepare recommendations for Town Council consideration.

Legislative Update: At the November 3, 2015, Town Council meeting, this agenda item failed for both approval to fund and denial to fund a portion with a vote of 2-2 each vote. Due to the need to handle the business of the public, the item is being reintroduced for Council consideration. As you may be aware, staff has provided considerable time and effort to date including the Okeechobee corridor Saturday meeting. Further, before that Saturday meeting, staff had already committed time, effort, and energy into preparing a plan for the Town Council. Staff would like to bring this item to completion with the Council.

We will try to complete this project within the proposed amendment of \$13,800.

Recommended Action: Motion to authorize the Mayor to execute work authorization 2015-01 with additional budget of \$13,800 for the Okeechobee Corridor planning effort

The Town Council is placing a moratorium on commercial activities on Okeechobee Boulevard corridor. The Council directed the Planning and Zoning Board to prepare recommendations for possible implementation into the Town's Comprehensive Plan, land use, and zoning which will provide guidance to commercial activities in the corridor.

2.CURRENT ACTIVITY

Staff prepared a revised estimate of the potential cost to work through the development process with the Planning and Zoning Board. Staff has reviewed the scope of the project and guesstimates the cost of the effort. Including staff time to prepare meeting agendas, minutes, and other documentation, we believe the estimated amount will approach \$13,800 would sufficient.

3.ATTACHMENTS

Work Authorization 2015-01

4.FINANCIAL IMPACT

Budget provided from Comprehensive Planning and Zoning department for Other Services.

5.RECOMMENDED ACTION

Motion to authorize the Mayor to execute work authorization 2015-01 with additional budget of \$13,800 for the Okeechobee Corridor planning effort.

Town of Loxahatchee Groves, Florida
Work Authorization No.: 2015-01

Consultant: Underwood Management Services Group, LLC. and Land Research Management
Work Authorization No.: 2016-02 Date: 07/14/2015

Address: 840 NE Stokes Terrace
Jensen Beach, Fl. 34957

Brief Description of Task:
Continuation of the Okeechobee Boulevard Corridor planning effort and recommendation to Town Council for adoption within the moratorium deadline. The work will consist of: 1 - Working with the LPA to prepare a recommendation to the Council; and 2 - Processing of the amendments.

The total amount or the limiting amount of the compensation will be: \$14,850.00 unless additional services are authorized by the Town.

Town Council recommended extending the Okeechobee moratorium from December 2015 to July 2016. Pursuant to original authorization, the action requires additional work by the Town's Planner and UMSG, beginning with a workshop December 5, 2015, with the public. Additional funding in the amount of \$13,800.

Compensation elements are as follows:

	Method of Compensation	Amount (\$)	Change Ord	Total Amou	Task Code
Task 1. - Land Research Management - LPA hours with Land Research Management assuming 5 or 6 meetings, prepare agendas, staff reports, minutes, meeting follow-up, preparation of final report to Council	Estimated 72 @ \$125/hour	\$ 9,000	\$ 8,000	\$ 17,000	Planning
Task 1. - Conference with UMSG Principal, produce agendas, minutes, assist preparation of final report to Council	Principal 6 hours; staff support	\$ 900	\$ 1,500	\$ 2,400	UMSG Review
Task 2 - Prepare the amendments and staff report, prepare legal notices and the ordinanc, attendanced at advertised LPA and Council meetings, prepare transmittal and submittal packages.	Estimated 36 @ \$125/hour	\$ 4,500	\$ 3,500	\$ 8,000	Planning
Task 2 - Conference with Principal, publish amendments and staff report, publish legal notices and the ordinance, review transmittal and submittal packages.	Principal 3 hours; staff support	\$ 450	\$ 800	\$ 1,250	UMSG Review
Total:		\$ 14,850	\$ 13,800	\$ 28,650	

Other Notes:

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

MEETING DATE: 4/19/2016

PREPARED BY: William F. Underwood II, Town Manager

SUBJECT: Rotation Schedule for IGC Committee Meetings

1. BACKGROUND/HISTORY

Problem Statement: The Council needs to create its rotation schedule for the IGC meetings.

Problem Solution: A new Council Rotation Schedule needs to be approved and rotation re-started for all council members to attend meetings and represent the interests of the Town of Loxahatchee Groves.

2. CURRENT ACTIVITY

At the October 2015 Council Meeting, Council Member Ron Jarriel had requested, and been granted, an extension as representative on the IGC through Mayor Browning's scheduled cycle. Although that cycle was to end in January 2016, Council Member Jarriel still remains as the Town's representative for the IGC.

3. ATTACHMENTS

Town Rotation Schedule for 2014/2015/2016
Town Proposed Rotation Schedule for 2016/2017

4. FINANCIAL IMPACT

Not available or applicable

5. RECOMMENDED ACTION

Motion to adopt a new Town Rotation Schedule to the IGC through January 2017.

IGC COMMITTEE
ROTATIONAL SCHEDULE

Town of Loxahatchee Groves

(Revised by Town after Town Council meeting October 21, 2014)

June 2014 – September 2014	Tom Goltzene
October 2014 – January 2015	Ron Jarriel
February 2015 – May 2015	Jim Rockett
June 2015 – September 2015	Ryan Liang
October 2015 – January 2016	David Browning

Loxahatchee Groves Water Control District

(Revised by District on Tuesday, November 10, 2015, per the Board of Supervisors meeting on Monday, November 9, 2015)

October 2015 – January 2016	Laura Danowski
February 2016 – May 2016	David DeMarois
June 2016 – September 2016	Frank Schiola
October 2016 – January 2017	John Ryan

IGC COMMITTEE ROTATIONAL SCHEDULE

Town of Loxahatchee Groves

June 2015 – October 2015	Ron Jarriel
October 2015 – January 2016	Dave Browning Ron Jarriel (extended by motion at Oct. 20, 2015 TC meeting)
February 2016 - May 2016	Ron Jarriel
June 2016 – September 2016	_____
October 2016 – January 2017	_____
February 2017 – May 2017	_____

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 10b

MEETING DATE: 4/19/2016

PREPARED BY: William F. Underwood II, Town Manager

SUBJECT: Western Communities Council Town Representative

1. BACKGROUND/HISTORY

Problem Statement: The Council representative for attendance at the Western Communities Council meetings was Jim Rockett, who is no longer a member of the Town Council.

Problem Solution: A new Council representative must be appointed by the Town Council to attend meetings and represent the interests of the Town of Loxahatchee Groves.

2. CURRENT ACTIVITY

The last meeting of the Western Communities Council was on April 6, 2016, which was after the new Council was established but prior to a new representative being chosen. Vice Mayor Goltzené volunteered until such time as a permanent representative could be selected. With the confirmation of Mayor Browning, Vice Mayor Goltzené represented Loxahatchee Groves at this April 6th meeting.

3. ATTACHMENTS

None required

4. FINANCIAL IMPACT

Not available or applicable

5. RECOMMENDED ACTION

Motion to nominate and appoint a new Town representative to the Western Communities Council.