



ADMINISTRATION: 21 Country Road • Village of Golf, FL 33436-5299 • (561) 732-0236 • FAX (561) 732-7024
SECURITY DEPARTMENT: (561) 734-2918 • UTILITY DEPARTMENT: (561) 737-7995 • www.villageofgolf.org

AMENDED AGENDA

VILLAGE COUNCIL MEETING

Wednesday, March 28, 2012 • 9:00 a.m.

- 1. CALL TO ORDER, ROLL CALL and PLEDGE OF ALLEGIANCE**
- 2. VILLAGE OF GOLF ORGANIZATIONAL MEETING**
 - a. RESOLUTION NO. 2012-01: A RESOLUTION OF THE VILLAGE OF GOLF, APPOINTING A MAYOR, A VICE-MAYOR AND A TREASURER**
 - b. ADMINISTER OATH OF OFFICE TO MAYOR, VICE MAYOR AND TREASURER**
- 3. CONSENT AGENDA**
 - a. APPROVAL OF THE FEBRUARY 15, 2012 MEETING MINUTES (Note: Reading of meeting minutes is waived unless an objection is received).**
 - b. RECEIVE AND FILE: Reconciliation Statement from the Florida Municipal Loan Council for the Period Ending January 31, 2012**
 - c. RECEIVE AND FILE: Statement of Revenue and Expenditures for the Fiscal Period Ending February 29, 2012**
 - d. RESOLUTION NO. 2012-02: A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, PROVIDING FOR THE ADOPTION OF GENERAL POLICIES AND PROCEDURE CONCERNING THE DUTIES AND RESPONSIBILITIES OF THE OFFICE OF THE VILLAGE MANAGER, PURSUANT TO ARTICLE IV., SECTION 1(b) OF THE VILLAGE CHARTER, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**
 - e. APPROVE PIGGY-BACK CONTRACT WITH DRC EMERGENCY SERVICES, LLC FOR DISASTER RECOVERY/DEBRIS MANAGEMENT SERVICE UNDER THE CITY OF LARGO'S RFP FY2009-2010-007**
 - f. AGREEMENT WITH THE COUNTRY CLUB OF FLORIDA FOR THE CONSTRUCTION OF A BERM ALONG VILLAGE OF GOLF PARK "S"**
 - g. AWARD THE GOLF ROAD FRONTAGE IRRIGATION SYSTEM PROJECT TO: A CUT ABOVE LANDSCAPE & MAINTENANCE INC.**
- 4. OLD BUSINESS**
 - a. WATER AND SEWER BOND REFINANCING UPDATE**

5. NEW BUSINESS

- a. **SITE PLAN APPROVAL:** Mr. and Mrs. Robert D. Judson, Jr., 3 Turtle Grove Lane, construction of a new 6,547 sq. ft. residence.
- b. **ORDINANCE NO. 96:** AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, ADOPTING AN ENTIRELY NEW ORDINANCE TO BE ENTITLED "LOCAL AMENDMENTS TO CHAPTER 1. ADMINISTRATION OF THE FLORIDA BUILDING CODE " IN ORDER TO ADOPT UPDATED LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE IN ACCORDANCE WITH THE MODEL AMENDMENTS PROMULGATED BY THE BUILDING OFFICIALS ASSOCIATION OF PALM BEACH COUNTY, FLORIDA; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
- c. **PUBLIC HEARING - ORDINANCE NO. 97:** AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE VILLAGE CERTAIN AMENDMENTS TO THE VILLAGE CHARTER TO PROVIDE FOR "AT LARGE" COUNCIL MEMBER SEATS AND FOR STAGGERED TERMS OF COUNCIL MEMBERS; PROVIDING FOR THE IMPLEMENTATION OF THIS NEW ELECTORAL SYSTEM BY AMENDING THE VILLAGE CHARTER AT ARTICLE III. LEGISLATIVE. AS FOLLOWS: BY REPEALING SECTION 5. AND SECTION 6. AND READOPTING SECTION 5 AND SECTION 6, ALONG WITH A NEW TITLE TO SECTION 6 TO BE ENTITLED "SELECTION; STAGGERED TERMS OF OFFICE" IN ORDER TO PROVIDE FOR THE "AT LARGE" ELECTIONS OF COUNCILMEMBERS RATHER THAN BY GROUPS AND FOR STAGGERED, FOUR YEAR TERMS FOR COUNCILMEMBERS; PROVIDING FOR SUBMISSION OF THESE PROPOSED CHARTER AMENDMENTS TO THE ELECTORS OF THE VILLAGE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2012; PROVIDING AN EFFECTIVE DATE SHOULD THESE AMENDMENTS TO THE CHARTER BE APPROVED AT SUCH ELECTION; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SUCH ELECTION; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; AND FOR OTHER PURPOSES.
- d. **ORDINANCE NO. 98:** AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE VILLAGE CERTAIN AMENDMENTS TO THE VILLAGE CHARTER TO PROVIDE FOR THE REMOVAL OF THE OFFICES OF THE "VILLAGE CLERK" AND THE "VILLAGE TREASURER"; SPECIFICALLY PROVIDING FOR THE REMOVAL OF THESE TWO VILLAGE OFFICES FROM THE CHARTER BY AMENDING ARTICLE III. LEGISLATIVE. AND ARTICLE IV. VILLAGE OFFICERS; REPEALING SECTIONS 3., 4. AND SUB-SECTION 8(b). AT ARTICLE III. AND READOPTING THESE PROVISIONS AND RENUMBERING SUBSECTION 8(c) TO 8(b) TO PROVIDE FOR THE DELETION OF REFERENCE TO THESE TWO POSITIONS AS VILLAGE OFFICES; REPEALING SECTIONS 1, 4. 5. AND SUB-SECTION 6(a) AND READOPTING SECTION 1, RENUMBERING SECTION 6 as SECTION 4, AND READOPTING THE PROVISIONS OF SUB-SECTION 4(a) IN ORDER TO DELETE REFERENCES TO THE "VILLAGE CLERK" AND THE "VILLAGE TREASURER" AS OFFICES; PROVIDING FOR SUBMISSION OF THESE PROPOSED CHARTER AMENDMENTS TO THE ELECTORS OF THE VILLAGE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2012; PROVIDING AN EFFECTIVE DATE SHOULD THESE AMENDMENTS TO THE CHARTER BE APPROVED AT SUCH ELECTION; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SUCH ELECTION; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; AND FOR OTHER PURPOSES.
- e. **REQUEST FOR RELIEF OF WATER AND SEWER SERVICE LIEN AT 5298 BROOKVIEW DRIVE**

6. MANAGER'S REPORT

- a. UPDATE ON MR. AND MRS. R. KUPI, 5 COUNTRY ROAD WEST, POOL CONSTRUCTION**
- b. DISCUSSION ON THE INSTALLATION OF AN ATM AT VILLAGE HALL**
- c. REQUEST DIRECTION ON DEMOLITION OF STABLES AT RABORN FARM**

7. ATTORNEY'S REPORT

8. ADJOURNMENT

All interested parties are notified to appear at said hearings in person or by attorney and be heard. Any person who decides to appeal any decision of the Village Council with respect to any matter considered at these meetings 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 record includes the testimony and evidence upon which the appeal is to be based. All interested parties are notified to appear at said hearings in person or by attorney and be heard. Any person who decides to appeal any decision of the Village Council with respect to any matter considered at these meetings 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 record includes the testimony and evidence upon which the appeal is to be based.

From: "Brad Biggs" <Brad@corbettandwhite.com>
Subject: Agt for Disaster Recovery Services
Date: Wed, March 21, 2012 4:50 pm
To: "Marciano, Carol (villageclerkvog@hotmail.com)" <villageclerkvog@hotmail.com>
Cc: "Laura Hannah (Lhannah@villageofgolf.org)" <Lhannah@villageofgolf.org>

ADDITION

3E

Laura, I have drafted this so that most provisions of the piggyback agreement apply but the indemnification was very strange on the Largo one and the venue needed to change. You are the contract administrator since we don't have a public works department head . The initial term is specifically stated for you, since it is not three years, but until 2014, but after that it would renew if Largo renewed. Probably should calendar that just in case to find out if Largo does renew. I really don't know who is supposed to sign this because you cannot read the signature on the Largo Agt. It states an Sr. executive VP, but LLCs don't have vice presidents, just managing members. I would like to know how the local guy is authorized to sign, if he does. There should be some sort of corporate resolution authorizing such signature if he/she signs this agreement. Please call with any questions or concerns. We'll follow up after this is approved on the agenda.

Brad

Brad Biggs, Esq.

Corbett & White, P.A.

1111 Hypoluxo Road, Ste 207

Lantana, Florida 33462

Ofc. 561-586-7116

Cell 561-310-3982

Attachments:

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Agt-PiggyBack-DebrisRemoval-DRC EmergServLLC-2012.doc	
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AGREEMENT	
Village of Golf	Contractor: DRC Emergency Services, LLC
<i>Piggy-back Agreement: City of Largo, Florida Agreement Competitive RFP # 2009-2010-007</i>	Disaster Recovery Services

This Agreement, entered into this _____ day of _____, 2012, effective immediately by and between DRC Emergency Services, LLC, a foreign limited liability corporation registered in the State of Florida (“Contractor”) and the Village of Golf, Florida, a municipal corporation, hereinafter referred to as the Village.

WITNESSETH:

Village and Contractor, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Village and Contractor both hereby agree to enter into an agreement to act as the Village’s primary source of disaster recovery services and piggy-backing the unit rates and service pricing rates set forth in that certain “Agreement for Debris Management And Disaster Recovery Services” between the City of Largo, Florida and the Contractor dated September 7, 2011 (the “Piggy-back Agreement”). This Agreement will commence on date written above and will run concurrently with the term(s) of the Piggy-back Agreement until September 7, 2014, and any renewals thereto, unless terminated earlier by the parties. All references in the Piggy-back Agreement to the “City” or “City of Largo” shall be assumed to pertain to the Village of Golf and be binding upon Contractor relative to this Agreement.
2. The unit pricing, hourly costs and general terms of the Agreement are as specifically set forth herein and according to the City of Largo’s RFP (11-P-351) dated March 22, 2011 (the “RFP”) and the Contractor’s Response to the RFP 2009-2010-007, as applied to the Village, including all documentation required thereunder set forth as Attachment “A” and incorporated herein, unless specifically modified hereinbelow. Both parties hereby agree and acknowledge that this three (3) page Agreement, together with attached documents and all bonds or insurance documents referencing the “Village of Golf” pursuant to the RFP’s requirements, shall constitute the entire Agreement.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<p>Village: Village of Golf 21 Country Road Village of Golf, Florida 33436</p> <p>Attn: Laura J. Hannah, Village Manager</p>	<p>Contractor: DRC Emergency Services, LLC. 740 Museum Drive Mobile AL 36608</p> <p>Local Address: 500 South Australian Ave., Ste 600 West Palm Beach, Florida 33401</p> <p>Attn: _____</p>
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4. **Contractor** shall perform the disaster recovery services outlined in Exhibit A for agreed upon amounts as set forth in the **Contractor's** RFP Response, in conformance with the Piggy-back Agreement, for the specific services requested by the Village in the event that disaster recovery services are required. The Village Manager or designee shall be the contract administrator on behalf of the Village.

5. The Parties may terminate this agreement by providing a thirty (30) day written notice to the other party.

6. The **Contractor** shall list the Village of Golf as the Certificate Holder and additional insured on the Comprehensive General Liability Policy and the Automobile Liability Coverage.

7. Each party to this agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the **Contractor** shall indemnify, defend and hold harmless Village against any actions, claims or damages arising out of the **Contractor's** negligence in connection with this Agreement; and Village shall indemnify, defend and hold harmless the **Contractor** against any actions, claims or damages arising out of the negligence of Village in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case whatsoever shall such limits extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions.

8. This Agreement shall be construed and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the 15th Judicial Circuit In and For Palm Beach County, Florida for state actions and in the United States District Court for the Southern District of Florida, West Palm Beach Division for federal proceedings.

9. This three (3) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

WITNESSES
[Signature]
Erik M. Hunt

Contractor: DRC Emergency Services, LLC.
[Signature] 3/22/2012
(authorized officer)
Title Managing Director

WITNESSES:

VILLAGE OF GOLF:
[Signature]
Laura J. Hannah, Village Manager

ATTEST:

Carol Marciano, Village Clerk

From: "Laura Hannah" <lhannah@villageofgolf.org>
 Subject: Re: Golf Road Irrigation
 Date: Tue, March 27, 2012 8:31 am
 To: "Mike Tyson" <mike@acalandscape.net>
 Cc: mike@thepignatogroup.com

ADDITION
3G

Mike - thanks SO much for getting back to me. JUST to make sure we are on the same page: We have a potential savings of approximately \$3,380, is that correct? No deviations (other than changing the heads) from the plans, right? I look forward to working with you and am most grateful for having you come down yesterday. What about the relocation of the main? No longer pursuing?

Paul May, as you know, will be your main contact once the project is started.

Laura J. Hannah
 Village Manager
 21 Country Road
 Village of Golf, FL 33436
 561-732-0236

- > Laura,
- >
- >
- >
- > After comparing the plans to a satellite view of the job, it seems that
- > there is only a small section where we can trench as opposed to boring. I
- > estimate about 600 linear feet. What we can do possibly, is do a change
- > order at the end of the job with a credit of \$5.00 per foot for any main
- > line that is trenched in.
- >
- >
- >
- > As for changing the spray heads to rotor heads, we have unit prices in the
- > bid form that will cover that. It looks like it will be a credit of about
- > \$380.
- >
- >
- >
- > Please call me on my cell phone if you need to discuss.
- >
- >
- >
- > Michael Tyson
- >

- > A Cut Above Landscape
- >
- > 14095 43rd Road North
- >
- > Loxahatchee, FL 33470
- >
- >
- >
- > C 561-722-7911
- >
- > O 561-795-1995
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- > F 561-795-8898
- >

Attachments:

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Agenda Item Request

To: Honorable Mayor and Village Council
From: Laura J. Hannah, Village Manager
Meeting Date: March 28, 2012
Requested Action: Request for Relief of Water and Sewer Service Lien at 5298 Brookview Drive

Explanation: Last Friday, Ms. Nancy Mansour contacted our office requesting relief in the form of a reduction in lien for the aforementioned property (She recently purchased the property at a Sheriff's auction). The lien was originally recorded in July of 2008 in the amount of \$495.64 for unpaid water and sewer service fees and has continued to accrue as provided by law. As of this writing the amount is now \$7,605.71.

I personally spoke to Ms. Mansour on Monday. She stated she thought the lien was for the original amount and didn't realize it would accrue. Ms. Mansour acknowledged that she didn't anticipate the repercussions for purchasing property at such drastically reduced rates. I advised her this was not a decision the Manager could make, and confirmed such with our Attorney, Brad Biggs.

Further, since there is no water service to the property at this time, she is anxious to come to resolution. I assured her I would add this item to your Agenda if she were to send me an e-mail formalizing her request by day's end (Monday). Her email, along with a copy of the recorded lien is attached.

During our telephone conversation I advised Ms. Mansours that I would not be making a recommendation for the reduction in lien though she was well within her rights to address you personally at the meeting. As such, I anticipate she will be present to make her request. Should the Council decide to honor her request, a Resolution would need to be prepared by Mr. Biggs and this item could be added to your April 4th Special Meeting for ratification.

From: "Laura Hannah" <lhannah@villageofgolf.org>
Subject: Re: Property at 5298 Brookview Dr.
Date: Mon, March 26, 2012 1:17 pm
To: "Nancy Mansour" <advancedmortgageanalysis@gmail.com>

Thank you for sending your request so quickly.

As we discussed, I will not be making a recommendation to the Village Council in favor of your request though I am adding this item to their Agenda at this Wednesday's meeting (March 28th). I will provide the Council with a copy of your email request.

We meet at the Administration Building (address noted below) beginning at 9 a.m. Since this is an addition to the agenda, it will be one of the last items discussed under New Business. I do apologize but cannot provide you with an estimate as to when this item will be heard. I will advise our Council that you plan on attending the meeting to personally make your appeal.

Laura J. Hannah
Village Manager
21 Country Road
Village of Golf, FL 33436
561-732-0236

> Hello Ms. Hannah!
> I am one of the partners of Pandora Investment Group that purchased the
> property at 5298 Brookview Dr. in Boynton Beach.
> My decision to bid on this property at the sheriff sale was based on
> seeing
> that there was an HOA lien of \$4340.00 and a water lien for \$495.64.
> After receiving certificate of title, we found that there were actually 2
> HOA's with dues owed over \$15000.00 and after calling the water department
> I was
> shocked to find out the water lien was over \$9000.00. I would have never
> imagined that a water bill could continue to accumulate to such an
> astronomical
> amount after being shut off. I understand that the water department is
> under no obligation to reduce the water lien, but I'm asking that the
> board
> please
> consider reducing this amount to something manageable. This was our groups
> first sheriff sale purchase and the other two partners have their area of
> expertise, but
> this was supposed to be mine. I feel terrible and totally responsible for
> this investment decision. Our goal for this house is to fix up and sell
> the

- > property to
- > someone that will be happy to have it as their home. This works out best
- > for everyone since the HOA would start to receive money as well as the
- > water department.
- > Again, I understand that the water department is under no obligation to
- > reduce this amount, but I am hoping that the board would find this request
- > reasonable.
- > Our group is not a group of wealthy people, just three people that are
- > trying to make a living in an environment where it is difficult to find
- > jobs. We all really need this one
- > to work out.
- >
- > Thank you for your time and consideration!
- >
- > Nancy Mansour
- > 330-831-2315 PH
- > 866-542-1728 Fax
- > advancedmortgageanalysis@gmail.com
- >

Attachments:

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From: "Robin Raborn" <raborn.rob@gmail.com>
Subject: Preserving the Stables at Raborn Farm
Date: Mon, March 26, 2012 7:24 pm
To: "Tom Lynch" <tlynch@plastridge.com>
Cc: "Laura Hannah" <Lhannah@villageofgolf.org>,"John J. Lazlo" <johnlazlo@comcast.net>,"Richard Raborn, MD" <rabornmd@gmail.com>

**ADDITION
6C**

Dear Tom:

If you have time, perhaps we can discuss the Stables before your meeting on Wednesday.

We would like to defer demolition of the Stables on Raborn Farm for the following reasons:

Having the Stables preserves the horse farm heritage of the property within the Village of Golf.

We have had interest from potential buyers who would like to have horses on the property.

Our realtor strongly suggests that having the Stables is a marketing advantage for us.

Residents of the Village of Golf have mentioned to various members of our family that they like having the Stables, rather than simply empty land.

Demolition of the Stables will be expensive, difficult, noisy and time consuming.

During 2011, the Raborn LLC improved the appearance of Raborn Farm with these projects:

Working with the Grohmanns and the Lafferty families, we improved the appearance of the pond with the following actions:

- Treatment of the water to remove algae

- Removal of the old fountain and plumbing

- Installation of bubblers to aerate the water

- Installation of a new electrical meter to monitor power to the bubblers

- Adding fish to the pond to keep it healthy and clean

- Hiring new pond maintenance that uses ecological products to keep the water clean

- Hiring new mowing company to trim the sides of the pond on a regular basis.

Demolition of the two houses. Removal of propane tank.

Improvement and cleaning of the Stables and the Utility Barn.

Hiring a new mowing company to keep fields mowed.

Removal of five electrical meters and accounts.

Installation of new electrical power by Florida Power and Light and establishment of a new account.

Correction of the water hook-up that was being shared by the Grohmann property.

Establishing a new address for the Raborn Farm, property identifying the Utility Barn for the location of electrical power.

We look forward to working with the Village of Golf.

Sincerely,

Robin Raborn
Managing Member
Raborn LLC

415-730-1976

--

Please change my email in your contacts list to:

raborn.robin@gmail.com

Thank you!

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