

TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL WORKSHOP/SPECIAL MEETING

AGENDA

AUGUST 16, 2022 – 6:00 PM



**Community Open Discussion Meeting Precedes Meeting from 6:00-6:30 PM
(on Non-Agenda Items)**

Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

PRESENTATIONS

1. Presentation from Florida Power & Light (FPL) updating of the underground project and information on the Real Zero Program.
2. Presentation from the Gehring Group updating of Town's insurance for employees.

CONSENT AGENDA

3. Approval of Meeting Minutes.
 - a. July 6, 2021, Town Council Workshop/Special Meeting Minutes
 - b. June 21, 2022, Community Resident Workshop Meeting Minutes
 - c. July 5, 2022, Community Resident Workshop Meeting Minutes
 - d. August 2, 2022, Community Resident Workshop Meeting Minutes
4. Consideration of **Resolution No. 2022-45** vendors in FY 2022 over \$25,000.
5. Consideration of **Resolution No. 2022-46** emergency culvert for Johnson-Davis.
6. Consideration of **Resolution No. 2022-48** regarding reconciliation of Employee Paid Time Off (PTO).

DISCUSSION

[7.](#) Discussion of Code Red

[8.](#) Budget Calendar/Workshop

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Assistant Town Manager

Public Works Director

Engineering/Planner

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

Phillis Maniglia (Seat 1)

Laura Danowski (Seat 2)

Mayor Robert Shorr (Seat 4)

ADJOURNMENT

Comment Cards:

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda 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.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: Francine Ramaglia, Interim Town Manager

DATE: August 16, 2022

SUBJECT: Presentation of Health Insurance Benefits by the Gehring Group

Background:

The Gehring Group, the town's health, and insurance benefits manager agency, will present an update on health insurance and related products, including what may be expected regarding cost updates for the renewal enrollment period for town employees, which begins effective January 1st, 2023. They will present the town's current Florida Blue (Blue Cross Blue Shield) basic health plan, along with related offerings covered by or provided through the town for the employees as prescribed in current Town Human Resources policies.

Town of Loxahatchee Groves offers the following insurance benefits:

Vendor	Purpose
Florida Blue (Blue Cross Blue Shield) Medical Insurance	Medical insurance coverage for employees. Coverage Date is January 1, 2022, to January 1, 2023
Guardian Life (Life Insurance, Short- and Long-Term Disability)	Life, Short-and Long-Term and Disability coverage for employees.
*Humana (Dental and Vision)	Dental and Vision insurance coverage for employees (this is an employee ONLY contribution-Town is used as a pass through)
*AFLAC (supplemental insurance)	Supplemental insurance coverage for employees (this is an employee ONLY contribution – Town is used as a pass through)
*Benefit Workshop (flex spending)	Flex spending insurance coverage for employees (this is an employee ONLY contribution – Town is used as a pass through)

A PowerPoint will be provided at the meeting by the Gehring Group representatives.



155 F Road Loxahatchee Groves, FL 33470

Agenda # 3

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: Francine Ramaglia, Interim Town Manager
DATE: August 5, 2022
SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.

TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL WORKSHOP/SPECIAL MEETING

July 6, 2021



TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:05 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles and Margaret Herzog, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Councilmember Maniglia asked that item number 10 Discussion of Road Abandonment be rescheduled to a later date.

Vice Mayor Danowski asked could item number 11 be taken out of the Dependent Water Control District agenda and placed under the regular agenda. Town Clerk Burch responded by stating that item number 11 is under the Town Council agenda, it is only item number 9 that will need to be discussed under the Dependent Water Control District. Vice Mayor Danowski gave thanks for the clarification.

Motion was made by Councilmember Maniglia seconded by Mayor Shorr to reschedule item number 10 Discussion of Road Abandonment to a later date; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was no public comment.

CONSENT AGENDA

1. Approval of **Resolution No. 2021-31** appointment of Janet Eick as a regular member of the Finance Audit and Advisory Committee (FAAC).
2. Approval of **Resolution No. 2021-34** Regularly Scheduled First Meeting Date in September 2021.
3. Approval of **Resolution No. 2021-35** Entering into Building and Code Enforcement Piggyback agreements.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve the Consent Agenda; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

PUBLIC HEARING

4. Approval of **Resolution No. 2021-30** the Culver's Restaurant Site plan for land owned by BW Solar Sportsystems, Inc., consisting of 1.39 acres more or less, located on the north side of Southern Boulevard east of "B" Road Loxahatchee Groves, Florida, legally described in Exhibit "A" to this Resolution; providing for severability; providing for conflicts; and providing for an effective date. (**Quasi-Judicial**)

Town Attorney Lenihan sworn in all witness regarding the Culver's Restaurant and asked Council to state for the record if any of them have had an ex-parte communication regarding item number 4. Town Council responded that they had not had any ex-parte communication regarding this item.

Tyler Parker, Engineer for record for the proposed Culver's Restaurant that will be located in the Grove Town Center between C and D Road. She then gave a brief history of Culver's Restaurant. She presented a PowerPoint presentation to Town Council.

Councilmember Maniglia stated that she wasn't aware of this being a drive thru. She also asked what type of food would be sold (is it all frozen) are they fresh and she believes that they are missing out on a huge demographics by not selling breakfast. Ms. Parker responded by stating that all the food is fresh, and custards. Councilmember Maniglia also explained why she asked the question of did this restaurant serve alcohol because she is concerned that with added commercial on Southern Blvd. that the cost for the Palm Beach Sheriff department will increase for the Town. She also asked Ms. Parker does she feel her client would contribute or provide their own security. Ms. Parker stated that Culver's will have cameras and security. Councilmember Maniglia also asked what were their hours of business? Town Clerk Burch responded 10:00 p.m.

Councilmember Herzog asked is the service like Sonic and is there seat down.

Vice Mayor Danowski asked if their drive thru or pull over/waiting space able to accommodate trailers (landscape trailers and vehicles (pool trailers). Ms. Parker responded that they are not designed for that, they are the standard parking lot according to the Town's code, but she believes that they could park in two parking spaces for their trailer. Vice Mayor Danowski

responded that she just wanted them not to have a jam with people who are driving those trailers because of the demographic and the people who work in this area. Ms. Parker responded her concerns are noted.

Councilmember Maniglia asked when the plan is to break ground. Ms. Parker responded that they are currently working on finalizing the master infrastructure to support this phase (all users in POD B). But as soon as they get those permits in place.

Mayor Shorr asked about the bridge across Collecting Canal. Ms. Parker stated that the design of the bridge is in review as of right now. Mr. Fleischmann stated that an extension was given on the construction of the bridge. Ms. Parker responded.

Councilmember Herzog asked what the construction material is being used for this bridge. Ms. Parker responded that it is a prefabricated bridge made out of a concrete deck (which was coordinated with the staff at the Village of Wellington) with a roughen surface to provide traction for the horses, the bridge will contact just west of C Road.

Councilmember Miles asked was the WAWA still continuing to come through. Ms. Parker responded, yes, it is in building permitting.

Mr. Fleischmann, Planning Consultant for the Town, responded that there is a Culver's in Jupiter, and it is different from the normal fast-food restaurants because they serve complete full dinners. He also stated that the reason that Culver's is not open for breakfast is due to it being a condition of the traffic study, that they are not open during morning rush hours (peak hours). Mayor Shorr asked traffic study for what, just that POD? Mr. Fleischmann responded that the original traffic study was done for Groves Town Center PUD which include all the approved uses and it has a maximum daily trip generation uses for a.m. and p.m. peak hours and some of the trip generation is getting relatively close to the original approved amount, and one of the conditions of approval was that it does not open before 9:00 o'clock.

Councilmember Maniglia asked the Town Attorney could this be changed as the new Council? Mr. Fleischmann stated that the overall trip generation for Groves Town Center (90 acres) was approved by Palm Beach County under their TPS Ordinance. If a phase come in where those approve trips are going to be exceeded, then a new traffic study has to be done, costs and improvements generated by those excess trips will have to be paid by the developer. There is a maximum number of trips right now that the developer is trying not to exceed, and Palm Beach County will not allow with a new traffic study being done.

Councilmember Maniglia stated that she doesn't understand how they can mandate hours of a restaurant in our Town. Mr. Fleischmann responded because that is the authority that they have under the County wide traffic performance standards ordinance and that original traffic study was not done that long ago and took in consideration the expansion of Southern Blvd. Town Attorney Lenihan, stated that the answer is no at this point. She stated that there is a traffic study, and the developer has chosen to stay within the bounds of the traffic study that they are required to stay until they want to do extra work, they have to manage those trips, and to manage those trips they have limited the business to certain hours. That is how they have decided to manage it, and if Culver's has accepted as a term of their condition to come in, that is between them and the developer.

Vice Mayor Danowski asked that if the vacant spot between the dental office and Culver's turn into a breakfast facility, would it be up to the developer to decide if they want or not want it because of the overage of potential trips. Town Attorney Lenihan responded, yes. Vice Mayor

Danowski asked that the decision lies solely up to the developer. Town Attorney Lenihan responded, yes. Town Manager Titcomb responded that they have allocated those trips across multiple pods and properties so he believes they could renegotiate who get what allocation based on use. Councilmember Herzog asked is there a projection that any place within this development be of higher-class facility because as of right now there is no place to hold a function. Mr. Fleischmann responded that the balance of the properties that front on Southern Blvd. could be used in the future for another restaurant site, there are other places where restaurants can go.

Councilmember Miles asked are any of the other Culver's restaurants service breakfast. Ms. Parker responded, no. There was further discussion between the Town Council and Ms. Parker.

Mr. Fleischman gave an update on the proposed Culver's Restaurant Site Plan. Mr. Fleischmann informed the Town Council that staff finds the proposed Culver's Restaurant Site Plan consistent with the Town's Comprehensive Plan and land development regulations.

Councilmember Maniglia asked that there are two waivers for the ULDC, what is the glare. Mr. Fleischmann responded that those are standard waivers that was granted in the original PUD ordinance that just is included as a matter of fact. Councilmember Maniglia asked was these waivers done for the entire POD, Mr. Fleischmann responded the waiver was done for the entire Grove Town Center (90) acres. Vice Mayor Danowski stated that it states request the waiver, doesn't mean that it is automatically given. Mr. Fleischmann responded, yes, that is actually correct. Councilmember Maniglia asked are we trying to incorporate some contribution to security, are they willing to contribute due to the cost of the Sheriff may go up. Mr. Fleischmann responded that issue hasn't been addressed with Grove Town Center. Mr. Fleischmann stated that is something that could be discussed.

There was public comment made by Todd McLendon.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-30 subject to the Site Plan dated September 18, 2020, and Conditions of Approval included therein, as recommended by PZB and Staff; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

5. Approval of ***Ordinance No. 2021-06*** amending Article 10 definitions, abbreviations and construction of terms, Section 10-15 definitions of its Unified Land Development Code to revise the definition of height: providing for conflict, severability, codification, and an effective date.

Town Attorney Lenihan read Ordinance No. 2021-06 amending Article 10 definitions, abbreviations and construction of terms, Section 10-15 definitions of its Unified Land Development Code to revise the definition of height: providing for conflict, severability, codification, and an effective date into the record.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve Ordinance No. 2021-06 on first reading amending Article 10 definition, abbreviations and construction of terms, Section 10-15 definitions of its Unified Land Development Code to revise the definition of Height; providing for conflict, severability, codification, and an effective date; it was voted as follows; Ayes: Mayor Shorr, Vice

Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

6. Approval of ***Ordinance No. 2021-05*** amending Article 1, in General, and Article III, Collection of Waste Franchises and Registration of Contractors authorized, of Charter 38, Solid Waste, Loxahatchee Groves Code; providing for conflict; providing for severability; providing for codification; and providing an effective date.

Town Attorney Lenihan read Ordinance No. 2021-05 amending Article 1, in General, and Article III, Collection of Waste Franchises and Registration of Contractors authorized, of Chapter 38, Solid Waste, Loxahatchee Groves Code; providing for conflict; providing for severability; providing for codification; and providing an effective date into the record.

Town Clerk Burch stated that she received two public comments via email and asked Town Council would it be received and filed.

Motion was made by Mayor Shorr seconded by Councilmember Maniglia to receive and file public comments that was sent via email to Town Clerk Burch; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Town Attorney Lenihan reviewed and updated the Town Council on the changes of the ordinance. Councilmember Maniglia stated what she was getting calls about regarding this ordinance was that the Sheriff can't just step on your property without, why should the Town, she thinks that was the problem because health and safety was not added to this, now it coincides with nuisance abatement ordinance. Mayor Shorr asked if its health and safety, we are not the health and safety police or are we, do we fall under Palm Beach County Health Department. Town Attorney Lenihan responded that it is not a Health Department, health, and safety issue it is the public health and safety welfare which is one of the police powers of local government, so you do have that authority that's part of your code enforcement and nuisance abatement procedures and codes that is why you do those things because it's in the public health safety and welfare. Mayor Shorr stated that this goes through the code enforcement process. Town Attorney Lenihan responded. Vice Mayor Danowski asked could this be taken back to the beginning and asked a question who decides who has too much trash. Town Attorney Lenihan responded. There was continued conversation between Town Council and Town Attorney Lenihan.

Councilmember Maniglia asked is Coastal willing to educate on this matter. Town Attorney Lenihan responded, yes.

Councilmember Miles stated that this will give the Town teeth.

There were public comments made by Katie Lakeman, Robert Miller, and Cassie Suchy.

Mayor Shorr stated that in this type of situation people run askew with something that is not true, it is a process to communicating with the property owner. Try to get people to try to clean up themselves. Thanked the people who bought it up. Definitely clean up the language.

Councilmember Herzog asked about page 268 section referring to the Town Manager, doesn't tell her anything, she suggested it should be a person that is contracted for the Town of

Loxahatchee Groves. Town Manager responded it is referring to what Town Manager means as a narrative. Town Attorney Lenihan also responded. Councilmember Herzog also asked about the numbering when removing content.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve Ordinance No. 2021-05 amending Article 1, in General, and Article III, Collection of Waste Franchises and Registration of Contractors authorized, of Charter 38, Solid Waste, Loxahatchee Groves Code; providing for conflict; providing for severability; providing for codification; and providing an effective date and with changes given to the Town Attorney; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia and Miles. Motion passed unanimously.

REGULAR AGENDA

7. Approval of ***Resolution No. 2021-32*** establishing the Town's preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for the fiscal year beginning October 1, 2021, proposed at \$450/unit for residential curbside service which is the same rate as for FY 2021, the current year.

Town Manager Titcomb presented the item to Town Council. He stated that these are resolutions, at the moment we are going through a ministerial exercise to confirm solid waste collection rates. The proposed rate of \$450 per unit is set at the same rate as the same rate as in FY 2020-2021. He explained once these are set, it is the maximum, only can reduce.

Councilmember Maniglia stated that she would like to consider that we need to pay close attention to our recycling in the next year. Not sure it is all getting collected and it is something we supposed to be getting a credit and maybe we should be doing on our own, where people bring their own. Mayor Shorr stated he feels we should emphasize the two-compartment truck. It just makes sense.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-32 establishing the Town's preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for the fiscal year beginning October 1, 2021, proposed at \$450/unit for residential curbside service; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

8. Approval of ***Resolution No. 2021-33*** establishing the Town's preliminary ad valorem millage rate of 3 mills for Truth-in-Millage ("TRIM") purposes for the fiscal year beginning October 1, 2021, proposed at 3 mills which is the same rate as for FY 2021, the current year.

Town Manager Titcomb presented the item to Town Council and stating it is for Truth-in-Millage (TRIM) at 3 mills. Tonight, is to set the maximum rate.

Motion was made by Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-33 establishing the Town's preliminary ad valorem millage rate of 3 mills for Truth-in-Millage ("TRIM") purposes for the fiscal year for the fiscal year beginning October 1, 2021, proposed at 3 mills; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Councilmember Maniglia stated that we need to stay on course to continuing paving roads.

Motion was made by Councilmember Maniglia seconded by Mayor Shorr to recess the Regular Town Council Meeting at 8:16 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

The Town Council will sit as the Board of Supervisors for the Loxahatchee Groves Water Control Dependent District for item 9.

9. Approval of ***Resolution No. 2021- DD03*** establishing the district's preliminary Road & Drainage non-ad valorem assessment rate for the fiscal year beginning October 1, 2021, proposed at \$200/unit which is the same rate as for FY 2021, the current year.

Board of Supervisor Chairperson Danowski called the Loxahatchee Groves Water Control Dependent District to order at 8:16 p.m.

Town Manager Titcomb presented the item.

There was public comment made by Todd McLendon.

Councilmember Maniglia asked are these the properties at the corner of Southern Blvd. and Crestwood, she asked the Town Attorney can they be assessed. Town Attorney Lenihan responded let her look into this.

District Chair Danowski asked if the 200.00 dollars assessment fee could be explained what the assessment is for. Town Attorney Lenihan responded by stating that it is stated in the resolution then went to name them but all for roadway and drainage improvements and maintenance. District Chair Danowski asked should this 200.00 an acre assessment be assigned uniformly across our town or should there be another assessment be assigned to properties that have zero access to town roads. Town Attorney Lenihan responded it is up to the Board to decide how they want to access, but this is being carried forward as an approved method of assessment. District Chair Danowski stated that there is precedent in the state of Florida where a uniform assessment was applied universally and properties that do not have access to town roads a case was brought forward and was found in their favor that their assessment was being assigned improperly. Town Attorney Lenihan responded that this assessment is more than about roads and we would have to look at all properties, and we would look into it. There was further discussion among District Chair Danowski and Town Attorney Lenihan.

Board of Supervisor Member Herzog stated that she thought it was a rule or regulation that you could not have a land lock piece of property so how are they assessing property that you have no ingress/egress. Town Attorney Lenihan responded that you cannot have a land lock piece of property, but you can have property that does not have direct access to a road it could be accessing a road through an easement, but they would have to have physical ingress/egress from their property but not necessary to a road. Town Manager Titcomb also responded to Board of Supervisor Member Herzog concern. There was discussion among the Board of Supervisors.

Motion was made by Board of Supervisor Member Shorr seconded by Board of Supervisor Member Maniglia to approval Resolution No. 2021-DD03 establishing the district's preliminary Road & Drainage non-ad valorem assessment rate for the fiscal year beginning October 1, 2021, proposed at \$ 200/unit; it was voted as follows: Ayes:

Board of Supervisor Chairperson Danowski, Board of Supervisor Treasurer Herzog, Board of Supervisor Members Maniglia, Miles and Shorr. Motion passed unanimously.

Motion was made by Board of Supervisor Member Shorr seconded by Board of Supervisor Member Maniglia to adjourn the Loxahatchee Groves Water Control Dependent District Meeting at 8:30 p.m.; it was voted as follows: Ayes: Board of Supervisor Chairperson Danowski, Board of Supervisor Treasurer Herzog, Board of Supervisor Members Maniglia, Miles and Shorr. Motion passed unanimously.

Mayor Shorr reconvenes the Town Council meeting at 8:30 p.m.

10. Discussion of Road Abandonment Memo. **PULLED FROM THE AGENDA AND RESCHEDULED TO A LATER DATE**

11. Paving Estimates for Minor Roads:

- | | |
|--------------------------------|----------|
| a. 22 nd Road North | \$38,621 |
| b. Flamingo Road | \$24,637 |
| c. Los Angeles Drive | \$24,637 |
| d. Paradise Trail | \$24,520 |
| e. Raymond Drive | \$51,205 |
| f. San Diego Drive | \$37,460 |

Town Manager Titcomb presented the item by stating that he was reporting on behalf of Mr. Peters in his absence and that at the June 20, 2021, the Town Council requested that staff prepare a cost estimate for six (6) minor road segments, to include, Raymond Drive, Los Angeles Drive, Sand Diego Drive, 22nd Road North, Flamingo Road, and Paradise Trail. He stated that Mr. Peters used various quotes and metrics from other projects were doing and conversation with various providers of these services and has provided working estimates of those roads' segment, where this may be helpful to Town Council is during budgeting. Mr. Titcomb stated that staff requests that Town Council provide direction as to which road segments maybe improved and a timeframe for each, and funding will be addressed as part of the budget process. He also stated that from pages 333 to 338. (Listed below)

Cost Estimate for Paving of Minor Roads: 22nd Rd N. off C Rd- 0.244

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00*

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 645.0 tons= \$ 6,772.50

Equipment

Grader to Distribute and Build Crown (IKS) \$ 175.00*

Water Truck to Water Material Prior to Rolling (IKS)	\$ 218.00*
Roller to Compact Roadway (Rental)	\$ 732.00*
Sub-Total Materials	\$ 8,217.50

Man Hours (IKS)

Grader Operator	\$ 300.00*
Water Truck Operator/Roller Operator	\$ 300.00*
Sub-Total Man Hours	\$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT	\$ 2,000.00*
Tack @ \$.45/sq yd. x 2,147 sq yd.=	\$ 966.15
Pave @ \$12.50/sq yd. x 2,147 sq yd.=	\$26,837.50
Paving Sub-Total	<u>\$29,803.65</u>
Project Grand Total	\$38,621.15

Note: There is currently adequate drainage on the North side of 22nd Dr N. in order to provide drainage for the crowned roadway, however one 10"x20 ft. long HDPE drain will need to be replaced.

(*) All costs associated with the asterisk's can be shared equally amongst the residents of Flamingo, Paradise and 22nd Rd N. if all roads are done in conjunction.

Cost Estimate for Paving of Minor Roads: Flamingo Dr- 0.151miles

MOT- 2men @ \$20.00/hr. x 8hrs.=	\$ 320.00*
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Placement of Base rock

Material provided and delivered by PB Agg.	
FDOT #11 @ \$10.50 /ton x 322.0 tons=	\$ 3,381.00

Equipment

Grader to Distribute and Build Crown (IKS)	\$ 175.00*
Water Truck to Water Material Prior to Rolling (IKS)	\$ 218.00*
Roller to Compact Roadway (Rental)	\$ 732.00*

Sub-Total Materials \$ 4,826.00

Man Hours (IKS)

Grader Operator \$ 300.00*

Water Truck Operator/Roller Operator \$ 300.00*

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT \$ 2,000.00*

Tack @ \$.45/sq yd. x 1,329 sq yd.= \$ 598.05

Pave @ \$12.50/sq yd. x 1,329 sq yd.= \$ 16,612.50

Paving Sub-Total \$19,210.55

Project Grand Total \$24,636.55

Note: There is currently adequate drainage on Flamingo Dr. in order to provide drainage for the crowned roadway.

(*) All costs associated with the asterisk's can be shared equally amongst the residents of Flamingo, Paradise and 22nd Rd N. if all roads are done in conjunction.

Cost Estimate for Paving of Minor Roads: Los Angeles Dr 0.214 miles

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 430.0 tons= \$ 4,515.00

Equipment

Grader to Distribute and Build Crown (IKS) \$ 175.00

Water Truck to Water Material Prior to Rolling (IKS) \$ 218.00

Roller to Compact Roadway (Rental) \$ 732.00

Sub-Total Materials \$5,960.00

Man Hours (IKS)

Grader Operator	\$ 300.00
Water Truck Operator/Roller Operator	\$ 300.00
Sub-Total Man Hours	\$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT	\$ 2,000.00
Tack @ \$.45/sq yd. x 1,883 sq yd.=	\$ 847.35
Pave @ \$12.50/sq yd. x 1,883 sq yd.=	\$23,537.50
Paving Sub-Total	<u>\$26,384.85</u>
Project Grand Total	\$32,944.85

Note: There is not currently adequate drainage on either side of Los Angeles Drive in order to provide drainage for the crowned roadway. Drainage swales and Driveway culverts will be required for proper drainage of Los Angeles Dr.

Cost Estimate for Paving of Minor Roads: Paradise Trail- 0.150

MOT- 2men @ \$20.00/hr. x 8hrs.=	\$ 320.00*
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Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 322.0 tons=	\$ 3,381.00
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Equipment

Grader to Distribute and Build Crown (IKS)	\$ 175.00*
Water Truck to Water Material Prior to Rolling (IKS)	\$ 218.00*
Roller to Compact Roadway (Rental)	\$ 732.00*
Sub-Total Materials	\$ 4,826.00

Man Hours (IKS)

Grader Operator	\$ 300.00*
Water Truck Operator/Roller Operator	\$ 300.00*

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT	\$ 2,000.00*
Tack @ \$.45/sq yd. x 1,320 sq yd.=	\$ 594.00
Pave @ \$12.50/sq yd. x 1,320 sq yd.=	\$16,500.00
Paving Sub-Total	<u>\$19,094.00</u>
Project Grand Total	\$24,520.00

Note: There is currently adequate drainage on Flamingo Dr. in order to provide drainage for the crowned roadway.

(*) All costs associated with the asterisk's can be shared equally amongst the residents of Flamingo, Paradise and 22nd Rd N. if all roads are done in conjunction.

Cost Estimate for Paving of Minor Roads: **Raymond Dr.- 0.327 miles**

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$11.15 /ton x 860.0 tons= \$ 9,890.00

Equipment

Grader to Distribute and Build Crown (IKS)	\$ 175.00
Water Truck to Water Material Prior to Rolling (IKS)	\$ 218.00
Roller to Compact Roadway (Rental)	\$ 732.00
Sub-Total Materials	\$ 11,335.00

Man Hours (IKS)

Grader Operator	\$ 300.00
Water Truck Operator/Roller Operator	\$ 300.00

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT \$ 2,000.00

Tack @ \$.45/sq yd. x 2,878 sq yd.= \$ 1,295.10

Pave @ \$12.50/sq yd. x 2,878sq yd.= \$35,975.00

Paving Sub-Total \$39,270.10

Project Grand Total \$51,205.10

Note: There is currently adequate drainage on each side of Raymond Dr. in order to provide drainage for the crowned roadway.

Cost Estimate for Paving of Minor Roads: San Diego Dr 0.214 miles

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 860.0 tons= \$ 9,030.00

Equipment

Grader to Distribute and Build Crown (IKS) \$ 175.00

Water Truck to Water Material Prior to Rolling (IKS) \$ 218.00

Roller to Compact Roadway (Rental) \$ 732.00

Sub-Total Materials \$10,475.00

Man Hours (IKS)

Grader Operator \$ 300.00

Water Truck Operator/Roller Operator \$ 300.00

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT \$ 2,000.00

Tack @ \$.45/sq yd. x 1,883 sq yd.=	\$ 847.35
Pave @ \$12.50/sq yd. x 1,883 sq yd.=	\$23,537.50
Paving Sub-Total	<u>\$26,384.85</u>
Project Grand Total	\$37,459.85

Note: There is currently adequate drainage on each side of San Diego Drive in order to provide drainage for the crowned roadway.

Town Attorney Lenihan stated that as an alternate that Town Council can take these for informational purposes and can have these further discussions as is to time and priorities as we bring forward the budget and road prioritization or can wait until we get hard quotes from vendors that Mr. Peters ran out of time getting for this meeting. There are a lot of different things that can be done with this.

Councilmember Maniglia stated that she suggests for Town Council discussion that they are still roads on the plate getting done and perhaps this can be done on the FY 22/23 year. Mayor Shorr commented that it was told to Asst. Town Manager Ramaglia to look into different options for assessing based on per acreage, per residential unit, traffic. Then he continued to give an example. Looking forward to developing a program that works. Councilmember Miles stated that it depends on how many people live on the road they may decide to just get together and pave the road.

There was a request to Town Attorney Lenihan to bring back a resolution to Town Council with more details.

Mayor Shorr asked Town Attorney Lenihan would this resolution be done within the next two weeks, Town Attorney Lenihan responded, no and gave an explanation.

Captain Turner presented an update to the Town Council regarding the Palm Beach County Sheriff Office (PBCSO). There was discussion among the Town Council and Captain Turner and Town Manager.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Update on 143rd Road
- Removable of Roads on the Gas Tax
- Chili Cook-off (formalize)

Laura Danowski (Seat 2)

- Corner of North E & North North Road
- South D Road
- Back to School Backpack (can get clear backpacks from Amazon)

Marianne Miles (Seat 3)

- Being a good neighbor
- Blasting on Facebook (will not take part)
- Great time at Chili Cook-Off

Marge Herzog (Seat 5)

- Adopt-A-Road
- Church on “E” Road
- Equestrian Trail continues east of Fire Station.

Mayor Robert Shorr (Seat 4)

- Participating in Chili Cook-Off and Clean-Up
- Tractor
- Trail

There was consensus to have a resolution bought back for approval naming the trail by the Fire Station after Ron Jarriel.

TOWN STAFF COMMENTS

Town Manager

- Spoke about FLC Annual Conference (August 12-14, 2021)
- Webinar on Ethics (July 14th)
- Vacation

Assistant Town Manager

- No Comment

Town Attorney

- Spoke about making both meetings Regular Meetings.

There was a consensus by Town Council to have 1st and 3rd Tuesdays Regular Meetings with Community Resident Workshops starting an hour before.

Public Works Director

- No comment

Town Clerk

- Back to School Backpack Drive By (July 31st from 9:00 a.m. to Noon)

ADJOURNMENT

There being no further business meeting was adjourned at 9:31p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Robert Shorr, Mayor

Laura Danowski, Vice Mayor

Phillis Maniglia, Council Member

Marianne Miles, Council Member

Margaret Herzog, Council Member



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY RESIDENT WORKSHOP
JUNE 21, 2022

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 6:04 p.m.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles, and Margaret Herzog, Interim Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Absent: Town Clerk Lakisha Burch.

COMMENTS FROM THE PUBLIC

Vice Mayor Danowski thanked staff for the Loxahatchee Groves Family Fun Day event.

- Shout to resident Karen Plant for promoting the event on social media

Councilmember Maniglia

- Palm Beach County Sheriff Office (PBSO) Helicopter in the area this weekend for an accident that ended on South C Road and Southern Boulevard. She would like to find out from PBSO if the storage facility hindered the search.

There were public comments from Virginia Standish.

Virginia Standish

- Correct meeting date
- Questions she is asked as a real estate agent.
 - Potential buyers want to know why they cannot have trucks/waste facilities while others do.
- Suggestions/Incentives for bona fide agricultural people who keep trees on their property
- No Crossovers on Okeechobee
- No Walkways/bikes/horses
 - Stall mate- What are we doing to make the community accessible to walk/ride
- Land clearing/registration
 - Penalty for clearers not just the owner. Town Manager Ramaglia advised that the ordinance establishes the hauler permit requires a report on the 5th of the subsequent month and provide a log with an affidavit and load ticket.

She noted that all the reports are not received in a timely basis, and we have to go out to scout them out.

Councilmember Maniglia mentioned that Code Enforcement was supposed attend meetings; she has not seen them in meetings. She would like to see Code Enforcement management attend at least (1) one of the (2) two meetings a month.

Town Manager Ramaglia said the company has been asked to attend the meetings; provide an annual report and she noted that some of those reports are being reviewed now and can shared at the next Council meeting. She noted that 106 code cases were opened, 77 closed, 29 remain open; and four (4) went before the magistrate this year. She noted the primary reasons for cases being opened for Food and Drug Administration (FDAs), Clearing, Building permits and Business Tax Registration (BTRs).

Mayor Shorr commented a lot is happening and Council does not receive a report on it. Ms. Ramaglia commented we will be posting on the website.

Councilmember Maniglia

- Permit Box
 - Ms. Ramaglia advised that an ordinance is being worked on that is similar to manure permitting for land clearing.

Mayor Shorr inquired about a Public Works update.

Mario Matos, Assistant Public Works Director

- Road condition complaints
 - South C Road
- Clearing ditches for drainage
- Road Maintenance/Washouts
 - North E Road - need to finish; pretty much done on D Road North of Southern Boulevard close to Royal Palm; there was a big washout next to Boonies; just need to add sod.
 - A Road was done
 - Manure showed up again on A Canal close to Okeechobee Boulevard; trying to extract it from the canal. Vice Mayor Danowski inquired about game cameras. Town Manager Ramaglia mentioned that we have talked to PBSO about putting up cameras and we have to follow back up with them; She mentioned that cameras were donated however PBSO said we cannot use them we have to stay with their program. Councilmember Maniglia inquired who the neighbors are in the area as they may have cameras. She would like to talk with Mr. Matos later about it. Mr. Mato commented it always shows up off North A.

There was discussion between Town Council and Mr. Matos on manure.

Mayor Shorr

- Hurricane prep
- Councilmember Miles
- Notifying residents on A Road about dumping
- She asked Ms. Ramaglia if an alert can be sent out. Ms. Ramaglia advised it can be sent out to A Road and the whole Town. She noted information was just sent out to nurseries for registering. Councilmember Maniglia inquired if PBSO can park in the area and watch if they are not on a call. Ms. Ramaglia noted that there are certain hours allowed for dumping; there would be fines. Councilmember Maniglia inquired if PBSO has the authority to pull over trucks and ask if they are a vendor in the Town. Ms. Ramaglia mentioned that a number of conversations have been had with PBSO and their ability to enforce our livestock waste ordinances and they are not able to; they believe it is a Code Enforcement violation that we have to manage and address.

There was discussion between Town Council and Town Manager Ramaglia on hauling hours and having another conversation with PBSO and Code Enforcement.

ADJOURNMENT

The workshop was adjourned at 6:35 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

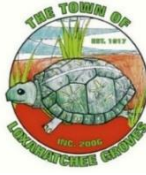
Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

Phillis Maniglia, Council Member

Marianne Miles, Council Member

Margaret Herzog, Council Member



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
JULY 5, 2022**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:01 p.m.

COMMENTS FROM THE PUBLIC

There were public comments made by the following Nick Gordon, Paul Coleman, Virginia Standish, Cassie Suchy

Nick Gordon

- Permit Fees

Councilmember Maniglia requested Mr. Gordon to take a log of whom he speaks to within the Town; therefore, Council will know to whom he is getting the information and whether he is getting the correct information. She inquired whether there is a way to make the process less challenging. Councilmember Maniglia asked Town Manager Ramaglia for her input. Town Manager Ramaglia said that she would have to look into it, and she thanked Mr. Gordon for his easement. Town Manager Ramaglia advised she would like to work with Mr. Gordon outside of the meeting to work through it and she will report back to Council. Mayor Shorr commented he does not understand why a \$500 right-of-way fee would have been submitted; this would be for a new driveway. Town Manager Ramaglia said that she would have to take a look at this to see why the \$500 fee was submitted. Mayor Shorr said that if it is not correct to refund Mr. Gordon. Councilmember Maniglia asked Mr. Gordon when he started the process. Mr. Gordon responded maybe back in March that is a rough estimate; do not quote him on it.

There was a consensus to have staff look into how this process can be done regarding the paving of an existing driveway

Paul Coleman

- Driveway fees
- Procedures during public comment

Mayor Shorr said that there are always public comments during a hearing.

Virginia Standish

- Town Crier - Acreage Picnic (Invite of District 6 Candidates)

Town Manager Ramaglia said she would ask the Town Clerk whether District 6 candidates were invited to the Town picnic. Ms. Standish said that she would appreciate if candidates were invited to events. Vice Mayor Danowski asked Ms. Standish about the picnic. Ms. Standish replied that it was for the Acreage; she was inquiring if the Town asked

Cassie Suchy

- Flooding
- Public Records

Town Clerk Burch explained the public records process and mentioned if any debts are owed the debts must be paid and then the records are released. Ms. Suchy stated that she has been waiting over a year on a couple and mentioned the 5-day notice of intent. She inquired who can she contact. Town Clerk Burch advised Ms. Suchy that she is still the Records Management Liaison and advised Ms. Suchy she can contact her; she will have the Senior Administrative Coordinator look into it. Councilmember Maniglia inquired if Ms. Suchy needs to resend some of the emails. Town Clerk Burch responded no; she will review the log for the status and if there is an issue the Clerk's Office will contact Ms. Suchy to speak about it.

Vice Mayor Danowski asked Ms. Suchy what roads the flooding is on. Ms. Suchy responded her neighbors.

There was further discussion between Vice Mayor Danowski, Councilmember Maniglia, Town Manager Ramaglia, and Ms. Suchy.

Councilmember Miles

- water on the waters.

Councilmember Maniglia

- Floodplain Development Application (FDA)
- Berms
- Roads

Mayor Shorr

- Flood Elevation

Town Manager Ramaglia

- 2017 Study
 - She noted that there are between 300 to 350 spots within the Town that flood
- 30 Catch basin, drainage, and swells
 - Reinstating some type of drainage mechanism for 300 locations.

Councilmember Maniglia asked Randy Wertepny of Keshavarz & Associates what is being done about the homes and roads that are pre-existing and not on the floodplain level.

Mr. Wertepny noted the flood plain compensating storage and stated it is not new to the Town; he said it is actually C-51 basin that is state law. He noted what is enforced when looking at the flood plain applications.

Mayor Shorr advised Mr. Wertepny to please stick to the question as it is in the old neighborhoods.

Councilmember Maniglia commented no; it is throughout the entire Town.

Mayor Shoor commented on the houses Off Collecting Canal Road.

There was discussion between Mayor Shoor, Councilmember Maniglia, and Mr. Wertepny on the floodplain compensating.

Mayor Shorr requested to take a one-minute break.

Town Clerk Burch commented on public comments.

Mayor Shorr advised that the public could still do public comments.

ADJOURNMENT

The workshop was adjourned at 6:29 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY RESIDENT MEETING MINUTES
AUGUST 2, 2022**

Meeting audio available in Town Clerk's Office

Recording started at 6:07p.m.

CALL TO ORDER

Vice Mayor Danowski called meeting to order at 6:00 p.m.

COMMENTS FROM THE PUBLIC

There were public comments made by the following: Robert Austin, Marcia Andrews, and Virginia Standish.

Mr. Austin addressed the Council speaking about the trailer park on Hyde Park- do not reduce the fine. Airplane noise- Mr. Austin stated that he had gone to the Airport Noise Abatement Meeting. Councilmember Maniglia responded to Mr. Austin that the Town has been aware of his first complaint. She also stated that she is upset about the issue and that the RV ordinance has been signed. She also stated we had a lobbyist that was looking into the problem of the airplane noise. Vice Mayor Danowski also responded to Mr. Austin's concern regarding the Airport noise. FLC has a noise pollution committee, will look up document and forward to him. Mr. Austin also responded to the RV ordinance, stated that it shouldn't be year-round. Councilmember Maniglia responded to Mr. Austin, concern regarding RV.

Marcia Andrews, current District 6 School Board Member addressed the Town Council by introducing herself. Ms. Andrews mentioned the partnership with Palm Beach State College, Loxahatchee Groves Elementary School (STEAM school) and the Town. Ms. Andrews stated that an Education Advisory Board with Loxahatchee Groves Elementary has started. She also stated that Loxahatchee Groves Elementary (LGE) is an A rated school, appreciate the partnership with the Town and she enjoys working with the Town. She also expresses that she enjoyed being a part of the Bookbag-Give-A-Way. Vice Mayor Danowski thanked Ms. Andrews and asked would she please talk about the expansion and new schools in the Western Community. Ms. Andrews responded, yes stating that there is a going to be a new elementary school in Westlake, a new high school right pass Northlake and new elementary school in Arden. Ms. Andrews stated that there are excellent schools in this area (Western Communities).

Councilmember Herzog asked how the new boundaries would be made- Ms. Andrews responded that there will be a boundaries committee formed, then the School Board will have the final decision. Councilmember Herzog asked is there a middle school being planned for this area? Ms. Andrews responded stating that with the STEAM program would like to keep the students at

Loxahatchee Groves Elementary. Councilmember Herzog asked about the middle school that are surrounding us would it be easier to transport our kids to. Ms. Andrews responded.

Councilmember Maniglia stated she wished she had Ms. Andrews energy and thanked her for her work.

Virginia Standish commented about not having access to Western Pine Middle School.

ADJOURNMENT

There being no further business the meeting adjourned at 6:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Interim Town Manager

DATE: August 5, 2022

SUBJECT: Consideration of Resolution No. 2022-45 regarding Ratification of Expenditures in Excess of \$25,000.00

Background:

Section 2-134(c), Loxahatchee Groves Code requires Town Council approval of expenditures to any vendor in excess of \$25,000 within a fiscal year. The cumulative annual spending for the following vendors exceeds the \$25,000 threshold in total during FY 2022 to date or are expected to exceed the threshold by year end.

Vendor	Purpose	Total Spending FY 22	
		YTD Actual	Anticipated
LSSL, Inc.	Independent Accounting Services	\$27,090	\$35,000
Florida Municipal Insurance Trust	General Liability/Property & Casualty/E&O/Inland Mitigation	\$160,047	\$160,047
Florida Blue (Blue Cross Blue Shield)	Medical insurance coverage for employees. Coverage Date is January 1, 2022, to January 1, 2023(Employer pays the basic premium and employees pays for family and upgrade (for family and upgrade Town is used a pass through)	\$74,403.09	\$98,403.09
Florida Division of Retirement (FRS)	Retirement Plan for Employees (Town pays 10.82% for Regular Employees and 29.01% of Senior Employees per pay period (<i>Senior Employee is Asst. Town Manager and Public Works Director</i>) Employees pay 3% of gross income per pay period	\$57,433.93	\$111,733.00

Recommendations:

Move to approve **Resolution No. 2022-45** ratifying the purchase of goods and services in excess of \$25,000 from various vendors, as listed therein.

RESOLUTION NO. 2022-45

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING EXPENDITURES IN EXCESS OF \$25,000, AS SHOWN ON THE ATTACHED COMPOSITE EXHIBIT "A" AND AUTHORIZING THE PAYMENT FOR SUCH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town has purchased goods services from various vendors; and

WHEREAS, the Town Manager has authorized the purchase of the goods and services as such has been necessary for the operations of the Town; and

WHEREAS, the goods and services from various vendors, as reflected on Exhibit "A", attached hereto, have or are anticipated to exceed \$25,000, per project, per vendor, during the fiscal year; and

WHEREAS, pursuant to Section 2-134(c), Loxahatchee Groves Code, such expenditures require approval of Town Council; and

WHEREAS, the Town Council finds it is in the best interest of the Town to ratify the expenditures, and finds that authorizing the purchase of the goods and services from various vendors in an amount exceeding \$25,000, as reflected on Exhibit "A" is in the best interest of the Town.

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 ratifies the purchase of goods and services in excess of \$25,000, from various vendors as listed below and reflected in the attached Exhibit "A" to this Resolution.

Vendor	Purpose	Total Spending FY 22	
		YTD Actual	Anticipated
LSSL, Inc.	Independent Accounting Services	\$27,090	\$35,000
Florida Municipal Insurance Trust	General Liability/Property & Casualty/E&O/Inland Mitigation	\$160,047	\$160,047
Florida Blue (Blue Cross Blue Shield) Medical Insurance	Medical insurance coverage for employees Coverage Date is January 1, 2022, to January 1, 2023(Employer pays the basic premium and employees pays for family and upgrade (for family and upgrade Town is used a pass through)	\$74,403.09	\$98,403.09
Florida State Retirement System	Retirement Plan for Employees (Town pays 10.82% for Regular Employees and 29.01% of Senior Employees per pay period (<i>Senior Employee is Asst. Town Manager and Public Works Director</i>) Employees pay 3% of gross income per pay period	\$57,433.93	\$111,733.00

Section 3. 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>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGE HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, 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 _____ 2022.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

Marge Herzog, Council Member

APPROVED AS TO LEGAL FORM:

Marianne Miles, Council Member

Office of the Town Attorney

Phillis Maniglia, Council Member

EXHIBIT “A”

Florida Blue

Florida Blue	10/01/2021	Insurance for employees	001-12-51-512-52300	Health and Life Insurance	\$1,212.70
75336694	Invoice	Paid			
10/01/2021	Insurance for employees	105-50-53-538-52300	Health and Life Insurance	\$6,242.41	
75336695	Invoice	Paid			
			001-12-51-512-52300	Health and Life Insurance	\$1,559.96
10/18/2021	Insurance for employees	001-12-51-512-52300	Health and Life Insurance	\$3,015.42	
75336694	Invoice	Paid			
10/18/2021	Insurance for employees	105-50-53-538-52300	Health and Life Insurance	\$6,242.41	
75336695	Invoice	Paid			
			001-12-51-512-52300	Health and Life Insurance	\$1,559.96
12/01/2021	Health Insurance- Town Hall and Public	105-50-53-538-52300	Health and Life Insurance	\$5,119.22	
009855169729	Invoice	Paid			
			001-12-51-512-52300	Health and Life Insurance	\$4,539.68
01/01/2022	Health Insurance-Employees	001-12-51-512-52300	Health and Life Insurance	\$2,600.28	
75518208	Invoice	Paid			
			105-50-53-538-52300	Health and Life Insurance	\$3,288.98
02/01/2022	Health Insurance-Employees	001-12-51-512-52300	Health and Life Insurance	\$1,940.87	
75550929	Invoice	Paid			
			105-50-53-538-52300	Health and Life Insurance	\$5,010.75
03/01/2022	Health Insurance-Employees	001-12-51-512-52300	Health and Life Insurance	\$1,940.87	
75605623	Invoice	Paid			
			105-50-53-538-52300	Health and Life Insurance	\$4,521.99
04/01/2022	Health Insurance-Employees	001-12-51-512-52300	Health and Life Insurance	\$1,940.87	
75658822	Invoice	Paid			
			105-50-53-538-52300	Health and Life Insurance	\$6,360.38
05/02/2022	Monthly Health Insurance for Town Em	001-12-51-512-52300	Health and Life Insurance	\$1,940.87	
75711924	Invoice	Paid			
			105-50-53-538-52300	Health and Life Insurance	\$7,026.19
06/01/2022	Health Insurance-Town Employees	001-12-51-512-52300	Health and Life Insurance	\$1,940.87	
75765015	Invoice	Paid			
			105-50-53-538-52300	Health and Life Insurance	\$6,398.41

Totals for Florida Blue: \$74,403.09

Florida Division of Retirement (FRS)

Florida Division of Retirement	11/24/2021	Oct2021 FRS Plus late fee's	001-12-51-512-53400	Other Services	\$1,625.01
Oct'2021	Invoice	Paid			
			001-12-51-512-52200	Retirement FRS	\$4.45
			105-50-53-538-52200	Retirement FRS	\$287.61
			105-50-53-538-52200	Retirement FRS	\$4,755.81
			001-12-51-512-52200	Retirement FRS	\$243.11
			001-12-51-512-52200	Retirement FRS	\$4,727.63
03/04/2022	January FRS totals- Town Employees	001-12-51-512-52200	Retirement FRS	\$4,918.07	
220620464582	Invoice	Paid			
			105-50-53-538-52200	Retirement FRS	\$5,842.85
03/23/2022	February 2022 FRS totals	001-12-51-512-52200	Retirement FRS	\$4,990.46	
220810470562	Invoice	Paid			
			105-50-53-538-52200	Retirement FRS	\$6,390.21
03/25/2022	March 2022- FRS payment	001-12-51-512-52200	Retirement FRS	\$5,069.71	
220830470987	Invoice	Paid			
			105-50-53-538-52200	Retirement FRS	\$6,750.15
05/06/2022	FRS Payment for April payroll	001-12-51-512-52200	Retirement FRS	\$5,053.11	
221250484505	Invoice	Paid			

Florida Municipal Insurance Trust (FMIVT)

Florida Municipal Insurance Trust	10/01/2021	Renewal Insurance 21/22	105-50-53-538-52200	Retirement FRS	\$6,775.75
XX-XXX4243	INV-34456-X4N0	Invoice Paid		Totals for Florida Division of Retirement (FRS):	\$57,433.93
XX-XXX4243	10/25/2021	B-2 General Liability	001-00-15-151-10510	Prepaid Insurance	\$134,026.00
XX-XXX4243	ANC-10304D-2022	Invoice Paid	001-32-51-519-54500	Insurance	\$555.00
XX-XXX4243	12/01/2021	Property Coverage	001-32-51-519-54500	Insurance	\$572.00
XX-XXX4243	34940-R2M0	Invoice Paid			
XX-XXX4243	08/01/2022	Balance remaining on Insurance Policy	001-32-51-519-54500	Insurance	\$24,894.00
XX-XXX4243	1197	Invoice Pending		Totals for Florida Municipal Insurance Trust (FMIVT):	\$160,047.00

LSSL INC

LSSL INC	01/18/2022	Remote Consulting Services for FY2021	105-50-53-538-53200	Accounting and Auditing	\$1,741.50
XX-XXX4869	1008	Invoice	Paid		
			001-14-51-513-53200	Accounting and Auditing	\$1,741.50
	02/25/2022	Auditing services for FY 2022	105-50-53-538-53200	Accounting and Auditing	\$2,322.00
XX-XXX4869	1009	Invoice	Paid		
			001-14-51-513-53200	Accounting and Auditing	\$2,322.00
	05/02/2022	Remote consulting services FY 2021	105-50-53-538-53200	Accounting and Auditing	\$2,311.25
XX-XXX4869	1010	Invoice	Paid		
			001-14-51-513-53200	Accounting and Auditing	\$2,311.25
	05/23/2022	Remote Consulting Services- FY2021	105-50-53-538-53200	Accounting and Auditing	\$2,101.63
XX-XXX4869	1011	Invoice	Paid		
			001-14-51-513-53200	Accounting and Auditing	\$2,101.62
	05/23/2022	Remote Consulting Services- FY2021	105-50-53-538-53200	Accounting and Auditing	\$2,956.25
XX-XXX4869	1012	Invoice	Paid		
			001-14-51-513-53200	Accounting and Auditing	\$2,956.25
	07/11/2022	Audit assistance-May	105-50-53-538-53200	Accounting and Auditing	\$2,112.38
XX-XXX4869	1013	Invoice	Paid		
			001-14-51-513-53200	Accounting and Auditing	\$2,112.37
Totals for LSSL INC:					<u>\$27,090.00</u>

Item 4.

Florida Blue			
Florida Blue	10/01/2021	Insurance for employees	001-12-51-51 Health and Life Insurance
	75336694	Invoice	Paid
	10/01/2021	Insurance for employees	105-50-53-53 Health and Life Insurance
	75336695	Invoice	Paid
	10/18/2021	Insurance for employees	001-12-51-51 Health and Life Insurance
	75336694	Invoice	001-12-51-51 Health and Life Insurance
	10/18/2021	Insurance for employees	105-50-53-53 Health and Life Insurance
	75336695	Invoice	Paid
	12/01/2021	Health Insurance- Town Hall and Public Works employees	001-12-51-51 Health and Life Insurance
	00985516972	Invoice	105-50-53-53 Health and Life Insurance
	01/01/2022	Health Insurance-Employees	001-12-51-51 Health and Life Insurance
	75518208	Invoice	001-12-51-51 Health and Life Insurance
	02/01/2022	Health Insurance-Employees	105-50-53-53 Health and Life Insurance
	75550929	Invoice	001-12-51-51 Health and Life Insurance
	03/01/2022	Health Insurance-Employees	105-50-53-53 Health and Life Insurance
	75605623	Invoice	001-12-51-51 Health and Life Insurance
	04/01/2022	Health Insurance-Employees	105-50-53-53 Health and Life Insurance
	75658822	Invoice	001-12-51-51 Health and Life Insurance
	05/02/2022	Monthly Health Insurance for Town Employees	105-50-53-53 Health and Life Insurance
	75711924	Invoice	001-12-51-51 Health and Life Insurance
	06/01/2022	Health Insurance-Town Employees	105-50-53-53 Health and Life Insurance
	75765015	Invoice	001-12-51-51 Health and Life Insurance
Totals for Florida Blue:			
Florida Division of Retirement (FRS)			
Florida Division of Retirement (FRS)	11/24/2021	Oct2021 FRS Plus late fee's	001-12-51-51 Other Services
	Oct'2021	Invoice	Paid
			001-12-51-51 Retirement FRS
			105-50-53-53 Retirement FRS
			105-50-53-53 Retirement FRS
			001-12-51-51 Retirement FRS

	03/04/2022	January FRS totals- Town Employees		001-12-51-51 Retirement FRS
	22062046458	Invoice	Paid	001-12-51-51 Retirement FRS
	03/23/2022	February 2022 FRS totals		105-50-53-53 Retirement FRS
	22081047056	Invoice	Paid	001-12-51-51 Retirement FRS
	03/25/2022	March 2022- FRS payment		105-50-53-53 Retirement FRS
	22083047098	Invoice	Paid	001-12-51-51 Retirement FRS
	05/06/2022	FRS Payment for April payroll		105-50-53-53 Retirement FRS
	22125048450	Invoice	Paid	001-12-51-51 Retirement FRS
				105-50-53-53 Retirement FRS
				<i>Totals for Florida Division of Retirement (FRS):</i>
Florida Municipal Insurance Trust (FMIvT)				
Florida Municipal Insurance Trust (FMIvT)	10/01/2021	Renewal Insurance 21/22		001-00-15-15 Prepaid Insurance
	XX-XXX4243	INV-34456-X4 Invoice	Paid	
XX-XXX4243	10/25/2021	B-2 General Liability		001-32-51-51 Insurance
	ANC-10304D	Invoice	Paid	
XX-XXX4243	12/01/2021	Property Coverage		001-32-51-51 Insurance
	34940-R2M0	Invoice	Paid	
XX-XXX4243	08/01/2022	Balance remaining on Insurance Policy		001-32-51-51 Insurance
	1197	Invoice	Pending	
				<i>Totals for Florida Municipal Insurance Trust (FMIvT):</i>
LSSL INC				
LSSL INC	01/18/2022	Remote Consulting Services for FY2021		105-50-53-53 Accounting and Auditing
	XX-XXX4869	1008 Invoice	Paid	
XX-XXX4869	02/25/2022	Auditing services for FY 2022		001-14-51-51 Accounting and Auditing
	1009	Invoice	Paid	105-50-53-53 Accounting and Auditing
XX-XXX4869	05/02/2022	Remote consulting services FY 2021		001-14-51-51 Accounting and Auditing
	1010	Invoice	Paid	105-50-53-53 Accounting and Auditing
XX-XXX4869	05/23/2022	Remote Consulting Services- FY2021		001-14-51-51 Accounting and Auditing
	1011	Invoice	Paid	105-50-53-53 Accounting and Auditing
XX-XXX4869	05/23/2022	Remote Consulting Services- FY2021		001-14-51-51 Accounting and Auditing
	1012	Invoice	Paid	105-50-53-53 Accounting and Auditing
				001-14-51-51 Accounting and Auditing

XX-XXX4869

07/11/2022 Audit assistance-May
1013 Invoice

Paid

105-50-53-53 Accounting and Auditing
001-14-51-51 Accounting and Auditing
Totals for LSSL INC:

\$1,212.70
\$6,242.41
\$1,559.96
\$3,015.42
\$6,242.41
\$1,559.96
\$5,119.22
\$4,539.68
\$2,600.28
\$3,288.98
\$1,940.87
\$5,010.75
\$1,940.87
\$4,521.99
\$1,940.87
\$6,360.38
\$1,940.87
\$7,026.19
\$1,940.87
\$6,398.41
<u>\$74,403.09</u>

\$1,625.01
\$4.45
\$287.61
\$4,755.81
\$243.11

\$4,727.63
\$4,918.07

\$5,842.85
\$4,990.46

\$6,390.21
\$5,069.71

\$6,750.15
\$5,053.11

\$6,775.75
\$57,433.93

\$134,026.00

\$555.00

\$572.00

\$24,894.00

\$160,047.00

\$1,741.50

\$1,741.50
\$2,322.00

\$2,322.00
\$2,311.25

\$2,311.25
\$2,101.63

\$2,101.62
\$2,956.25

\$2,956.25

\$2,112.38

\$2,112.37

\$27,090.00



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 25, 2022,

SUBJECT: Consideration of Resolution No. 2022-46 emergency repair of culvert on Gruber and D Road.

Background:

On July 5, 2022, Town Council a motion was made by Councilmember Maniglia and seconded by Vice Mayor Danowski to approve up to \$100,000.00 for emergency repair of the Gruber and D Road culvert, it passed 5-0.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2022-46**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA RATIFYING THE EMERGENCY DECLARATION OF THE TOWN MANAGER PURSUANT TO SECTION 287.057 OF THE FLORIDA STATUTES IN REGARDS TO THE IMMEDIATE DANGER SURROUNDING THE COLLAPSED CANAL BRIDGE CULVERT LOCATED AT D ROAD AND GRUBER STREET, AND AUTHORIZING THE EMERGENCY PROCUREMENT AND EXECUTION OF AN AGREEMENT WITH JOHNSON-DAVIS, INCORPORATED TO REMOVE, PROVIDE AND INSTALL A REPLACEMENT CANAL BRIDGE CULVERT PURSUANT TO THE COMPETITIVE BID WAIVER REQUIREMENTS SET FORTH IN SECTION 2-134(b)(1) OF THE TOWN CODE OF ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Manager has determined that there exists a compelling emergency pursuant to Section 287.057 of the Florida Statutes and Section 2-134(b)(1) of the Town Code of Ordinances, which constitutes an immediate threat to the public health, safety or welfare pertaining to the collapsed canal bridge culvert located at D Road and Gruber Street; and

WHEREAS, the Town Manager has determined that the delay incident to the competitive bidding process would be detrimental to the interests of the Town Council of the Town of Loxahatchee Groves (the “Town”), and that the existing immediate danger requires emergency action in order to procure a contractor for the immediate removal and installation of a new canal bridge culvert pursuant to Section 287.057 of the Florida Statutes and Section 2-134(b)(1) of the Town Code of Ordinances; and

WHEREAS, the Town acknowledges the existence of the immediate compelling emergency that has been declared by the Town Manager, and that emergency action is necessary for the immediate procurement of a contractor to remove, provide and install a canal bridge culvert at D Road and Gruber Street within the Town; and

WHEREAS, the Town has previously entered into various contracts that include culvert repair and replacement, including bridge culverts, based on competitive solicitations performed by other governmental agencies; and

WHEREAS, the Town Manager is authorized pursuant to Section 2-134(b)(1) of the Town Code to waive competitive bidding or competitive proposals in order to secure the emergency procurement, and that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the

Town; and

WHEREAS, Johnson-Davies, Incorporated has agreed to conduct the emergency removal and installation of the new canal bridge culvert located at D Road and Gruber Street; and

WHEREAS, pursuant to Section 287.057 of the Florida Statutes and Section 2-134(b)(1) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council acknowledges the existing compelling emergency declared by the Town Manager, and does authorize the emergency procurement and execution of an agreement with Johnson-Davis, Incorporated for the provision and installation of a new bridge culvert based on current Town contract(s) and that time is of the essence to complete this emergency work; and

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

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the emergency procurement and authorizes the execution of the Agreement with Johnson-Davies, Incorporated.

Section 3. This Resolution shall take effect immediately 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>
Robert Shorr, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marge Herzog, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, 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 _____ 2022.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Margaret Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia

**TOWN OF LOXAHATCHEE GROVES AGREEMENT
FOR THE
EMERGENCY CULVERT BRIDGE INSTALLATION
BY
JOHNSON-DAVIS, INCORPORATED**

THIS AGREEMENT is made this _____ day of _____, 2022 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN," with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Johnson-Davis, Incorporated**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 604 Hillbrath Drive, Lantana, Florida 33462.

RECITALS

WHEREAS, the TOWN is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the TOWN is in need of a contractor to provide and install a bridge culvert at D Road and Gruber Street;

WHEREAS, CONTRACTOR has been identified by the TOWN to complete the emergency removal and installation of the bridge culvert;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of providing the material hereunder in a professional and competent manner; and

WHEREAS, the TOWN finds there is a need for the emergency procurement, and the awarding of the contract to the CONTRACTOR as described herein, complies with Section 287.057 of the Florida Statutes and Section 2-134(b)(1) of the Town Code of Ordinances.

NOW THEREFORE, the TOWN hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The scope of work is to provide and install a ninety-six (96) CAP bridge culvert at D Road and Gruber Street, including related work, as described in Exhibit "A", Scope of

Work, attached hereto and incorporated herein. A depiction of the site is attached hereto as Exhibit "B".

1.2 The CONTRACTOR represents to the TOWN that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

1.4 The CONTRACTOR represents that it is familiar with the Scope of Work to be completed under this Agreement, site locality, local conditions and Laws and Regulations that in any manner may affect the cost, progress, performance or furnishing of the Scope of Work. The CONTRACTOR further represents it has studied the physical conditions at or contiguous to the site that in any manner may affect the cost, progress, performance or furnishing of the Scope of Work and has determined it can perform the Scope of Work.

1.5 The CONTRACTOR shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to the TOWN.

1.6 The CONTRACTOR shall keep the site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for alteration by the Scope of Work. Clean up and restoration shall be accomplished on a continuing basis throughout the term of this Agreement and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

1.7 The CONTRACTOR shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the TOWN. The CONTRACTOR shall provide for and follow all Maintenance of Traffic requirements in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition.

1.8 It is the CONTRACTOR's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Scope of Work area so that said owners may stake or otherwise mark or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the work, they must be repaired immediately by the CONTRACTOR in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the work, the CONTRACTOR must take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.

1.9 All excess excavated material and debris not required for backfill (unless otherwise noted), broken pipe, and any concrete items, together with all roots, boards and other debris are to be disposed of by the CONTRACTOR at an appropriate legal site as designated by the Palm Beach County Solid Waste Authority.

1.10 The CONTRACTOR shall be responsible for protecting and restoring all land and property corners, such as section corners, $\frac{1}{4}$ section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the CONTRACTOR and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced and replaced at the CONTRACTOR's expense with permanent monuments approved by the TOWN.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the goods/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's quote, as set forth in Exhibit "C".

3.2 Should the TOWN require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as

authorized in accordance with the TOWN's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 The initial term of the Agreement shall become effective upon approval by both parties and shall extend until December 31, 2022, unless terminated earlier, as provided below.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services shall be specified in the CONTRACTOR's quote, and no additional costs shall be authorized without prior written approval from the appropriate authority.

5. INVOICE

5.1 Upon completion and acceptance of the Scope of Work, the CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within twenty (20) days of receipt of an invoice for the goods and services. All invoices will be paid in accordance with the Local Government Prompt Payment Act.

6. COPIES OF DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

7. OWNERSHIP

7.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all

expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another CONTRACTOR to provide for such work; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon notice from the TOWN Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the TOWN must pay for all material ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of

\$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis and include a waiver of subrogation. Any insurance, or self-insurance, maintained by the TOWN Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and, the CONTRACTOR's quote. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the quote. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations, and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 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 or 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.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the Scope of Work as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager
TOWN of Loxahatchee Groves
155 F road
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Scott J. Johnson
Johnson-Davis, Incorporated
604 Hillbrath Drive
Lantana, FL 33462

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void, or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired, or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN's rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

24. PREPARATION

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default, or misrepresentation in connection with any provisions of this Agreement.

27. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN 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 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 for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN 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 TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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 OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR

**BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD,
LOXAHATCHEE GROVES, FL 33470.**

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped, or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this Agreement meet all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption if requested by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall

save the TOWN, its employees, officials, and agents thereof harmless from all claims made on account of such damages.

33. RESERVED

35. SCRUTINIZED COMPANIES

35.1 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the TOWN's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

36. E-VERIFY

36.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;

- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

**JOHNSON-DAVIS, INCORPORATED, a
corporation authorized to do business in
the State of Florida**

By: _____
Scott J. Johnson, President

[Corporate Seal]
Attest:

By: _____
Christopher Johnson
Secretary

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by Scott J. Johnson and Christopher Johnson, as President and Secretary, of Johnson-Davis, Incorporated., a company authorized to do business in the State of Florida, and ___ who are personally known to me or ___ who have produced _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

Exhibit “A”
Scope of Work

Exhibit “B”
Site Depiction

Exhibit “C”

Quote

EXHIBIT "A"

Item 5.

JOB NAME: D Road & Gruber Street 96" CAP Culvert

Item #	DESCRIPTION	BID Quantity	U.M.		BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU		6,000.00	6,000.00
	CLEARING AND GRUBBING	1.00	LSU		6,000.00	6,000.00
	MOT	1.00	LSU		1,000.00	1,000.00
	96" CAP	40.00	LF		1,000.00	40,000.00
	RIP RAP HEADWALL W/FLARE	50.00	CY		675.00	33,750.00
	EMBANKMENT	80.00	CY		35.00	2,800.00
	SOD	400.00	SY		8.00	3,200.00
	8" LIMEROCK ENTRANCE	100.00	SY		30.00	3,000.00

					\$	95,750.00
	3-4 Week Lead Time					

EXHIBIT "A"

Item 5.

JOB NAME: D Road & Gruber Street 72" CAP Culvert

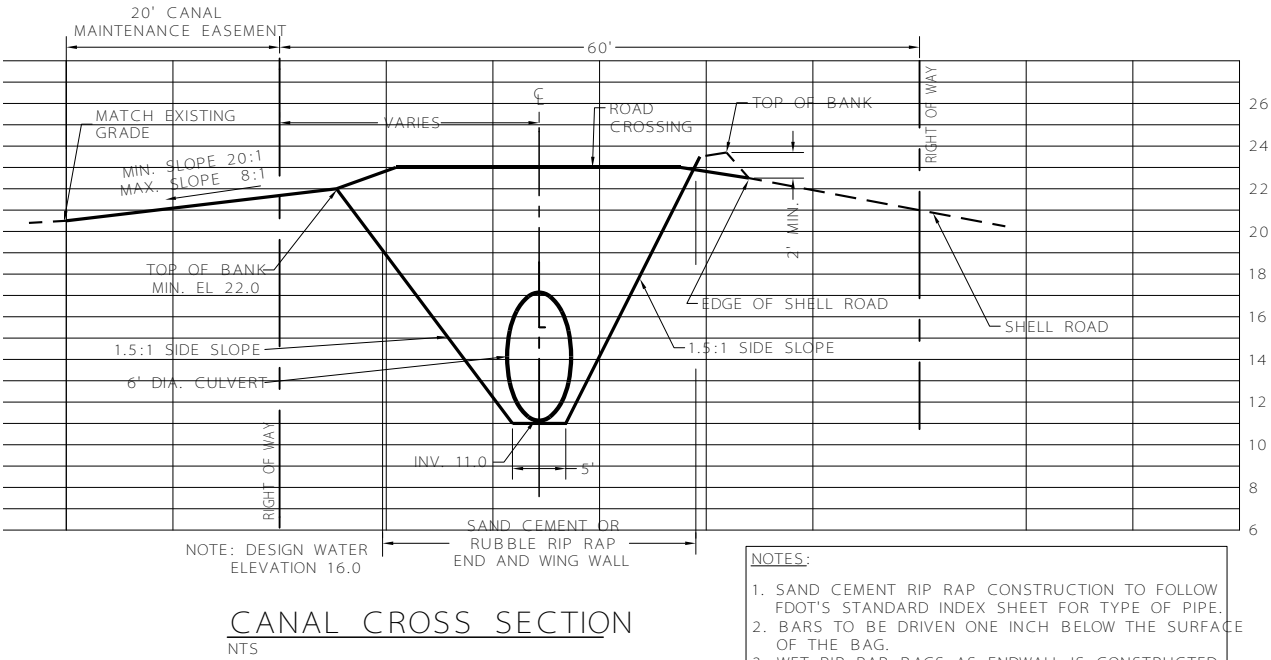
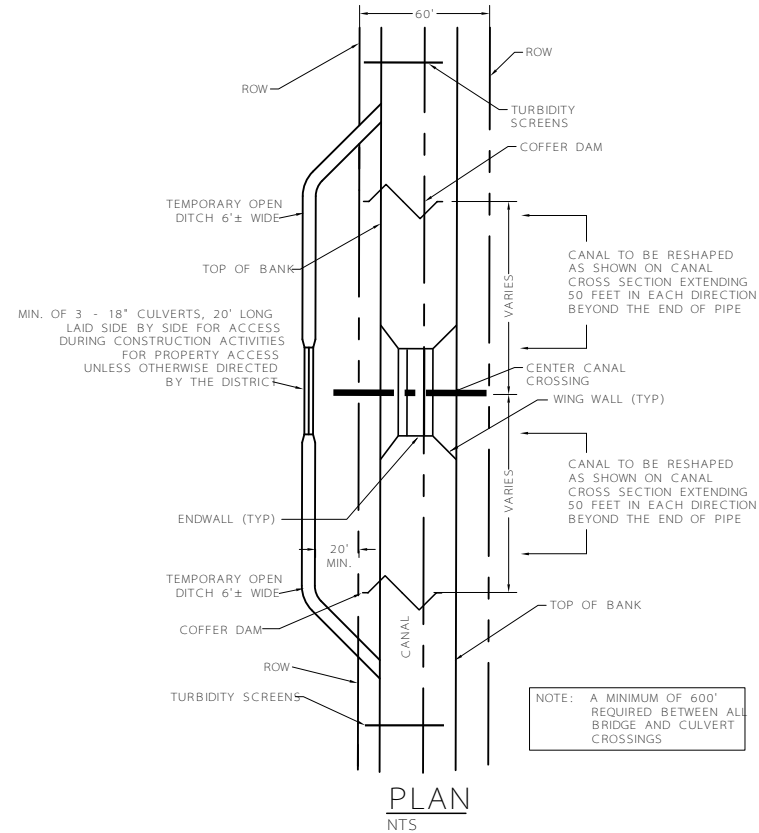
Item #	DESCRIPTION	BID Quantity	U.M.		BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU		6,000.00	6,000.00
	CLEARING AND GRUBBING	1.00	LSU		6,000.00	6,000.00
	MOT	1.00	LSU		1,000.00	1,000.00
	72" CAP	40.00	LF		1,075.00	43,000.00
	RIP RAP HEADWALL W/FLARE	30.00	CY		750.00	22,500.00
	EMBANKMENT	80.00	CY		35.00	2,800.00
	SOD	400.00	SY		8.00	3,200.00
	8" LIMEROCK ENTRANCE	100.00	SY		30.00	3,000.00

	\$ 87,500.00
--	--------------

1 Week Lead Time

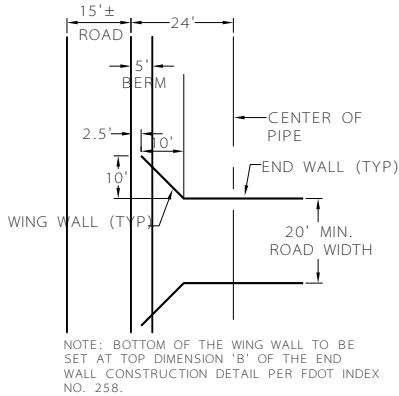
GENERAL NOTES:

- CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL NECESSARY PRECAUTIONS NECESSARY TO AVOID THE MONUMENTS DURING CONSTRUCTION. IF A MONUMENT IS DISTURBED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE THE MONUMENT AT NO ADDITIONAL COST TO THE OWNER OR DISTRICT.
- ALL UNSUITABLE MATERIAL SUCH AS MUCK, MARL AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER. CLEAN GRANULAR MATERIAL SHALL BE USED FOR BACK FILL AND PLACED IN 12 INCH LIFTS OR LESS AS REQUIRED BY COMPACTION. COMPACTION OF BACK FILLS TO BE 95% OF THE MAXIMUM DENSITY PER AASHTO T-180.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GENERAL PUBLIC DURING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL PROVIDE SIGNS, BARRICADES, AND FLAG MEN AS NECESSARY FOR TRAFFIC SAFETY DURING CONSTRUCTION.
- ALL CONCRETE SHALL BE A MINIMUM OF 3,000 PSI UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL COMPLY WITH ALL OF THE SAFETY REQUIREMENTS OF THE TRENCH SAFETY ACT DURING INSTALLATION OF THE CULVERT CANAL CROSSING.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT CONDITIONS AS ISSUED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT AND OTHER GOVERNMENT AGENCIES.
- CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE OF ANY TESTS TO ARRANGE FOR THE WATER CONTROL DISTRICT TO HAVE A REPRESENTATIVE PRESENT, IF REQUIRED.
- CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE FOR INSPECTIONS OF THE CONSTRUCTION.
- CONTRACTOR TO PROVIDE SILT SCREENS OR OTHER ENVIRONMENTAL MEASURES TO CONTROL TURBIDITY TO STATUTORY/REGULATORY LEVELS IN THE CANAL UP AND DOWN STREAM DURING CONSTRUCTION.
- CONTRACTOR TO PROVIDE D.O.T. APPROVED LIME ROCK FOR ROAD CROSSING.
- CONTRACTOR TO DIG CANAL TO NEW SECTION FOR 50 L.F. IN EACH DIRECTION FROM END OF CULVERT PIPE.
- ALL AREAS DISTURBED DURING CONSTRUCTION ALONG CANAL, INCLUDING MAINTENANCE EASEMENT AND CANAL BANKS TO BE SEEDED AND MULCHED PER DOT SPECIFICATIONS.
- CONTRACTOR TO MAINTAIN WATER FLOW BY MEANS OF A BYPASS DURING INSTALLATION OF THE CULVERT UNLESS OTHERWISE DIRECTED BY DISTRICT. THIS BYPASS MUST BE APPROVED BY LOXAHATCHEE GROVES WATER CONTROL DISTRICT PRIOR TO BEGINNING CONSTRUCTION.
- ALL CORRUGATED STEEL PIPE, INCLUDING COUPLING BANDS, SHALL CONFORM TO AASHTO M36 SPECIFICATION.
- ALL CORRUGATED STEEL PIPE SHALL BE BITUMINOUS COATED IN ACCORDANCE WITH THE REQUIREMENTS OF AASHTO M190, FOR TYPE A (FULLY BITUMINOUS COATED).
- WHERE ALUMINUM PIPE IS USED, IF BITUMINOUS COATED, IT SHALL MEET THE AASHTO M190 TYPE A, SPECIFICATION FOR BITUMINOUS COATING.
- REINFORCE CONCRETE PIPE (RCP) SHALL CONFORM TO THE FDOT SECTION 941 OF THE STANDARD SPECIFICATIONS.
- MAINTENANCE SIDE OF CANAL TO BE SLOPED AT 20:1 MIN. / 8:1 MAX. AWAY FROM TOP OF BANK.
- ALL GROUND VEGETATION AND TREES WITHIN RIGHT OF WAY AND MAINTENANCE EASEMENT TO BE REMOVED FOR ENTIRE LENGTH OF PROPERTY FRONTAGE.
- PERMITTEE TO HAVE A REGISTERED LAND SURVEYOR PROVIDE CROSS SECTION OF CANAL AND ROADWAY FOR PRE AND POST CONSTRUCTION AND AS-BUILTS.
- PERMITTEE TO HAVE A REGISTERED ENGINEER DESIGN AND PROVIDE SIGNED AND SEALED DRAWINGS FOR THE CULVERT CROSSING.
- PERSONS INSTALLING CULVERTS OR BRIDGES WITHOUT A DISTRICT PERMIT WILL BE SUBJECT TO A DOUBLE PERMIT FEE AND MUST FIELD VERIFY, TO THE DISTRICT ENGINEER'S SATISFACTION, THAT THE UNIFORM STANDARDS HAVE BEEN MET. WORK NOT MEETING THE DISTRICT'S UNIFORM STANDARDS SHALL BE REMOVED FROM THE RIGHT OF WAY.



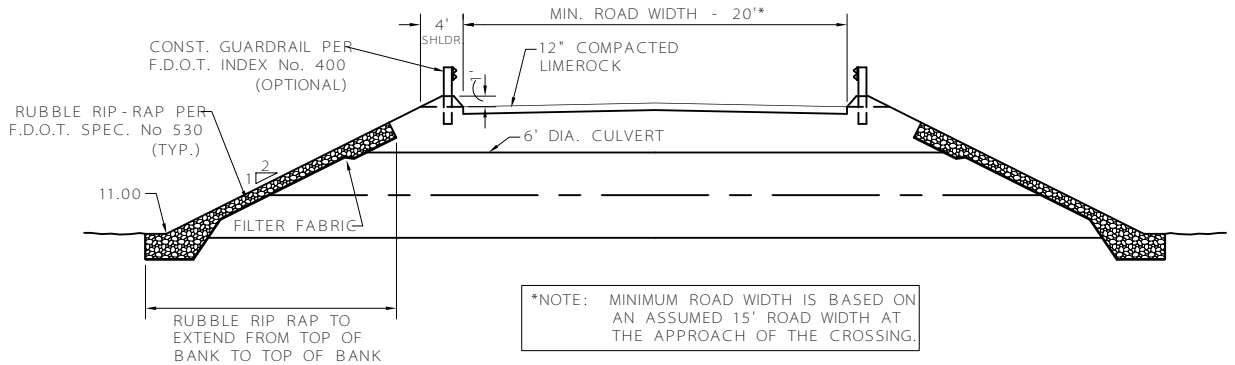
- NOTES:
- SAND CEMENT RIP RAP CONSTRUCTION TO FOLLOW FDOT'S STANDARD INDEX SHEET FOR TYPE OF PIPE.
 - BARS TO BE DRIVEN ONE INCH BELOW THE SURFACE OF THE BAG.
 - WET RIP RAP BAGS AS ENDWALL IS CONSTRUCTED.
 - EXTEND RIP - RAP AROUND RADIUS ALONG BERM TO PREVENT EROSION.

EXHIBIT "B"

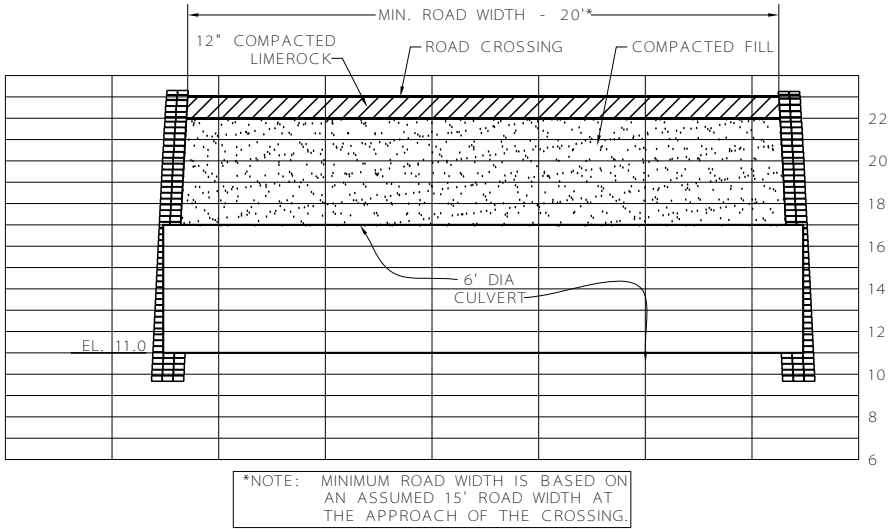


WING WALL CONSTRUCTION TO BE SECURED TO ENDWALL BY INSTALLING NO. 5 BARS TO PIN THE RIP RAP BAGS. WINGWALL TO BE AN INTEGRAL PART OF ENDWALL.

WING WALL DETAIL NTS



RUBBLE RIP - RAP CROSS SECTION NTS



SAND CEMENT RIP - RAP CROSS SECTION NTS

*NOTE: MINIMUM ROAD WIDTH IS BASED ON AN ASSUMED 15' ROAD WIDTH AT THE APPROACH OF THE CROSSING.

CORRUGATED METAL PIPE CULVERT SIZE & METAL THICKNES						
SIZE OF CULVERT	GUAGE NUMBER		METAL THICKNESS		VARIATION	
	STEEL	ALUMINUM	STEEL	ALUMINUM	STEEL	ALUMINUM
15"	16	16	0.0635	0.060	0.007	-
18"	16	16	0.0635	0.060	0.007	-
24"	16	16	0.0635	0.060	0.007	-
30"	14	14	0.0785	0.075	0.008	-
36"	14	14	0.0785	0.075	0.008	-
42"	12	12	0.1084	0.105	0.009	-
48"	12	12	0.1084	0.105	0.009	-
60"	10	10	0.1382	0.135	0.009	-
72"	10	8	0.1382	0.164	0.009	-
OVER 72"	8	8	0.1681	0.164	0.009	-

Item 5.

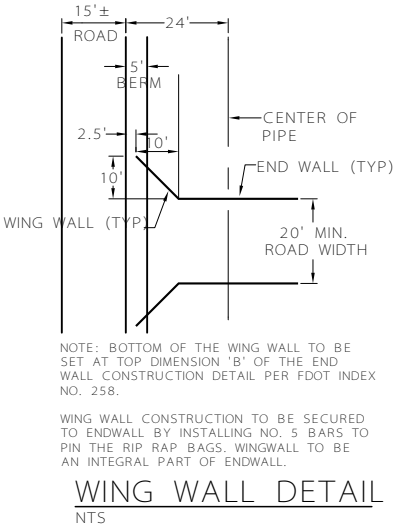
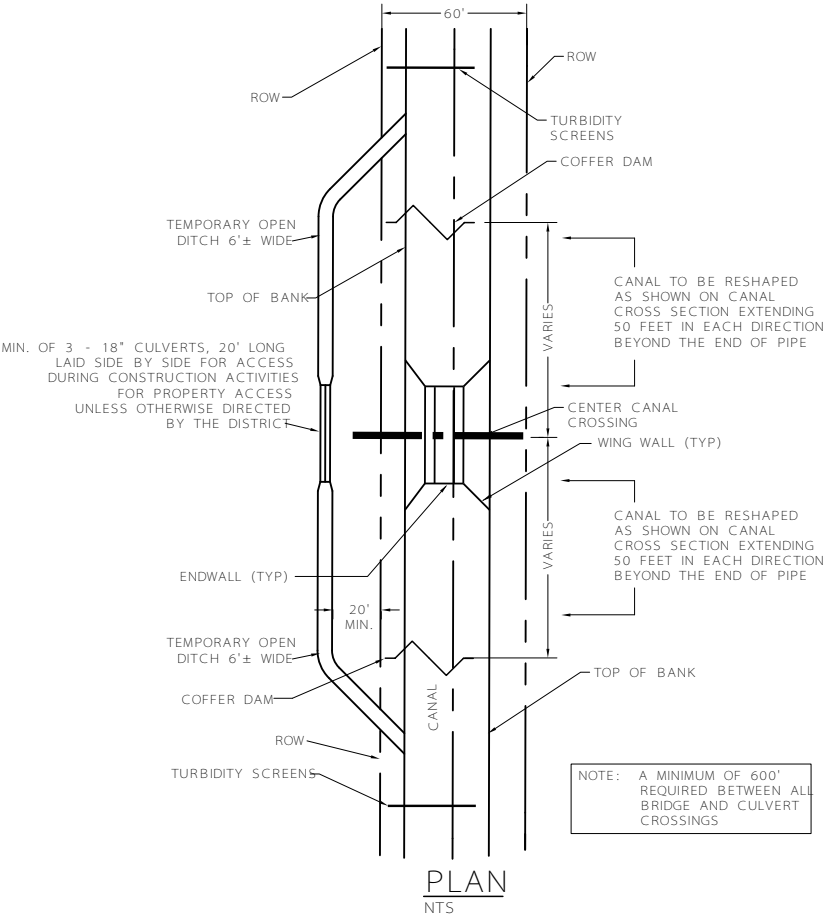
CULVERT CROSSINGS
NORTH OF
OKEECHOBEE BOULEVARD

ADOPTED
FEBRUARY 10, 2003

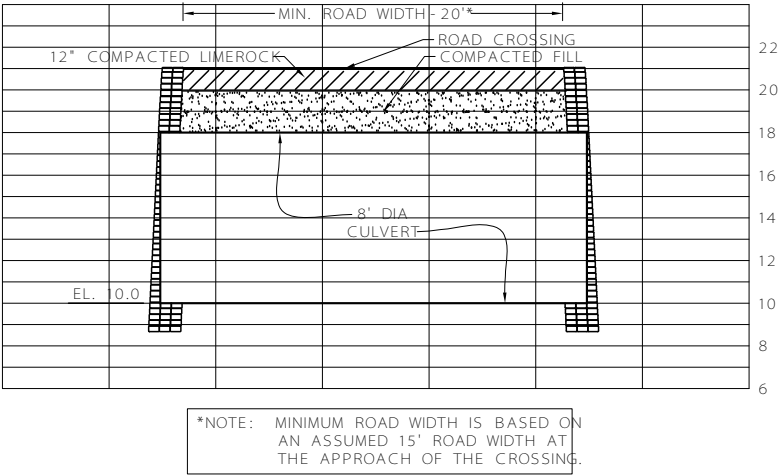
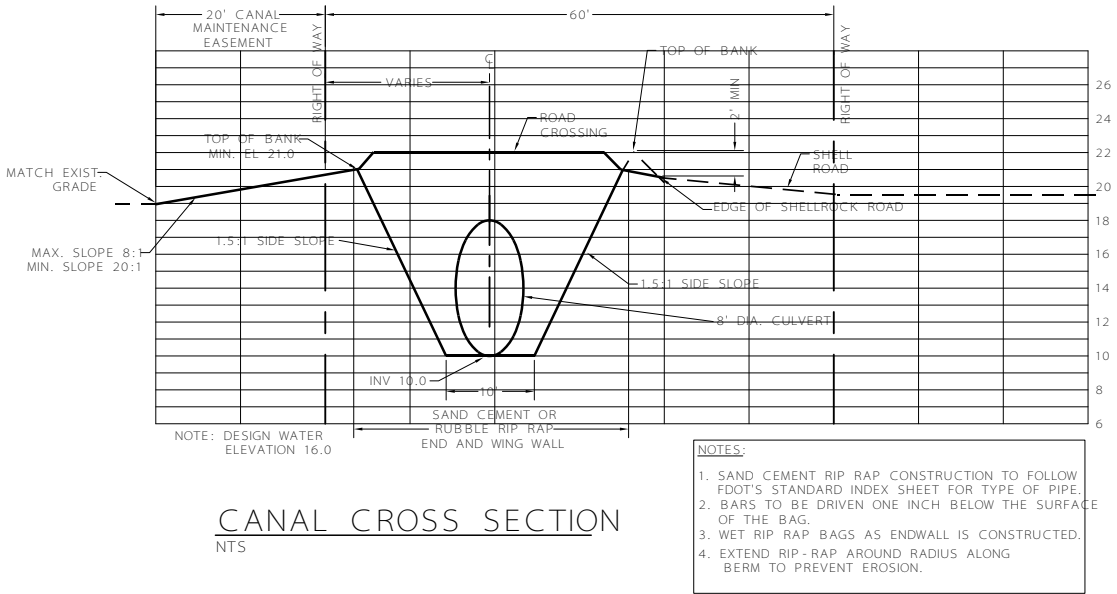
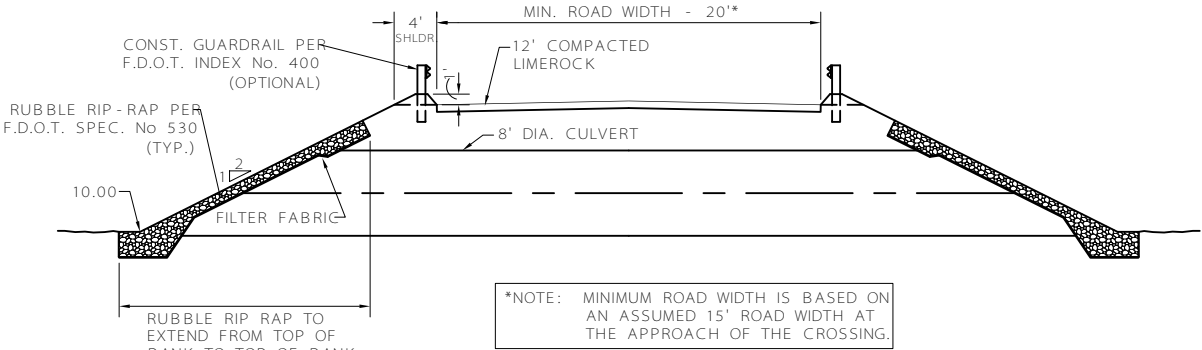
C-1

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL NECESSARY PRECAUTIONS NECESSARY TO AVOID THE MONUMENTS DURING CONSTRUCTION. IF A MONUMENT IS DISTURBED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE THE MONUMENT AT NO ADDITIONAL COST TO THE OWNER OR DISTRICT.
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3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GENERAL PUBLIC DURING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL PROVIDE SIGNS, BARRICADES, AND FLAG MEN AS NECESSARY FOR TRAFFIC SAFETY DURING CONSTRUCTION.
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16. WHERE ALUMINUM PIPE IS USED, IF BITUMINOUS COATED, IT SHALL MEET THE AASHTO M190 TYPE A, SPECIFICATION FOR BITUMINOUS COATING.
17. REINFORCE CONCRETE PIPE (RCP) SHALL CONFORM TO THE FDOT SECTION 941 OF THE STANDARD SPECIFICATIONS.
18. MAINTENANCE SIDE OF CANAL TO BE SLOPED AT 20:1 MIN. / 8:1 MAX AWAY FROM TOP OF BANK.
19. ALL GROUND VEGETATION AND TREES WITHIN RIGHT OF WAY AND MAINTENANCE EASEMENT TO BE REMOVED FOR ENTIRE LENGTH OF PROPERT FRONTAGE.
20. PERMITTEE TO HAVE A REGISTERED LAND SURVEYOR PROVIDE CROSS SECTION OF CANAL AND ROADWAY FOR PRE AND POST CONSTRUCTION ANC AS- BUILT.
21. PERMITTEE TO HAVE A REGISTERED ENGINEER DESIGN AND PROVIDE SIGNED AND SEALED DRAWINGS FOR THE CULVERT CROSSING.
22. PERSONS INSTALLING CULVERTS OR BRIDGES WITHOUT A DISTRICT PERMIT WILL BE SUBJECT TO A DOUBLE PERMIT FEE AND MUST FIELD VERIFY, TO THE DISTRICT ENGINEER'S SATISFACTION, THAT THE UNIFORM STANDARDS HAVE BEEN MET. WORK NOT MEETING THE DISTRICT'S UNIFORM STANDARDS SHALL BE REMOVED FROM THE RIGHT OF WAY.



CORRUGATED METAL PIPE CULVERT SIZE & METAL THICKNES						
SIZE OF CULVERT	GUAGE NUMBER		METAL THICKNESS		VARIATION	
	STEEL	ALUMINUM	STEEL	ALUMINUM	STEEL	ALUMINUM
15"	16	16	0.0635	0.060	0.007	-
18"	16	16	0.0635	0.060	0.007	-
24"	16	16	0.0635	0.060	0.007	-
30"	14	14	0.0785	0.075	0.008	-
36"	14	14	0.0785	0.075	0.008	-
42"	12	12	0.1084	0.105	0.009	-
48"	12	12	0.1084	0.105	0.009	-
60"	10	10	0.1382	0.135	0.009	-
72"	10	8	0.1382	0.164	0.009	-
OVER 72"	8	8	0.1681	0.164	0.009	-



ADOPTED
FEBRUARY 10, 2003

CULVERT CROSSINGS
SOUTH OF
OKEECHOBEE BLVD

C-2

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL NECESSARY PRECAUTIONS NECESSARY TO AVOID THE MONUMENTS DURING CONSTRUCTION. IF A MONUMENT IS DISTURBED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE THE MONUMENT AT NO ADDITIONAL COST TO THE OWNER.

2. ALL UNSUITABLE MATERIAL SUCH AS MUCK, MARL AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER. CLEAN GRANULAR MATERIAL SHALL BE USED FOR BACK FILL AND PLACED IN 12 INCH LIFTS OR LESS AS REQUIRED BY COMPACTION. COMPACTION OF BACK FILLS TO BE 95% OF THE MAXIMUM DENSITY PER AASHTO T-180.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GENERAL PUBLIC DURING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL PROVIDE SIGNS, BARRICADES, AND FLAG MEN AS NECESSARY FOR TRAFFIC SAFETY DURING CONSTRUCTION.

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT CONDITIONS AS ISSUED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT AND OTHER GOVERNMENT AGENCIES.

5. CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE OF ANY TESTS OR INSPECTIONS TO ARRANGE FOR THE WATER CONTROL DISTRICT TO HAVE A REPRESENTATIVE PRESENT.

6. CONTRACTOR TO PROVIDE SILT SCREENS OR OTHER ENVIRONMENTAL MEASURES TO CONTROL TURBIDITY LEVELS TO STATE/LOCAL REGULATIONS IN THE CANAL UP AND DOWN STREAM DURING CONSTRUCTION.

7. CONTRACTOR TO DIG CANAL TO NEW SECTION FOR 50 FEET IN EACH DIRECTION FROM THE SIDE OF BRIDGE.

8. ALL AREAS DISTURBED DURING CONSTRUCTION ALONG CANAL, INCLUDING MAINTENANCE EASEMENT AND CANAL BANKS TO BE SEEDED AND MULCHED PER DOT SPECIFICATIONS.

9. PERMITTEE TO HAVE A REGISTERED LAND SURVEYOR PROVIDE CROSS SECTIONS OF THE CANAL AND ROADWAY FOR PRE- CONSTRUCTION, POST CONSTRUCTION, AND AS- BUILTS.

10. PERMITTEE TO HAVE A REGISTERED ENGINEER DESIGN AND PROVIDE SIGNED AND SEALED DRAWINGS FOR THE BRIDGE CROSSING.

11. CONCRETE TO BE A TYPE II WITH A COMPRESSIVE STRENGTH OF 3400 PSI MINIMUM.

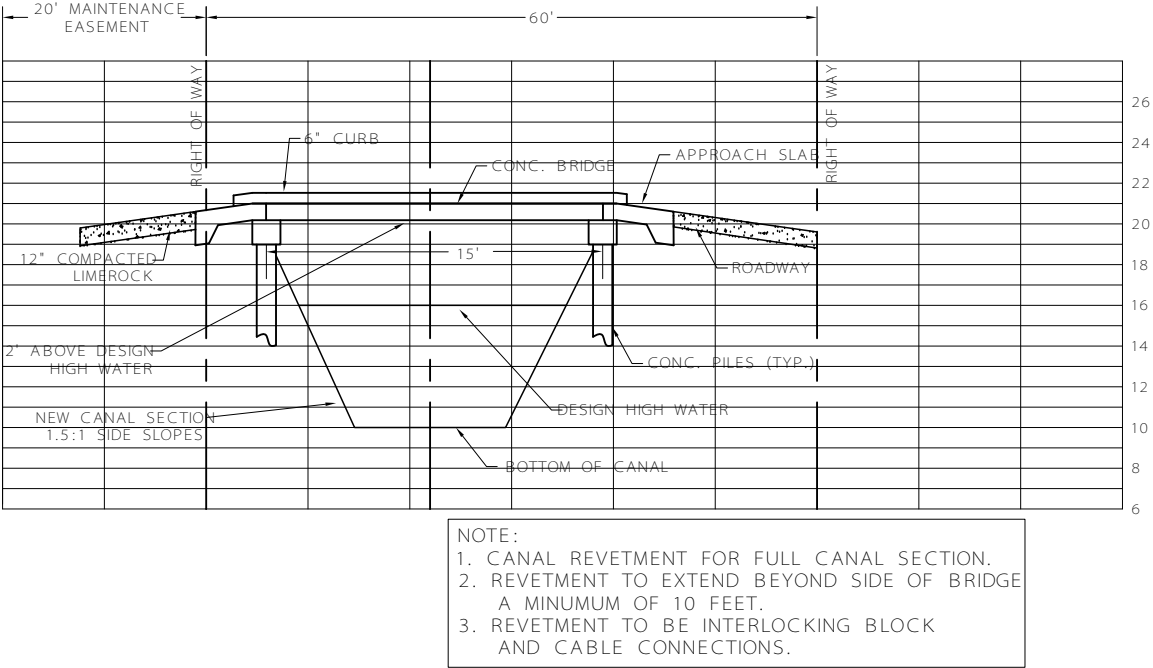
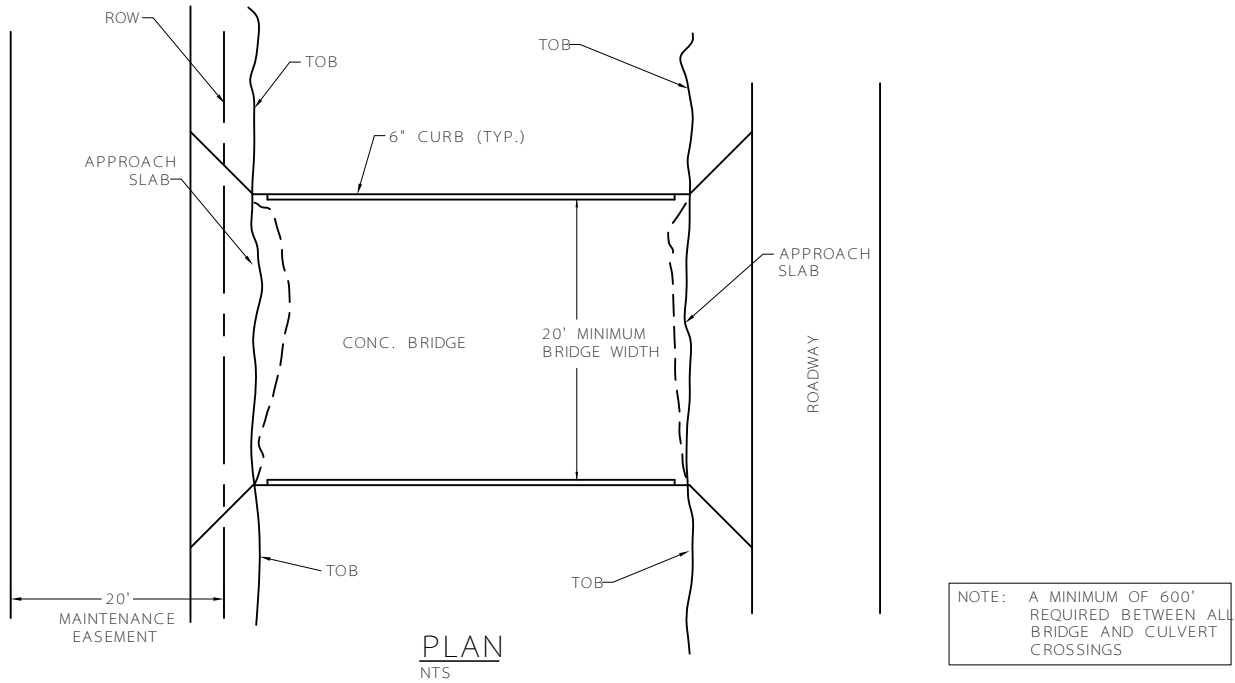
12. REINFORCING STEEL TO BE GRADE 60.

13. DESIGN LOAD TO BE HS20-44 INCLUDING ALL FLORIDA LEGAL LOADS.

14. ALL BRIDGE AND CANAL CROSSINGS SHALL HAVE A MINIMUM DISTANCE OF 600 FEET BETWEEN CROSSINGS.

15. MAINTENANCE SIDE OF CANAL TO BE SLOPED AT 20:1 MIN./8:1 MAX. AWAY FROM TOP OF BANK.

16. ALL GROUND VEGETATION AND TREES WITHIN RIGHT OF WAY AND MAINTENANCE EASEMENT TO BE REMOVED FOR ENTIRE LENGTH OF PROPERTY FOOTAGE.



CANAL CROSS SECTION
NTS

GENERAL NOTES FOR CULVERT CONNECTIONS:

1. DRAWING OR SKETCH SHALL BE PROVIDED SHOWING THE PROPOSED HORIZONTAL LOCATION OF THE CULVERT TO THE PROPERTY LINE OR PROPERTY CORNER.

2. PROVIDE THE ACTUAL FIELD MEASUREMENTS AND GRADES OF THE EXISTING CANAL, ROAD, PROPERTY LINE AND LENGTH OF PROPOSED CULVERT. THE SIZE AND MATERIAL OF THE PROPOSED CULVERT SHALL ALSO BE NOTED ON THE DRAWING.

3. ALL CULVERTS SHALL HAVE A MINIMUM OF TWO (2) FEET EXTENDING BEYOND THE PROPOSED SWALE SLOPE AS MEASURED AT THE INVERT OF THE PIPE.

4. THE CULVERT SHALL HAVE A SAND CEMENT RIP RAP HEAD WALL TO PROTECT THE CANAL BANK FROM EROSION.

5. THE MAXIMUM SIZE OF CULVERT PIPE SHALL BE AS SPECIFIED IN THE CULVERT CONNECTION TABLE.

6. THE PROPOSED CULVERT SHALL BE EITHER CORRUGATED ALUMINUM PIPE, ALUMINIZED STEEL TYPE 2 PIPE, BITUMINOUS COATED CORRUGATED METAL PIPE OR APPROVED EQUAL AS DIRECTED BY DISTRICT.

7. ONLY ONE CULVERT CONNECTION SHALL BE PERMITTED PER 300 FEET OF CANAL RIGHT OF WAY.

8. ALL CULVERT JOINTS SHALL BE PROPERLY Banded TO PREVENT LEAKING THROUGH THE JOINT.

9. ALL CULVERTS SHALL BE INSTALLED WITH A MINIMUM OF 30-INCHES OF COVER OVER THE PIPE. THE CULVERT SHALL HAVE A MINIMUM DROP OF 12-INCHES TOWARD THE CANAL.

10. ALL TRENCHES SHALL BE PROPERLY BACK FILLED AND COMPACTED. THE PERMITTEE SHALL REPLACE ALL ROADWAY SHELL ROCK WITH SIMILAR OR BETTER MATERIAL. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY ROADWAY FAILURES AT THE TRENCHING LOCATIONS.

11. THE PERMITTEE SHALL BE RESPONSIBLE TO NOTIFY THE UNITED STATES POST OFFICE, THE SCHOOL BOARD, THE PLAM BEACH COUNTY FIRE-RESCUE DEPARTMENT AND LAW ENFORCEMENT DEPARTMENT TWENTY FOUR (24) HOURS IN ADVANCE OF CONSTRUCTION REQUIRING ROADWAY CLOSURE.

12. ALL WORK SHALL BE PERFORMED DURING DISTRICT OFFICE HOURS AND NO EXCAVATION SHALL BE LEFT UNCOVERED OR UNATTENDED. IN CASE OF UNFORESEEN PROBLEMS THAT MAY CAUSE THE CONSTRUCTION TO REMAIN UNFINISHED AFTER DISTRICT OFFICE HOURS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT.

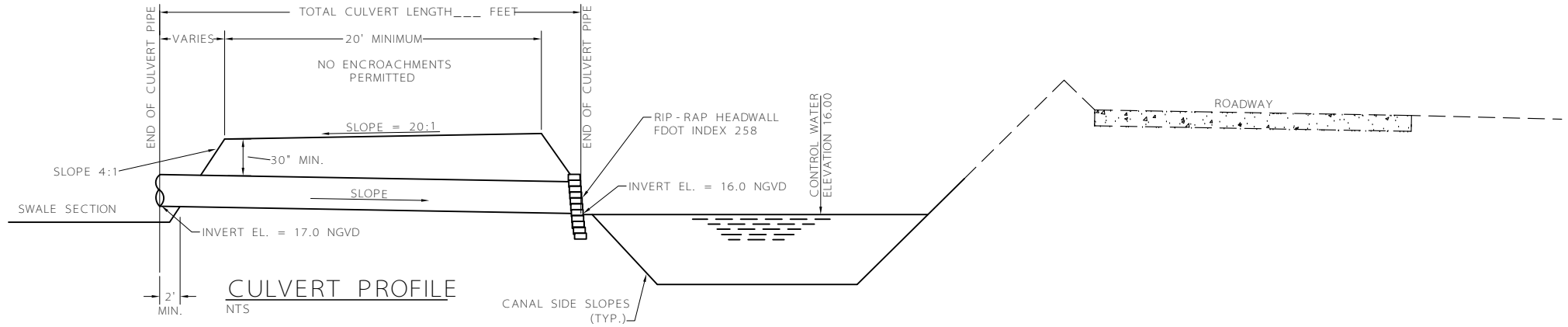
13. THE DISTRICT ENGINEER OR AUTHORIZED REPRESENTATIVE SHALL INSPECT THE PIPE INSTALLATION PRIOR TO BACKFILLING AND UPON CONSTRUCTION COMPLETION.

14. PERSONS INSTALLING CULVERTS WITHOUT A DISTRICT PERMIT WILL BE SUBJECT TO A DOUBLE PERMIT FEE AND MUST FIELD VERIFY, TO THE DISTRICT ENGINEER'S SATISFACTION, THAT THE UNIFORM STANDARDS HAVE BEEN MET. WORK NOT MEETING THE DISTRICT'S UNIFORM STANDARDS SHALL BE REMOVED FROM THE RIGHT OF WAY.

CULVERT CONNECTION TABLE

DRAINAGE AREA	MAX. PIPE DIA.
5 AC OR LESS	15"
5 AC TO 10 AC	18"
10 AC TO 20 AC	24"
20 AC OR GREATER	30"

NOTE: MINIMUM PIPE DIA. SHALL BE 15"



CULVERT PROFILE

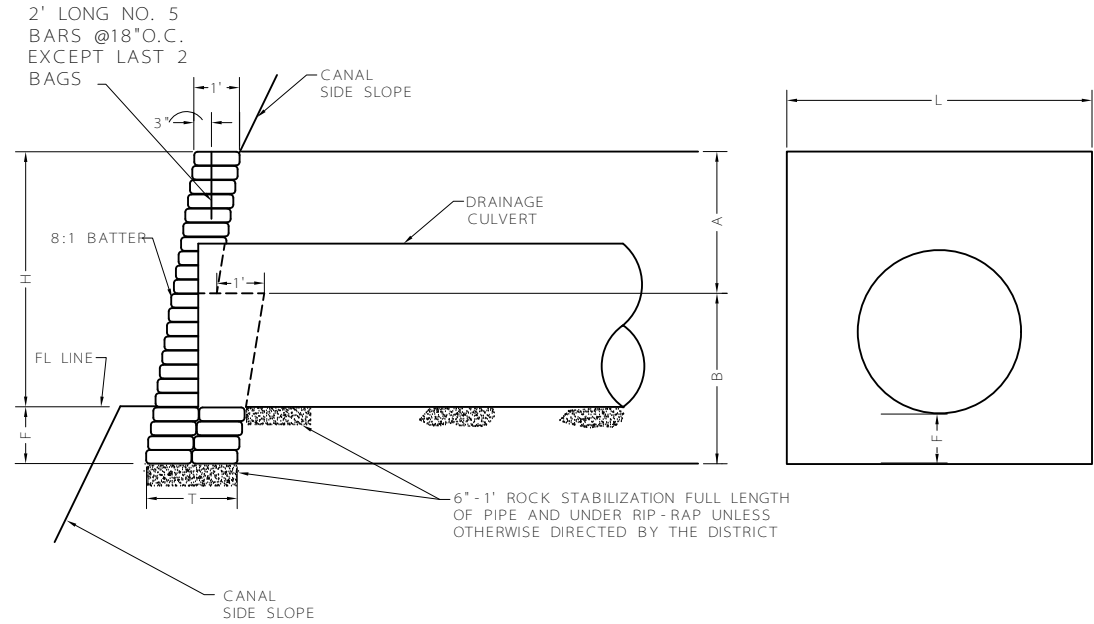
NTS

RIP RAP DIMENSIONS

PIPE DIA.	H	T	A	B	F	L
15"	2'-3"	1'-0"	4'-0"	0'-0"	1'-9"	8'-9"
18"	2'-3"	1'-0"	4'-0"	0'-0"	1'-9"	8'-9"
24"	2'-9"	2'-0"	2'-0"	2'-6"	1'-9"	10'-3"
30"	3'-4"	2'-0"	2'-0"	3'-2"	1'-10"	12'-0"

NOTES:

1. SAND CEMENT RIP RAP CONSTRUCTION TO FOLLOW FDOT'S STANDARD INDEX SHEET FOR TYPE OF PIPE.
2. BARS TO BE DRIVEN ONE INCH BELOW THE SURFACE OF THE BAG.
3. WET RIP RAP BAGS AS ENDWALL IS CONSTRUCTED.



END WALL DETAIL

NTS

ADOPTED
FEBRUARY 10, 2003

DRAINAGE CULVERT
(MAINTENANCE SIDE)

C-4

Item 5.

GENERAL NOTES FOR CULVERT CONNECTIONS:

1. DRAWING OR SKETCH SHALL BE PROVIDED SHOWING THE PROPOSED HORIZONTAL LOCATION OF THE CULVERT TO THE PROPERTY LINE OR PROPERTY CORNER.

2. PROVIDE THE ACTUAL FIELD MEASUREMENTS AND GRADES OF THE EXISTING CANAL, ROAD, PROPERTY LINE AND LENGTH OF PROPOSED CULVERT. THE SIZE AND MATERIAL OF THE PROPOSED CULVERT SHALL ALSO BE NOTED ON THE DRAWING.

3. ALL CULVERTS SHALL HAVE A MINIMUM OF TWO (2) FEET EXTENDING BEYOND THE PROPOSED SWALE SLOPE AS MEASURED AT THE INVERT OF THE PIPE.

4. THE CULVERT SHALL HAVE A SAND CEMENT RIP RAP HEAD WALL TO PROTECT THE CANAL BANK FROM EROSION.

5. THE MAXIMUM SIZE OF CULVERT PIPE SHALL BE AS SPECIFIED IN THE CULVERT CONNECTION TABLE.

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7. ONLY ONE CULVERT CONNECTION SHALL BE PERMITTED PER 300 FEET OF CANAL RIGHT OF WAY.

8. ALL CULVERT JOINTS SHALL BE PROPERLY Banded TO PREVENT LEAKING THROUGH THE JOINT.

9. ALL CULVERTS SHALL BE INSTALLED WITH A MINIMUM OF 30-INCHES OF COVER OVER THE PIPE. THE CULVERT SHALL HAVE A MINIMUM DROP OF 12-INCHES TOWARD THE CANAL.

10. ALL TRENCHES SHALL BE PROPERLY BACK FILLED AND COMPACTED. THE PERMITTEE SHALL REPLACE ALL ROADWAY SHELL ROCK WITH SIMILAR OR BETTER MATERIAL. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY ROADWAY FAILURES AT THE TRENCHING LOCATIONS.

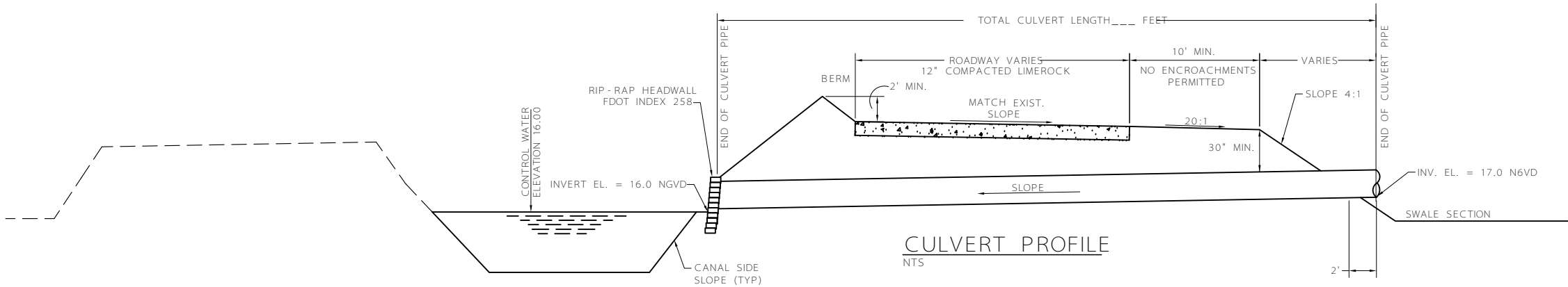
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12. ALL WORK SHALL BE PERFORMED DURING DISTRICT OFFICE HOURS AND NO EXCAVATION SHALL BE LEFT UNCOVERED OR UNATTENDED. IN CASE OF UNFORESEEN PROBLEMS THAT MAY CAUSE THE CONSTRUCTION TO REMAIN UNFINISHED AFTER DISTRICT OFFICE HOURS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT.

13. THE DISTRICT ENGINEER OR AUTHORIZED REPRESENTATIVE SHALL INSPECT THE PIPE INSTALLATION PRIOR TO BACKFILLING AND UPON CONSTRUCTION COMPLETION.

14. PERSONS INSTALLING CULVERTS WITHOUT A DISTRICT PERMIT WILL BE SUBJECT TO A DOUBLE PERMIT FEE AND MUST FIELD VERIFY, TO THE DISTRICT ENGINEER'S SATISFACTION, THAT THE UNIFORM STANDARDS HAVE BEEN MET. WORK NOT MEETING THE DISTRICT'S UNIFORM STANDARDS SHALL BE REMOVED FROM THE RIGHT OF WAY.

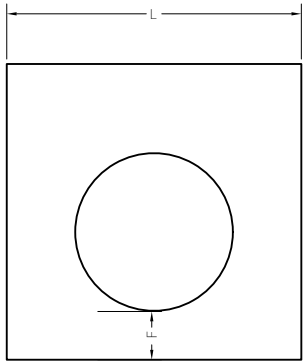
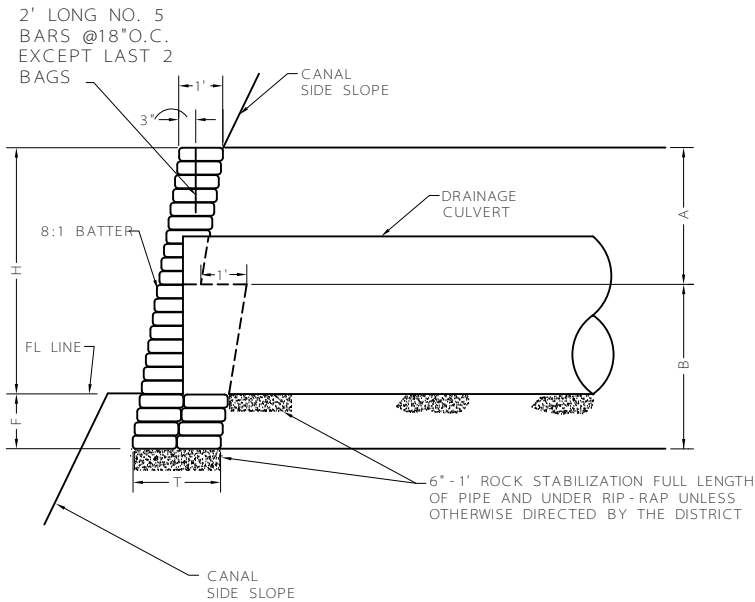
CULVERT CONNECTION TABLE	
DRAINAGE AREA	MAX. PIPE DIA.
5 AC OR LESS	15"
5 AC TO 10 AC	18"
10 AC TO 20 AC	24"
20 AC OR GREATER	30"
NOTE: MINIMUM PIPE DIA. SHALL BE 15"	



RIP RAP DIMENSIONS						
PIPE DIA.	H	T	A	B	F	L
15"	2'-3"	1'-0"	4'-0"	0'-0"	1'-9"	8'-9"
18"	2'-3"	1'-0"	4'-0"	0'-0"	1'-9"	8'-9"
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NOTES:

1. SAND CEMENT RIP RAP CONSTRUCTION TO FOLLOW FDOT'S STANDARD INDEX SHEET FOR TYPE OF PIPE.
2. BARS TO BE DRIVEN ONE INCH BELOW THE SURFACE OF THE BAG.
3. WET RIP RAP BAGS AS ENDWALL IS CONSTRUCTED.



ADOPTED
FEBRUARY 10, 2003

DRAINAGE CULVERT
(ROAD SIDE)

C-5



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves

FROM: Elizabeth V. Lenihan, Town Attorney
Lara Donlon, Town Attorney

VIA: Francine Ramaglia, Interim Town Manager

DATE: August 16, 2022

SUBJECT: Resolution No. 2022-48 Regarding Reconciliation of Employee Paid Time Off

Background:

The financial statements for fiscal year 2020 disclosed that there was an increase in compensated absences is due to the temporary suspension of the amount allowed to be carried forward due to the COVID 19 emergency. Seven executive orders were issued by the State between March 2020 and July 2021. In March 2020, the Town declared an emergency adopting Resolution No. 2020-04 granting authority to the Town Manager... *limiting public access, exposure, and congregation of the public at events, meetings and gatherings and further directed to provide for employment matters including but not limited to flexible staffing, alternate work schedules, telecommuting paid leave time and other pandemic pay policies for employees, and to suspend, cancel or reschedule other non-essential public meetings, congregation of groups and limit public access to facilities and service.*

Five current employees have accrued PTO in excess of the stated accrual rates and carried over PTO in excess of the stated carryover limit in the Human Resources Policy Manual. Additionally, one employee was provided a lump sum provision of 40 hours of PTO upon hire (March 2021) which is not provided for in the current policies.

It is in the best interest of the Town to reconcile these discrepancies and move forward on a clear and consistent basis as outlined in the Town's Human Resources Policy Manual, including elimination of any existing Employment Letters purportedly providing differing benefits and/or terms and conditions of employment.

Recommendations:

Move that the Town Council adopt Resolution 2022-48, authorizing payment(s) as stated therein, ratifying past actions, and ending inconsistent Employment Letters.

RESOLUTION NO. 2022-48**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RECONCILING EMPLOYEE PAID TIME OFF ACCRUED DURING AND ROLLED OVER IN RESPONSE TO THE COVID-19 PANDEMIC AND AT OTHER TIMES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council adopted revisions to the Human Resources Policy Manual in January of 2020, which set the accrual amount of Paid Time Off (PTO) and the amount of PTO that may be rolled over from year to year; and

WHEREAS, the revisions to the Human Resources Policy Manual adopted in January of 2020, did not address PTO accrued prior to the revisions; and

WHEREAS, there were, and are, Town staff who were hired prior to January 2020 and accrue PTO in excess of the amounts in the adopted Human Resources Policy Manual; and

WHEREAS, the Governor for the State of Florida declared a state of emergency due to the COVID-19 pandemic in March 2020, which was extended numerous times and ultimately terminated in July 2021; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, by Resolution 2020-04, declared a local state of emergency and authorized the Town Manager to provide “for flexible scheduling and alternative staffing models, telecommuting paid leave time and other pandemic pay policies to serve the residents’ needs”; and

WHEREAS, to address the staffing needs of the Town, the Town Manager allowed staff who worked through the pandemic to roll over all unused PTO hours, instead of limiting the roll over to 40 hours pursuant to the Human Resources Policy Manual; and

WHEREAS, there are employees who continue to accrue PTO in excess of the amounts in the Human Resources Policy Manual and still have unused paid time off in excess of the 40 hours allowed to be rolled over pursuant to the Human Resources Policy Manual; and

WHEREAS, the Town Council has determined that reconciling the employee PTO accrued during and rolled over in response to the COVID-19 pandemic and thereafter is in the best interest of the citizens of the Town of Loxahatchee Groves, Florida.

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; and

Section 2. The Town Council of the Town of Loxahatchee Groves hereby acknowledges the following employee unused PTO hours through July 29, 2022, as reflected by the Town's payroll system:

Lakisha Burch	231.62 hours
Larry Peters	278.17 hours
Francine Ramaglia	426.18 hours
Cheryl Miller	119.24 hours
Linda Waddell	12.36 hours

Section 3. The Town Council of the Town of Loxahatchee Groves hereby acknowledges that the Assistant Director of Public Works was provided 40 hours of PTO upon hire (March 14, 2022) and such provision of leave was not consistent with the policy in effect. Notwithstanding, and to promote employee good will and morale, the Town hereby ratifies this one-time provision

that must be used and/or carried over in accordance with the Town's Human Resources Policy Manual, as amended from time to time.

Section 4. The Town Council of the Town of Loxahatchee Groves hereby declares that the above-listed employees in Section 2 be paid for the unused PTO less 40 hours which shall be retained, as listed herein, no later than September 30, 2022, provided that if any employee's current balance as of the date of payment is more or less than their hours as listed herein, that employee shall be paid 100% of their then current balance, less 40 hours.. The retained 40 hours may only be carried over to October 1, 2022, if such carryover is consistent with, and not in addition to, the Town's Human Resources Policy Manual then in effect.

Section 4. The Town Council of the Town of Loxahatchee Groves hereby declares that the above-listed employees in Section 2 shall be subject to the Town's Human Resources Policy Manual, including the accrual and carryover rates for PTO, as amended from time to time, and consistent with all other employees beginning October 1, 2022.

Specifically, however, the Interim Town Manager or Town Manager, as the case may be, shall provide immediate notice, within 5 business days, to the one employee currently subject to an "Employment Letter" and notify such employee of a status change effective 90 days from the date of such notice that the employee shall be governed in full by the Town's Human Resources Policy Manual with respect to PTO and all other benefits and terms and conditions of employment, including insurance coverages, and the provisions of the Employment Letter shall be no longer in effect.

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>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGE HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, 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 _____ 2022.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Office of the Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

- A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.
- B. Designate additional Deputy State Coordinating Officers, as necessary.
- C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.
- D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

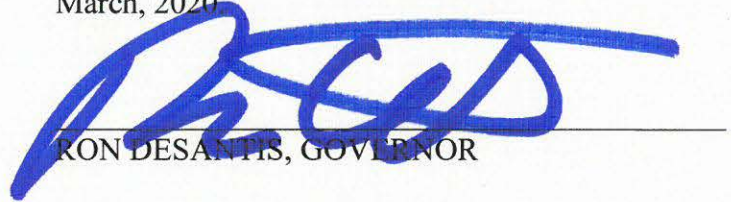
Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:


SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.


RON DESANTIS, GOVERNOR

FILED
2020 MAR -9 PM 5:52
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 21-45
(Emergency Management -Extension of Executive Order 20-52-COVID-19)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire state due to COVID-19; and

WHEREAS, no state of emergency declared pursuant to the Florida Emergency Management Act may continue for more than 60 days unless renewed by the Governor; and

WHEREAS, the impact of COVID-19 poses a continuing threat to the health, safety and welfare of the State of Florida and its residents; and

WHEREAS, as Florida recovers and re-launches its economy, I am committed to providing all available resources to assist Floridians and local communities with their efforts.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency declared in Executive Order 20-52, as extended by Executive Orders 20-114, 20-166, 20-192, 20-213, 20-276, and 20-316 will be extended for 60 days following the issuance of this order for the entire State of Florida.

Section 2. All actions taken by the Director of the Division of Emergency Management as the State Coordinating Officer with respect to this emergency before the issuance of this Executive Order are ratified, and he is directed to continue to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation

plans necessary to cope with the emergency.

Section 3. Except as amended herein, Executive Order 20-52, extended by Executive Orders 20-114, 20-166, 20-192, 20-213, 20-276, and 20-316 is ratified and reaffirmed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 26th day of February, 2021.


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

2021 FEB 26 PM 4:45
DEPARTMENT OF STATE
TALLAHASSEE, FL

FILED

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT THE TOWN MANAGER MAY DECLARE A LOCAL STATE OF EMERGENCY AS NEEDED AND RELATED TO IMPACTS OF THE COVID-19 PANDEMIC, AS REFERRED TO IN COUNTY, STATE AND NATIONAL HEALTH EMERGENCY DECLARATION ORDERS; THE TOWN COUNCIL FURTHER PROVIDES THAT THE TOWN MANAGER HAS THE AUTHORITY TO SUSPEND, CANCEL OR RESCHEDULE OTHER NON-ESSENTIAL PUBLIC MEETINGS, LIMIT PUBLIC ACCESS TO TOWN FACILITIES AND SERVICES, PROVIDE FOR EMPLOYMENT MATTERS INCLUDING BUT NOT LIMITED TO FLEXIBLE SCHEDULING AND ALTERNATIVE STAFFING MODELS TO SERVE THE TOWN'S NEEDS; INCLUDING CANCELLING OUTSIDE EVENTS AND ACTIVITIES AND OTHER RELATED PURPOSES FOR EFFICIENT AND SAFE OPERATIONS FOR THE TOWN BUSINESS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 11, 2020 the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, the United States Centers for Disease Control and Prevention (CDC) has deemed it necessary to prohibit or restrict non-essential travel to or from certain countries of concern; and

WHEREAS, The Federal, State and County governments have all declared "States of Emergency" orders regarding the COVID-19 Pandemic; and,

WHEREAS, The Federal, State and County governments have recommended limiting public access, exposure and congregation of the public at events, meetings and gatherings and further directed to provide for employment matters including but not limited to flexible staffing, alternate work schedules, telecommuting paid leave time and other pandemic pay policies for employees, and to suspend, cancel or reschedule other non-essential public meetings, congregation of groups and limit public access to facilities and services; and,

WHEREAS, The health and safety of the public in general under existing government emergencies declarations regarding the COVID-19 Pandemic are ongoing and evolving at a rapid unpredictable pace; thus it is in the best interest of the residents of the Town of Loxahatchee Groves for the Town Council to adopt this resolution.

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

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

Town Of Loxahatchee Groves Resolution No. 2020-04

Section 2. The Town Council hereby directs that due to these important government declared pandemic health and safety matters, until directed otherwise by the Town Council, the determination is to be made by the Town Manager in regards to impacts of the covid-19 pandemic as referred to in county, state and national health emergency declaration orders; the town council further provides that the town manager has the authority to suspend, cancel or reschedule other non-essential public meetings, limit public access to town facilities and services, providing for flexible scheduling and alternative staffing models, telecommuting paid leave time and other pandemic pay policies to serve the residents' needs; also cancelling outside events and activities and other related purposes for efficient and safe operations for the town business.

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>
Robert Shorr, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave DeMarios, Vice Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lisa El-Ramey, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF March, 2020.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Robert Shorr, Mayor

Town Of Loxahatchee Groves Resolution No. 2020-04

Town Clerk

Dave DeMarios, Vice Mayor

Laura Danowski, Council Member

APPROVED AS TO LEGAL FORM:

Lisa El-Ramey, Council Member

Office of the Town Attorney

Phillis Maniglia, Council Member

Employee Paid Time Off

Item 6.

Employee Name / Social Security Number / Hire Date	Carried Forward	Hours Available	Hours Taken	Balance
Paid Time Off Plan : Personal				
Pay Frequency : Biweekly				
Burch, Lakisha Q / xxx-xx-9367 / 1/21/2019	This period: YTD 01/21/2022 - 01/20/2023 Plan Totals:	5.54 295.62	0.00 64.00	231.62
Coates, Cheri R / xxx-xx-8045 / 9/7/2021	This period: YTD 09/07/2021 - 09/06/2022 Plan Totals:	3.69 88.56	0.00 60.00	28.56
DeFranc, Jadnack / xxx-xx-6016 / 3/1/2021	This period: YTD 03/01/2022 - 02/28/2023 Plan Totals:	3.69 75.25	0.00 62.15	13.10
Mabb, James / xxx-xx-2618 / 2/16/2022	This period: YTD 02/16/2022 - 02/15/2023 Plan Totals:	3.69 44.28	0.00 0.00	44.28
Matos-Severino, Mario M / xxx-xx-3426 / 3/14/2022	This period: YTD 03/14/2022 - 03/13/2023 Plan Totals:	3.69 76.90	0.00 8.00	68.90
Miller, Cheryl L / xxx-xx-4774 / 11/13/2018	This period: YTD 11/13/2021 - 11/12/2022 Plan Totals:	5.54 305.24	0.00 186.00	119.24
Peters, Larry A / xxx-xx-7365 / 8/8/2018	This period: YTD 08/08/2021 - 08/07/2022 Plan Totals:	5.54 430.17	0.00 152.00	278.17
Ramaglia, Francine / xxx-xx-6488 / 8/8/2018	This period: YTD 08/08/2021 - 08/07/2022 Plan Totals:	5.54 618.18	0.00 192.00	426.18
Rohman, John P / xxx-xx-5662 / 2/1/2021	This period: YTD 02/01/2022 - 01/31/2023 Plan Totals:	3.69 78.84	0.00 0.00	78.84
Schneider, Amber D / xxx-xx-8886 / 11/8/2021	This period: YTD 11/08/2021 - 11/07/2022 Plan Totals:	3.69 70.11	0.00 36.00	34.11
Trudel, Jean M / xxx-xx-9364 / 7/13/2021	This period: YTD 07/13/2022 - 07/12/2023 Plan Totals:	3.69 63.33	0.00 0.00	63.33
Waddell, Linda S / xxx-xx-7971 / 6/26/2018	This period: YTD 06/26/2022 - 06/25/2023 Plan Totals:	5.54 45.36	24.00 33.00	12.36
Pay Frequency Totals : Biweekly	This period:	53.53	24.00	
	Year to Date Plan Totals:	1018.31	2191.84	793.15
Paid Time Off Plan Totals : Personal	This period:	53.53	24.00	
	Year to Date Plan Totals:	1018.31	2191.84	793.15
Company Totals :	This period:	53.53	24.00	
	Year to Date Plan Totals:	1018.31	2191.84	793.15

Company: Town Of Loxahatchee Groves
Check Dates From: 7/29/2022 to: 7/29/2022
Pay period from: 07/16/2022 to: 07/29/2022

1 of 1

Date Printed: 08/08/2022 14:32
25162291 - KD/FT3



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: Francine L. Ramaglia, Town Manager

DATE: August 16, 2022

SUBJECT: Discussion and Demonstration of CodeRed

Background:

The Town has entered into agreement with OneSolve (CodeRed) in order to establish an easier more functional way to provide messaging through “push media” to the Town’s residents.

CodeRed is a Public Safety and Government Alerting Solution designed to enable local government and public safety officials to record, send, and track personalized voice, email, and text messages to residents and staff in minutes, CodeRED® serves as a critical part of emergency management preparedness plans.

Carlos Perez of CGP, will give an update and demonstration of CodeRed.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: August 16, 2022
SUBJECT: Discussion of Budget Calendar and Workshop

Background:

As the approval of the FY 2022/2023 Budget is approaching, staff would like to discuss and get Council feedback on:

- Timing and approach to the budget review and workshops
- Staffing model
- Capital projects including allocation of ARPA funding
- Other budget considerations as time permits

The preliminary detailed budget worksheets have been distributed to both the Council and to the FAAC (who held its first meeting on August 10th) and staff is working on refining revenue projections, operating costs and capital project timing/cost estimates.

Along with the draft of the updated Human Resources Manual distributed for both Council and FAAC review, all job descriptions are in process of updating while we also evaluate administrative and routine functions that can be performed more cost effectively by outside contractors and/or by different assignments among staff. In addition to the staffing model, we are also looking at various market surveys with respect to developing a more formal pay plan consistent with other local governments. It is important to note that inflation remains high and in July was over 9% for the trailing 12-month period.

A key element of the upcoming budget is how we spend the roughly \$1.8 million in ARPA funds which staff is currently anticipating will be used primarily for drainage projects with the remainder for continuing the overlay program adopted in FY 2021.

Attached is *a draft listing of the Town's potential capital projects* for FY 2023 through FY 2026 for Council discussion and feedback (it should be noted that this document is in process of internal review and subject to changes in both estimates and timing as well as potential projects listed).

TOWN OF LOXAHATCHEE GROVES

Proposed 2022-2023 Fiscal Year Budget (FY23)

FY23 Budget Workbook: Version 1 for Budget Workshop August 2022

CAPITAL PROJECTS WORKSHEET

			Annual Cost (one-time projects)	Total Cost (multiple year projects)	Estimated Timeframe	2023	2024	2025	2026
Road Paving Plan (overlay program)									
A South	1.25 miles	\$	250,000		2024		\$ 250,000		
B North	0.5 miles	\$	95,000		2024		\$ 95,000		
E North to SN	1 miles	\$	188,000		2023	\$ 188,000			
E S Okee to CC	1.25 miles	\$	250,000		2023	\$ 250,000			
E S to Southern	0.4 miles	\$	80,000		2024		\$ 80,000		
N North	2 miles	\$	319,000		2024		\$ 319,000		
East G	0.5 miles								
E 25th St N	0.25 miles								
Folsom	0.3 miles	\$	60,000		2023	\$ 60,000			
6th Ct	0.75 miles								
Tangerine	0.5 miles	\$	100,000		2024		\$ 100,000		
E Citrus	0.5 miles	\$	100,000		2024		\$ 100,000		
147th					2024				
160th Ave N	0.4 miles								
161st Ter N	2 miles								
Collect Canal	3.25 miles	\$	650,000		2023	\$ 650,000			
Casey Rd	0.75 miles	\$	150,000		2025			\$ 150,000	
Compton	0.75 miles	\$	150,000		2025			\$ 150,000	
Bryan	0.75 miles	\$	150,000		2025			\$ 150,000	
Marcella	0.75 miles	\$	150,000		2025			\$ 150,000	
Gruber	0.5 miles	\$	100,000		2025			\$ 100,000	
		\$	2,792,000			\$ 1,148,000	\$ 944,000	\$ 700,000	
Road Rock Plan (rebuilding of road beds)									
South 'E' and Citrus		\$	112,800		2023	\$ 112,000			
A South	1.25 miles	\$	80,000		2024		\$ 80,000		
B North	0.5 miles	\$	40,000		2024		\$ 40,000		
E SN to NN	1 miles	\$	65,000		2023	\$ 65,000			
E S Okee to CC	1.25 miles	\$	100,000		2023	\$ 100,000			
E S to Southern	0.4 miles	\$	40,000		2024		\$ 40,000		
N North	2 miles	\$	160,000		2025			\$ 160,000	
East G	0.5 miles	\$	40,000		2025			\$ 40,000	
E 25th St N	0.25 miles	\$	20,000		2025			\$ 20,000	
Folsom	0.3 miles	\$	30,000		2025			\$ 30,000	
6th Ct	0.75 miles	\$	158,400		2024		\$ 158,400		
Tangerine	0.5 miles	\$	65,000		2023	\$ 65,000			
E Citrus	0.5 miles	\$	45,000		2023	\$ 45,000			
147th	0.125 miles	\$	10,000		2023	\$ 10,000			
161st Ter N	2 miles	\$	130,000		2024		\$ 130,000		

TOWN OF LOXAHATCHEE GROVES

Proposed 2022-2023 Fiscal Year Budget (FY23)

FY23 Budget Workbook: Version 1 for Budget Workshop August 2022

CAPITAL PROJECTS WORKSHEET

		Annual Cost (one-time projects)	Total Cost (multiple year projects)	Estimated Timeframe	2023	2024	2025	2026
160th Ave N	0.4 miles	\$ 53,600		2023	\$ 53,600			
22nd N/F/P	0.6 miles							
Collect Canal	3.25 miles	\$ 120,000		2023	\$ 120,000			
Casey Rd	0.75 miles	\$ 65,000		2024		\$ 65,000		
Gruber	0.5 miles	\$ 40,000		2023	\$ 40,000			
		<u>\$ 1,374,800</u>			<u>\$ 610,600</u>	<u>\$ 513,400</u>	<u>\$ 250,000</u>	
Other Road Materials and Supplies								
Road Maintenance								
Miscellaneous Annual Rock Replenishment		\$ 150,000	annually	2023	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Road Rehabilitation								
North Road (Saw cut & repair with asphalt---see paving estimate below)		\$ 60,000		2023	\$ 60,000			
Berm and sod replacement		\$ 50,000		2023	\$ 50,000			
		<u>\$ 260,000</u>			<u>\$ 260,000</u>	<u>\$ 150,000</u>	<u>\$ 150,000</u>	<u>\$ 150,000</u>
Required Drainage Repairs								
Maintenance program to improve conveyance and drainage								
Specific Maintenance Projects								
Pump House		\$ 15,000		2023	\$ 15,000			
Gate Repairs at 'A'		\$ 10,000		2023	\$ 10,000			
Gate Repairs at 'D'		\$ 25,000		2023	\$ 25,000			
		<u>\$ 50,000</u>			<u>\$ 50,000</u>			
Swales & Culverts								
North A Road Drainage		\$ 160,000		2023	\$ 160,000			
North B Road Drainage		\$ 160,000		2023	\$ 160,000			
North C Road Drainage		\$ 160,000		2023	\$ 160,000			
South D Road Drainage:		\$ 160,000		2023	\$ 160,000			
Tangerine								
Collecting Canal								
Southern Blvd (including trail in swale)								
South E and Citrus Drainage (Without tree removal)		\$ 90,000		2024		\$ 90,000		
		<u>\$ 730,000</u>			<u>\$ 640,000</u>	<u>\$ 90,000</u>		
Culverts								
F and Marcella		\$ 25,000		2023	\$ 25,000			
Folsom and Compton		\$ 25,000		2023	\$ 25,000			
1550 'C' Road		\$ 25,000		2023	\$ 25,000			
24th Court North and C Rd		\$ 25,000		2023	\$ 25,000			
161st and A Rd Bridge Culvert		\$ 100,000		2023	\$ 100,000			
Gruber Ln and D Rd Bridge culvert		\$ 100,000		2023	\$ 100,000			
11th Ter and D Rd Bridge Culvert		\$ 100,000		2023	\$ 100,000			
C Rd and Collecting Canal Equestrian Bridge Culvert		\$ 100,000		2023	\$ 100,000			

TOWN OF LOXAHATCHEE GROVES
Proposed 2022-2023 Fiscal Year Budget (FY23)
FY23 Budget Workbook: Version 1 for Budget Workshop August 2022

CAPITAL PROJECTS WORKSHEET

	Annual Cost <i>(one-time projects)</i>	Total Cost <i>(multiple year projects)</i>	Estimated Timeframe	2023	2024	2025	2026
E Rd and Collecting Canal Culvert	\$ 100,000		2023	\$ 100,000			
Miscellaneous culvert failures/emergency repairs throughout Town	\$ 100,000		2023	\$ 100,000			
	<u>\$ 700,000</u>			<u>\$ 700,000</u>			
Repair and Maintenance Canals							
Cost to restore banks to 1.5:1 slope (30 Miles at 5% annually over 20 years) = 1.5 Miles at \$150.00 /LF	\$ 1,210,500	\$ 24,260,000	2023-2039	\$ 50,000	\$ 1,210,500	\$ 1,210,500	\$ 1,210,500
Seven Locks/Weirs at \$150,000 each location	\$ 350,000	\$ 1,050,000	2023-2025		\$ 350,000	\$ 350,000	\$ 350,000
	<u>\$ 1,560,500</u>	<u>\$ 25,310,000</u>		<u>\$ 50,000</u>	<u>\$ 1,560,500</u>	<u>\$ 1,560,500</u>	<u>\$ 1,560,500</u>
Other Specific Road & Drainage Improvements							
Roadway Signage (uniformity)	\$ 25,000		2023	\$ 25,000			
Catch Basin Project	TBD		TBD				
Public Footprint (surveys, mapping & title searches)	TBD		TBD				
Paving & drainage improvements on Town roads:							
Refurbish edges and resurface all 2 miles of OGEM (North road)	\$ 360,000		TBD				
Pave Collecting Canal Rd	\$ 650,000		TBD				
Collecting Canal System Rehab <i>(estimate from prior years RETGAC)</i>	\$ 1,100,000		TBD				
Intersection Signals							
Okeechobee at D road, F & Folsom	TBD		TBD				
SWM System Improvements <i>(estimate from prior years RETGAC)</i>							
Annual surface water management infrastructure project(s) to improve flood control, adherence to NPDES requirements and water quality.	TBD		TBD				
	<u>\$ 2,135,000</u>			<u>\$ 25,000</u>			
Trails System							
Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.							
North Road Trail <i>(estimate from prior years RETGAC)</i>	\$ 95,000		2023	\$ 95,000			
Horse crossings at B, D and F Roads along canal heads	TBD		TBD				
Hand pump and trail amenities at C	TBD		TBD				
Development of a Linear Park from A Road to Folsom Road South of Collecting Canal Road	TBD		TBD				
Other Trails Improvements	TBD		TBD				
	<u>\$ 95,000</u>			<u>\$ 95,000</u>			
Other Capital Projects							
Public Works Equipment Storage Building <i>(estimate from prior years RETGAC)</i>	\$ 1,388,000		TBD				
School Bus Stops Shelters \$25,000 each	\$ 25,000		TBD				
Purchase Machinery & Equipment							
Tractor Mower	\$ 125,000		2023	\$ 125,000			
6" Mobile Pump and Trailer for Canals North of Okeechobee	\$ 55,000		2023	\$ 55,000			

TOWN OF LOXAHATCHEE GROVES

Proposed 2022-2023 Fiscal Year Budget (FY23)

FY23 Budget Workbook: Version 1 for Budget Workshop August 2022

CAPITAL PROJECTS WORKSHEET

	Annual Cost <i>(one-time projects)</i>	Total Cost <i>(multiple year projects)</i>	Estimated Timeframe	2023	2024	2025	2026
Message Board (Town Messages and Speed Awareness)	\$ 15,000		2023	\$ 15,000			
	<u>\$ 195,000</u>			<u>\$ 195,000</u>			
Rental/Lease Machinery & Equipment							
Dump Truck 10-12 Tons	\$ 60,000		2023	\$ 60,000			
Roller	\$ 50,000		2023	\$ 50,000			
	<u>\$ 110,000</u>			<u>\$ 110,000</u>			
	<u>\$ 11,390,300</u>			<u>\$ 3,883,600</u>	<u>\$ 3,257,900</u>	<u>\$ 2,660,500</u>	<u>\$ 1,710,500</u>