

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

AUGUST 02, 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. Awarding of the Town of Loxahatchee Groves Scholarships
2. Safebuilt (Code Enforcement) Update.

CONSENT AGENDA

3. Consideration of approval of Meeting Minutes
 - a. June 7, 2022, Community Workshop Meeting Minutes
 - b. June 7, 2022, Town Council Regular Meeting Minutes
 - c. June 21, 2022, Community Workshop Meeting Minutes
 - d. June 21, 2022, Town Council Regular Meeting Minutes
 - e. July 5, 2022, Community Workshop Meeting Minutes
 - f. July 5, 2022, Town Council Regular Meeting Minutes
4. Consideration of **Resolution No. 2022-42** accepting easements.
5. Receive and File vendors payments in FY 2022 between \$10,000 and \$25,000.
6. Consideration of **Resolution No. 2022-43** waiving rates, fees, and charges for Planning and Zoning, permitting, and other services.

- [7.](#) Consideration of **Resolution No. 2022-41** Approval of Communication Emergency Response Teams (CERT) Agreement Modification (Store trailers in Public Works Yard).
- [8.](#) Consideration of **Resolution No. 2022-31** of Broadband Interlocal Agreement-For Co-utilization of the Palm Beach County Information Technology Services.

REGULAR AGENDA

- [9.](#) Consideration of **Resolution No. 2022-35** approving contract with CGP.
- [10.](#) Discussion of alternate methods of collection of Solid Waste and consideration of **Resolution No. 2022-30** approving amendment to Solid Waste Hauler contract for Extraordinary Rate Adjustment.
- [11.](#) Consideration of **Resolution No. 2022-44** designating property as surplus.

DISCUSSION

- [12.](#) Discussion of fees charges, waiver, and adjustment guidelines.
13. Discussion of HR Workshop and dates.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

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.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF ATTORNEY-CLIENT CLOSED DOOR SESSION
DECEMBER 14, 2021, 10:00 a.m.**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 10:02 a.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led the Moment of Silence.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Margaret Herzog, Phillis Maniglia, and Marianne Miles, Town Manager James Titcomb, Town Attorney Elizabeth Lenihan, Outside Counsel Michael Burke and Town Clerk Lakisha Burch.

Town Attorney Elizabeth Lenihan read the below caption:

Attorney-Client Session

Tuesday, December 14, 2021, 10:00 a.m.

Attorney-Client Closed Door Session

Pursuant to section 286.011(8), Florida Statutes, the Town Attorney announced her desire for advice from the Town Council concerning pending litigation, specifically regarding settlement negotiations and strategy related to litigation expenditures in the case of 444 B Road, LLC and 556 B Road, LLC v. Town of Loxahatchee Groves, Florida, Case No. 2020-CA-000436 and the case of Elaine Smiley, Seth Brier, Country Corner General Store "LLC", and 556 B Road, LLC v. Town of Loxahatchee Groves, William F. Underwood, II, and Underwood Management Services Group, LLC, Case No. 2018-CA-002087(AF), both in the circuit court of the 15th Judicial Circuit, in and for Palm Beach County, Florida and she requested an attorney-client session to be scheduled for

December 14, 2021, at 10:00 a.m.

The Town Attorney made this request at the Town Council's public meeting held on February 1, 2022. The session will be attended by the members of the Town Council Mayor Robert Shorr; Vice Mayor Laura Danowski; Council Members Phillis Maniglia, Marge Herzog, and Marianne Miles; Town Manager Jamie Titcomb; Town Attorney, Elizabeth Lenihan; and outside counsel Michael Burke. A certified court reporter will be present to ensure that the session is fully

transcribed, and the transcript will be made public upon the conclusion of the above-cited, ongoing litigation. The estimated length of the attorney-client session will be approximately 60 minutes.

RECESS

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to enter into Attorney-Client session and recess of meeting at 10:02 a.m. it was voted as follows: Aye: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

RECONVENE

Town Attorney Lenihan stated that the Attorney-Client Session that was held on February 11, 2022 444 B Road, LLC and 556 B Road, LLC v. Town of Loxahatchee Groves, Florida, Case No. 2020-CA-000436 and the case of Elaine Smiley, Seth Brier, Country Corner General Store “LLC”, and 556 B Road, LLC v. Town of Loxahatchee Groves, William F. Underwood, II, and Underwood Management Services Group, LLC, Case No. 2018-CA-002087(AF), both in the circuit court of the 15th Judicial Circuit, in and for Palm Beach County, Florida has concluded at 11:19 a.m.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to reconvene the meeting at 11:19 a.m. it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Councilmember Maniglia asked due to the catastrophic damage that was done by the tornado that hit the state of Kentucky, could the food that has been collected for the Holiday Gift Baskets be donated to the victims? Councilmember Miles stated that the Town Clerk and staff has put a lot of work into this project and the Town needs to continue with the plans for the residents and if there are any leftovers afterwards then donate the remainder. There were further discussions by Town Council and staff.

There was a consensus to continue with the Holiday Gift Baskets for Town residents.

ADJOURNMENT

There being no further business the meeting was adjourned at _____ a.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

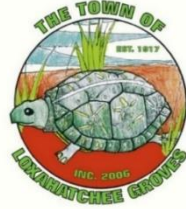
Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL REGULAR MEETING

JUNE 7, 2022

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 6:32 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, Margaret Herzog, Marianne Miles and, Town Manager James Titcomb, Assistant Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, Assistant Public Works Director Mario Matos and Absent: Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Vice Mayor Danowski requested that Council consider if the Town Attorney has something that she needs to discuss that is important before Council that it comes before item #5 under Discussion & Action.

Mayor Shorr asked if there is a title for the item to be discussed.

Town Attorney Lenihan responded it is an amendment to the Town Manager contract.

Mayor Shorr inquired if this item would be made 5a.

Town Attorney Lenihan said that it would be a new item 5; she wanted it to be clear.

Mayor Shorr said he would like to do a proclamation before public comments.

Town Attorney advised it would be a proclamation, presentation, and a short recess.

Mayor Shorr clarified that he would like to do a proclamation, presentation, and short recess for the outgoing Town Manager.

Councilmember Maniglia said she would like to pull item #4 for discussion.

Mayor Shorr said that when we get to consent that is when you pull it.

Town Council made a consensus to make changes as is.

Mayor Shorr read the proclamation into the record and presented the proclamation to Town Manager Titcomb.

Town Manager Titcomb asked who wrote all that stuff; secondly, he is supposed to be the guy behind the camera. He said that it has been a pleasure and honor.

Eryn Russell Ambassador with the Florida League of Cities located in Tallahassee, Florida provided background on the league, and she advised that the League is the voice for Florida's 411 cities, towns, and villages since 1922. She mentioned that they are excited to celebrate 100 years this year. She stated the goals of the league; thanked the Town for being an active member. She said that it is an honor to be here tonight to recognize and honor Town Manager Titcomb of Loxahatchee Groves. She read the plaque and presented it to Town Manager Titcomb and thanked Mr. Titcomb for his reasonable service.

Mayor Shorr called for Town Council recess at 6:44 p.m.

Motion was made by Councilmember Maniglia, seconded by Mayor Shorr for recess. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Maniglia, Miles, and Herzog. Motion passed unanimously.

Mayor Shorr reconvened the Town Council meeting at 6:59 p.m.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was public comment made by Manny Hernandez, Cassie Suchy, and Paul Coleman.

Mayor Shorr advised Mr. Hernandez to send an email to Town Manager Titcomb regarding the water control comment.

Town Manager Titcomb advised Mr. Hernandez he has two more days to reach him as his last day is Thursday; he recommends Mr. Hernandez reach out to Larry Peters Director of Public Works. He advised that he would like to invite the Palm Beach Sheriff's Office (PBSO) representative to make a few comments and provide highlights as Captain Turner has a competing meeting today.

Lieutenant Robert Demarzo for PBSO Districts 15, 17, and 18 thanked Council for having him tonight and reported the numbers for the month of May.

Councilmember Maniglia asked Mr. Peters if he received a call from PBSO or the Town Manager regarding the car compromising the E Road berm on the North side.

Mr. Peters responded yes; he received a texted picture.

Councilmember Maniglia said she hopes that Mr. Peters reaches out to management while he is on, therefore, they can come to make sure that there is no danger to the public.

Mr. Peters responded no problem.

Vice Mayor Danowski asked Lieutenant Demarzo whether a paved or dirt road enhances or decreases crime. She mentioned some of the comments from residents.

Lieutenant Demarzo said that he does not have any background to say; in his experience crime occurs in every type of community; he cannot say for sure, and he does not know if there is a statistic for that.

CONSENT AGENDA

1. Approval of Meeting Minutes.

a. February 1, 2022, Town Council Community Resident Workshop Meeting

2. Approval of **Resolution No. 2022-23** authorizing the purchase and financing of grader.

3. Approval of **Resolution No. 2022-24** authorizing the extending/amending of the Town's emergency Line of Credit with Bank United not to exceed \$500,000 through June 7, 2025.

4. Approval of **Resolution No. 2022-25** authorizing the expenditures with CGP Agency, LLC in the Town's best interest as follows: ratifying total purchases and payments for CGP Agency, LLC in the amount of \$55,000 and establishing work authorization/task order process for additional work not to exceed \$ _____ in total through September 30, 2022. **ITEM PULLED FOR DISCUSSION.**

Councilmember Maniglia said she would like to pull item #4 for discussion.

Vice Mayor Danowski said that she would like to pull item #4 for discussion also.

Motion was made by Councilmember Maniglia, seconded by Vice Mayor Danowski to approve items #1 - #3. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmember Miles, Herzog, and Maniglia. Motion passed unanimously.

Town Manager Titcomb noted that there are twenty-three pages of line-item services to the Town for item #4.

Councilmember Maniglia commented that she did not vote aye to a social media service and not this particular one.

- \$25k Budget/ \$43K bill
- Inquired on invoice/overages

Town Manager Titcomb said the twenty-three pages before Council represent the invoices for the work that is under this time span. He mentioned how reports and invoices are done.

- Factors that creep in
- Explained what is being done to address this

Councilmember Maniglia inquired who wrote the twelve-page agreement.

Town Attorney Lenihan responded she did.

Councilmember Maniglia inquired why their attorney had not written it and the Town Attorney argue it.

Town Attorney Lenihan responded it easier for us and explained why.

There was discussion between Town Council, Town Attorney, and the Assistant Town Manager.

Councilmember Maniglia said that she would like to table this item until she has had time to digest this.

There was public comment made by Todd McClendon.

Vice Mayor Danowski inquired how much has been paid on this.

Assistant Town Manager Ramaglia responded \$43,090.00

Town Manager Titcomb commented this is inclusive of all this stuff.

Vice Mayor Danowski said she supports Councilmember Maniglia's cap of \$25k and commented let's put the simple things on push media and use the design firm for important things.

- The Town's need for some sort of social media presence.
- CGP's Agency Rates
- Code Red

Councilmember Miles commented that she agrees with Councilmember Maniglia and Vice Mayor Danowski.

- Cost
- The \$25k Budget.
 - She commented that she is stuck on giving them more work for just to be burnt a second time; either we can table it to look at this further or squash it.

Councilmember Herzog commented that she kind of agrees with everyone.

- \$55K cap
- Monitoring and cautioning the company

Mayor Shorr inquired about Blackbaud monitoring.

Assistant Town Manager Ramaglia explained what the issue was and noted it was flagged.

There was discussion between Town Council, Assistant Town Manager Ramaglia, and Town Manager Titcomb.

Town Attorney Lenihan noted the resolutions before Council; Resolution No. 2022-25 to approve expenditures and Resolution No. 2022-26 approving the draft contract. She said if Council wants to hold off on that part to approve it as is or decrease the amount that part is a little more flexible. If Council does not approve a contract tonight to move forward to cover this fiscal year that has a dollar amount with a threshold in it; she is alerting Council that the invoices being approved tonight retroactively or ratified through the month of April; services have been provided for the month of May; Council would need to advise how they would like to handle announcements. She said we would be back before Council for another adjustment at some point to approve the period of time now through or until action is taken on a contract.

Vice Mayor Danowski thanked the Town Attorney for advising Council that something will be coming through for the month of May. She mentioned she has no intention of approving Resolution No. 2022-26 as it would be prudent for each Councilmember to determine what they would like and advise how much they would like to have spent on a media company to be brought back for discussion.

Councilmember Maniglia

- Cost for Coffee with the Mayor/other event costs
- Time to review invoice
- Request for Proposal (RFP)/cost for RFP

Councilmember Herzog inquired who monitors what goes out.

Town Manager Titcomb responded that most of the work is directed by the Town Clerk's Office in response to things that need to be produced, created, put into production, and placed on the Town's various media sources.

Motion made by Councilmember Maniglia, second by Councilmember Herzog to bring Resolution No. 2022-25 back to the next meeting in order for the Council to digest this bill therefore Council could have more scope of work.

Town Attorney Lenihan advised that a motion is not needed. She reiterated that Council just wants staff to revise and update the resolution with the last invoice and bring it back.

There was discussion among Town Council to have the item brought back at the second meeting in July.

Mayor Shorr said Council needs to take some action therefore it shows up in the minutes.

Town Attorney Lenihan advised that Council has given staff direction to bring it back after the final invoice.

Vice Mayor Danowski asked if this includes Resolution No. 2022-26.

Councilmember Maniglia responded no; this is for Resolution No. 2022-25.

Mayor Shorr commented that staff will bring back a final encumbered amount.

There was consensus to have Resolution No. 2022-25 brought back before Council with the final invoice amount.

DISCUSSION & ACTION

5. Approval of ***Resolution No. 2022-26*** draft contract for CGP Agency.

Councilmember Maniglia said that if we are going to hire a social media company perhaps, we should take a Request for Proposal (RFP). She inquired about the expense of an RFP.

Assistant Town Manager Ramaglia responded it is not significant.

Town Manager Titcomb reiterated Vice Mayor Danowski's comment that each Councilmember should consider the scale and scope of what communication looks like; therefore, it can be built into the RFP if Council goes in that direction.

Councilmember Maniglia

- Code Red and Road Closures

Vice Mayor Danowski commented she is not sure she wants to go out for an RFP or RFQ because we already have the relationship with the agency and explained why.

Councilmember Miles said that Council needs to put what is important to us and tell the agency what we would like for them to do.

Town Manager Titcomb said this item will come back with those considerations; an invitation will be sent to the agency to come in and have a dialog with the Council on the scope of work and parameters.

There was discussion between the Town Council, Town Manager Titcomb, and Town Attorney Lenihan regarding the Council review of invoices, scope of work, Family Fun Day event, and bringing the item back for the second meeting in July.

Assistant Town Manager Ramaglia advised there is a public comment for item #4.

Mayor Shorr advised that public comment is closed.

Town Manager Titcomb asked for clarification as to Council consensus; he reiterated to put the agency on hold until the issues are worked out; except for the Family Fun Day event and have them come back with the revisional comments for the second meeting in July.

Councilmember Herzog said we need to know what the agency has in the queue to be worked on.

There was consensus by Town Council to place the agency on hold until the issues are worked out, except for the Family Day event.

5a. Appointing Francine Ramaglia as Acting Town Manager until Town Manager has been appointed by Town Council. **ADD NEW TITLE: AMENDMENT TO TOWN MANAGER AGREEMENT.**

Lara Donlon of Torcivia, Donlon, Goddeau & Rubin, P.A. stated that the Town Manager agreement does not provide a provision for a payout of Paid Time Off (PTO) when someone has been employed for less than 5 years. She mentioned that it was discussed that there is a more global PTO issue that will be brought back before Council at a later meeting to discuss. With respect to his agreement, she mentioned that Council had an interest in providing a payout of accrued and unused PTO; she mentioned an avenue to accomplish that would be to amend the agreement. She said Town Manager Titcomb has made that request; therefore, it is a business decision of the Council to do so. She noted there are 384 PTO hours accrued and unused. She would like to bring it to Council's attention and provide feedback either to decide to whether to act or not.

Mayor Shorr summarized the contract before Council. He advised if the public would like to comment they can fill out a public comment to speak as this item was added.

There was discussion between Mayor Shorr and Ms. Donlon, Esq. regarding the \$23,080.80 calculation.

There was public comment made by Todd McClendon.

Vice Mayor Danowski commented that Town Manager Titcomb has certainly earned it; however, if it is not in the contract a deal is a deal. She mentioned agreeing with Mr. McClendon's comment; she is willing to negotiate this if Mr. Titcomb would stay on until we find and hire a Town Manager and explained why.

Mayor Shorr inquired if employees are allowed to carry over 40 hours according to the current employee manual.

Attorney Lenihan responded yes.

Ms. Donlon, Esq., responded if employees leave after five years, they are actually paid out up to 80 hours; if they have been here five years; they are allowed to carry over from one fiscal year to the next 40 hours.

Mayor Shorr commented if an employee has been here less than five years, they do not get anything.

Ms. Donlon, Esq. said yes, that is the present way the handbook is drafted.

Mayor Shorr commented wow.

Councilmember Maniglia commented this PTO has accrued to such a high number of hours due to Covid in 2020 when our Town Manager did have the authority. She asked Ms. Donlon to run through the background.

Ms. Donlon, Esq. advised that the new policy manual was implemented and approved on January 7, 2020; shortly thereafter Covid hit, and the emergency powers of the Town Manager went into effect. She advised that it was her understanding that it was difficult for staff to take time off; and many were working here or working remotely to get things done; to that end Mr.

Titcomb through his emergency powers of being able to modify policy and flexible work schedules allowed employees to carry over more PTO essentially all their bank over to the next fiscal year. She said going forward we continued into the emergency through late June 2021 and due to as she understands it the lack of ability for employees to take time accrued caused the further carry over from 2021 until now. She mentioned the separate issue will bring back at separate meeting; the amount of the accruals is higher than what is listed in the policy.

Councilmember Maniglia commented in 2021 Covid was lifted.

Ms. Donlon, Esq., said yes, in late June 2021.

Councilmember Maniglia commented that there were no special powers. She asked Ms. Donlon what the verbiage was.

Ms. Donlon explained the emergency authority Mr. Titcomb had when the emergency resolutions were in place and what he could do under that authority. She thinks that the practical challenge was for staff to take the time off between June and the beginning of the fiscal year.

Councilmember Maniglia noted that Ms. Donlon advised her what the legality was earlier prior to the meeting. She commented again Mr. Titcomb rolled over PTO from June 2021 until now; however, Mr. Titcomb did not have a special power.

Ms. Donlon said that there was no authority to do it; neither did it come before Council to her knowledge from 2021 until now.

Mr. Titcomb explained that there were three different periods of time and stated them. He said as it was mentioned by the previous speakers there is a global PTO policy issue that affects most of the staff and the Town. He said that he has a difference of opinion with the attorneys about the statement itself earmarked for 5 years in a 3-year contract because it is not an achievable condition; however, that is a different argument. This instrument before Council is to put the Town Manager on the same playing field as all the other senior management and folks and he explained the reason this occurred and what it means.

Councilmember Miles said she is assuming this is not only for Mr. Titcomb as there has been mention of staff members; this would be for two budget issues in 2020 and 2021; in which amounts have been accruing.

Mr. Titcomb noted that all the accrued PTO time by staff is in the budget and encumbered in the books and the audits. This is not about coming up with the money, it is a liability to the Town.

Councilmember Miles asked Ms. Donlon to provide the total figure and employees that have PTO remaining.

Ms. Donlon responded there are six (6) employees presently employed who are impacted by the PTO calculations and carryover; the total amount identified in the 2020 fiscal year and 2020 financials is around \$83K booked as compensated absences.

Councilmember Miles asked Ms. Donlon if \$83,089k rings a bell.

Ms. Donlon said that would be correct.

There was discussion between Town Council, Lara Donlon, Esq., Town Manager Titcomb, and Assistant Town Manager Ramaglia on hours accrued for staff, line items, liabilities, and the Town Managers' contract.

Councilmember Herzog commented she would like to see that Mr. Titcomb does not lose hours; she thinks he should be compensated.

Motion was made by Mayor Shorr, seconded by Vice Mayor Danowski not approve the amendment to the employee contract, Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmember Miles, Nays: Councilmembers Herzog, and Maniglia. Motion passed 3-2.

6. Appointing Francine Ramaglia as Acting Town Manager until Town Manager has been appointed by Town Council. **CHANGE TITLE FOR ITEM: RESOLUTION NO. 2022-27 EMPLOYMENT AGREEMENT FOR INTERIM TOWN MANAGER.**

Ms. Donlon noted at the meeting on May 3, 2022, Town Council directed staff and the Town Attorney to negotiate an agreement with the Assistant Town Manager and prepare an agreement for Interim Town Manager services. She mentioned in the terms of the agreement Council will see the addressed matters in Ms. Ramaglia's 2018 employment letter and how it would be going forward. She mentioned the extensive discussions with Ms. Ramaglia and advised that she would try to share the information to get Council's input. She noted the basic terms of the agreement and pointed out the changes made to the draft in the agenda backup based upon further discussion with Ms. Ramaglia; and noted that Ms. Ramaglia did not have time to review the final draft prior to the agenda.

Town Attorney Lenihan mentioned the revised draft on the dais for Council. She apologized for not placing it in color for Council to see the highlighted portions in gray that are not easily seen.

Ms. Donlon, Esq., noted on page two (2) in section C5 that a modification was made for Ms. Ramaglia to receive her PTO if she did leave before or within 5 years; additionally, on page three (3) of the contract that payout of the PTO and balances carried over to be paid within 15-30 days of the term commencing; basically she requested within 15 days of the end of the term no later September 30th; the other modification is on page two (2) section C3, she noted the original lump sum 40 hours be paid on her anniversary date and requested for it to be moved to October 1st so that during the time of budget meetings and hearings she would not lose the 40 hours when the carry-over past kick in.

Vice Mayor Danowski commented that she has read this a couple of times and still does not understand it. She asked Ms. Donlon to help her understand the last bullet item and stated the verbiage.

Ms. Donlon Esq. advised when the first draft was provided with the backup it was for the payout of Ms. Ramaglia 380 hours that would be paid within 30 days of her beginning as interim, she

mentioned that issue no longer exists, if the parties agree to make the PTO payment within 15 days of her term of Interim Town Manager ending or by September 30th.

There was discussion between Town Council, Ms. Donlon, Esq., and Ms. Ramaglia.

Motion was made by Councilmember Maniglia, seconded by Councilmember Herzog to approve Resolution No. 2022-27 with the changes in section C5 that were provided to Council. Voting is as follows Ayes: Councilmember Maniglia, Miles, Herzog Nays: Mayor Shorr and Vice Mayor Danowski. Motion passed (3-2).

7. Discussion of Easement (Multi-Use Trail/Roadway Drainage & Utility) Protocols.

Mayor Shorr noted he requested this item to come before Council.

Town Attorney Lenihan mentioned on June 1st, 2021, Town Council had a discussion on easements and proposed protocols for obtaining easements. She noted Council approved the Drainage Easement and Multi-Use Trail Easement Agreement forms. This item is before Council for discussion to determine how to move forward with received easements and a plan for the Town.

There was public comment made by Cassie Suchy and Paul Coleman.

Councilmember Maniglia

- Easements/open gates on the Westside of the canal and sidewalk
 - Let us start with the all-purpose trail and those would be the property owners to approach. Councilmember Maniglia requested the Town Attorney forward her the forms to review.

Councilmember Miles

- Maintenance easements
- ATV riding in swells
- FPL Right-of-way
 - If residents of Loxahatchee Groves have a question or concern; please do not email or text another resident of Loxahatchee Groves; come in and see Town staff or contact Council if there is an issue.
- Remove lobbyist verbiage from item #5 and she explained why.

Vice Mayor Danowski

- Soliciting easements

Mayor Shorr

- Paving Plan approved
 - Easements should not come before Council for approval; there is no need for it. Town Attorney Lenihan advised that it is the Town's Code. Town Manager Titcomb said it

would have to be modified. Town Attorney Lenihan said she can reference the citation when she sends out the easement forms and explained why.

Councilmember Maniglia mentioned her request for Stephanie Mitrione with FPL to attend the meeting.

Town Manager Titcomb responded she was unable to attend and noted the email sent with brief updates.

Councilmember Maniglia requested Mr. Titcomb reach out again to have Ms. Mitrione attend the next meeting to provide an update.

There was discussion between Town Council, Larry Peters, Public Works Director, Town Attorney Lenihan, Town Manager Titcomb, and Assistant Public Works Director regarding opening gates, and maintenance easements; have staff identify properties and the owners to come in and ask questions on the road and pavement plans.

There was consensus to set up a meeting to have the public come in to ask questions about road and pavement plans.

Motion was made by Councilmember Maniglia, seconded by Councilmember Herzog to extend the meeting. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Maniglia, Miles, and Herzog. Motion passed unanimously.

8. Discussion of Recreational Vehicles Application Pursuant to Ordinance No. 2020-07.

Attorney Lenihan noted in the packet before Council is the ordinance adopted in 2020 and the resulting policy and application documentation. Yesterday at the Agenda Review meeting a question came up about the storage verse use of RV; in the Ag reg zoning district, there is a provision and mentioned the provision.

There was public comment by Cassie Suchy.

Councilmember Maniglia asked Town Attorney Lenihan if she spoke to anyone regarding this.

Town Attorney Lenihan stated she had not spoken with anyone from the Palm Beach County Ethics Commission; she spoke with another attorney at the firm; and they looked at the situation and the Town.

Councilmember Maniglia

- RVs on properties/monitoring
Town Attorney Lenihan explained what is allowed and noted the sections.

There was discussion between Town Council, the Town Attorney, Jim Fleischmann, Planner Town Manager Titcomb on affidavits.

Assistant Town Manager Ramaglia advised we will clarify the site plan and identify the hookups; noted the affidavit has a section for perjury.

Councilmember Maniglia said that Palm Beach County needs to be notified in order to collect their 13% tax.

Vice Mayor Danowski

- Inquired on the incentives for complying with this.

Mayor Shorr commented you get Code Enforcement that is the incentive.

Town Attorney Lenihan noted that there is a \$50 permit fee.

There was discussion between Town Council and staff on deposits and adding clarifying language between personal RVs, removing the verbiage free access, and add by appointment.

9. Discussion of Town Manager Recruitment Candidate Selection for Interview.

Attorney Lenihan mentioned that there were two applicants who claimed Veteran preference; one has not submitted the form; she noted they have 5 days to do so.

Councilmember Herzog inquired about Lynn Latimore's application submitted two minutes after the deadline.

There was a Council consensus to accept Lynne Ladner's application.

Motion was made by Vice Mayor Danowski, seconded by Councilmember Maniglia to extend the time. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Maniglia, Miles, and Herzog. Motion passed unanimously.

Councilmember Herzog

- Francine Ramaglia: she could not find anyone as qualified as her.

Councilmember Miles

- Mark Kutney
- Francine Ramaglia.

Vice Mayor Danowski

- Timothy Day
- Patrick Jordan

Councilmember Maniglia

- Francine Ramaglia
- Lynne Ladner

Mayor Shorr

- Francine Ramaglia
- Mark Kutney

Town Attorney Lenihan noted the next steps in the process and advised that interviews are scheduled for June 21st at 6 p.m. Town Council Regular meeting. She mentioned that Larry Tibbs and Chandler Williamson have claimed veterans' preference, and there will be up to four questions.

TOWN STAFF COMMENTS

Town Manager

- Property Appraiser preliminary evaluation
 - County average for all cities 13.67% increase.
 - Loxahatchee Groves is 11.47%
- 2nd Workshop - Okeechobee Boulevard Overlay June 11th from 10 a.m. to 12 p.m.

Councilmember Miles requested a copy of the sign-in sheet for the meeting.

Mr. Titcomb commented how hard the staff work in this town and said that they are great people.

Town Attorney

Thanked Mr. Titcomb for his warm welcome, conversations, and collaborations.

- Planning and Zoning Board appointments
- Litigation updates

Assistant Town Manager

It has been a pleasure working with Mr. Titcomb and thanked Council for their support. She looks forward to the interview.

- Easement Project
- ARPA Funds
- Happy about RV program

Public Works Director

Thanked Mr. Titcomb for his guidance and encouragement.

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Marge Herzog (Seat 5)

Wished Mr. Titcomb luck and success in his future endeavors

Thanked Mr. Peters for the work being done on A Road.

- Flooding

Phillis Maniglia (Seat 1)

- Protocols for calling Costal

Assistant Town Manager Ramaglia mentioned that she has spoken with Coastal, and it has not been updated yet. She mentioned Mr. Grande would like to meet with Council.

- Hurricane Clean up
- Green products for paving
- 43rd Closure
- Okeechobee Overlay

She thanks the job Mr. Titcomb took on is something not everyone could do; he took it on with grace and poise. She commented we were open to forms of corruption because we are a new Town; and she appreciates his years of leadership to transition us and keep us moving forward.

Laura Danowski (Seat 2)

Thanked Mr. Peters and Mr. Matos for a good job on the storm management, canals, and water. She thanked Mr. Titcomb for making government fun, relevant, applicable, and understandable; for guiding us through an ugly period of neglect and mismanagement that was handed to you.

Mr. Titcomb commented it was a team effort.

Marianne Miles (3)

- Water and Canals
- Coastal Vegetation
- Right-Hand Turn coming out of Publix
- Stop Signs on South B and San Diego

Mr. Titcomb commented we would have to do some more tire digging on this.

She appreciates Mr. Titcomb for his grace with the Council and the residents. It has been a pleasure sitting in the hot seat with him.

Motion was made by Mayor Shorr, seconded by Councilmember Maniglia to extend the meeting. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Maniglia, Miles, and Herzog. Motion passed unanimously.

Mayor Robert Shorr (Seat 4)

- Hiring Freeze

He inquired about the number of open positions. Ms. Ramalinga advised there is a position in Finance and two (2) in Public Works. Mayor Shorr inquired about the open position in the Town Clerk's Office. Ms. Ramaglia said that the lady hired has been advised that she is hired on a temporary basis with no commitment to a long-term job.

- Culverts

Town Attorney Lenihan advised it was sent over to Alexksander Boksner, Esq. to review. She mentioned that Mr. Boksner has a couple of questions, and she explained the load.

- North Road Trail veto

He thanked Mr. Titcomb for setting the bar for Town Manager and he appreciates everything he has done; we have got a lot of great things done.

ADJOURNMENT

There being no further business the workshop was adjourned at 11:08 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
JULY 19, 2022**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

COMMENTS FROM THE PUBLIC

There were public comments made by the following: Dr. Deborah Marshall, Katie Lakeman and Todd McLendon.

Dr. Marshall addressed the Council stating that there are gaps between the residents and Town Council (Town Hall Staff). She feels that there should be more effort on the Town's part to reach/educate the residents of things happen within the Town. She also spoke about Town Council having meetings (Agenda Review) and not giving proper notice to the residents. Town Clerk Burch responded by stating that the Agenda Review meetings are open to the public and notices are given to the residents when these meetings are being held. The public is more than welcome to attend but can't ask questions. The Agenda Review meetings are business meetings for Town Council and staff. Agenda Review meetings are where Town Council has the ability to ask questions about items that are scheduled to be discussed or voted on.

Dr. Marshall also commented that

Vice Mayor Danowski asked Dr. Marshall how she would like to be communicated with, Dr. Marshall again stated that she has spoken with neighbors on how to communicate with Town Staff and would like for the Town to reach out more to residents.

Councilmember Miles responded that there are signs around the town announcing meeting and residents can call the Town Council and staff.

Katie Lakeman addressed Town Council stating that sod was put on the trail behind the Aldi.

Todd McLendon addressed Town Council in regard to donation to the Town of Loxahatchee Groves' scholarship fund. He also spoke on the overlay (clear cutting) doesn't know of any law-if could allow, why not change code. He stated that the Unified Land Development Code (ULDC) could be changed.

Town Manager Ramaglia stated that a cease to assist was given this week do to clear cutting.

ADJOURNMENT

The workshop was adjourned at 6:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. 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

Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 14, 2022

SUBJECT: Resolution No. 2022-42 Accepting Easement

Background:

The Town of Loxahatchee Groves received and grant of easement (backup attached) for the below address:

13961 Okeechobee Blvd. Loxahatchee Groves, FL 33470

3254 B Road, Loxahatchee Groves, FL 33470

3120 B Road, Loxahatchee Groves, FL 33470

13101 Collecting Canal Road, Loxahatchee Groves, FL 33470

Recommendations:

Approve requested action via attached ***Resolution No. 2022-42.***

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-42

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING EASEMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Driveway, Drainage, and Multi-Use Trail purposes; and

WHEREAS, D&D Fine Grading, Inc., has executed a Drainage Easement in favor of the Town; and

WHEREAS, David L. Froehlich, Jr. and Catherine A. Froehlich have executed a Drainage Easement in favor of the Town; and

WHEREAS, David Froehlich, Sr. and Linda Froehlich have executed a Drainage Easement in favor of the Town; and

WHEREAS, Kimberly Barone and Andrew J. Barone, individually and as Trustees of the Kimberly Barone and Andrew J. Barone Revocable Trust under Agreement dated June 27, 2016, have executed a Drainage Easement Agreement in favor of the Town; and

WHEREAS, pursuant to Section 05-085 of the Town's Unified Land Development Code and Town Council adopted procedures, all Easements must be accepted by the Town Council prior to recording; and

WHEREAS, the Town Council has determined that it is in the best interests of the residents of the Town to accept the Easements identified herein.

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

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

Section 2. The Town Council accepts the Easements identified herein and directs Town staff to have said Easements recorded in the public records.

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

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall

not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective 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"/>
Phillis Maniglia, COUNCIL MEMBER	<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"/>

**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

Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Marianne Miles

Prepared by and return to:
 Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE EASEMENT ("Easement") is made and entered into this 12th day of July, 2022 by and between **D&D Fine Grading, Inc., a Florida corporation** with a mailing address of 117 Madrid Street, Royal Palm Beach, FL 33411, hereinafter referred to as the "GRANTOR", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, a perpetual roadway/drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the drainage improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

By: John K Herring

Witness name: John K Herring

By: Lexi Collegio

Witness name: Lexi Collegio

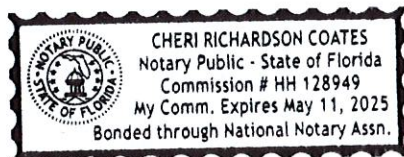
GRANTOR: D&D Fine Grading, Inc

Miguel Reyes
Miguel Reyes, President

STATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12th day of July, 2022, by **Miguel Reyes as President of D&D Fine Grading, Inc., a Florida corporation**, who is ☐ personally known to me or ☒ produced FL DL as identification.

[SEAL]



Cheri R. Coates
(Signature of Notary Public-State of Florida)

GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____
Robert Shorr, Mayor

Town Clerk

Approved as to form
and legal sufficiency

Office of the Town Attorney
Date: _____

Exhibit "A"

Description of Easement

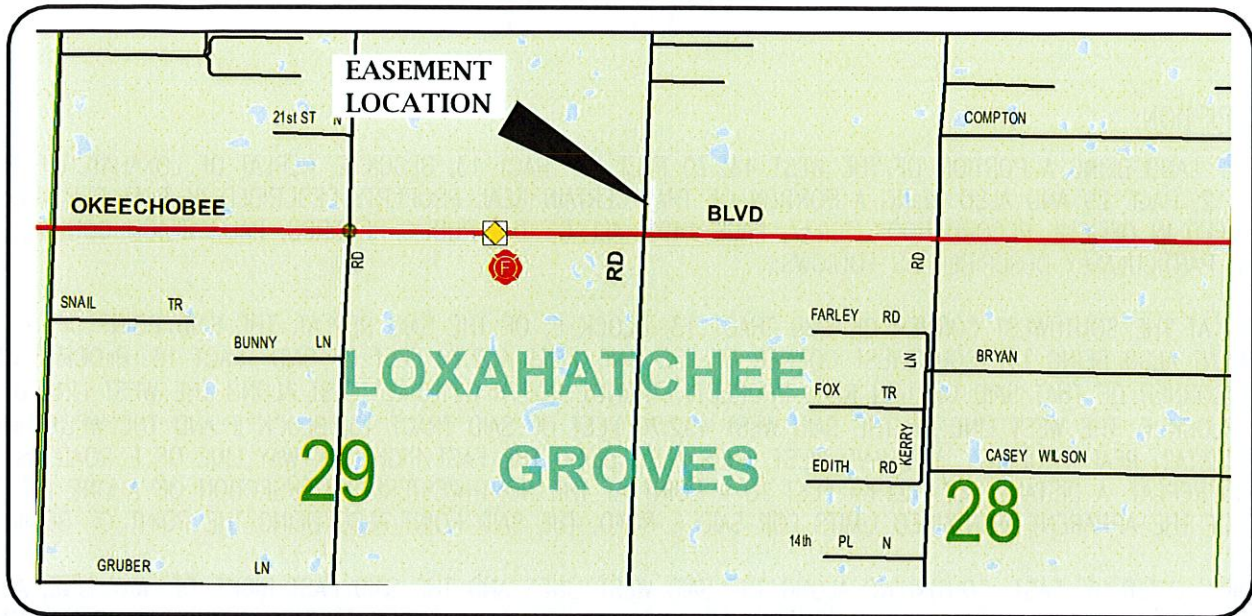
A PARCEL OF LAND BEING A PORTION OF THE WEST 432.70 FEET OF TRACT 13, BLOCK E, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 30937, PAGE 1495, ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 13, BLOCK E, OF THE SAID REPLAT, THE SAID POINT OF COMMENCEMENT ALSO BEING THE SOUTHWEST CORNER OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E AND THE SOUTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 02°16'46" EAST ALONG THE WEST LINE OF SAID TRACT 13, BLOCK E, THE WEST LINE OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E AND THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID WEST LINES ALSO BEING THE EAST RIGHT-OF-WAY LINE OF E ROAD AS SHOWN ON THE SAID REPLAT, A DISTANCE OF 124.66 FEET TO A POINT AT THE NORTHWESTERLY INTERSECTION OF A LINE ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR SAID E ROAD, THE SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 02°16'46" EAST, CONTINUING ALONG THE SAID WEST LINES AND THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 379.05 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 13, BLOCK E, THE NORTH LINE OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT 13, BLOCK E, THE NORTHWEST CORNER OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E AND ALSO BEING THE NORTHWEST CORNER OF THE SAID CERTAIN REAL PROPERTY, HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 863689.54, EAST: 895931.27; THENCE SOUTH 89°12'34" EAST, DEPARTING THE SAID WEST LINES AND THE SAID EAST RIGHT-OF-WAY LINE AND ALONG THE SAID NORTH LINES, A DISTANCE OF 11.0 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID WEST LINES AND THE SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 02°16'46" WEST, DEPARTING THE SAID NORTH LINES AND ALONG THE SAID PARALLEL LINE, A DISTANCE OF 208.24 FEET; THENCE SOUTH 00°05'53" WEST, DEPARTING THE SAID PARALLEL LINE, A DISTANCE OF 248.44 FEET; THENCE SOUTH 32°30'02" EAST, A DISTANCE OF 56.07 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 13, BLOCK E, THE SOUTH LINE OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E, THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID SOUTH LINES ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD AS SHOWN ON THE SAID REPLAT; THENCE NORTH 89°17'58" WEST ALONG THE SAID SOUTH LINES AND THE SAID NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD, A DISTANCE OF 24.51 FEET TO A POINT ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR E ROAD; THENCE NORTH 10°25'47" WEST ALONG THE SAID WEST EDGE OF THE SAID APPARENT MAINTAINED LIMITS, A DISTANCE OF 127.00 FEET TO THE EAST THE POINT OF BEGINNING.

CONTAINING IN ALL 6,168.628 SQUARE FEET AND / OR 0.142 ACRES, MORE OR LESS.

NOTE: ALL OF THE DISTANCES ALONG THE ABOVE DESCRIBED PROPERTY / TRACT LINE SEGMENTS THAT INTERSECT THE ABOVE DESCRIBED APPARENT MAINTAINED LIMITS LINE (AND AS SHOWN ON THE ASSOCIATED SKETCH OF DESCRIPTION) SHALL ALWAYS BE LENGTHENED AND / OR SHORTENED (EXTENDED AND / OR TRIMMED) TO INTERSECT ANY ACTUAL MAINTAINED LIMITS LINE AS MAPPED BY AN ON THE GROUND SURVEY, RECORDED INTO THE PUBLIC RECORDS AND DEDICATED TO THE PUBLIC TO THE EXTENT IN WIDTH THAT HAS ACTUALLY BEEN MAINTAINED FOR THE PRESCRIBED PERIOD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 95.361 (FORMERLY 337.31), FLORIDA STATUTES.



SURVEYORS' NOTES:

LOCATION MAP ~ NOT TO SCALE

EXHIBIT 'B'

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. BEARINGS AND STATE PLANE COORDINATES SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 1990 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90) OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRAVERSE MERCATOR PROJECTION), EAST ZONE. THE WEST LINE OF TRACT 13, BLOCK E, AS SHOWN ON THE BOUNDARY SURVEY OF PLATTED RIGHT-OF-WAY LOXAHATCHEE GROVES, PREPARED FOR THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, HAVING A DATE OF JUNE 18, 1998 AND A WORK ORDER No: 86053E, BEARS NORTH 02°16'46" EAST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATED THERETO.
6. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ITS AUTHENTICATED DIGITAL EQUIVALENT OF A LICENSED SURVEYOR AND MAPPER, EMPLOYED BY KESHAVARZ & ASSOCIATES, INC. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE OF LEGAL DESCRIPTION: SEPTEMBER 24, 2021

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991



13961 OKEECHOBEE BOULEVARD
LOXAHATCHEE GROVES, FL.
33470

Digitally signed by Scott F
Bryson
DN: c=US, o=KESHAVARZ AND
ASSOCIATES,
ou=A01410D0000016F1579D
2E600000A97, cn=Scott F
Bryson
Date: 2021.09.28 11:16:19
-04'00'

LEGEND

C/L = CENTERLINE
COR = CORNER
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
M.B. = MISCELLANEOUS BOOK
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
R.B. = ROAD BOOK

P.R.P.B.C. = PUBLIC RECORDS, PALM
BEACH COUNTY, FLORIDA



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB DATE: 09/27/21 SCALE: N/A

CHECKED: SFB PROJECT No: DWG No: 17-12

APPROVED: SFB 17-1208 SHEET No: 1 OF 4

EXHIBIT 'B'

Item 4.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE WEST 432.70 FEET OF TRACT 13, BLOCK E, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 30937, PAGE 1495, ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 13, BLOCK E, OF THE SAID REPLAT, THE SAID POINT OF COMMENCEMENT ALSO BEING THE SOUTHWEST CORNER OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E AND THE SOUTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 02°16'46" EAST ALONG THE WEST LINE OF SAID TRACT 13, BLOCK E, THE WEST LINE OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E AND THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID WEST LINES ALSO BEING THE EAST RIGHT-OF-WAY LINE OF E ROAD AS SHOWN ON THE SAID REPLAT, A DISTANCE OF 124.66 FEET TO A POINT AT THE NORTHWESTERLY INTERSECTION OF A LINE ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR SAID E ROAD, THE SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 02°16'46" EAST, CONTINUING ALONG THE SAID WEST LINES AND THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 379.05 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 13, BLOCK E, THE NORTH LINE OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT 13, BLOCK E, THE NORTHWEST CORNER OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E AND ALSO BEING THE NORTHWEST CORNER OF THE SAID CERTAIN REAL PROPERTY, HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 863689.54, EAST: 895931.27; THENCE SOUTH 89°12'34" EAST, DEPARTING THE SAID WEST LINES AND THE SAID EAST RIGHT-OF-WAY LINE AND ALONG THE SAID NORTH LINES, A DISTANCE OF 11.0 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID WEST LINES AND THE SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 02°16'46" WEST, DEPARTING THE SAID NORTH LINES AND ALONG THE SAID PARALLEL LINE, A DISTANCE OF 208.24 FEET; THENCE SOUTH 00°05'53" WEST, DEPARTING THE SAID PARALLEL LINE, A DISTANCE OF 248.44 FEET; THENCE SOUTH 32°30'02" EAST, A DISTANCE OF 56.07 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 13, BLOCK E, THE SOUTH LINE OF THE SAID WEST 432.70 FEET OF SAID TRACT 13, BLOCK E, THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID SOUTH LINES ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD AS SHOWN ON THE SAID REPLAT; THENCE NORTH 89°17'58" WEST ALONG THE SAID SOUTH LINES AND THE SAID NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD, A DISTANCE OF 24.51 FEET TO A POINT ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR E ROAD; THENCE NORTH 10°25'47" WEST ALONG THE SAID WEST EDGE OF THE SAID APPARENT MAINTAINED LIMITS, A DISTANCE OF 127.00 FEET TO THE EAST THE POINT OF BEGINNING.

CONTAINING IN ALL 6,168.628 SQUARE FEET AND / OR 0.142 ACRES, MORE OR LESS.

NOTE: ALL OF THE DISTANCES ALONG THE ABOVE DESCRIBED PROPERTY / TRACT LINE SEGMENTS THAT INTERSECT THE ABOVE DESCRIBED APPARENT MAINTAINED LIMITS LINE (AND AS SHOWN ON THE ASSOCIATED SKETCH OF DESCRIPTION) SHALL ALWAYS BE LENGTHENED AND / OR SHORTENED (EXTENDED AND / OR TRIMMED) TO INTERSECT ANY ACTUAL MAINTAINED LIMITS LINE AS MAPPED BY AN ON THE GROUND SURVEY, RECORDED INTO THE PUBLIC RECORDS AND DEDICATED TO THE PUBLIC TO THE EXTENT IN WIDTH THAT HAS ACTUALLY BEEN MAINTAINED FOR THE PRESCRIBED PERIOD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 95.361 (FORMERLY 337.31), FLORIDA STATUTES.

13961 OKEECHOBEE BOULEVARD
LOXAHATCHEE GROVES, FL.
33470



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB DATE: 09/27/21 SCALE: N/A

CHECKED: SFB PROJECT No: DWG No: 17-12

APPROVED: SFB 17-1208 SHEET No: 2 of 3

MATCH LINE A SEE NEXT PAGE

THAT CERTAIN REAL PROPERTY DESCRIBED
IN O.R.B. 30937, PAGE 1495, P.R.P.B.C.

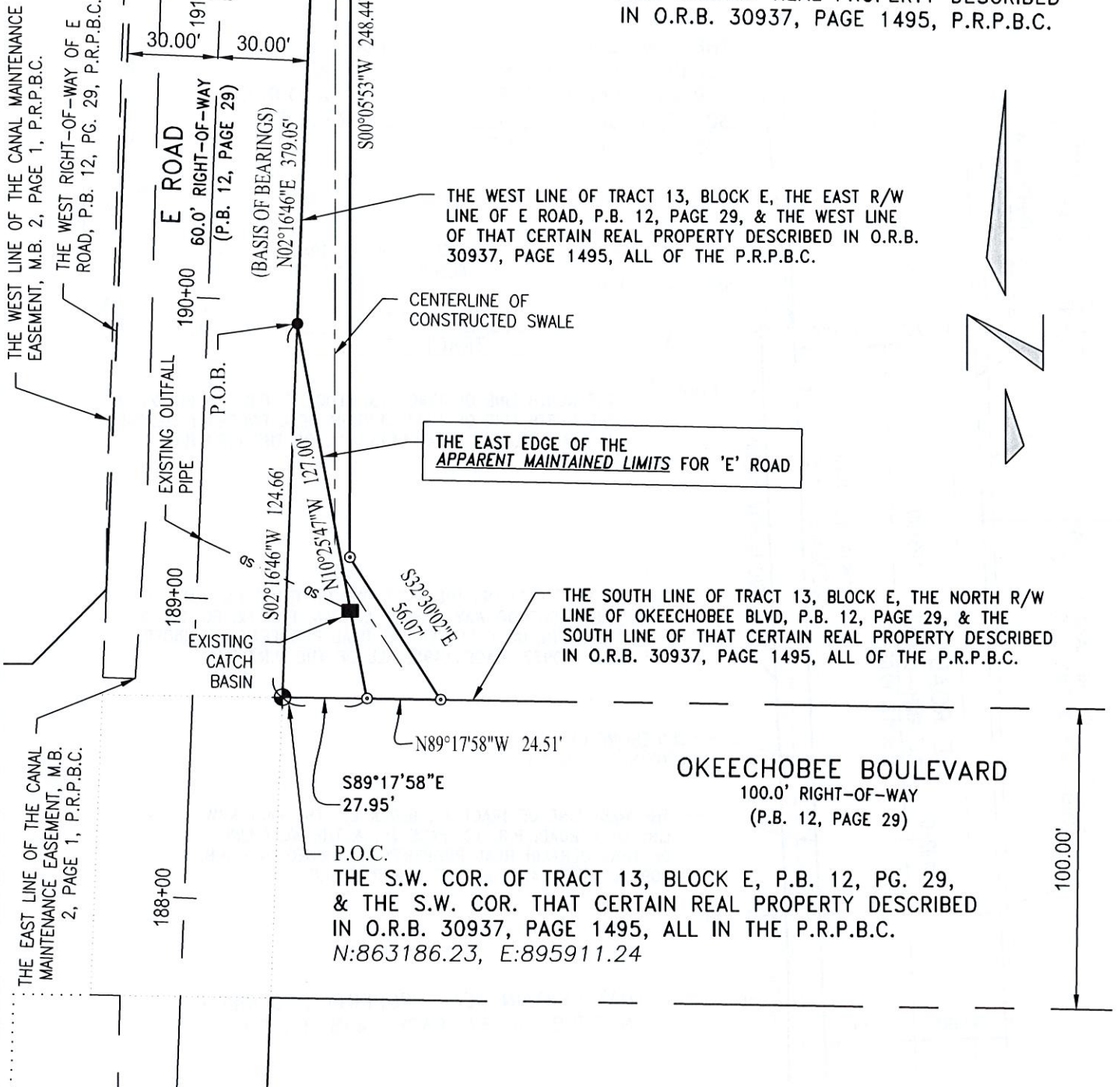
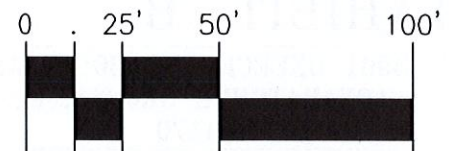


EXHIBIT 'B'

13961 OKEECHOBEE BOULEVARD
LOXAHATCHEE GROVES, FL.
33470

GRAPHIC SCALE



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/27/21	SCALE: 1" = 50'
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 17-12
APPROVED: SFB		SHEET No: 3 OF 4

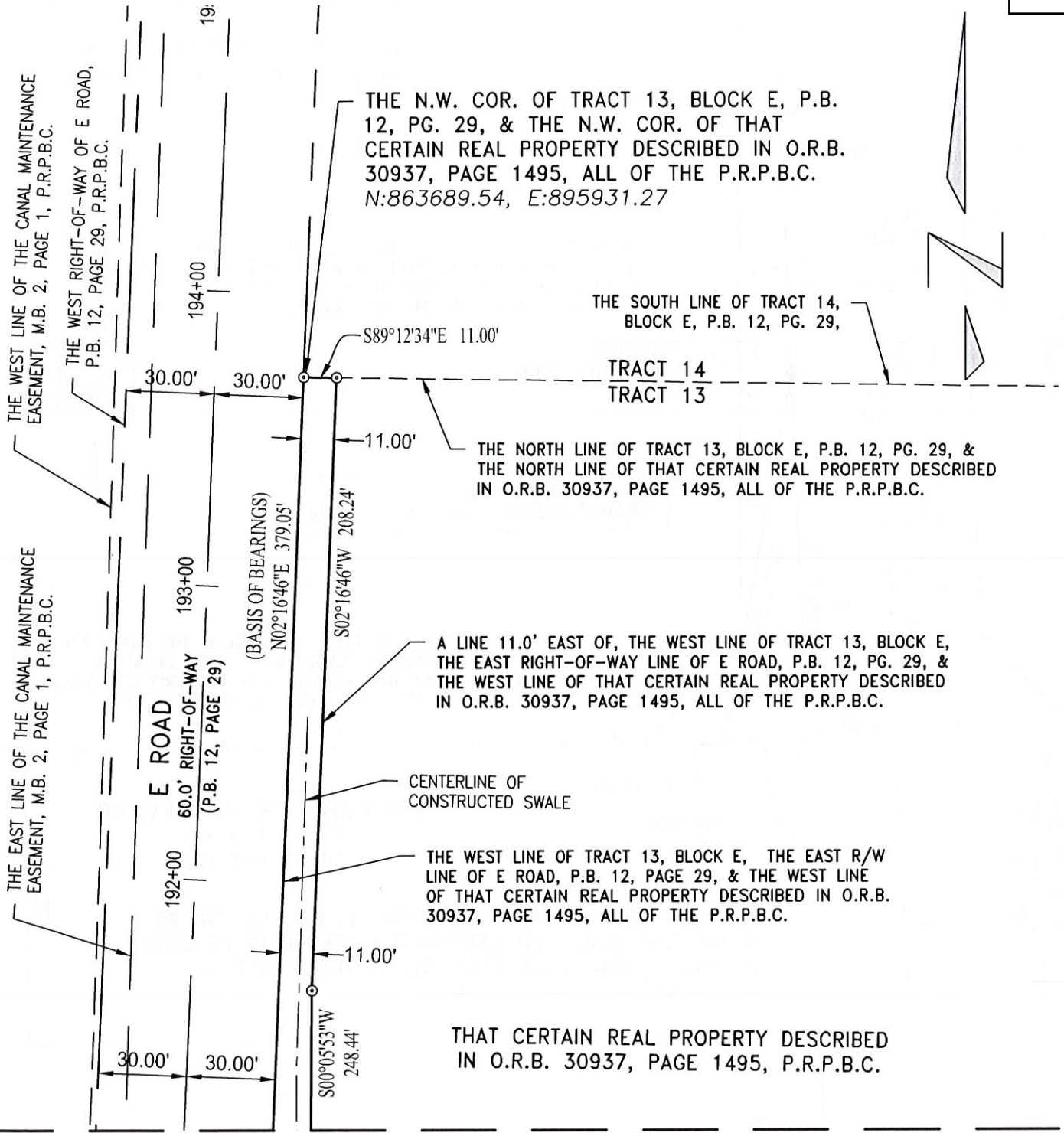
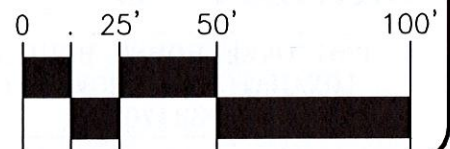


EXHIBIT 'B'

13961 OKEECHOBEE BOULEVARD
LOXAHATCHEE GROVES, FL.
33470

GRAPHIC SCALE



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/27/21	SCALE: 1" = 50'
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 17-1208
APPROVED: SFB		SHEET No: 40

Prepared by and return to:
 Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE EASEMENT ("Easement") is made and entered into this 11th day of July, 2022 by and between **David Froehlich, Sr. and Linda Froehlich, his wife** with a mailing address of 3254 B Road, Loxahatchee, FL 33470-4244, hereinafter collectively referred to as the "GRANTOR", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, a perpetual roadway/drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the drainage improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of

governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

By: Amber S. Williams
 Witness name: Amber S. Williams

By: [Signature]
 Witness name: Melissa G. Hanks

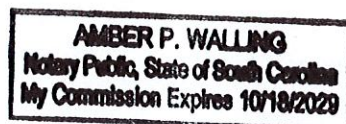
GRANTOR:

David Froehlich, Sr.
 David Froehlich, Sr.

STATE OF South Carolina)
 COUNTY OF Bamberg)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th this July day of July, 2022, by **David Froehlich, Sr.**, who is ☒ personally known to me or ☒ produced FB72-172-49-205-0 as identification.
Drivers License

[SEAL]



Amber P. Walling
 (Signature of Notary Public-State of ~~Florida~~ South Carolina)

WITNESSES:

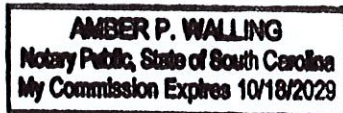
By: Amber S. WilliamsWitness name: Amber S. WilliamsBy: Michael G. HanksWitness name: Michael G. Hanks

GRANTOR:

Linda Froehlich
Linda FroehlichSTATE OF South Carolina)
COUNTY OF Bamberg)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th this _____ day of July, 2022, by **Linda Froehlich**, who is ☒ personally known to me or ☒ produced Drivers License - Fla-42-522-49-970-1 as identification.

[SEAL]


Amber P. Walling
 (Signature of Notary Public-State of ~~Florida~~ South Carolina)

ATTEST:

GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

By: _____
Robert Shorr, Mayor_____
Town ClerkApproved as to form
and legal sufficiency_____
Office of the Town Attorney
Date: _____

Exhibit "A"

Description of Easement

A STRIP OF LAND, BEING A PORTION OF THE NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF TRACT 23, BLOCK B, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 11049, PAGE 1415, ALL OF PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

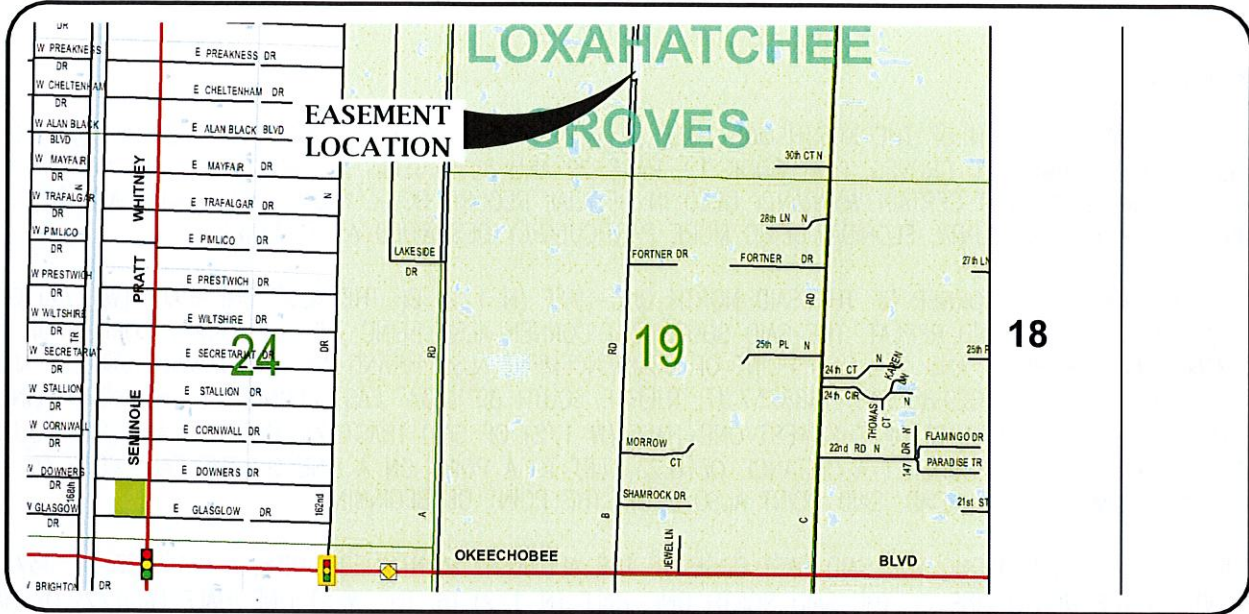
COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF TRACT 23 OF SAID BLOCK B OF SAID REPLAT, THE SAID SOUTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY AND THE SAID POINT OF COMMENCEMENT ALSO HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 870029.85 EAST: 888257.97; THENCE SOUTH 89°12'34" EAST ALONG THE THE SOUTH LINE OF THE SAID NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 23, BLOCK B AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY A DISTANCE OF 0.23 FEET TO A POINT ON A LINE ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR B ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 02°47'26" EAST, ALONG THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS, A DISTANCE OF 337.77 FEET TO A POINT ON THE NORTH LINE OF THE SAID NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 23, BLOCK B AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE SOUTH 89°12'34" EAST, ALONG THE SAID NORTH LINES, A DISTANCE OF 10.87 FEET TO A POINT ON A LINE PARALLEL WITH AND 14.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SAID NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 23, BLOCK B AND THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID WEST LINES ALSO BEING THE EAST RIGHT-OF-WAY LINE FOR B ROAD AS SHOWN ON THE SAID REPLAT; THENCE SOUTH 02°17'52" WEST, DEPARTING THE SAID NORTH LINES AND ALONG THE SAID PARALLEL LINE A DISTANCE OF 337.68 FEET TO THE SOUTH LINE OF THE SAID NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 23 AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 89°12'34" WEST, ALONG THE SAID SOUTH LINES A DISTANCE OF 13.78 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 4,159.730 SQUARE FEET AND / OR 0.095 ACRES, MORE OR LESS.

NOTE: ALL OF THE DISTANCES ALONG THE ABOVE DESCRIBED PROPERTY / TRACT LINE SEGMENTS THAT INTERSECT THE ABOVE DESCRIBED APPARENT MAINTAINED LIMITS LINE (AND AS SHOWN ON THE ASSOCIATED SKETCH OF DESCRIPTION) SHALL ALWAYS BE LENGTHENED AND / OR SHORTENED (EXTENDED AND / OR TRIMMED) TO INTERSECT ANY ACTUAL MAINTAINED LIMITS LINE AS MAPPED BY AN ON THE GROUND SURVEY, RECORDED INTO THE PUBLIC RECORDS AND DEDICATED TO THE PUBLIC TO THE EXTENT IN WIDTH THAT HAS ACTUALLY BEEN MAINTAINED FOR THE PRESCRIBED PERIOD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 95.361 (FORMERLY 337.31), FLORIDA STATUTES.

EXHIBIT 'B'



SURVEYORS' NOTES:

LOCATION MAP ~ NOT TO SCALE

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. BEARINGS AND STATE PLANE COORDINATES SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 1990 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90) OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRAVERSE MERCATOR PROJECTION), EAST ZONE. THE WEST LINE OF TRACT 23, BLOCK B, AS SHOWN ON THE BOUNDARY SURVEY OF PLATTED RIGHT-OF-WAY LOXAHATCHEE GROVES, PREPARED FOR THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, HAVING A DATE OF JUNE 18, 1998 AND A WORK ORDER No: 86053E, BEARS NORTH 02°17'52" EAST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATED THERETO.
6. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ITS AUTHENTICATED DIGITAL EQUIVALENT OF A LICENSED SURVEYOR AND MAPPER, EMPLOYED BY KESHAVARZ & ASSOCIATES, INC. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

DATE OF LEGAL DESCRIPTION: SEPTEMBER 28, 2021

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON

PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

Digitally signed by Scott F Bryson

 DN: c=US, o=KESHAVARZ AND ASSOCIATES, ou=A01410D0000016F1579D2E600000A97, cn=Scott F Bryson
 Date: 2021.09.28 11:22:11 -04'00'

 3276 B ROAD
 LOXAHATCHEE GROVES, FL.
 33470

LEGEND

 C/L = CENTERLINE
 LB = LICENSED BUSINESS
 LS = LICENSED SURVEYOR
 ORB = OFFICIAL RECORD BOOK
 PB = PLAT BOOK
 PG = PAGE
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 POT = POINT OF TERMINUS
 ROW = RIGHT-OF-WAY
 UE = UTILITY EASEMENT
 LAE = LIMITED ACCESS EASEMENT
 Δ = DELTA ANGLE
 R = RADIUS
 L = ARC LENGTH
 C = CHORD LENGTH
 CB = CHORD BEARING

EXHIBIT 'B'

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/28/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1208	DWG No: A17-1208
APPROVED: SFB	17-1208	SHEET No. 1 OF 1

KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

EXHIBIT 'B'

LEGAL DESCRIPTION:

A STRIP OF LAND, BEING A PORTION OF THE NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF TRACT 23, BLOCK B, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 11049, PAGE 1415, ALL OF PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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THENCE NORTH 02°47'26" EAST, ALONG THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS, A DISTANCE OF 337.77 FEET TO A POINT ON THE NORTH LINE OF THE SAID NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 23, BLOCK B AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE SOUTH 89°12'34" EAST, ALONG THE SAID NORTH LINES, A DISTANCE OF 10.87 FEET TO A POINT ON A LINE PARALLEL WITH AND 14.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SAID NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 23, BLOCK B AND THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID WEST LINES ALSO BEING THE EAST RIGHT-OF-WAY LINE FOR B ROAD AS SHOWN ON THE SAID REPLAT; THENCE SOUTH 02°17'52" WEST, DEPARTING THE SAID NORTH LINES AND ALONG THE SAID PARALLEL LINE A DISTANCE OF 337.68 FEET TO THE SOUTH LINE OF THE SAID NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 23 AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 89°12'34" WEST, ALONG THE SAID SOUTH LINES A DISTANCE OF 13.78 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 4,159.730 SQUARE FEET AND / OR 0.095 ACRES, MORE OR LESS.

NOTE: ALL OF THE DISTANCES ALONG THE ABOVE DESCRIBED PROPERTY / TRACT LINE SEGMENTS THAT INTERSECT THE ABOVE DESCRIBED APPARENT MAINTAINED LIMITS LINE (AND AS SHOWN ON THE ASSOCIATED SKETCH OF DESCRIPTION) SHALL ALWAYS BE LENGTHENED AND / OR SHORTENED (EXTENDED AND / OR TRIMMED) TO INTERSECT ANY ACTUAL MAINTAINED LIMITS LINE AS MAPPED BY AN ON THE GROUND SURVEY, RECORDED INTO THE PUBLIC RECORDS AND DEDICATED TO THE PUBLIC TO THE EXTENT IN WIDTH THAT HAS ACTUALLY BEEN MAINTAINED FOR THE PRESCRIBED PERIOD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 95.361 (FORMERLY 337.31), FLORIDA STATUTES.

3276 B ROAD
LOXAHATCHEE GROVES, FL.
33470



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/28/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1208	DWG No: A17-1
APPROVED: SFB		SHEET No: 2 OF 3

THE N.W. CORNER OF TRACT 23 & THE N.W.
CORNER OF THAT CERTAIN REAL PROPERTY
IN O.R.B. 11049, PG. 1415, P.R.P.B.C.
N:870367.26, E:888271.51

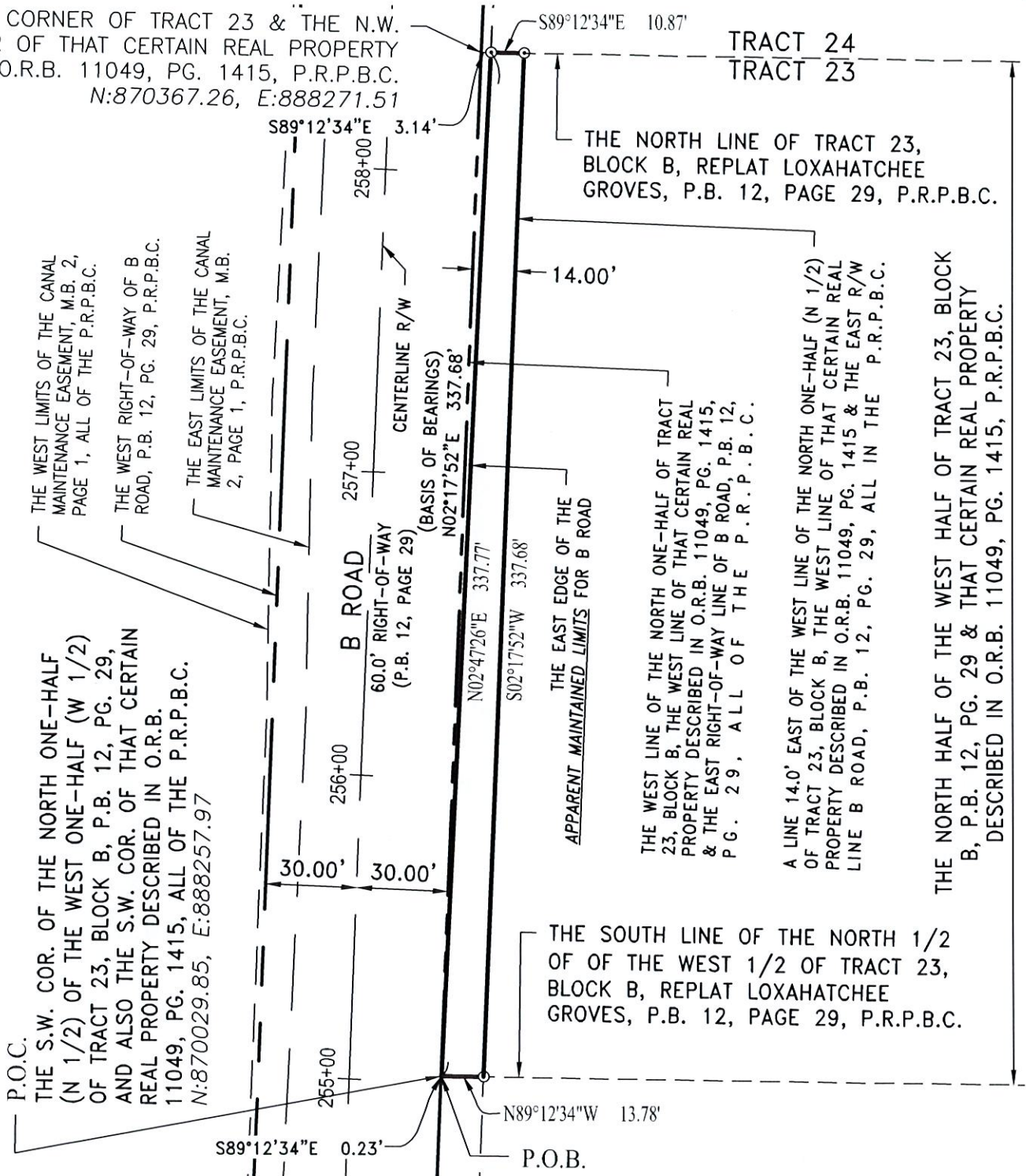
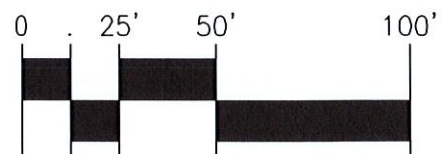


EXHIBIT 'A'

3276 B ROAD
LOXAHATCHEE GROVES, FL.
33470

GRAPHIC SCALE



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/28/21	SCALE: 1" = 50'
CHECKED: SFB	PROJECT No: 17-1208	DWG No: A17-1208
APPROVED: SFB		

Prepared by and return to:
 Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE EASEMENT ("Easement") is made and entered into this 7th day of July 2022 by and between **David L. Froehlich, Jr. and Catherine A. Froehlich, his wife** with a mailing address of 3120 B Road, Loxahatchee, FL 33470-4244, hereinafter collectively referred to as the "GRANTOR", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, a perpetual roadway/drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the drainage improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of

governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

By: Amber Schmeide

Witness name: Amber Schmeider

By: Lexi Collegio

Witness name: Lexi Collegio

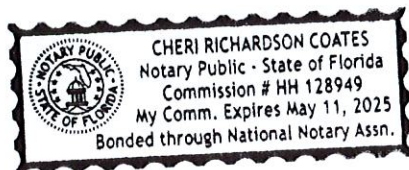
GRANTOR:

David L. Froehlich, Jr.

STATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of July, 20 22, by **David L. Froehlich, Jr.**, who is ☐ personally known to me or ☒ produced F.I.D.N. as identification.

[SEAL]



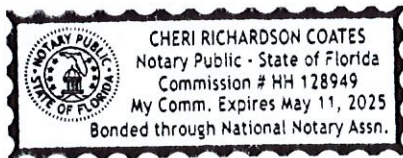
Cheri R. Coates
(Signature of Notary Public-State of Florida)

WITNESSES:

By: Amber SchmeiderWitness name: Amber SchmeiderBy: Lexi CollegioWitness name: Lexi CollegioSTATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of July 2022, by **Catherine A. Froehlich**, who is ☐ personally known to me or ☒ produced FL ID as identification.

[SEAL]



Cheri R. Coates
(Signature of Notary Public-State of Florida)

GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____
Robert Shorr, Mayor

Town Clerk

Approved as to form
and legal sufficiency

Office of the Town Attorney
Date: _____

Exhibit "A"

Description of Easement

A STRIP OF LAND, BEING A PORTION OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 22, BLOCK B, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 23881, PAGE 1546, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

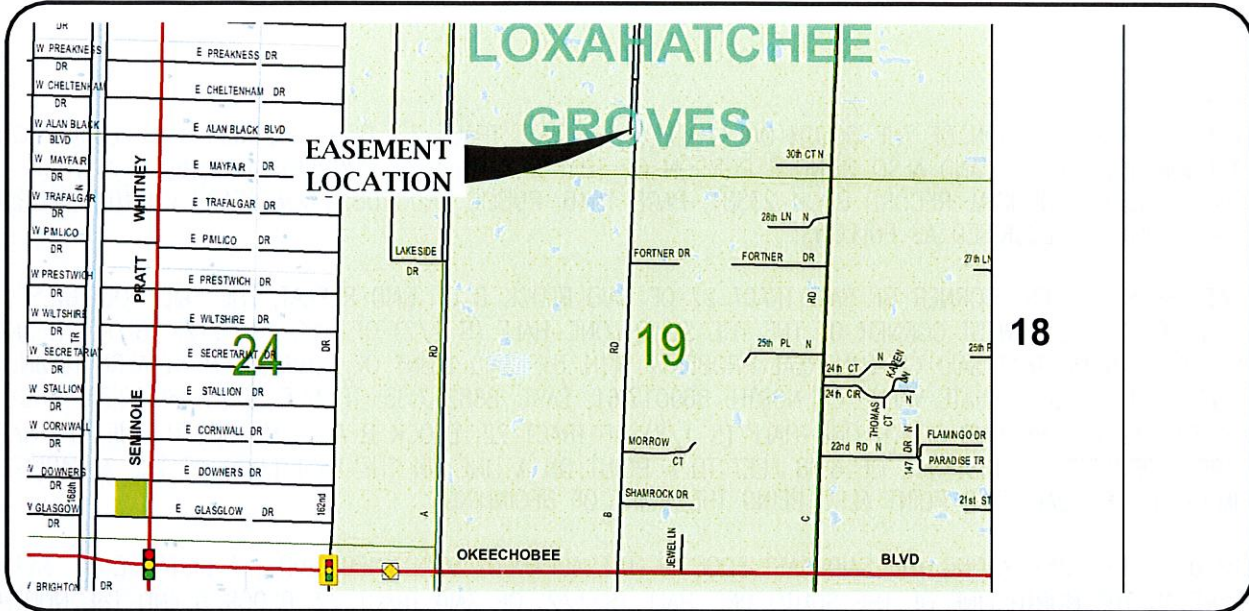
COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 22 OF SAID BLOCK B OF SAID REPLAT, THE SAID SOUTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF THE THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 22, BLOCK B AND THE SOUTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY WITH THE SAID POINT OF COMMENCEMENT ALSO HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 869017.61, EAST: 888217.35; THENCE SOUTH 89°12'34" EAST, ALONG THE SOUTH LINE OF THE SAID SOUTH ONE-HALF (S 1/2) OF TRACT 22, BLOCK B AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY, A DISTANCE OF 6.38 FEET TO A POINT ON A LINE ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR B ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 02°06'12" EAST, ALONG THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS, A DISTANCE OF 337.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 22, BLOCK B AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE SOUTH 89°12'34" EAST, DEPARTING THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS AND ALONG THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE SAID TRACT 22 AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY, A DISTANCE OF 8.77 FEET TO A POINT ON A LINE PARALLEL WITH AND 14.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 22, BLOCK B AND THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID WEST LINES ALSO BEING THE EAST RIGHT-OF-WAY LINE OF B ROAD AS SHOWN ON THE SAID REPLAT; THENCE SOUTH 02°17'52" WEST, ALONG THE SAID PARALLEL LINE A DISTANCE OF 337.68 FEET TO THE SOUTH LINE OF SAID TRACT 22, THE SOUTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 22 AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 89°12'34" WEST, ALONG THE SAID SOUTH LINES A DISTANCE OF 7.62 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,767.191 SQUARE FEET AND / OR 0.064 ACRES, MORE OR LESS.

NOTE: ALL OF THE DISTANCES ALONG THE ABOVE DESCRIBED PROPERTY / TRACT LINE SEGMENTS THAT INTERSECT THE ABOVE DESCRIBED APPARENT MAINTAINED LIMITS LINE (AND AS SHOWN ON THE ASSOCIATED SKETCH OF DESCRIPTION) SHALL ALWAYS BE LENGTHENED AND / OR SHORTENED (EXTENDED AND / OR TRIMMED) TO INTERSECT ANY ACTUAL MAINTAINED LIMITS LINE AS MAPPED BY AN ON THE GROUND SURVEY, RECORDED INTO THE PUBLIC RECORDS AND DEDICATED TO THE PUBLIC TO THE EXTENT IN WIDTH THAT HAS ACTUALLY BEEN MAINTAINED FOR THE PRESCRIBED PERIOD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 95.361 (FORMERLY 337.31), FLORIDA STATUTES.

EXHIBIT 'B'



SURVEYORS' NOTES:

LOCATION MAP ~ NOT TO SCALE

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. BEARINGS AND STATE PLANE COORDINATES SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 1990 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90) OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRAVERSE MERCATOR PROJECTION), EAST ZONE. THE WEST LINE OF TRACT 22, BLOCK B, AS SHOWN ON THE BOUNDARY SURVEY OF PLATTED RIGHT-OF-WAY LOXAHATCHEE GROVES, PREPARED FOR THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, HAVING A DATE OF JUNE 18, 1998 AND A WORK ORDER No: 86053E, BEARS NORTH 02°17'52" EAST AND ALL OTHER BEARINGS SHOWN HERON ARE RELATED THERETO.
6. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ITS AUTHENTICATED DIGITAL EQUIVALENT OF A LICENSED SURVEYOR AND MAPPER, EMPLOYED BY KESHAVARZ & ASSOCIATES, INC. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE OF LEGAL DESCRIPTION: SEPTEMBER 28, 2021

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON

PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

Digitally signed by Scott F Bryson
DN: c=US, o=KESHAVARZ AND ASSOCIATES, ou=A01410D0000016F1579D2E600000A97, cn=Scott F Bryson
Date: 2021.09.28 11:20:12 -04'00'

3120 B ROAD
LOXAHATCHEE GROVES, FL.
33470

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
Δ = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING

EXHIBIT 'B'

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/28/21	SCALE: N/A	47
CHECKED: SFB	PROJECT No: 17-1208	DWG No: A17-1	
APPROVED: SFB	SHEET No. 1 OF 3		



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

EXHIBIT 'B'

LEGAL DESCRIPTION:

A STRIP OF LAND, BEING A PORTION OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 22, BLOCK B, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 23881, PAGE 1546, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 22 OF SAID BLOCK B OF SAID REPLAT, THE SAID SOUTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF THE THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 22, BLOCK B AND THE SOUTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY WITH THE SAID POINT OF COMMENCEMENT ALSO HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 869017.61, EAST: 888217.35; THENCE SOUTH 89°12'34" EAST, ALONG THE SOUTH LINE OF THE SAID SOUTH ONE-HALF (S 1/2) OF TRACT 22, BLOCK B AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY, A DISTANCE OF 6.38 FEET TO A POINT ON A LINE ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR B ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 02°06'12" EAST, ALONG THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS, A DISTANCE OF 337.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 22, BLOCK B AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE SOUTH 89°12'34" EAST, DEPARTING THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS AND ALONG THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE SAID TRACT 22 AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY, A DISTANCE OF 8.77 FEET TO A POINT ON A LINE PARALLEL WITH AND 14.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 22, BLOCK B AND THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, THE SAID WEST LINES ALSO BEING THE EAST RIGHT-OF-WAY LINE OF B ROAD AS SHOWN ON THE SAID REPLAT; THENCE SOUTH 02°17'52" WEST, ALONG THE SAID PARALLEL LINE A DISTANCE OF 337.68 FEET TO THE SOUTH LINE OF SAID TRACT 22, THE SOUTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 22 AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 89°12'34" WEST, ALONG THE SAID SOUTH LINES A DISTANCE OF 7.62 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,767.191 SQUARE FEET AND / OR 0.064 ACRES, MORE OR LESS.

NOTE: ALL OF THE DISTANCES ALONG THE ABOVE DESCRIBED PROPERTY / TRACT LINE SEGMENTS THAT INTERSECT THE ABOVE DESCRIBED APPARENT MAINTAINED LIMITS LINE (AND AS SHOWN ON THE ASSOCIATED SKETCH OF DESCRIPTION) SHALL ALWAYS BE LENGTHENED AND / OR SHORTENED (EXTENDED AND / OR TRIMMED) TO INTERSECT ANY ACTUAL MAINTAINED LIMITS LINE AS MAPPED BY AN ON THE GROUND SURVEY, RECORDED INTO THE PUBLIC RECORDS AND DEDICATED TO THE PUBLIC TO THE EXTENT IN WIDTH THAT HAS ACTUALLY BEEN MAINTAINED FOR THE PRESCRIBED PERIOD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 95.361 (FORMERLY 337.31), FLORIDA STATUTES.

3120 B ROAD
LOXAHATCHEE GROVES, FL.
33470



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/28/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1208	DWG No: A17-12
APPROVED: SFB		SHEET No: 2 OF 3

THE N.W. CORNER OF THE SOUTH
ONE-HALF (S 1/2) OF TRACT 22,
N:869355.02, E:888230.89

EXHIBIT 'A'

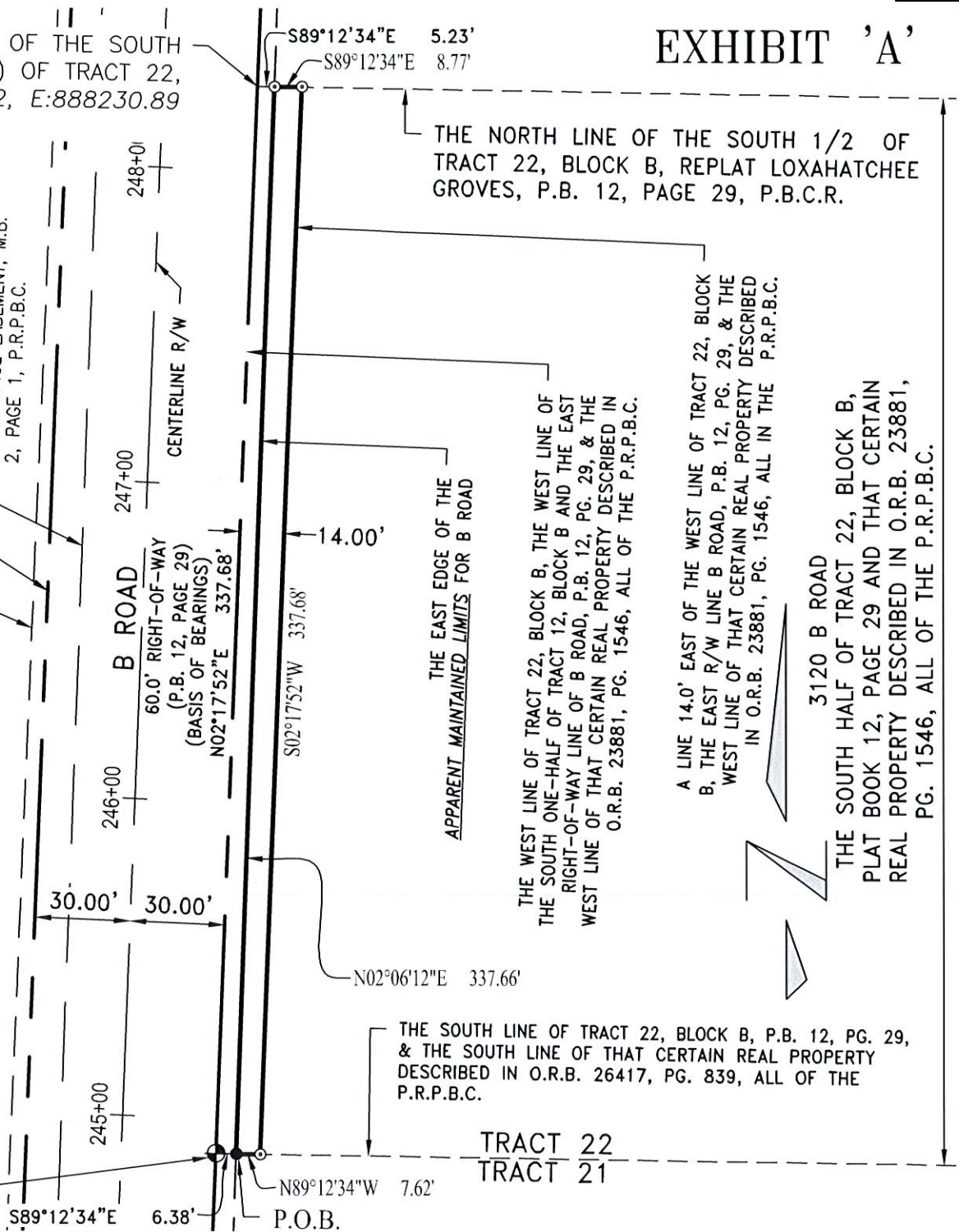
THE NORTH LINE OF THE SOUTH 1/2 OF
TRACT 22, BLOCK B, REPLAT LOXAHATCHEE
GROVES, P.B. 12, PAGE 29, P.B.C.R.

THE WEST LIMITS OF THE CANAL
MAINTENANCE EASEMENT, M.B. 2,
PAGE 1, ALL OF THE P.R.P.B.C.

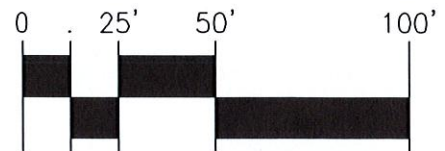
THE WEST RIGHT-OF-WAY OF B
ROAD, P.B. 12, PG. 29, P.R.P.B.C.

THE EAST LIMITS OF THE CANAL
MAINTENANCE EASEMENT, M.B.
2, PAGE 1, P.R.P.B.C.

P.O.C.
THE S.W. COR. OF TRACT 22, BLOCK B & THE S.W.
COR. OF THE SOUTH ONE-HALF (S 1/2) OF TRACT
22, BLOCK B, P.B. 12, PG. 29, AND ALSO THE S.W.
COR. OF THAT CERTAIN REAL PROPERTY DESCRIBED
IN O.R.B. 23881, PG. 1546, ALL OF THE P.R.P.B.C.
N: 869017.61, E: 888217.35



GRAPHIC SCALE



3120 B ROAD
LOXAHATCHEE GROVES, FL.
33470



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/28/21	SCALE: 1" = 50'
CHECKED: SFB	PROJECT No: 17-12080	DWG No: A17-12080
APPROVED: SFB		

Prepared by and return to:
 Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE EASEMENT ("Easement") is made and entered into this 27 day of June 2022 by and between **Kimberly Barone and Andrew J. Barone, individually and as co-Trustees of the Kimberly Barone and Andrew J. Barone Revocable Trust under Agreement dated June 27, 2016** with a mailing address of 364 Park Forest Way, Wellington, FL 33414-4976, hereinafter collectively referred to as the "GRANTOR", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

W I T N E S S E T H:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, a perpetual roadway/drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the drainage improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of

governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

By: [Signature]
 Witness name: Lexi Collegio

By: [Signature]
 Witness name: Amber Schneider

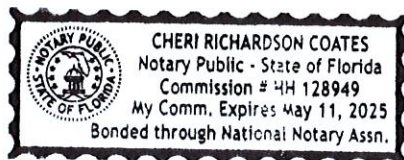
GRANTOR:

[Signature]
Kimberly Barone, individually and as co-Trustee of the Kimberly Barone and Andrew J. Barone Revocable Trust under Agreement dated June 27, 2016

STATE OF Florida)
 COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 27th this _____ day of June, 2022, by **Kimberly Barone**, who is [☐] personally known to me or [☒] produced FLDL as identification.

[SEAL]



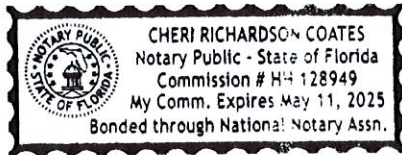
[Signature]
 (Signature of Notary Public-State of Florida)

WITNESSES:

By: Lexi CollegioWitness name: Lexi CollegioBy: Amber SchneiderWitness name: Amber SchneiderSTATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27th this _____ day of June, 2022, by **Andrew J. Barone**, who is ☐ personally known to me or ☒ produced FLDL as identification.

[SEAL]



GRANTOR:

Andrew J. Barone
Andrew J. Barone, individually and as co-Trustee of the Kimberly Barone and Andrew J. Barone Revocable Trust under Agreement dated June 27, 2016

Cheri R. Coates
 (Signature of Notary Public-State of Florida)

GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____
 Robert Shorr, Mayor

Town Clerk

Approved as to form
 and legal sufficiency

 Office of the Town Attorney
 Date: _____

Exhibit "A"

Description of Easement

A STRIP OF LAND BEING A PORTION OF THE WEST 5 ACRES OF TRACT 46, BLOCK F, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29, AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED IN OFFICIAL RECORD BOOK 29781, PAGE 296, ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID WEST 5 ACRES OF SAID TRACT 46, BLOCK F OF THE SAID REPLAT, THE SAID POINT OF COMMENCEMENT ALSO BEING THE SOUTHEAST CORNER OF THAT SAID CERTAIN REAL PROPERTY, HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 856501.76, EAST: 900706.42; THENCE NORTH 02°16'14" EAST, ALONG THE EAST LINE OF THE SAID WEST 5 ACRES OF SAID TRACT 46, BLOCK F AND THE EAST LINE OF THE SAID CERTAIN REAL PROPERTY, A DISTANCE OF 14.92 FEET TO A POINT ON A LINE ON THE NORTH EDGE OF THE APPARENT MAINTAINED LIMITS FOR COLLECTING CANAL ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 87°55'03" WEST, DEPARTING THE SAID EAST LINES AND ALONG THE SAID NORTH EDGE OF THE SAID MAINTAINED LIMITS, A DISTANCE OF 303.34 FEET TO A POINT ON THE EAST LINE OF THE WEST 180.00 FEET OF THE SOUTH 359.81 FEET OF SAID TRACT 46, BLOCK F AND A POINT ON THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 02°16'14" EAST, ALONG THE SAID EAST LINE AND THE SAID WEST LINE, A DISTANCE OF 4.28 FEET TO A POINT ON A LINE PARALLEL WITH AND 26.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACT 46, BLOCK F, THE SOUTH LINE OF THE SAID WEST 5 ACRES AND THE SAID SOUTH LINES ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF COLLECTING CANAL ROAD AS SHOWN ON THE SAID REPLAT; THENCE SOUTH 89°12'41" EAST, DEPARTING THE SAID EAST LINE AND THE SAID WEST LINE AND ALONG THE SAID PARALLEL LINE, A DISTANCE OF 303.44 FEET TO A POINT ON THE EAST LINE OF THE SAID WEST 5 ACRES OF THE SAID TRACT 46, BLOCK B AND THE EAST LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE SOUTH 02°16'14" WEST, DEPARTING THE SAID PARALLEL LINE AND ALONG THE SAID EAST LINE, A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,331.408 SQUARE FEET AND / OR 0.054 ACRES, MORE OR LESS.

NOTE: ALL OF THE DISTANCES ALONG THE ABOVE DESCRIBED PROPERTY / TRACT LINE SEGMENTS THAT INTERSECT THE ABOVE DESCRIBED APPARENT MAINTAINED LIMITS LINE (AND AS SHOWN ON THE ASSOCIATED SKETCH OF DESCRIPTION) SHALL ALWAYS BE LENGTHENED AND / OR SHORTENED (EXTENDED AND / OR TRIMMED) TO INTERSECT ANY ACTUAL MAINTAINED LIMITS LINE AS MAPPED BY AN ON THE GROUND SURVEY, RECORDED INTO THE PUBLIC RECORDS AND DEDICATED TO THE PUBLIC TO THE EXTENT IN WIDTH THAT HAS ACTUALLY BEEN MAINTAINED FOR THE PRESCRIBED PERIOD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 95.361 (FORMERLY 337.31), FLORIDA STATUTES.



SURVEYORS' NOTES:

LOCATION MAP ~ NOT TO SCALE

EXHIBIT 'B'

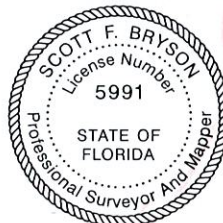
1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. BEARINGS AND STATE PLANE COORDINATES SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 1990 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90) OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRAVERSE MERCATOR PROJECTION), EAST ZONE. THE SOUTH LINE OF TRACT 46, BLOCK F, AS SHOWN ON THE BOUNDARY SURVEY OF PLATTED RIGHT-OF-WAY LOXAHATCHEE GROVES, PREPARED FOR THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, HAVING A DATE OF JUNE 18, 1998 AND A WORK ORDER No: 86053E, BEARS NORTH 89°12'34" WEST; HOWEVER RECENT SURVEYS AS PROVIDED BY THE TOWN IN A DIGITAL CAD FILE FORMAT DEPICTS THE BEARING OF THE SAID SOUTH LINE TO BEAR NORTH 89°12'41" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATED THERETO.
6. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ITS AUTHENTICATED DIGITAL EQUIVALENT OF A LICENSED SURVEYOR AND MAPPER, EMPLOYED BY KESHAVARZ & ASSOCIATES, INC. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE OF LEGAL DESCRIPTION: SEPTEMBER 27, 2021

KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991



Digitally signed by Scott F
Bryson
DN: c=US, o=KESHAVARZ
AND ASSOCIATES,
ou=A01410D0000016F1579
D2E600000A97, cn=Scott F
Bryson
Date: 2021.09.28 11:11:17
-04'00'

13101 COLLECTING CANAL ROAD
LOXAHATCHEE GROVES, FL.
33470

LEGEND

C/L = CENTERLINE
COR = CORNER
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
M.B. = MISCELLANEOUS BOOK
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
R.B. = ROAD BOOK

P.R.P.B.C. = PUBLIC RECORDS, PALM
BEACH COUNTY, FLORIDA



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

**DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES**

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/27/21	SCALE: N/A	54
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 17-1208	
APPROVED: CCR		SHEET No: 1 OF 1	

EXHIBIT 'B'

LEGAL DESCRIPTION:

A STRIP OF LAND BEING A PORTION OF THE WEST 5 ACRES OF TRACT 46, BLOCK F, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29, AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED IN OFFICIAL RECORD BOOK 29781, PAGE 296, ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID WEST 5 ACRES OF SAID TRACT 46, BLOCK F OF THE SAID REPLAT, THE SAID POINT OF COMMENCEMENT ALSO BEING THE SOUTHEAST CORNER OF THAT SAID CERTAIN REAL PROPERTY, HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 856501.76, EAST: 900706.42; THENCE NORTH 02°16'14" EAST, ALONG THE EAST LINE OF THE SAID WEST 5 ACRES OF SAID TRACT 46, BLOCK F AND THE EAST LINE OF THE SAID CERTAIN REAL PROPERTY, A DISTANCE OF 14.92 FEET TO TO A POINT ON A LINE ON THE NORTH EDGE OF THE APPARENT MAINTAINED LIMITS FOR COLLECTING CANAL ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 87°55'03" WEST, DEPARTING THE SAID EAST LINES AND ALONG THE SAID NORTH EDGE OF THE SAID MAINTAINED LIMITS, A DISTANCE OF 303.34 FEET TO A POINT ON THE EAST LINE OF THE WEST 180.00 FEET OF THE SOUTH 359.81 FEET OF SAID TRACT 46, BLOCK F AND A POINT ON THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 02°16'14" EAST, ALONG THE SAID EAST LINE AND THE SAID WEST LINE, A DISTANCE OF 4.28 FEET TO A POINT ON A LINE PARALLEL WITH AND 26.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACT 46, BLOCK F, THE SOUTH LINE OF THE SAID WEST 5 ACRES AND THE SAID SOUTH LINES ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF COLLECTING CANAL ROAD AS SHOWN ON THE SAID REPLAT; THENCE SOUTH 89°12'41" EAST, DEPARTING THE SAID EAST LINE AND THE SAID WEST LINE AND ALONG THE SAID PARALLEL LINE, A DISTANCE OF 303.44 FEET TO A POINT ON THE EAST LINE OF THE SAID WEST 5 ACRES OF THE SAID TRACT 46, BLOCK B AND THE EAST LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE SOUTH 02°16'14" WEST, DEPARTING THE SAID PARALLEL LINE AND ALONG THE SAID EAST LINE, A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,331.408 SQUARE FEET AND / OR 0.054 ACRES, MORE OR LESS.

NOTE: ALL OF THE DISTANCES ALONG THE ABOVE DESCRIBED PROPERTY / TRACT LINE SEGMENTS THAT INTERSECT THE ABOVE DESCRIBED APPARENT MAINTAINED LIMITS LINE (AND AS SHOWN ON THE ASSOCIATED SKETCH OF DESCRIPTION) SHALL ALWAYS BE LENGTHENED AND / OR SHORTENED (EXTENDED AND / OR TRIMMED) TO INTERSECT ANY ACTUAL MAINTAINED LIMITS LINE AS MAPPED BY AN ON THE GROUND SURVEY, RECORDED INTO THE PUBLIC RECORDS AND DEDICATED TO THE PUBLIC TO THE EXTENT IN WIDTH THAT HAS ACTUALLY BEEN MAINTAINED FOR THE PRESCRIBED PERIOD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 95.361 (FORMERLY 337.31), FLORIDA STATUTES.

13101 COLLECTING CANAL ROAD
LOXAHATCHEE GROVES, FL.
33470



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/27/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 17-12
APPROVED: SFB	17-1208	SHEET No: 2 OF 3

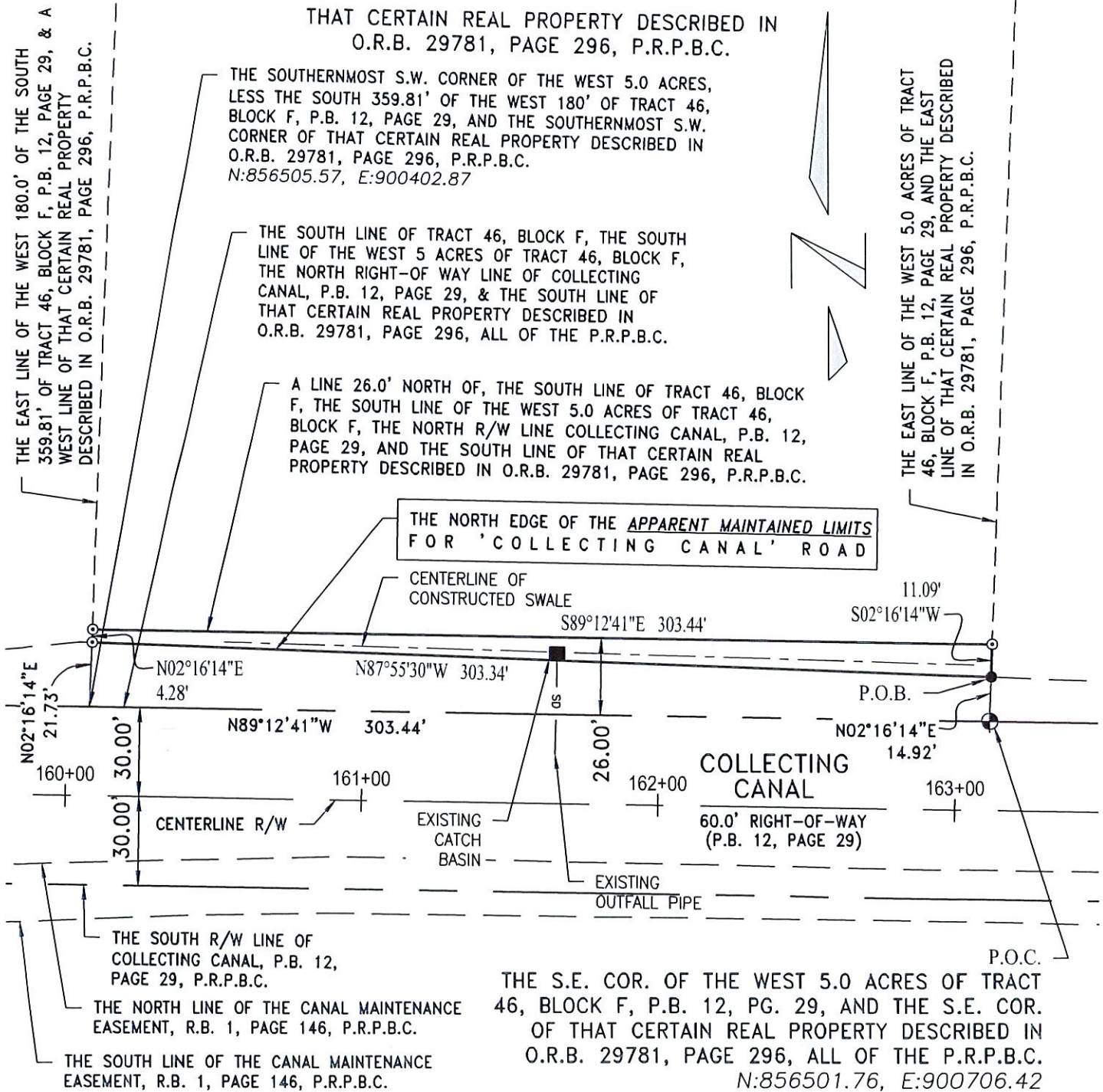
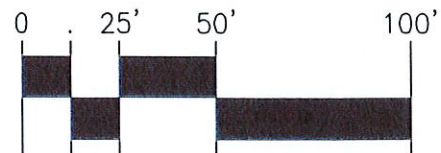


EXHIBIT 'B'

13101 COLLECTING CANAL ROAD
LOXAHATCHEE GROVES, FL.
33470

GRAPHIC SCALE



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

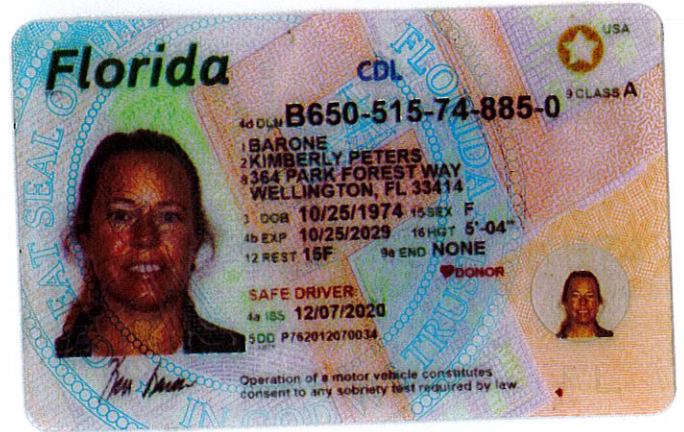
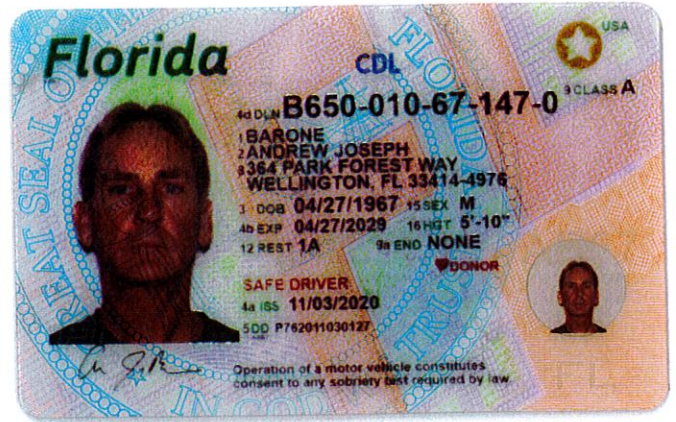
West Palm Beach, Florida 33401

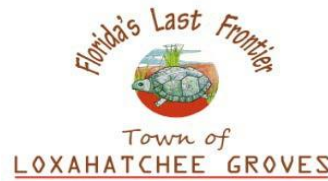
DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB DATE: 09/27/21 SCALE: 1" = 5'

CHECKED: SFB PROJECT No. DWG No. 17-1208H





155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 26, 2022

SUBJECT: Vendor Payments in FY 2022 YTD between \$10,000 and \$25,000

Background:

Pursuant to Ordinance 2020-02, attached is a listing of all transactions in FY 2022 YTD between \$10,000 to \$25,000 approved by Town Manager as provided under the ordinance. The listing below does not include payments under contracts that have been previously approved by Council.

Vendor	Purpose	Total Spending
Anytime Labor - DBA LaborMax Staffing	Provides day labor with additional help is needed such as tree trimming of canals, MOT and other	12,612.19
Aquatic Vegetation Control Inc	Monthly effective applicator, canal vegetation and maintenance	24,384.00
Dobbs Equipment	Equipment Repair	10,047.62
Florida Roadway Guardrail & Signs Inc	Replacement of guardrails.	16,986.47
Murray Logan Construction LLC	Delivery of Rip rap	15,200.00
Southern Lawn Equipment	Equipment Purchases	18,267.14

Recommendations:

Receive and file.

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2022-43

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

WHEREAS, Town Council of the Town of Loxahatchee Groves, Florida, (Town Council) adopted Resolution No. 2013-01 setting forth fees and charges for limited zoning and planning services; zoning review and zoning confirmation letters and interpretations; and

WHEREAS, Town Council adopted Resolution No. 2016-14 amending and incorporating all fees and charges assessed into one comprehensive fee schedule, which was amended by Resolutions 2017-16, 2017-81, 2018-28, and 2018-62; and

WHEREAS, Town Council adopted Resolution No. 2021-70 amending the comprehensive fee schedule for planning and zoning, permitting, code enforcement, and other services provided by the Town; and

WHEREAS, Town Council desires to waive certain adopted rates, fees and charges relating to planning and zoning, permitting, and other services rendered by the Town.

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

Section 1: The Town Council of the Town of Loxahatchee Groves hereby waives the rates, fees and charges as set forth below:

<u>Permit #</u>	<u>Permit Type</u>	<u>Permit Fee</u>
RW-22-0749	Right of Way	\$ 500.00

Section 2: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: This Resolution shall take effect on upon adoption by the Town Council.

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

follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
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 _____ 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice-Mayor Laura Danowski

Council Member Marge Herzog

APPROVED AS TO LEGAL
FORM:

Council Member Marianne Miles

Office of the Town Attorney

Council Member Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 25, 2022,

SUBJECT: Resolution No. 2022-43 approving waiving rates, fees, and charges for Planning and Zoning, permitting, and other services

Background:

On July 5, 2022, at the Community Resident Workshop, Mr. Gordon addressed the Town Council stating that he had some questions regarding permit fees. He stated he wanted to add a concrete driveway which led to nearly \$1,000.00 in permit fees which he would like reduced. Specifically, he wished to have at least \$500 in fees waived.

Based on reviewing the details of Mr. Gordon's applications, Town Manager Ramaglia waived \$402.00 in cost recovery fees, leaving Mr. Gordon owing \$261.00 dollars for his driveway building permit and \$500.00 dollars for the related right of way permit. Mr. Gordon requested that the right of way permit fees also be waived. The Town's code is silent with respect to adjustments and/or waivers to Council approved fees and/or charges; however, it does require a right of way permit regardless of driveway surface and/or whether previously existing. Therefore, Mr. Gordon's request for a waiver of the \$500 right of way permit fee is being brought to Council for approval.

Recommendation:

Consideration of **Resolution No. 2022-43** approving waiving rates, fees, and charges for Planning and Zoning, permitting, and other services including Mr. Gordon's \$500.00 right of way permit fee.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves

FORM: Francine Ramaglia, Town Manager

DATE: August 2, 2022

SUBJECT: Resolution No. 2022-41 Communication Emergency Response Teams
(CERT) Agreement Modification (Store trailers in Public Works Yard)

Background:

The Town of Loxahatchee Groves desires to assist community organizations that provide a public benefit to the citizens of the Town. Communication Emergency Response Team (CERT) is comprised of members who are trained through a Citizens Emergency Response Team program which is created by the Department of Emergency Management to assist in storm related events and other emergencies. CERT provides voluntary emergency response assistance within the Town and has entered into a one-year grant agreement. The Town and CERT desire to extend the grant agreement and to provide for parking and storage of the CERT equipment and supply trailer(s). While they are parked and stored in the Public Works Yard, they will be covered as part of the Town's insurance policy without being specifically listed assets as their value is currently less than \$25,000.

Recommendation:

Consideration of **Resolution No. 2022-43** authorizing the entry by the Town into a first amendment to grant agreement with Loxahatchee Groves CERT Team, Inc. to provide an extension to the term to provide for parking and storage of equipment and supply trailer(s).

RESOLUTION NO. 2022- 41

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO A FIRST AMENDMENT TO GRANT AGREEMENT WITH LOXAHATCHEE GROVES CERT TEAM, INC. TO PROVIDE AN EXTENSION TO THE TERM AND TO PROVIDE FOR PARKING AND STORAGE OF EQUIPMENT AND SUPPLY TRAILER(S); AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (Town) desires to assist community organizations that provide a public benefit to the citizens of the Town; and

WHEREAS, the Loxahatchee Groves CERT Team, Inc. (CERT) is comprised of members who are trained through a Citizens Emergency Response Team program created by the Department of Emergency Management to assist in storm related events and other emergencies; and

WHEREAS, CERT provides voluntary emergency response assistance within the Town; and

WHEREAS, on _____, 2021, the Town and CERT entered into a one-year Grant Agreement; and

WHEREAS, the Town and CERT desire to extend the term of the Grant Agreement and to provide for parking and storage of the CERT equipment and supply trailer(s); and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the First Amendment to Grant Agreement with CERT.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the First Amendment to Grant Agreement with Loxahatchee Groves CERT Team, Inc., attached hereto as Exhibit "A". The mayor is authorized to execute any and all documents to implement the Town's grant of funds awarded under the Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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 MEMEBER	<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

FIRST AMENDMENT OF GRANT AGREEMENT BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND LOXAHATCHEE GROVES CERT TEAM, INC.

THIS FIRST AMENDMENT OF GRANT AGREEMENT (the “Amendment”) is made and entered into _____ by and between the Town of Loxahatchee Groves, Florida, a municipal corporation of the State of Florida (“Town”) and Loxahatchee Groves CERT Team, Inc., a non-profit corporation, authorized to conduct business in the State of Florida (“Grantee”).

WITNESSETH:

WHEREAS, Town and Grantee entered into a one-year Grant Agreement, effective October 1, 2021, (the “Agreement”), incorporated herein by reference; and

WHEREAS, Grantee is unable to obtain insurance for its equipment and supply trailer(s); and

WHEREAS, Town and Grantee desire to extend the term of the Agreement for one (1) fiscal year and provide for parking and storage of the CERT equipment and supply trailer(s).

WHEREAS, Town and Grantee agree to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. The Town and Grantee hereby amend Section 1, Grant Award, of the Agreement to add thereto a new Paragraph 1.4, to read as follows:

1.4 The GRANTEE may park and store its equipment and supply trailer(s) at the Public Works Department equipment yard (“Facility”). The GRANTEE shall have access to the Facility during normal business hours when the Public Works Department is open and reasonably, or in the event of an emergency, upon request to the Public Works Department by calling _____.

3. The Town and Grantee hereby amend Paragraph 4.1 of the Agreement to amend the Term of the Agreement, to read as follows:

4.1 The term of this Agreement shall be from October 1, 2021, through September 30, 2023, unless terminated earlier, as provided below.

4. Except as set forth herein, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Robert Shorr, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

LOXAHATCHEE GROVES CERT TEAM, INC.

By: _____

[Corporate Seal]

Print Name: Kenneth R. Johnson
Title: Chairman

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20__ by Kenneth R. Johnson, as Chairman, of Loxahatchee Groves CERT Team, Inc., a company authorized to do business in the State of Florida, and __ who is personally known to me or __ who has produced _____ as identification.

NOTARY PUBLIC

(SEAL)

Signature of Notary Public

(Print Name)

My Commission Expires: _____

Commission No.: _____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 25, 2022,

SUBJECT: Resolution No. 2022-31 Broadband ITS Interlocal Agreement with Palm Beach County.

Background:

Early this year, our previous Town Manager Mr. Titcomb reached out to Palm Beach County asking for information on the Town entering into an interlocal agreement with Palm Beach County regarding Town of Loxahatchee Groves' network connection.

Entering this interlocal agreement the County will provide the following services and maintenance to the Town of Loxahatchee Groves:

- ongoing maintenance of connectivity to the demarcation point(s).
- central network security at the County router port that feeds the Town's network router connection.
- If necessary, security may shut down the Town's entire building feed to protect the networked systems from computer worms and viruses.
- network design.
- acquisition and management of network assets.
- installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services.
- network equipment installation and maintenance.
- network security on County side of the demarcation point.
- monitoring of network performance.
- trouble reporting and tracking.
- maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and



155 F Road Loxahatchee Groves, FL 33470

- disaster recovery protection, system reliability, and stability during power outages.

The County will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the Town's building. The Town will be responsible for reimbursement to the County of said costs, as listed and described in the Table below under "Installation Charges".

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band width	Installation Charges	Monthly County Charges	Monthly FL Lambda Rail Charges	Annual Charges (excl. Install)
Town Hall: 155 F Road, Loxahatchee Groves, FL 33470		50MB	\$0	\$150	\$50	\$2,400
Maintenance Building: 155 F Road, Loxahatchee Groves, FL 33470		50MB	\$0	\$150	\$0	\$1,800
TOTALS				\$300	\$50	\$4,200
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.</p> <p><u>Monthly Florida Lambda Rail (FLR) Charges</u> – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass-through cost to the LOCAL GOVERNMENT (see Sub-section N1. - Cost Components below).</p> <p><u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.</p>						



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Consideration of ***Resolution No. 2022-31*** authorizing the entry by the Town into an Interlocal Agreement with Palm Beach County for co-utilization of the Palm Beach County Information Technology Services.

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of _____, 2022, by and between Town of Loxahatchee Groves (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services (“IT”) from the COUNTY for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is for the COUNTY to provide IT services to the LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

Agreement with Palm Beach County and Town of Loxahatchee Groves
Re: Palm Beach County ISS Services

Item 8.

Section 2 Approval

The COUNTY approves of the LOCAL GOVERNMENT's participation in the use of the COUNTY's IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided in Section 6 herein, is for a period of one (1) year with four (4) automatic one year renewals. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The LOCAL GOVERNMENT shall not share or resell any portion of the COUNTY's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' prior written notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for lack of funding, cause or convenience upon thirty (30) days' prior written notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Section 7 Indemnification and Hold Harmless

The LOCAL GOVERNMENT shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Damage Caused by Disasters

Should the COUNTY's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the COUNTY, unless the governing bodies of both the LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

Section 9 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

Agreement with Palm Beach County and Town of Loxahatchee Groves
Re: Palm Beach County ISS Services

Item 8.

To: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Attn: Town Manager
(Telephone: 561-793-2418)

With a copy to: Torcivia, Donlon, Goddeau & Rubin, P.A.
Attn: Town Attorney for Loxahatchee Groves
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(Telephone: 561-686-8700)

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Archie Satchell, Information Systems Services CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2823)

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

Section 10 Entire Agreement

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

Section 11 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Agreement with Palm Beach County and Town of Loxahatchee Groves
Re: Palm Beach County ISS Services

Item 8.

Section 12 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 13 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 14 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 15 Public Records

Each party shall be responsible for its own public records related to this AGREEMENT, pursuant to Chapter 119, F.S.

Section 16 Access and Audits

Each party to this Agreement shall maintain records relating to this Agreement for at least five (5) years after completion or termination of this Agreement. Each party hereto shall grant the other party hereto access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at any of the ordinary places of business of the party providing such access.

Section 17 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but

Re: Palm Beach County ISS Services

is not limited to the power to review past, present and proposed COUNTY contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the parties to this Agreement, their officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

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

Section 18 Regulations, Licensing Requirements

The parties to this Agreement shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The parties to this Agreement are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 19 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

Section 20 No Agency

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

Section 21 No Assignability

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by either party, without the prior written consent of the other party.

Agreement with Palm Beach County and Town of Loxahatchee Groves
Re: Palm Beach County ISS Services

Item 8.

Section 22 Amendments

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23 Waiver

Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 24 Continuing Obligations

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 26 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Agreement with Palm Beach County and Town of Loxahatchee Groves
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Item 8.

Section 27 Public Entity Crimes, Scrutinized Companies, and E-Verify

- A. As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, COUNTY shall have its consultants and contractors certify that they and their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

- B. As provided in F.S. 287.135, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, COUNTY shall have its consultants and contractors certify that they are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, that they do not have business operations in Cuba or Syria, and that they are not participating in a boycott of Israel.

- C. By entering into this Agreement or performing any work in furtherance hereof, COUNTY shall notify its consultants and contractors of the obligations to register with and use E-Verify pursuant to, and the consequences of violating, F.S. 448.095, as may be amended from time to time.

Section 28 Filing

A copy of this AGREEMENT shall be filed by the COUNTY with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 29 Counterparts

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The parties may execute the Agreement through electronic or manual means.

Agreement with Palm Beach County and Town of Loxahatchee Groves
Re: Palm Beach County ISS Services

Section 30 Enforcement Costs

In any action brought by either Party to enforce this AGREEMENT, each Party shall be responsible for its own attorneys' fees and costs.

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Agreement with Palm Beach County and Town of Loxahatchee Groves
Re: Palm Beach County ISS Services

Item 8.

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

Joseph Abruzzo, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

(SEAL)

**APPROVED AS TO LEGAL
SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Archie Satchell, CIO, ISS

Town of Loxahatchee Groves

By: _____
Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Town Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: _____
Office of the Town Attorney

Re: Palm Beach County Network Services

EXHIBIT A

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for Network Services

Network services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to

Re: Palm Beach County Network Services

the LOCAL GOVERNMENT “demarcation point.” The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT’s buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

The COUNTY shall provide maintenance to COUNTY owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The COUNTY shall abide by agreed upon security requirements of the LOCAL GOVERNMENT. In the event that an outside contractor is needed, the COUNTY shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The COUNTY, as represented by the COUNTY, shall own all of its network equipment and assets. The LOCAL GOVERNMENT shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the COUNTY. Notwithstanding the foregoing, the COUNTY agrees to use its best efforts to keep pace with technological changes.

Re: Palm Beach County Network Services

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

Section D: Network Connection

The LOCAL GOVERNMENT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The LOCAL GOVERNMENT shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the LOCAL GOVERNMENT proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the COUNTY at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the COUNTY to participate in a cost-sharing arrangement for the modification.

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

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Section F: Network Interferences

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the COUNTY through the COUNTY will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;

Re: Palm Beach County Network Services

If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.
7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry; The LOCAL GOVERNMENT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from LOCAL GOVERNMENT owned network property.
8. requesting changes in network equipment attachments services;

Re: Palm Beach County Network Services

Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):

- ☐ an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- ☐ air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.

The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of COUNTY Network Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY network on a best-effort basis. The COUNTY's goal will be to provide 99.9% availability. The COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

Re: Palm Beach County Network Services

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

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The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

April Warren, Agency Consultant
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbcgov.org

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbcgov.org

Archie Satchell, Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)
asatchell@pbcgov.org

LOCAL GOVERNMENT Information Services

Town Manager
561-793-2418 (office)

Section N: Fees and Charges for Network Connectivity and Related Services

The COUNTY will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the LOCAL GOVERNMENT's building. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under "Installation Charges".

Re: Palm Beach County Network Services

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Annual Charges (excl. Install)
Town Hall: 155 F Road, Loxahatchee Groves, FL 33470		50MB	\$0	\$150	\$50	\$2,400
Maintenance Building: 245 W D Road, Loxahatchee Groves, FL 33470		50MB	\$0	\$150	\$0	\$1,800
TOTALS				\$300	\$50	\$4,200
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see Sub-section N1. - Cost Components below).</p> <p><u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.</p>						

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

Re: Palm Beach County Network Services

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

N2. Billing and Payment

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY.

Section O: Annual Review of Fees and Charges

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided.

Section P: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Appendix 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to fully reimburse the COUNTY for all costs associated with the rendering of the COUNTY staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

EXHIBIT A

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on [date].

Section A: General Requirements for Network Services

Network services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

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Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to the LOCAL GOVERNMENT "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

The COUNTY shall provide maintenance to COUNTY owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The COUNTY shall abide by agreed upon security requirements of the LOCAL GOVERNMENT. In the event that an outside contractor is needed, the COUNTY shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The COUNTY, as represented by the COUNTY, shall own all of its network equipment and assets. The LOCAL GOVERNMENT shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the COUNTY. Notwithstanding the foregoing, the COUNTY agrees to use its best efforts to keep pace with technological changes.

Re: Palm Beach County Network Services

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

Section D: Network Connection

The LOCAL GOVERNMENT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The LOCAL GOVERNMENT shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the LOCAL GOVERNMENT proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the COUNTY at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the COUNTY to participate in a cost-sharing arrangement for the modification.

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

Re: Palm Beach County Network Services

Section F: Network Interferences

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the COUNTY through the COUNTY will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;

Re: Palm Beach County Network Services

If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.
7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry; The LOCAL GOVERNMENT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from LOCAL GOVERNMENT owned network property.
8. requesting changes in network equipment attachments services;

Re: Palm Beach County Network Services

Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):

- ☐ an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- ☐ air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.

The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of COUNTY Network Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY network on a best-effort basis. The COUNTY's goal will be to provide 99.9% availability. The COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

Re: Palm Beach County Network Services

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

Re: Palm Beach County Network Services

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

April Warren, Agency Consultant

561-355-6777 (office)

561-358-5783 (cell)

amwarren@pbcgov.org

Michael Butler, Director of ISS Network Services

561-355-4601 (office)

561-722-0850 (cell)

mbutler@pbcgov.org

Archie Satchell, Chief Information Officer of ISS

561-355-3275 (office)

772-979-6607 (cell)

asatchell@pbcgov.org

LOCAL GOVERNMENT Information Services

contact

xxx-xxx-xxxx (office)

xxx-xxx-xxxx (cell)

[email](#)

Section N: Fees and Charges for Network Connectivity and Related Services

The COUNTY will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the LOCAL GOVERNMENT's building. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under "Installation Charges".

Re: Palm Beach County Network Services

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Annual Charges (excl. Install)
Town Hall: 155 F Road, Loxahatchee Groves, FL 33470		50MB	\$0	\$150	\$50	\$2,400
Maintenance Building: 155 F Road, Loxahatchee Groves, FL 33470		50MB	\$0	\$150	\$0	\$1,800
TOTALS				\$300	\$50	\$4,200
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see Sub-section N1. - Cost Components below).</p> <p><u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.</p>						

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

Re: Palm Beach County Network Services

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

N2. Billing and Payment

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY.

Section O: Annual Review of Fees and Charges

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided.

Section P: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Appendix 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to fully reimburse the COUNTY for all costs associated with the rendering of the COUNTY staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-35

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH CGP AGENCY, LLC. TO PROVIDE COMMUNICATIONS CONTENT AND PRODUCTION AND RELATED SERVICES TO THE TOWN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide communications content and production and related services to the Town; and

WHEREAS, the Town contracted with CGP Agency, LLC in December of 2020; and

WHEREAS, the Agreement between the parties ended prior to completion of the needed work; and

WHEREAS, the scope of services and compensation limit have grown since the original Agreement; and

WHEREAS, it is beneficial to the Town to have a single creator of its communications content and production; and

WHEREAS, pursuant to Section 2-133(b)(12) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council has determined that this Agreement is in the best interests of the Town as it provides for consistency in the development of communications content and production necessary to complete this work; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Agreement for communications content and production and related services.

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 Agreement with CGP Agency, LLC, effective October 1, 2021.

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:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Council Member Marianne Miles

Office of the Town Attorney

Council Member Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 9

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Town Manager

VIA: James Titcomb, Town Manager

DATE: August 2, 2022

SUBJECT: Approval of Resolution No. 2022-35 approving an Agreement with CGP Agency, LLC for Communications Content and Production Services as Best Interest

Background:

The Town contracted with CGP Agency, LLC in December of 2020, the agreement between the parties ended prior to completion of the needed work. The scope of services and compensation limit have grown since the original agreement. It is beneficial for the Town to have a single creator of its communications content and production.

Pursuant to Section 2-133 (b)(12) of the Town's Code of Ordinance, the staff has determined that this agreement is in the best interests of the Town as it provides for consistency in the development of communications content and production necessary to complete this work.

Recommendations:

Move that Town Council approve Resolution No. 2022-35 authorizing an agreement with CGP Agency, LLC for communications content and production services, in the Town's best interests.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-43

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH CGP AGENCY, LLC. TO PROVIDE COMMUNICATIONS CONTENT AND PRODUCTION AND RELATED SERVICES TO THE TOWN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide communications content and production and related services to the Town; and

WHEREAS, the Town contracted with CGP Agency, LLC in December of 2020; and

WHEREAS, the Agreement between the parties ended prior to completion of the needed work; and

WHEREAS, the scope of services and compensation limit have grown since the original Agreement; and

WHEREAS, it is beneficial to the Town to have a single creator of its communications content and production; and

WHEREAS, pursuant to Section 2-133(b)(12) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council has determined that this Agreement is in the best interests of the Town as it provides for consistency in the development of communications content and production necessary to complete this work; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Agreement for communications content and production and related services.

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 Agreement with CGP Agency, LLC, effective October 1, 2021.

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:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

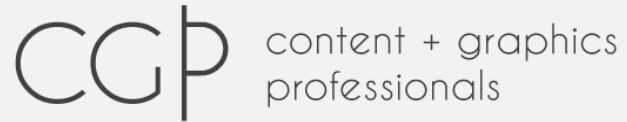
APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Council Member Marianne Miles

Office of the Town Attorney

Council Member Phillis Maniglia



Vendor	Content + Graphics Professionals
Services	Communications
Representative	Carlos Gabriel Perez
Email	carlos@cgpagency.com
Phone	561.503.5030
Purchase Order #	520
Vendor ID	909
Date	Apr. 13, 2022

Town Website	Hr
New Website Pages & Communication Tools	\$ 175.00
Update Existent Website Pages and Content	\$ 150.00
Develop Website Visuals & Compose Information	\$ 150.00
Platfrom Management	\$ 125.00
Improve Navigation	\$ 125.00
Town Communications Channels	Hr

*Facebook + Instagram + Twitter**Official Town Communication**Promote Community Lifestyle & Culture**Promote Town Events*

Develop Visuals & Compose Information	\$	150.00
Publish	\$	50.00
Monitor & Report Community Engagement	\$	50.00
Platforms Management	\$	125.00

Community Alerts, Notifications & Immediate Circulation Information **Hr***Town Communications Channels // Website & Social Media**Urgent Town-Hall Communication**Urgent Road-Work Updates**Other*

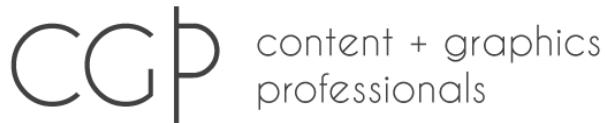
Compose Visuals & Messages	\$	175.00
Publish on Appropriate Town Platforms	\$	175.00

Community Events **Hr**

Development of Promotional & Communication Material	\$	175.00
Media Services - Photography & Video	\$	175.00

Communications Services **Hr**

Media Services - Photography & Video	\$	175.00
Document Community & Lifestyle	\$	175.00
Graphic Design	\$	175.00
Copywriting	\$	75.00
Research	\$	50.00
Reporting	\$	50.00
Calls & Emails	\$	50.00
Meetings	\$	100.00



Scope Statement

Create an official, consistent, and reliable communications program that provides immediate access to residents to official Town information and resources. In addition, support Town staff and be a dependable resource for the Town of Loxahatchee Groves.

Project Information

- Accessible and consistent information for residents across Town channels:
 - Website / Print
 - Facebook
 - Twitter
 - Instagram
- Campaign the false and negative rhetoric online by establishing and maintaining the
- Official Town communications channels.
- Communicate Official Town announcements
- Lower staff administrative time by informing residents of digital tools available on the Town's website.
- Promote local culture, lifestyle, and community values.
- Preserve Town history by digitalizing official Town voice.

Monthly Deliverables

Website Management

- Build landing pages (Town, District, Elections)
- Upload documents
- Agendas (Upload - Building/Code Enforcement)
- Update announcement/Town News
- Department (Public Works)
 - Update Grading schedule
 - Road Closures
 - Notices
- Create/Update user profiles
- Update existing information on websites
- Clean databases
- Graphic designs
- Information accessibility as new content is annexed to the website
 - Adding to menus, submenus, columns, etc.
 - Improve and enhance website navigation (user friendly)

Social Media/Content Development

- Posting on Town social media outlets (3-4 times a week) – Official announcement
 - Facebook

- Twitter
- Instagram
- Design or push media for social and mailers
 - Code Red Alerts
- Graphic design (different from website)
- Community management
- Monitor and manage public communication between community and staff
- Communicate with Senior Management on community announcements
- Promote events and Town Council's Blogs.
 - Promote portals to online tools
 - Local lifestyles

Elections

- Graphic design and posting on Town social media outlets (as necessary) – Official announcement
 - Facebook
 - Twitter
 - Instagram
- Building website landing page
- Graphic design for website

Proposed Monthly Time:

40 Hours + /\$2,000 per month

Monthly/Designs

All Town Special Events for flat fee of \$500 per event

- Event Flyer, Information, and mailers to residents (Print & Digital)
- Push out twice before the event
- Town website
- Advertise events on Town Social Media sites
 - Facebook
 - Twitter
 - Instagram
- On the day of events take photos/videos and upload on Town website (some photos will be taken by staff)

**** All other work done will be in accordance with the rate sheet, attached as Exhibit "B". ***

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town") and CGP Agency, LLC, a Florida limited liability company ("Consultant").

WITNESSETH:

WHEREAS, the Town represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding communications content and production and related services in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide consulting services to the Town as directed by the Town Manager or designee. The general scope of the Consultant's services is to provide communications content and production and related services as set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein. Additional services outside the Scope of Services may be requested by the Town as identified in the Consultant's rate sheet, attached hereto as Exhibit "B" and incorporated herein.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The term of this Agreement shall commence October 1, 2021, and shall terminate on September 30, 2022, unless earlier terminated as stated herein. The term may be extended for up to ninety (90) days by written agreement of the parties for services related to those services identified herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than fifteen (15) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination.

h. Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate the Consultant in accordance with the Scope of Services, attached as Exhibit "A", and the current rate sheet, attached as Exhibit "B" during the Term of this Agreement.

b. Invoice. The Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same, with sufficient detail for a pre and post audit thereof. All reimbursable expenses shall also be clearly identified on the Invoice and supporting documentation shall be provided. Invoices must reflect the amount paid to date, the amount encumbered by the current invoice, and the amount remaining under this Agreement. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. Tax. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 6: WARRANTY/GUARANTEE. The Consultant warrants that the services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those services or as otherwise provided by the manufacturer.

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, and shall

require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

b. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

c. Commercial General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

d. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

e. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

f. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

g. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The Town shall be named as an additional insured as to Consultant's liability on policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished, and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

h. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

i. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant 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.

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.

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 12: SUB-CONSULTANTS. The Town reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the sub-consultant's insurance coverage arising out of the negligent acts, errors or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Town.

SECTION 13: ASSIGNMENT. The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 16: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 17: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this

Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it is not participating in a boycott of Israel. The Town and Consultant agree that the Town will have the right to terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and if sent to the Consultant, shall be sent to:

CGP Agency, LLC
Attn: Carlos Gabriel Perez, Manager
15213 68th Ct. N
Loxahatchee Groves, FL 33470

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its

preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Council. The Effective Date is October 1, 2021.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibits "A" and "B". The parties agree to be bound

by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibits “A” and “B” to the Town shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: DISPUTE RESOLUTION. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney’s fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

SECTION 37: REMEDIES. 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 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.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (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 sub-consultants' newly hired employees;

b. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;

c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;

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 the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public 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 the Town as a result of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

CONSULTANT:

CGP Agency, LLC, a Florida limited liability company

By: _____
Carlos Perez, Manager

STATE OF _____)
COUNTY OF _____)

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 202__, by Carlos Perez as Manager of CGP Agency, LLC, a Florida limited liability company, ☐ who is personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE GROVES

By: _____
Robert Shorr, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 10

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: August 2, 2022

SUBJECT: Approval of Resolution 2022-30 Amending Solid Waste Rates and Franchise Fees

Background:

The Town of Loxhatchee Groves entered into Solid Waste and Recycling Collection Services Agreement which was amended by the First Amendment the Second Amendment all on November 5, 2019, and the Third Amendment on August 17, 2021.

Resolution 2022-30 amends the rate schedule in Exhibit I of the Solid Waste and Recycling Collection Service agreement due to an extraordinary rate increase as provided by Section 6.D of the contract with Coastal for the escalating cost of fuel.

Mr. Casagrande will be in attendance at the meeting to make a presentation and to answer any questions.

Recommendation:

Move to approve **Resolution 2022-30** Authorizing the Fourth Amendment to Solid Waste and Recycling Collection Services Agreement.

**FOURTH AMENDMENT TO SOLID WASTE AND RECYCLING
COLLECTION SERVICES AGREEMENT**

This Fourth Amendment (“Fourth Amendment” hereafter) is made as of the ____ day of _____, 2022, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, (“Town”), and **Coastal Waste & Recycling of Palm Beach County, LLC**, a company authorized to do business in the State of Florida (“Coastal”).

RECITALS

WHEREAS, the parties entered into a Solid Waste and Recycling Collection Services Agreement which was amended by the First Amendment and the Second Amendment all on November 5, 2019, and the Third Amendment on August 17, 2021 (collectively, the “Agreement”); and

WHEREAS, the Agreement provides for specific rates to be charged to the customers within the Town by Coastal; and

WHEREAS, the Agreement provides for the ability for Coastal to petition the Town for a rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably foreseen by a prudent operator; and

WHEREAS, in accordance section 6.D. of the Agreement, Coastal has petitioned the Town for a rate adjustment based on the extraordinary and unusual increase in fuel prices; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to amending the rates as requested.

NOW, THEREAFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledges, the parties agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Amendment to Exhibit I, “Residential Collection”, “Commercial Collection”, “Special Services Rates”, and “Monthly Container Maintenance Fees”. Exhibit I of the Agreement is hereby deleted in its entirety and replaced with the Exhibit I as attached to this Third Amendment.
3. Entire Agreement. The Town and Coastal agree that this Fourth Amendment, in addition to terms of the Agreement, as previously modified as stated herein set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including the First, Second, Third and this Fourth Amendments thereto may be

added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

4. Legal Effect. This Fourth Amendment shall not become binding and effective until approved by the Town Council.
5. Counterparts. This Fourth amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Fourth Amendment.
6. Amendment. Except for the provisions of the Agreement specifically modified by this Fourth Amendment, all other terms and conditions of the Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Coastal have caused this Fourth Amendment to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Robert Shorr, Mayor

ATTEST

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2022 by _____, as _____ of Coastal Waste & Recycling of Palm Beach County, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE FOURTH AMENDMENT TO SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT WITH COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) issued a request for proposals for solid waste and recycling collection services; and

WHEREAS, Coastal Waste & Recycling of Palm Beach County, LLC (“Coastal”) responded to the request for proposals and was selected as the awarded vendor; and

WHEREAS, the Town and Coastal entered into a Solid Waste and Recycling Collection Services Agreement which was amended by the First Amendment the Second Amendment all on November 5, 2019, and the Third Amendment on August 17, 2021 (collectively, the “Agreement”); and

WHEREAS, the Town and Coastal have agreed to revise the rates in accordance with section 6.D. of the Agreement due to the extraordinary and unusual increase in fuel prices; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Fourth Amendment amending the rates.

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 Fourth Amendment to Solid Waste and Recycling Collection Services Agreement with Coastal Waste and Recycling of Palm Beach County, LLC.

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

☐ ☐ ☐

Phillis Maniglia, COUNCIL MEMBER

☐ ☐ ☐

**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:

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Marianne Miles

EXHIBIT I

RESIDENTIAL COLLECTION

The rates are as set forth as follows:

Year One beginning January 1, 2020 - \$37.50 per month/dwelling unit
 Year Two beginning January 1, 2021- \$38.62 per month/dwelling unit
 Year Three beginning January 1, 2022- \$35.42 per month/dwelling unit
 Year Four beginning January 1, 2023- \$36.48 per month/dwelling unit
 Year Five beginning January 1, 2024- \$37.50 per month/dwelling unit
 Year Six beginning January 1, 2025-any increase is based on the Payment Adjustment Schedule
 Year Seven beginning January 1, 2026 any increase is based on the Payment Adjustment Schedule

Residential Solid Waste Collection Services: Residential Solid Waste Collection shall be performed on one of the following two collection cycles. Monday and Thursday or Tuesday and Friday

Vegetative Waste Collection Services: Vegetative Waste Collection shall be performed one time per week on either a Monday, Tuesday, Thursday, or Friday.

Residential Recycling Collection Services: Residential Recycling Collection shall be performed on Wednesday.

Residential Collection Equipment: Contractor will provide the following equipment:

Two (2) 25-yard Rear Load type trucks with cart tippers

One (1) F350 or similar type Satellite Vehicle with cart tipper collection equipment.

Fuel Surcharge: Beginning October 1, 2022 and continuing through December 31, 2023, the Residential Solid Waste Collection rate shall, in addition to the rates set forth above, include a fuel surcharge of **\$1.53** per month/dwelling unit. At the end of each calendar year the fuel surcharge is imposed, the parties will “true-up” the fuel surcharge based on adjustments in fuel cost based on the Weekly Lower Atlantic (PADD 1 C) No 2 Diesel Retail Prices Index (<https://www.eia.gov/petroleum/gasdiesel/>) by either the Contractor providing a rebate to the Town or the Town adjusting the Residential Solid Waste Collection rate in future years. Actual fuel cost and usa

COMMERCIAL COLLECTION

Container Solid Waste Collection Rate	\$10.89 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$13.61 (1.25x the container collection rate)
Commercial Collection Rate	\$10.89 per cubic yard
Small Business Generator (less than 1 cubic yard per week, additional Cart maintenance fee)	\$32.00 per month (\$16.00 collection and \$16.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$16.00
Compactor Collection Rate {greater than 8 cubic yards Roll-off Compactors)	\$250.00 per pull
Roll-off Collection Rate	\$200.00 per pull

Fuel Surcharge: Beginning October 1, 2022 and continuing through December 31, 2023, the Commercial Solid Waste Collection rates shall, in addition to the rates set forth above, include a fuel surcharge, which will be invoiced separately. At the end of each quarter the fuel surcharge is imposed, the Contractor will adjust the fuel surcharge based on adjustments in fuel cost based on the Weekly Lower Atlantic (PADD 1 C) No 2 Diesel Retail Prices Index (<https://www.eia.gov/petroleum/gasdiesel/>).

SPECIAL SERVICES RATES

(Not to be Adjusted during the Term of the Agreement)

SERVICE	RATE PER SERVICE
Rolling Out Commercial 95-or 101-Gallon Container with 10 or more feet per direction	\$1.00 (No charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$1.84 per Service per Container
Back Door Service (Residential Curbside Only) *	\$22.00 per Dwelling Unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on Container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above one time per year residential only)	\$55.00
Changing Out Sizes (Commercial)	\$55.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$25.00 Special Service Fee Plus Applicable Commercial Collection and Disposal Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or Special Equipment required because of impaired accessibility	Negotiable
Turn around Compactors (commercial customer only)	\$20.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$8.00 Per CY**
Residential Mixed Collection (Vegetation with C&D and/or bulk)	\$22.00 Per CY**

* No charge for residents medically unable to bring Solid Waste or Recovered Materials to curbside as delineated in Section 4

** Beginning October 1, 2022 and continuing through December 31, 2023, these Special Service Solid Waste Collection rates shall, in addition to the rates set forth above, include a fuel surcharge, which will be invoiced separately. At the end of each quarter the fuel surcharge is imposed, the Contractor will adjust the fuel surcharge based on adjustments in fuel cost based on the Weekly Lower Atlantic (PADD 1 C) No 2 Diesel Retail Prices Index (<https://www.eia.gov/petroleum/gasdiesel/>).

MONTHLY CONTAINER MAINTENANCE FEES

(Not to be Adjusted during the Term of the Agreement)

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking
CART	\$2.10
2YD	\$24.00
3 YD	\$26.00
4YD	\$28.00
6YD	\$30.00
8YD	\$32.00
10-40 YD ROLL-OFF	\$50.00

Capacities in between these values can be obtained by interpolation. Capacities outside of these values can be obtained by extrapolation

**FOURTH AMENDMENT TO SOLID WASTE AND RECYCLING
COLLECTION SERVICES AGREEMENT**

This Fourth Amendment (“Fourth Amendment” hereafter) is made as of the ____ day of _____, 2022, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, (“Town”), and **Coastal Waste & Recycling of Palm Beach County, LLC**, a company authorized to do business in the State of Florida (“Coastal”).

RECITALS

WHEREAS, the parties entered into a Solid Waste and Recycling Collection Services Agreement which was amended by the First Amendment and the Second Amendment all on November 5, 2019, and the Third Amendment on August 17, 2021 (collectively, the “Agreement”); and

WHEREAS, the Agreement provides for specific rates to be charged to the customers within the Town by Coastal; and

WHEREAS, the Agreement provides for the ability for Coastal to petition the Town for a rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator; and

WHEREAS, in accordance section 6.D. of the Agreement, Coastal has petitioned the Town for a rate adjustment based on the extraordinary and unusual increase in fuel prices; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to amending the rates as requested.

NOW, THEREAFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Amendment to Exhibit I, “Residential Collection”, “Commercial Collection”, “Special Services Rates”, and “Monthly Container Maintenance Fees”. Exhibit I of the Agreement is hereby deleted in its entirety and replaced with the Exhibit I as attached to this Third Amendment.
3. Entire Agreement. The Town and Coastal agree that this Fourth Amendment, in addition to terms of the Agreement, as previously modified as stated herein set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including the First, Second, Third and this Fourth Amendments thereto may be

added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

4. Legal Effect. This Fourth Amendment shall not become binding and effective until approved by the Town Council.
5. Counterparts. This Fourth amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Fourth Amendment.
6. Amendment. Except for the provisions of the Agreement specifically modified by this Fourth Amendment, all other terms and conditions of the Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Coastal have caused this Fourth Amendment to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Robert Shorr, Mayor

ATTEST

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

**COASTAL WASTE & RECYCLING OF PALM
BEACH COUNTY, LLC**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2022 by _____, as _____ of Coastal Waste & Recycling of Palm Beach County, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE FOURTH AMENDMENT TO SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT WITH COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) issued a request for proposals for solid waste and recycling collection services; and

WHEREAS, Coastal Waste & Recycling of Palm Beach County, LLC (“Coastal”) responded to the request for proposals and was selected as the awarded vendor; and

WHEREAS, the Town and Coastal entered into a Solid Waste and Recycling Collection Services Agreement which was amended by the First Amendment the Second Amendment all on November 5, 2019, and the Third Amendment on August 17, 2021 (collectively, the “Agreement”); and

WHEREAS, the Town and Coastal have agreed to revise the rates in accordance with section 6.D. of the Agreement due to the extraordinary and unusual increase in fuel prices; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Fourth Amendment amending the rates.

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 Fourth Amendment to Solid Waste and Recycling Collection Services Agreement with Coastal Waste and Recycling of Palm Beach County, LLC.

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

☐ ☐ ☐

Phillis Maniglia, COUNCIL MEMBER

☐ ☐ ☐

**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:

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Marianne Miles



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 10

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: August 2, 2022

SUBJECT: Approval of Resolution 2022-30 Amending Solid Waste Rates and Franchise Fees

Background:

The Town of Loxhatchee Groves entered into Solid Waste and Recycling Collection Services Agreement which was amended by the First Amendment the Second Amendment all on November 5, 2019, and the Third Amendment on August 17, 2021.

Resolution 2022-30 amends the rate schedule in Exhibit I of the Solid Waste and Recycling Collection Service agreement due to an extraordinary rate increase as provided by Section 6.D of the contract with Coastal for the escalating cost of fuel.

Mr. Casagrande will be in attendance at the meeting to make a presentation and to answer any questions.

Recommendation:

Move to approve **Resolution 2022-30** Authorizing the Fourth Amendment to Solid Waste and Recycling Collection Services Agreement.

EXHIBIT I

RESIDENTIAL COLLECTION

The rates are as set forth as follows:

Year One beginning January 1, 2020 - \$37.50 per month/dwelling unit

Year Two beginning January 1, 2021- \$38.62 per month/dwelling unit

Year Three beginning January 1, 2022- \$35.42 per month/dwelling unit

Year Four beginning January 1, 2023- \$36.48 per month/dwelling unit

Year Five beginning January 1, 2024- \$37.50 per month/dwelling unit

Year Six beginning January 1, 2025-any increase is based on the Payment Adjustment Schedule

Year Seven beginning January 1, 2026 any increase is based on the Payment Adjustment Schedule

Residential Solid Waste Collection Services: Residential Solid Waste Collection shall be performed on one of the following two collection cycles. Monday and Thursday or Tuesday and Friday

Vegetative Waste Collection Services: Vegetative Waste Collection shall be performed one time per week on either a Monday, Tuesday, Thursday, or Friday.

Residential Recycling Collection Services: Residential Recycling Collection shall be performed on Wednesday.

Residential Collection Equipment: Contractor will provide the following equipment:

Two (2) 25-yard Rear Load type trucks with cart tippers

One (1) F350 or similar type Satellite Vehicle with cart tipper collection equipment.

Fuel Surcharge: Beginning October 1, 2022 and continuing through December 31, 2023, the Residential Solid Waste Collection rate shall, in addition to the rates set forth above, include a fuel surcharge of **\$1.53** per month/dwelling unit. At the end of each calendar year the fuel surcharge is imposed, the parties will “true-up” the fuel surcharge based on adjustments in fuel cost based on the Weekly Lower Atlantic (PADD 1 C) No 2 Diesel Retail Prices Index (<https://www.eia.gov/petroleum/gasdiesel/>) by either the Contractor providing a rebate to the Town or the Town adjusting the Residential Solid Waste Collection rate in future years. Actual fuel cost and usa

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 12

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: August 2, 2022
SUBJECT: Discussion of Proposed Fee Adjustment and/or Waiver Policy

Background:

Attached are proposed guidelines for adjustment and/or waiver of Town fees and/or charges which enables staff and the Town Manager to adjust and/or to waive certain fees and/or charges with adequate justification. The total amount of administratively approved adjustments and/or waivers meeting certain conditions would be limited to \$500 individually and \$2,000 in the aggregate per month. Any requested fee adjustments exceeding these amounts would be subject to Council approval. All adjustments and/or waivers would be reported to Council at least annually.

In addition to this proposed policy, there may be required ordinance changes as well as fee schedule modifications necessary.

Recommendations:

Council input and direction.

I. Purpose

To be more responsive to customers/residents/applicants by empowering staff and the Town Manager to make certain adjustments to and/or to grant waivers of fees and charges for planning and zoning, permitting, code enforcement, and other services provided by the Town as adopted by the following:

- Resolution No. 2013-01 setting forth fees and charges for limited zoning and planning services; zoning review and zoning confirmation letters and interpretations; and
- Resolution No. 2016-14 amending and incorporating all fees and charges assessed into one comprehensive fee schedule, which was amended by Resolutions 2017-16, 2017-81, 2018-28, and 2018-62: and
- Resolution No. 2021-70 amending the comprehensive fee schedule for planning and zoning, permitting, code enforcement, and other services provided by the Town.

Generally, the guidelines afford customers/residents/applicants to request that the Town:

- Waive an amount of money owed to the Town
- Grant a concession (in amount, nature and/or timing) in relation to money which is owned to the Town

II. Goal

To improve the overall communication between the Town and the customers/residents/applicants it serves by offering fair monetary solutions to customers/residents/applicants with straightforward problems while in conversation with that customer/resident/applicant. To be effective, the customer-focused approach allows for some discretion with respect to adjustments to and/or waivers of certain fees and charges but relies upon standardized process and procedures.

III. Eligibility

- The Town will consider fee waivers generally up to a maximum of 50% of the total fee/charge; however, the Town may at its discretion determine to waive 100% of the fees and charges based on the merit of the application. Circumstances that may justify an adjustments and/or waiver of fees and/or charges include but are not limited to:
 - Conditions arising from actions and/or inactions of prior owners
 - Previous permits indicated need for related permit (Town should have known at time of initial permit)
 - Oversight or error by governmental entity (Town or otherwise)
 - Where cost of fee may deter compliance and/or cause financial hardship

-
- Code is outdated and/or situation suggests need for amendment to code
 - Administrative burden to Town
 - Fee waivers will be considered for:
 - Fees and charges listed on the Schedule of Fees and Charges adopted by Council as noted above
 - Reimbursement for fees or charges such as cost recovery
 - Initial and/or additional deposit/escrows required
 - Activities, events, competitions, projects, or celebrations
 - The Town may, at its own discretion, determine an individual adjustment and/or waiver on its merits.

Generally, only one adjustment and/or waiver of fees and charges for an individual property may be considered within any 12-month period. Additional adjustments and/or waivers may be granted if the customers resident/applicant can produce adequate documentation and it is determined that reasonable justification exists. All requests must be made within 12 months of initial service.

There will be a minimum of a \$50 administrative fee each application for each adjustment and/or waiver of fees and/or charges.

- Fee waivers will not be considered for:
 - Where a fee or charge is due to the Town under another local, State or Federal Law and/or by another regulatory body
 - Activities that are already covered by an existing agreement
 - Fines & penalties for retrospective applications by same owner or as otherwise set forth in Town regulations
 - Fines & penalties imposed by special magistrate except as permitted by the Town's code
- Payment plan will be considered when asked for by the customer/resident/applicant. Any payment extension will be required to **be paid** in full within a 12-month period.

IV. Authority

- Staff and management may make adjustment to and/or waive fees and/or charges in accordance with the provisions of the policy up to \$125.00 a month in individual fees and/or charges and no more than \$500 in the aggregate monthly.
- The Town Manager will handle those matters where a customer/resident/applicant feels that they did not receive an adequate solution to their issue and may further make adjustment to and/or waive fees and/or charges in accordance with the provisions of the policy up to \$500.00 a month in individual fees and/or charges and no more than \$5,000

in the aggregate monthly. Where adjustments and/or waivers exceed \$750 individually or \$2,000 in the aggregate monthly, the Town Manager shall make a recommendation to Town Council for their consideration and action. Further, the Town Manager may refer any action to the Town Attorney for their advice and counsel or to the Town Council for determinations.

- The Town Council will handle those matters in exceeding the Town Manager's authority as well as appeals of the Town Manager's decisions and may make adjustment to and/or waive and fees and/or charges in accordance with this policy.

V. Notice and Application

Customers/residents/applicants wishing to dispute fees and/or charges may notify the Town verbally then must complete an application as noted below, stating the nature of their concern as well as their requested action. Disputed fees and/or charges will be considered on an individual basis taking in consideration circumstances, documentation, any action taken by the customers/residents/applicants and results of additional research/review.

Certain fees and/or charges can be waived immediately at the time the staff person is still in conversation with the customer/resident/applicant (i.e., premise visits, etc.). Other adjustments and/or waivers may only be made following review/research and in accordance with the guidelines stated herein. After taking into consideration the customer's/resident's/applicant's account history, remarks made by the customer/resident/applicant and any other circumstances that may have affected the fee and/or charge, the Town may credit the customer's/resident's/applicant's account

Applications for adjustment to and/or a waiver of fees and/or charges are to be submitted using the Request for Adjustment to and/or Waiver of Fees and Charges application form. Electronic copies are preferred, although hard copy applications will be accepted. Completed applications must be submitted by email (Email: _____) or in person at Town Hall (155 F Road, Loxahatchee Groves, FL 33470) and are accepted at any time during the year.

Please read these guidelines carefully before applying. If you require any further information or assistance with your application form, please contact:

Email: _____
Phone: _____

Applications that are not submitted by application form may not be eligible for funding. If

circumstances surrounding a successful applicant change, the Town reserves the right to review and cancel any or all the approved adjustments and/or waivers.

VI. Documentation

Only after all information, documentation, and/or other research has been completed and reviewed, can the staff, Town Manager or Town Council grant an adjustment and/or waiver. All adjustments and/or waivers granted will be done in accordance with the guidelines set forth in this policy. When approving an application for adjustments and/or waivers, the justification must be documented and approved. An adjustments and/or waivers summary report will be compiled annually and reported to Council at least annually.