

# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

## TOWN COUNCIL REGULAR MEETING

**Community Discussion Meeting 6:00-6:30 PM (Non-Agenda Items Workshop)**

### AGENDA

**OCTOBER 4, 2022, 6:30 -9:30 P.M.**



**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

Assistant Town Manager, Interim 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 received will be "received and filed" to be acknowledged as part of the official public record for the meeting. The Town Council meeting will be live-streamed and close-captioned for the general public via our website, instructions are posted there.

### **CONSENT AGENDA**

1. Approval of Meeting Minutes.
  - a. July 5, 2022, Town Council Regular Meeting Minutes.
2. Consideration of **Resolution No. 2022-61** utilizing the City of Boynton Beach annual supply of brass fittings and accessories; authorizing the entry by the Town into agreements with Vendors for goods and services; authorizing the mayor to execute necessary documents in forms acceptable to the Town Manager and Town Attorney to take necessary action to implement such Cooperative Purchasing Agreements. Core and Main
3. Consideration of **Resolution No. 2022-70** regarding agreement with Palm Beach Aggregates.
4. Consideration of **Resolution No. 2022-71** regarding agreement with Caballero Fierman Llerena Garcia, LLP Audit Services.

### **PRESENTATION AND DISCUSSION**

5. Discussion of early hours request from Lockhart Storage.
6. Presentation and discussion of designation of Rural Community. (Chandler Williamson)
7. Discussion of Palm Beach County 5YR Road Program-Annual Update.

### **PUBLIC HEARING**

8. Consideration of **Ordinance No. 2022-01** adopting the annual update to the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes.
9. Consideration of **Ordinance No. 2022-02** referendum to amend paragraph (12) of section 5 "Legislative" of the Charter to provide for signature authority by the mayor.

10. Consideration of **Ordinance No. 2022-03** referendum to amend paragraph (6) “Budget and Appropriations” of the Charter to provide for a change in the repayment term for certain types of borrowing from a repayment term of thirty-six (36) months to a repayment term that is consistent with the life cycle of the project or asset.

### **REGULAR AGENDA**

11. Consideration of acceptance of the Town Manager’s Contract.

### **TOWN STAFF COMMENTS**

**Town Manager**

**Town Attorney**

**Public Works Director**

**Town Clerk**

### **TOWN COUNCILMEMBER COMMENTS**

**Margaret Herzog (Seat 5)**

**Phillis Maniglia (Seat 1)**

**Marianne Miles (Seat 3)**

**Vice Mayor 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.

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155 F Road Loxahatchee Groves, FL 33470

**Agenda # 1**

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Lakisha Burch, Town Clerk**

**VIA: Francine Ramaglia, Town Manager**

**DATE: October 4, 2022**

**SUBJECT: Meeting Minutes**

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Staff recommends approval of the attached meeting minutes.



## **TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL REGULAR MEETING**

**JULY 5, 2022**

*Meeting audio available in Town Clerk's Office*

### **CALL TO ORDER**

Mayor Shorr called the meeting to order at 6:33 p.m.

### **PLEDGE OF ALLEGIANCE**

Mayor Shorr led the Pledge of Allegiance.

### **MOMENT OF SILENCE**

Mayor Shorr led a prayer.

### **ROLL CALL**

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles, and Margaret Herzog, Interim Town Manager Francine L. Ramaglia, Assistant Public Works Director Mario Matos, Town Attorney Elizabeth Lenihan, Esq., Town Planning Consultant James Fleishmann, Town Engineer Randy Wertepny and Town Clerk Lakisha Burch.

### **ADDITIONS, DELETIONS AND MODIFICATIONS**

**Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve agenda as is it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.**

### **COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

There were public comments made by the following: Deborah Marshall

Councilmember Maniglia inquired on the statue Ms. Marshall commented on during public comment.

Mayor Shorr advised that we do not interact during public comment. He called for point of order.

Public comments were made by Ken Johnson.

Councilmember Maniglia asked Town Attorney Lenihan if a resolution is needed to include the Communication Emergency Response Teams (CERT) trailers where they can be parked on the Water District and we pay for the insurance for those trailers.

Town Attorney Lenihan responded we will bring forward an item for Council to consider a contract amendment to the resolution of all the things encompassed.

Councilmember Maniglia commented this is time sensitive. She inquired if the item is coming back at the next meeting.

Town Attorney Lenihan responded it is not drafted yet; we are trying to get it done.

Public comment was made by Paul Coleman.

### **PRESENTATION**

1. Update and direction on Solid Waste Authority (SWA) grant funded project.

Town Manager Ramaglia presented the item. She advised that it is almost through permitting with Palm Beach County and that there are no significant comments on the applications. She believes the permits should be issued shortly. She mentioned the reconfiguration of the project discussed at the last meeting in order to get the prices down within the grant funded. She mentioned the total amount originally submitted to SWA was for \$441k of which they requested \$110K be an in-kind match, which we are hoping to do and explained how.

Randy Wertepny from Keshavarz and Associates presented the two components of the project. He mentioned that it was a grant awarded a few months ago that the Town Staff worked to achieve through the Solid Waste Authority (SWA); it is \$300K and some odd thousand dollars to be provided by the SWA with the Town match of which the Town is planning on having in-kind services be the match for this grant. He discussed the Mobility Hubs along Okeechobee Boulevard off the following lettered roads:

- B Road
- C Road
- D Road
- E Road
- F Road

Mr. Wertepny noted the schematics portion of the site plans and what will be included. He noted that space is available for future equestrian rest area, and he mentioned what the areas would include.

Councilmember Maniglia asked Mr. Wertepny who the services are being provided for.

Mr. Wertepny responded services are provided for the Town.

Mayor Shorr advised Councilmember Maniglia to allow Mr. Wertepny to finish his presentation; he mentioned then public comment and then you can ask questions. He asked Councilmember Maniglia does she understand the rules.

Councilmember Maniglia responded to someone in the audience; get used to it.

Mayor Shorr commented you still have that rule before it started, and you are still speaking out.

Mr. Wertepny continued and presented the standard site plan used for all five (5) hub locations; landscaping element adjacent to each hub; and noted the grand total cost for the hubs in the budget is \$285K. He said it has been broken up into two (2) forms; the overall budget for mobility hubs and materials verses labor; which a portion of that we are anticipating what can utilized via in-kind services. He advised that 25% is the match what is supposed to occur which

is roughly \$120K however we are anticipating a minimum of a \$140k for in-kind services; he mentioned other opportunities that lend itself and said that is part of the next steps and explained them. He presented the second component, Monument Signs and mentioned that five (5) will be placed in various locations around the Town and mentioned the locations. He advised that the budget for the Monument Signs is \$156k; he said they will be fabricated, delivered, and installed by Public Works. He mentioned that the Mobility Hub locations concrete will be ordered; Public Works will be setting the concrete slabs, mounting the trash enclosures, bike racks and other equipment at those locations. He said that the big picture that we are focused on is the grant deadline which is September 30<sup>th</sup>; all fees have to be expended by September 30<sup>th</sup>, right now we are on track with that; the design has been completed; permitting is underway, we are anticipating a permit within the next week or so. He advised that a permit is needed for a few of the locations from Palm Beach County (PBC) and explained why. He said that material acquisition should begin as soon as possible to allow site work to commence therefore construction can begin shortly after at the end of this month if not in August and September. He explained the next steps in the process and noted three that (3) sign locations do not need permits from other agencies as they are completely within the Town's right-a-ways. He said we would like to designate one or more of the sites as tree mitigation receiver sites; continue to solicit vendors to provide materials and or services up to a value of \$25k per vendor; solicit local businesses to either adopt one or more of the sites and/or provide materials such as landscaping for this project. He said with the deadline approaching he wants to make sure that staff can move forward and if there is anything for Council approval it can come back and explained.

Interim Town Manager Ramaglia pointed out that the map in the agenda on page #9 is missing for D Road and Valencia Drive and advised that they need to be added in; additionally, one of the site plans is missing as well. She expects three (3) contracts to come before Council; The sign, the bollards, and the concrete, and explained why.

Assistant Public Works Director Mario Matos commented that we will stay below the \$25k for the concrete; he explained that the work must be scheduled two weeks in advance. He mentioned when it was brought before the Council there were comments on the Mobility Hub structure and having the Equestrian Trail removed from the project. He noted that Public Works decided to do most of the installation and explained why.

There were public comments made by the following: Cassie Suchy, Deborah Marshall, Kevin Brennan, and Paul Coleman.

Councilmember Herzog inquired on the percentage of the tree bank. Planning Consultant, Jim Fleischman said that there are no trees in the tree bank, there was \$78k paid in lieu of trees for Pod A of Groves Town Center.

Councilmember Herzog inquired on the property located off Okeechobee Boulevard.

- Whether anything was paid.
  - Mr. Fleischman responded that is complicated; they took trees down without a permit. Mayor Shorr commented let us not go down that road; we are going off topic here. Interim Town Manager Ramaglia commented that we need to stay away from answering that question. Mayor Shorr commented it is in Code Enforcement.



Councilmember Herzog inquired on the sign off Okeechobee Boulevard being upgraded.

Mr. Wertepny noted the existing signs off F Road and Town Hall.

Councilmember Herzog said she is talking about the sign off Okeechobee Boulevard and Folsom Road.

Mr. Wertepny said that one is to remain and explained why.

There was discussion between Councilmember Herzog, Mr. Matos, Mr. Wertepny and Interim Town Manager Ramaglia regarding the monument signs, concrete walkway, canals, and Equestrian Trails.

Councilmember Miles inquired how the 95-gallon trash and recycling will be picked up and emptied. Mr. Wertepny responded he believes Solid Waste Authority (SWA). Interim Town Manager Ramaglia said it is Coastal.

- Bollards
- Residents not wanting this.
  - Interim Town Manager Ramaglia stated the purpose of the grant was for blight and beautification and explained why. She advised that if we are thinking about not taking the grant, we need to notify the SWA sooner than later as we already accepted this grant; she mentioned the in-kind match and noted the points for obtaining the in-kind match. Councilmember Maniglia asked Ms. Ramaglia what she is talking about. Interim Town Manager Ramaglia said that she is trying to give a history of the project; she continued and stated that if we are not going to continue then we should probably let them know as soon as we can.

Councilmember Maniglia inquired how much money and time did we spend on the TPA Grant. She commented that the residents wanted the TPA Grant.

Mayor Shorr called for Point of Order and told Councilmember Maniglia that this is not about the TPA Grant.

Councilmember Maniglia told Mayor Shorr to stop interrupting her. She stated her reason for bringing up the TPA Grant. She said that she agrees with Councilmember Miles; if there are no garbage cans people will not throw their trash out there; if the Sheriff enforces the signs that say do not pick up the illegal undocumented workers which is bad for your health; and if they were doing their jobs then we would not have trash on the end of every road. She commented on the TPA Grant and said it would have benefited taxpayers. She asked who this is benefiting; she commented this is a beautification project for what. She asked whose bicycles are there; they are not the kids that go to school; these are the illegal workers; so welcome to California everybody; you work for it, and they get it. She mentioned that Councilmember Miles said that we do not own Okeechobee Boulevard; why are we spending money on it; how is this any different. She asked Mr. Matos who will be cleaning the Town while Public Works is doing all these projects.

Mr. Matos responded he will make sure that maintenance is still being done in the Town.

Councilmember Maniglia

- Turtle Creek

She mentioned that Mr. Peters said that he could build 145<sup>th</sup> in 15 days for \$60K; she said the materials cost \$60k. She inquired about the labor cost, insurance, and overtime cost for Public Works staff for this project and never got it. She said that she guarantees that project cost over \$120K and she is not on board with this as it is a waste of Town resources and money.

Vice Mayor Danowski

- Monument Signs

She said if we are going to build our image and existence, these signs 100% need to reflect and incorporate the sign on the corner off Okeechobee Boulevard and Folsom Road; she commented on the colors and design of the sign. Mr. Wertepny explained that the layout and esthetics came from Town staff, and it was brought to us to help secure the grant; he noted that it has been brought before Council several times to work out these particular details, it can be changed; if adjustments are made, they will need to be made soon so we can meet the deadline and timeframe. If it does not move forward, it does not move forward. Vice Mayor Danowski commented that is fair and she apologized for directing it at Mr. Wertepny. She noted that Town Council was invited to attend individual meetings with the Town Planner and Former Town Manager as to what Council would like to see. Individual meetings with the former Town Manager. She is irritated as this is nothing about what we said, we can do a way better job on the signs. Interim Town Manager Ramaglia commented we can make the signs match the signs off Folsom Road. Mayor Shorr inquired if we can get a consensus on that.

**There was consensus by Town Council to have the signs match the signs off Folsom Road.**

- Mr. Brennan's comment regarding the danger/impediment of picking people up off Okeechobee Boulevard.
- Game cameras/Trash cans
  - She would like to see a better application of funds
- Bus stops created for kids instead of trash cans
- Inquired about locations for trash facilities
  - Mr. Wertepny advised that they will be located at the piped sections. Mr. Matos stated that people are getting confused and explained where the trash facilities will be located and why.
- Mechanized crossings
- Well pump
- Inquired what happens if we go over budget.
  - Interim Town Manager Ramaglia responded it would be on us, but we would not go over budget because we would not bring forward anything that would take us over budget and explained the reason why. Mr. Matos commented that Public Works would work hard on not getting into the \$20k for trash receptacles and explained why. Vice Mayor Danowski asked Mr. Fleischman did all five councilmembers take advantage of the offer that was extended to each to meet

individually with him while Mr. Titcomb was here. Mr. Fleischman responded as individuals no.

Mayor Shorr

- Inquired if the labor matching part is a reimbursable grant.
  - Interim Town Manager Ramaglia responded it is. Mayor Shorr asked Ms. Ramaglia how you quantify matching for staff time. Ms. Ramaglia responded we use their hourly rate plus benefits.
- Budget
  - Mayor Shorr asked Mr. Wertepny if Keshavarz is done with all the surveys and permits. Mr. Wertepny responded they are done; he noted that all the time for this grant has been isolated and kept separately. Mayor Shorr said that he just wants to understand the matching part that includes labor and what is coming out of our pockets. Mr. Matos advised that the use of equipment will be calculated as well.
- Adopt Program
  - He Inquired how the program will work. Ms. Ramaglia responded hopefully so and explained how the program would go. Mayor Shorr asked if Mr. Matos has spoken with anybody yet. Mr. Matos responded we have to wait for the Town Council's approval. Ms. Ramaglia said that we have taken some donations; we will be coming back before Council with some mechanism for acceptance; she mentioned the Sod Farm donated sod. Mayor Shorr inquired if the local donors have a \$25k limit due to this particular grant. Ms. Ramaglia responded it is due to our procurement policy and explained the reason why.
- Mr. Coleman's comment on the sign located off B Road.
  - Mayor Shorr said the relocation of the sign would require Mr. Wertepny to go back and redo it. Mr. Wertepny advised it does not necessarily have to be surveyed, and that could be looked at in the field by Town staff; as it is completely within Town limits, we can provide you with the survey maps done for B Road many years ago.

Mayor Shorr asked Town Council about moving the B Road sign further North up B Road in the median. Vice Mayor Danowski commented great idea. Councilmember Miles commented she thinks we need to move it. Councilmember Herzog commented it needs to be moved but she does not know about it being in the median. Mr. Wertepny said we would need to look at site distances and explained why.

**There was a consensus to move the sign to B Road.**

Councilmember Miles inquired how much it cost for the sign located off Folsom Road and Okeechobee Boulevard.

Mayor Shorr responded all that has to come before us.

There was discussion between Town Council, Mr. Wertepny, Assistant Public Works Director Matos, and Town Manager Ramaglia on signage, cost, and trash bins.

Vice Mayor Danowski provided a summary list to be received and filed by the Interim Town Manager.

Interim Town Manager Ramaglia requested for Mr. Fleishman to share information about an application received a few years because one of the churches offered to be a job center pickup and drop-off location.

Mr. Fleischmann said that it was a while ago; he does not remember the name of the church.

Councilmember Herzog said that it was the first church right next to Red Barn.

Mr. Fleischmann continued and explained what the church wanted to do; he does not believe the application came before Council.

Councilmember Herzog commented that the Presbyterian Church offered to help the church next to the Red Barn; they did not the corporation. She advised what she likes for the signage and advised what would be effective for the bollards.

Councilmember Maniglia asked Town Attorney Lenihan can she make a motion.

Mayor Shorr advised Councilmember Maniglia that he has not acknowledged her. Let him finish; he is next on comments. He will call for the motion when we are ready.

Councilmember Maniglia said that the Town Attorney said yes. She thinks she can make a motion anytime.

Mayor Shorr inquired how the grant is reconstructed.

Interim Town Manager Ramaglia responded the grant was for beatification and blight; she mentioned what needs to be looked at as it relates to the property the Town owns when looking at bollards. She thinks the license plates readers or cameras can be put in. We can call them tomorrow and go over what is voted by Council whether to proceed or not proceed. She said we probably need to keep something in there for containers as this is a SWA grant.

There was discussion between Town Council, Interim Town Manager Ramaglia, and Town Attorney Lenihan on matching and scaling back the project.

**Motion was made by Councilmember Maniglia to have staff notify the Solid Waste Authority (SWA) advising we are not accepting the SWA grant and for staff to work on the cost for the monument signs at the interests of our Town possibly not as large as the one located off Okeechobee Boulevard and Folsom Road.**

**Motion died for lack of a second.**

Mayor Shorr asked Vice Mayor Danowski to make a motion as she had all the parts and pieces to explore other options.

Vice Mayor Danowski asked Town Attorney Lenihan if she could help her with this.

Town Attorney Lenihan responded I will do my best.

**Motion was made by Vice Mayor Danowski for staff to incorporate Council comments listed that include the deletion of the faux cedar trash containers and bollards; and to incorporate the idea of possibly funding license plate readers, crossings and**

Councilmember Maniglia said she thinks we need to hear from the Town Attorney as you are off track of the grant itself.

Town Attorney Lenihan advised that she thinks what you are looking for is to give staff direction on whether you want to amend your application with the SWA for this grant; it sounds like you like the monument signs, but the mobility hubs would be changed; you would be taking things out and putting other things in that area or just deleting the mobility hubs altogether. What is your preference with the mobility hubs that seems to be where the issue is; what do you want those to look like; or do you not want to include them, and you just want signs. Staff needs direction on to the SWA.

Vice Mayor Danowski said to amend the application to the SWA. She asked Town Attorney Lenihan can you all just go from our notes.

Town Attorney responded no; because we need all of you to at least have consensus on each of the things, so we know what we are looking for.

**Motion made by Vice Mayor Danowski for staff to amend the application to the SWA to incorporate changes for the monuments signs to reflect the existing; to eliminate the mobility hubs and incorporate the idea of solar powered crossings on the North and South sides of Okeechobee Boulevard and to include mounting blocks; to incorporate license plate readers to make bigger signs to discriminate loitering; and finally negotiate with a church for pickup and drop off the labor pool.**

Councilmember Maniglia asked if she could make a comment on the license plate signs, please.

Mayor Shorr responded let us finish and get a second on the first.

Councilmember Miles advised Vice Mayor Danowski that she is having an issue with the solar crossings going on Okeechobee Boulevard and liability there and safety. She explained the reason why.

Mayor Shorr advised Councilmember Miles that she could not go into long details; if you do not support it you take it out.

Councilmember Maniglia said there is no second on the motion; she is going to make another motion.

**Mayor Shorr seconded Vice Mayor Danowski's motion.**

There was Council discussion on license plate readers, cost, and cameras.

Councilmember Miles inquired whether the SWA can say if the Town can go forward with this project or not if the Town proposes something.

Town Attorney Lenihan responded yes.

Town Clerk Burch asked Council if staff could take their suggestions and speak with the County and bring a final back before Council to approve or not approve.

Mayor Shorr responded we have a motion that says that; we have a first and a second.

**it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Miles, Nay: Councilmember Maniglia and Herzog. Motion passed 3-2.**

**CONSENT AGENDA**

2. Consideration of Meeting Minutes.
  - a. March 28, 2022, Attorney-Client Closed Door Session
  - b. April 25, 2022, Attorney-Client Closed Door Session
  - c. May 3, 2022, Community Workshop Meeting Minutes
  - d. May 3, 2022, Town Council Regular Meeting Minutes
  - e. May 17, 2022, Community Workshop Meeting Minutes
  - f. May 17, 2022, Town Council Regular Meeting Minutes
3. Consideration of ***Resolution No. 2022-34*** 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 \$45,652.00.

Councilmember Herzog requested to pull item 2 (b) from the Consent Agenda for discussion.

**Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve the Consent Agenda with the exception of item 2 (b): it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Nay Councilmember Maniglia Motion passed 4-1.**

Councilmember Herzog said the discussion is for page 39 number 8 of the minutes.

Mayor Shorr advised that page 39 is for the May 3<sup>rd</sup> Town Council Regular meeting. He asked Town Attorney Lenihan how to undo the motion.

Town Attorney Lenihan asked Councilmember Herzog if she has a question on the item.

Mayor Shorr asked Councilmember Herzog if she wanted to save her question for Council comments.

Councilmember Herzog responded she can.

There were public comments made by Cassie Suchy.

**Motion was made by Vice Mayor Danowski, seconded by Councilmember Miles to approve item 2(b) on the Consent Agenda: it was voted as follows: Ayes: Mayor Shor, Vice Mayor Danowski, Councilmembers, Miles, and Herzog. Nay Councilmember Maniglia. Motion passed 4-1.**

**PUBLIC HEARING-**

4. Consideration of ***Ordinance No. 2020-03*** on second reading (1) amend map # FLU 1.10 future land use of the future land use element to add the Okeechobee Rural 5 Overlay; (2) amend Table 1-8 future land uses of the future land use element to increase the intensity of the Commercial Low (CL) land use category and add the Okeechobee rural 5 (or 5) land use overlay; (3) add objective 1.16 and supportive policies to the text of the future land use element to regulate land use and intensity of use along the Okeechobee Boulevard and Southern Boulevard corridors; and (4) revise map #TRN 2.3 existing functional classification and maintenance responsibility of the transportation element and add map #TRN 2.3.1 proposed roadway classification, table 2.1 local road functional classification system, and policy 2.2.5 to the transportation element to clarify the functional classification of town roads; providing for codification; providing for conflicts, providing for severability; and providing for an effective date.

Town Attorney read Ordinance in the record.

Interim Town Manager Ramaglia introduced the item and provided background on the item.

Mr. Fleischman explained the item. He mentioned that the backup consists of pages 67-103 with six (6) basic items and mentioned each. He noted that the Joint Committee consisted of the United Land Development Committee (ULDC) and the Planning and Zoning Board, which spent 7 months reviewing the initial recommendations on the adoption of the first reading. He continued and stated the pages for the history reports, staff recommendations and reports, graphic examples on page 98 with the floor area; the Treasure Coast Regional Reports, recommendations from the May and June workshops; recommended approvals, and text amendments to the Future Land Use Elements and the Transportation Elements. He stated that the principal focus is the consideration for Second Reading. He mentioned what the ordinance consists of and provided a summary. He said it is his opinion that the principal focus of the Council should be on the Future Land Use Policy for the Okeechobee Boulevard Corridor on pages 89-94. He continued with his summary of the ordinance and stated his recommendation is for Council to focus on objective 1.16.

There were public comments made by the following: Fran Holden (via email), Joanna Manel (via email), Morley Smoss, Ken Johnson, Dr. Marshall, Mark Suchy, Avenger 901, Paul Coleman, Kevin Brennan, Lisa El-Ramey, Todd McClendon, Cassie Suchy, Virginia Standish, Brian McNeil, and Nina Corny.

**Motion was made by Councilmember Maniglia, seconded by Councilmember Herzog to approve Ordinance No. 2020-03 Okeechobee Corridor Overlay in its Second Reading as it sits.**

Councilmember Miles said that she wants to discuss it.

Mayor Shorr said let us discuss it; the FAR is a little high.

Councilmember Miles commented on the parcels off Okeechobee Boulevard, Code Enforcement, bringing the item back and lowering the FAR.

There were Council comments regarding the motion.

Vice Mayor Danowski apologized to Mr. Fleischman for sitting through the personal attacks. She asked what the road designation is and what can be built. She noted that exhibit 7a was put in place to keep the Town off the County's five (5) year plan.

Mr. Fleischmann responded to Vice Mayor Danowski's questions.

Mayor Shorr commented on his support of the Okeechobee Boulevard, buffers, avoiding issues that occurred off Okeechobee Boulevard and he explained why. He asked Town Attorney Lenihan whether a motion can be voted against once it has been seconded when you call to question.

Town Attorney Lenihan responded this is correct.

Mayor Shorr continued with his comments on the overlay. He mentioned what can and cannot be done, protecting the rural character of Okeechobee Boulevard, and businesses clogging up intersections off letter roads.

**Mayor Shorr called the motion to question.**

Vice Mayor Danowski requested for the motion to be repeated.

Town Attorney Lenihan responded the motion is to approve the ordinance.

**Motion was made by Mayor Shorr, seconded by Vice Mayor Danowski to approve Ordinance No. 2020-03 Okeechobee Corridor Overlay as written. Ayes: Nays: Mayor Shorr, Vice Mayor Danowski, Councilmember Maniglia, Miles, and Herzog. Motion failed unanimously.**

## **TOWN STAFF COMMENTS**

### **Town Manager**

- Coastal Recycling
  - Hurricane Season Clean-Up
  - Councilmember Maniglia requested Ms. Ramaglia to obtain two other bids.
- Agenda Review – Monday, July 18<sup>th</sup>
  - TRIM and Rate Adjustment
- SafeBuilt
  - Code Enforcement and Building – 1 Year Update on August 2<sup>nd</sup>.
- FPL to provide presentations at the July 19<sup>th</sup> Meeting
  - Real Zero Program
  - Underground Project Update

### **Town Attorney**

- Equestrian Bridge -Improvements Agreement

### **Public Works Director**

#### **Mario Matos, Assistant Public Works Director**

- Culvert Bid – Final draft has been submitted to Legal.
- Gruber and D Road Culvert Collapse



- Mayor Shorr asked Mr. Matos if he is asking for a motion or a consensus. Mr. Matos said he is bringing the problem up to Council to make a decision. Mayor Shorr inquired about the bids. Town Attorney Lenihan said it will be at least sixty (60) days. Mr. Matos responded to Council questions.
- Dirt Roads
  - Interim Town Manager Ramaglia mentioned that the words being worked on will be placed on the website.

#### **Town Clerk**

- Palm Beach County Ethics Training
- Florida League of Cities – 4-Hour Training
  - July 13<sup>th</sup>, 2022 (Virtual Training)
- Code Red
- CPG Agency Contract – July 19<sup>th</sup> Meeting
  - Interim Town Manager Ramaglia asked Council if staff could use the Agency between now and the next meeting and explained why.

**Motion made by Mayor Shorr, seconded by Vice Mayor Shorr to allow staff to use CPG Agency not to exceed the amount of \$2,500 until the contract is executed It was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Miles, Maniglia, and Herzog. Motion passed unanimously.**

#### **TOWN COUNCILMEMBER COMMENTS**

##### **Marge Herzog (Seat 5)**

- Adding two (2) Assistants On-Call for Mr. Fleischmann
  - Town Attorney said that Mr. Fleischmann and a contract are coming up for review.

**Motion by Councilmember Herzog to extend, seconded by Councilmember Maniglia. It was voted as follows; Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

##### **Phillis Maniglia (Seat 1)**

- Okeechobee Overlay
- Committees
- Sheriff's Contract Renewal
  - Ms. Ramaglia said that has not due for renewal is due by September 30<sup>th</sup>; she said we have not received their request yet.
- Community Response Emergency Team (CERT)
- Governor of California inviting Floridians to move to California.
- One-on-one meetings

##### **Marianne Miles (Seat 3)**

- CPG Agency Billing for Events
- Resident Behaviors toward Mr. Fleischman
- Culvert

- Yard Work parking
- Canopy of trees
  - Ms. Ramaglia noted that this is being addressed by the Hurricane Clean up

**Laura Danowski (Seat 2)**

- CodeRed
  - Thanked staff for getting this done.
- CPG Agency
- Sergeant at Arms for meetings
- Thanks to Mr. Fleischman for hanging in there and Mr. Matos for his report

**Mayor Robert Shorr (Seat 4)**

- Comments made about Gruber Road culvert
- Okeechobee Overlay

Town Attorney Lenihan mentioned having a Town Council Training on local Laws and Regulations from 4:30 p.m. on July 19<sup>th</sup>.

There was discussion by Town Council, Interim Town Manager Ramaglia, Town Attorney Lenihan, and Mr. Fleischmann on items for the July 19<sup>th</sup> Agenda and Tree Mitigation.

**Motion by Mayor Shorr, seconded by Councilmember Herzog to adjourn the meeting; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Maniglia, Miles, and Herzog.**

**ADJOURNMENT**

There being no further business the workshop was adjourned at 10:28 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



155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 2**

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Larry A. Peters, P.E. Director of Public Works  
**VIA:** Francine L. Ramaglia, Town Manager  
**SUBJECT:** Approval of Resolution No. 2022-61 regarding agreement with Core and Main.

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**Background:**

The Town's Purchasing Code, Section 2.133 allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Town Council previously approved a piggyback agreement with Core and Main on January 4, 2022. Core and Main informed Town staff that it will only honor the piggyback pricing through the Town entering into Core and Main's standard Participating Addendum form.

Purchase orders, individually or in the aggregate, are not to exceed procurement policy amounts or budgeted without separate budget amendment and/or Council approval as required by the Town's purchasing requirements.

**Recommendation:** Move that Town Council adopt *Resolution No. 2022-61* authorizing the Participating Addendum with Core & Main, LP. for purchase of available items utilizing the City of Boynton Beach's Annual Supply of Brass Fittings and Accessories Contract Bid # 083-1412-21.

**RESOLUTION NO. 2022-61**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH CORE & MAIN, LP. FOR ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES; AUTHORIZING THE TOWN MANAGER 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**, Section 2-133 of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS**, the Town is in need of reliable sources for goods and services including the purchase of culvert pipe; and

**WHEREAS**, the Town Administration has researched and located a government agency contract for the goods and services needed by the Town, which have been competitively procured and where the Town can obtain the same goods and services at prices equal to or less than the prices in the other government contract; and

**WHEREAS**, by Resolution No. 2022-03, the Town Council approved entering into an agreement with Core & Main, LP, utilizing the local government contract between Core & Main, LP and the City of Boynton Beach (ITB #083-1412-21/MFD) for purchase of brass fittings and accessories, which includes pricing for culvert pipe; and

**WHEREAS**, Core & Main, LP has requested the Town enter into a Participating Addendum for ITB #083-1412-21, rather than the standard Town piggyback agreement, to enable the Town to make such purchases; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Participating Addendum.

**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 authorizes the Town to utilize the local government contract between Core & Main, LP and the City of Boynton Beach (ITB #083-1412-21/MFD) for annual supply of brass fittings and accessories to enter into a Participation Addendum with Core & Main, LP for the goods and services provided therein. The Town Manager is authorized to execute any and all documents to implement the use of the identified contracts by the Town, 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 supersedes Resolution No. 2022-03.

**Section 4.** This Resolution shall become effective immediately upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGE HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Robert Shorr

\_\_\_\_\_  
Lakisha Burch, Town Clerk

\_\_\_\_\_  
Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member Marge Herzog

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member Phillis Maniglia

\_\_\_\_\_  
Council Member Marianne Miles

PARTICIPATING ADDENDUM  
FOR PURCHASE OF ANNUAL SUPPLY OF BRASS  
FITTINGS AND ACCESSORIES BID # 083-1412-21

This Participating Addendum for Purchase of Annual Supply of Brass Fittings & Accessories Bid # 083-1412-21 (the "Participating Addendum") is between the Town of Loxahatchee Groves (hereinafter "Buyer") and Core & Main LP (hereinafter "Supplier").

This Participating Addendum will add Buyer as a Participating Entity to purchase brass fittings and accessories from Supplier pursuant to the terms of Annual Supply of Brass Fittings & Accessories Bid # 083-1412-21, including its exhibits and amendments, entered into between The City of Boynton Beach and Core & Main LP on October 17, 2021 (the "Boynton Beach Agreement").

The primary Buyer contact for this Participating Addendum is as follows:

Contact:

Government Entity: Town of Loxahatchee Groves

Address:

City, State, Zip:

Phone:

Fax:

Email:

This Participating Addendum and Boynton Beach Agreement (hereinafter collectively, the "Agreement") set forth the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. The terms and conditions of the Agreement shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying the terms of the Agreement are expressly objected to and shall not be binding upon Supplier. No modification or alteration of the terms of the Agreement shall result by Supplier's shipment of materials following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated in the Agreement, and all prior proposals and negotiations are merged herein. The Agreement is binding on the parties, their successors, and permitted assigns.

It is understood and agreed that Buyer will place its own orders, be invoiced by the Supplier and make payments directly to the Supplier in accordance with the terms of the Boynton Beach Agreement. It is also mutually understood and agreed that the City of Boynton Beach is not a party to any agreement entered into between Buyer and Supplier and the City of Boynton Beach shall have no obligation with respect to any such agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date set forth below.

Buyer: \_\_\_\_\_

CORE & MAIN LP

By: \_\_\_\_\_

By: Moslehedin Rezakhani  
Moslehedin Rezakhani (Jun 24, 2022 16:55 EDT)

Name: \_\_\_\_\_

Name: Mo Rezakhani

Title: \_\_\_\_\_

Title: District Manager

Date: \_\_\_\_\_

Date: 6/22/2022






# CMLP-Blank-Participating Addendum-Piggyback Agt Form

Final Audit Report

2022-06-24

Created:	2022-06-24
By:	Javier Rezakhani (Javier.Rezakhani@coreandmain.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAacXZRsiog9cflp372-rpzGiuTujAwfE

## "CMLP-Blank-Participating Addendum-Piggyback Agt Form" History

-  Document created by Javier Rezakhani (Javier.Rezakhani@coreandmain.com)  
2022-06-24 - 8:53:19 PM GMT- IP address: 165.225.223.50
-  Document emailed to Moslehedin Rezakhani (mo.rezakhani@coreandmain.com) for signature  
2022-06-24 - 8:53:35 PM GMT
-  Email viewed by Moslehedin Rezakhani (mo.rezakhani@coreandmain.com)  
2022-06-24 - 8:54:00 PM GMT- IP address: 40.94.28.126
-  Document e-signed by Moslehedin Rezakhani (mo.rezakhani@coreandmain.com)  
Signature Date: 2022-06-24 - 8:55:11 PM GMT - Time Source: server- IP address: 165.225.223.66
-  Agreement completed.  
2022-06-24 - 8:55:11 PM GMT





155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 3**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Mario Matos, Assistant Director of Public Works**  
**VIA: Francine Ramaglia, Interim Town Manager**  
**SUBJECT: Consideration of Resolution No. 2022-70 regarding Agreement with Palm Beach Aggregates, LLC**

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**Background:**

The Town entered into an agreement with Palm Beach Aggregates, LLC, to provide road materials to the Town in February 2020. Town staff would like to extend the agreement with Aggregates from October 1, 2022 through December 31, 2022, for consistency in operations through hurricane season. Aggregates has requested an increase in pricing in this amendment as follows:

DOT Base rock	\$8.00 to \$9.50
1" Minus Base rock	\$8.00 to \$9.50
DOT #57 Stone	\$21.50 to \$26.50
6" to 12" Commercial Rip-Rap	\$36.50 to \$36.80

**Recommendation:**

Move that Town Council adopt ***Resolution No. 2022-70*** approving the Fourth Amendment to the Agreement with Palm Beach Aggregate, LLC to extend the Term of the Agreement through December 31, 2022, and amend the pricing list.

**RESOLUTION NO. 2022- 70**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY  
BY THE TOWN INTO A FOURTH AMENDMENT OF AGREEMENT  
WITH PALM BEACH AGGREGATES, LLC AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide various types of rock for Town road repair and maintenance; and

**WHEREAS**, the Town entered into an Agreement with Palm Beach Aggregates, LLC, for such purpose in February 2020 with an initial term through September 30, 2020, and two (2) optional renewal terms of one (1) year each; and

**WHEREAS**, Town and Contractor by execution of the First Amendment and Reinstatement of Agreement approved by the Town on February 2, 2021, agreed to the first renewal term from October 1, 2020, through September 30, 2021; and

**WHEREAS**, Town and Contractor by execution of the Second Renewal and Amendment of Agreement dated October 19, 2021, agreed to the second renewal term from October 1, 2021, through September 30, 2022, and to revise the Agreement to include statutorily required language and updated pricing; and

**WHEREAS**, Town and Contractor by execution of the Third Amendment of Agreement dated May 17, 2022, agreed to amend the pricing list to include additional pricing and a fuel surcharge; and

**WHEREAS**, Town and Contractor agree to extend the Agreement from October 1, 2022, through December 31, 2022, and amend the pricing under the Agreement; 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 operations during hurricane season; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Fourth Amendment of Agreement with Palm Beach Aggregates, LLC.

**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 Fourth Amendment of Agreement with Palm Beach Aggregates, LLC, attached hereto as Exhibit "A".

**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:

	Aye	Nay	Absent
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"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, 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:

\_\_\_\_\_  
Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Robert Shorr, Mayor

\_\_\_\_\_  
Laura Danowski, Vice Mayor

\_\_\_\_\_  
Phillis Maniglia, Council Member

\_\_\_\_\_  
Margaret Herzog, Council Member

\_\_\_\_\_  
Marianne Miles, Council Member

**FOURTH AMENDMENT OF AGREEMENT BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND PALM BEACH AGGREGATES, LLC.**

**THIS FOURTH AMENDMENT OF 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 Palm Beach Aggregates, a Florida Limited Liability Company, authorized to conduct business in the State of Florida ("Contractor").

**WITNESSETH:**

**WHEREAS**, Town and Contractor entered into an Agreement, dated February 4, 2020, as amended by the First Amendment and Reinstatement approved on February 2, 2021, and the Second Renewal and Amendment of Agreement dated October 19, 2021, and the Third Amendment of Agreement dated May 17, 2022 (collectively, the "Agreement"), incorporated herein by reference; and

**WHEREAS**, Town and Contractor desire to extend the Agreement through December 31, 2022; and

**WHEREAS**, Town and Contractor agree to amend the pricing under 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 Contractor hereby extend the Agreement effective October 1, 2022 through December 31, 2022.
3. The Town and Contractor hereby amend the Agreement to amend the pricing list attached to the Agreement by replacing it in its entirety with the pricing list shown on Exhibit "A", attached hereto and incorporated herein by this reference.
3. Except as set forth herein, the Agreement remains unmodified and in full force and effect.

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

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Robert Shorr, Mayor

ATTEST:

**CONTRACTOR: PALM BEACH AGGREGATES, LLC**

By: \_\_\_\_\_

Print Name: JUSTO NAVARRO

Title: Sales Manager

[Corporate Seal]

STATE OF **FLORIDA**

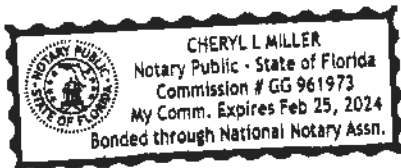
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 29<sup>th</sup> day of September, 2022, by Justo Navarro, as the representative of and on behalf of Palm Beach Aggregates (name of Contractor), who is personally known to me or who has produced the following identification: Driver's License.

NOTARY PUBLIC

(SEAL)

Signature of Notary Public



Cheryl Miller  
(Print Name)

My Commission Expires: Feb 25 2024

Commission No.: GG961973

**Exhibit "A" – Pricing**

**Pricing effective October 1, 2022:**

<b>Est. Qty</b>	<b>Units</b>	<b>Material</b>	<b>Description</b>	<b>Unit Price</b>
TBD	Tons	DOT Baserock (Code 11)	F.O.B. Palm Beach Aggregates, LLC	\$9.50
TBD	Tons	1" Minus Baserock	F.O.B. Palm Beach Aggregates, LLC	\$9.50
TBD	Tons	DOT #57 Stone (Code 10)	F.O.B. Palm Beach Aggregates, LLC	\$26.05
TBD	Tons	6" to 12" Commercial Rip- Rap	F.O.B. Palm Beach Aggregates, LLC	\$36.80

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 4**

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine Ramaglia, Town Manager**

**SUBJECT: Consideration of Resolution No. 2022-71 regarding Agreement with Caballero Fierman Llerena Garcia, LLP**

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**Background:**

In accordance with Section 218.391, Florida Statutes, the Town of Loxahatchee Groves, Florida (“Town”) issued Request for Proposals No. 2022-01 for “Annual Audit Services Fiscal Years 2022 through 2024” (“RFP”) and completed the competitive selection process. The Town Council acting as the auditor selection committee considered the proposals on August 30, 2022. The cover memorandum for that item is attached for your ready reference. The audit selection committee reviewed the submittals and unanimously directed staff to negotiate a contract with Caballero Fierman Llerena Garcia, LLP, for Council consideration at an upcoming meeting. Of particular concern for the Council was that if, as currently anticipated, the required auditing relating to the receipt of ARPA Coronavirus State and Local fiscal Recovery Funds (SLFRF) can be done through the Treasury’s Alternative Compliance Examination Engagement guidance and a Single Audit is not required, there will be no additional fee for the alternative examination engagement. The auditor has agreed to that condition, and it is reflected in Exhibit “A” to the Agreement. The fees for the audit services in the agreement are consistent with the fees found in the firm’s response to the proposal, as they would not agree to any reduction in the amount proposed.

**Recommendation:**

Move that Town Council adopt **Resolution No. 2022-71** approving the Agreement for Professional Services with Caballero Fierman Llerena Garcia, LLP for Annual Audit Services for Fiscal Years 2022 through 2024.

**RESOLUTION NO. 2022-71**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CABALLERO FIERMAN LLERENA GARCIA, LLP FOR ANNUAL AUDIT SERVICES FISCAL YEARS 2022 THROUGH 2024; 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**, in accordance with Section 218.391, Florida Statutes, the Town of Loxahatchee Groves, Florida ("Town") issued Request for Proposals No. 2022-01 for "Annual Audit Services Fiscal Years 2022 through 2024" ("RFP"); and

**WHEREAS**, Caballero Fierman Llerena Garcia, LLP, a Florida limited liability partnership ("Consultant") submitted its "Proposal for Annual Audit Services" ("Proposal") in response to the RFP; and

**WHEREAS**, the Town Council has determined that entering into a professional services agreement with the Consultant for annual audit services is in the best interest of the citizens of the Town.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the Professional Services Agreement for Annual Audit Services with Caballero Fierman Llerena Garcia, LLP. The mayor is authorized to execute any and all documents necessary to implement

the intent of this Resolution, 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"/>
MARGARET 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 Margaret Herzog

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Office of the Town Attorney

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Council Member Marianne Miles

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Council Member Phillis Maniglia

## **AGREEMENT FOR PROFESSIONAL SERVICES [AUDITOR SERVICES]**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town") and Caballero Fierman Llerena Garcia, LLP, a Florida limited liability partnership ("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, in accordance with Section 218.391, Florida Statutes, the Town issued Request for Proposals No. 2022-01 for "Annual Audit Services Fiscal Years 2022 through 2024" (the "RFP"), and the Consultant submitted its "Proposal for Annual Audit Services" (the "Proposal") in response to the RFP; and

WHEREAS, the Town desires to engage the Consultant to perform certain professional services as described in the RFP (which is incorporated herein by this reference as if set forth in full) and the Proposal (which is incorporated herein by this reference as if set forth in full) in accordance with this Agreement for Professional Services (the "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 auditing and related services to the Town as directed by the Town Manager or designee. The general scope of the Consultant's services is to provide financial auditing services for the Town for the three (3) fiscal years ending September 30, 2022, September 30, 2023, and September 30, 2024, as more specifically described in the Consultant's Engagement Letter, dated September 14, 2022 (attached hereto as **Exhibit A** and incorporated herein) (the "Engagement Letter"), the RFP and the Proposal. If an error or omission by the Consultant or its employees or subcontractors is discovered, then, in the Town's sole discretion, the Consultant shall correct such error or omission or re-perform the services provided in error at no additional cost to the Town.

**SECTION 3: TERM, TIME AND TERMINATION.**

a. *Term.* The term of this Agreement shall commence on the date last executed by a party below (as entered above) and shall include, unless terminated earlier, the fiscal years beginning with the fiscal year ending September 30, 2022 and ending with fiscal year ending September 30, 2024. The Town reserves the right to renew the services of the Consultant for two (2) additional one (1) year renewals by written agreement signed by both parties.

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 written 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.* The Town may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination. The Consultant may terminate this Agreement at any time with or without cause by giving not less than one hundred twenty (120) 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 twenty (20) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within twenty (20) days, then the party not in breach may terminate this Agreement at the end of the twenty (20) day period by written notice.

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 4: COMPENSATION.**

a. *Payments.* The Town agrees to compensate the Consultant during the Term of this Agreement in accordance with the Consultant's Engagement Letter and the Consultant's "Cost Proposal and Fee Schedule" (a/k/a Exhibit C to the Proposal) (attached hereto as **Exhibit B** and incorporated herein). The Town shall pay the Consultant for services performed in accordance with this Agreement and all applicable laws. Consultant shall be liable for any excess services or costs not specifically stated in this Agreement or not otherwise approved in writing by the Town or its designee herein. The Town finds that the agreed-upon compensation herein is reasonable to satisfy the requirements of Section 218.39, Florida Statutes and the needs of the Town Council.

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 include sufficient detail for a pre and post audit thereof and to demonstrate compliance with the terms of the Agreement. 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. If the Town disputes any invoice or part of an invoice, the Town shall notify the Consultant of such dispute within fifteen (15) days of receipt of the invoice. The Town reserves the right to offset, reduce, or withhold payment to the Consultant until such dispute is resolved.

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 5: 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 6: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products of Consultant produced to or created for 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 7: INSURANCE.** The Consultant shall obtain and maintain in force at all times during the term of the Agreement insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance carriers must have an AM Best rating of at least A VII or better. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under the Agreement.

- A. *Professional Liability.* The Consultant shall maintain during the term of the Agreement, standard Professional Liability Insurance or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000.00 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000.00, the Town reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of the Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the Agreement, the Consultant shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
- B. *Commercial General Liability.* The Consultant shall maintain, during the life of the Agreement, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Consultant from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise



from any operations under the Agreement, whether such operations be by the Consultant or by anyone directly or indirectly employed by or contracting with the Consultant.

C. *Worker's Compensation.* The Consultant shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. *Business Automobile Liability.* The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the Consultant.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Consultant shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates" as an "Additional Insured".

The Consultant's insurance shall include a Waiver of Subrogation for each required policy and apply on a primary and non-contributory basis. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Consultant enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Agreement. It shall be the responsibility of the Consultant to ensure that all subcontractors comply with the same insurance requirements herein.

**SECTION 8: INDEMNIFICATION.** In consideration of the sum of Twenty-Five Dollars (\$25.00) and other good and valuable consideration, the sufficiency of which the Consultant hereby acknowledges, to the fullest extent permitted by law, the Consultant shall defend, indemnify and save harmless Town, and their respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement.

The parties recognize that the Consultant is an independent contractor. Subject to the provisions and limitations of Florida laws, the Consultant agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, contractors, subcontractors, employees, or anyone

else utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all 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.

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

Nothing contained in the foregoing indemnification or elsewhere in the Agreement documents 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.

Sums otherwise due to the Consultant under this Agreement may be retained by Town until all of Town's Claims for indemnification under this Agreement have been settled or otherwise resolved. Any amount withheld pursuant to this Section shall not be subject to payment of interest by Town.

The execution of this Agreement by the Consultant shall operate as an express acknowledgment that the indemnification obligation is part of the Agreement for the scope of services to be provided to the Town and the monetary limitation on indemnification in this section bears a reasonable commercial relationship to the Agreement. The indemnification obligations set forth herein shall survive the termination and/or expiration of this Agreement.

**SECTION 9: LIMITATION OF LIABILITY.** IN NO EVENT WILL THE TOWN 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.

**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 engaged in a boycott of Israel and is not on the Scrutinized Companies that Boycott Israel List. 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 (including any renewals) 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:

Caballero Fierman Llerena & Garcia, LLP  
Attn: Andrew Fierman, CPA Partner  
2255 Glades Road, Suite 324A  
Boca Raton, FL 33431

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 and executed by both parties.

**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, the Engagement Letter, the RFP and the Proposal. 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 the Agreement documents, the follow documents shall prevail in the following order: (1) this Agreement; (2) the Engagement Letter; (3) the RFP; and (4) the Proposal. 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: 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 35: 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 36: 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 37: 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 38: 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 Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
- d. Upon completion of this Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, 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.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS.]



IN WITNESS WHEREOF, the Town and Consultant have caused this Agreement for Professional Services to be executed the day and year shown above.

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

CONSULTANT:

Caballero Fierman Llerena & Garcia, LLP

By: \_\_\_\_\_  
Andrew Fierman, CPA Partner

STATE OF FLOIRDA)  
COUNTY OF \_\_\_\_\_)

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by ANDREW FIERMAN, as CPA PARTNER of CABALLERO FIERMAN LLERENA & GARCIA LLP, ☐ 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)

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



CABALLERO FIERMAN  
LLERENA + GARCIA LLP  
accountants | advisors

September 14, 2022

To Honorable Mayor, Town Council and Town Manager  
Town of Loxahatchee Groves, Florida  
155 F Road  
Loxahatchee Groves, Florida 33470

Re: Engagement letter with Caballero Fierman Llerena & Garcia, LLP ("We", "our" or "us")

We are pleased to confirm our understanding of the services we are to provide for the Town of Loxahatchee Groves, Florida (the Town) for the fiscal years ending September 30, 2022 through 2024 (with the Town's option to renew for two (2) additional one (1) year periods).

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the disclosures, which collectively comprise the basic financial statements, of the Town as of and for the fiscal years ending September 30, 2022 through 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Employer Contributions – Florida Retirement System Pension Plan
- 4) Schedule of the Proportionate Share of the Net Pension Liability – Florida Retirement System Pension Plan
- 5) Schedule of Employer Contributions – Florida Retirement System Health Insurance Subsidy Plan
- 6) Schedule of the Proportionate Share of the Net Pension Liability – Florida Retirement System Health Insurance Subsidy Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance (if applicable in any year)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.

#### **Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk or material misstatement as part of our audit planning:

- Management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, Rules of the Auditor General, require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the State Projects Compliance Supplement (collectively, "Compliance Supplements") for the types of

compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs and state projects that are included in the Compliance Supplements, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplements identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Employment Eligibility**

Effective January 1, 2021, Section 448.095, Florida Statutes, requires all contractors entering into a contract with the Town to register with the E-Verify system operated by the United States Department of Homeland Security to verify the employment eligibility of all of its newly hired employees. Accountant/auditor meets the definition of "Contractor" as defined in Section 448.095, Florida Statutes. Accountant/auditor verifies that it has registered with and uses the E-Verify system.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state financial assistance, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs and state projects; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan (if any).

You are responsible for identifying all federal awards and state projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and state financial assistance. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.



## **Our Working Papers**

The audit documentation for this engagement is the property of Caballero Fierman Llerena & Garcia, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulating authority or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Caballero Fierman Llerena & Garcia, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulating authority. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. By signing this engagement letter, you acknowledge and agree that upon the expiration of the five-year period, we are free to destroy these records.

We are required to undergo a “peer review” every three years. During the course of a peer review, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Therefore, the work we performed for you for this engagement may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should this engagement be selected for review.

## **Email and Other Electronic Communications**

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

In the interest of facilitating our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

To the extent you provide us, for any aspect of this engagement, with access to electronic data via a local or online database from which we will download your data or other information, you agree that the data and information is accurate as of the date and time you authorize it to be downloaded.



## Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Town throughout the performance of our services. Any discussions that you have with our personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform our engagement partner prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. If at any time, we believe that our independence has been or will be compromised, we may be required to modify, or recall and modify, our audit report to reflect our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management, or if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this letter may require. Notice of 120 days will be given. Our resignation and/or your termination of this engagement will release us from any obligation to complete our audit procedures and will constitute completion of our engagement.

## Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Andrew Fierman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them.

Our fee for these services will be \$37,200, \$39,000, and \$41,000 for the fiscal years ending September 30, 2022, 2023 and 2024, respectively (not including a Federal Single Audit or Florida Single Audit, see below if required). Our fees for the option years 2025 and 2026 will be \$42,700 and \$44,900, respectively. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our Firm policies, work may be suspended if your account is 30 days or more overdue and may not be resumed until your account is paid in full. Failure to pay any of the monthly invoices in full within thirty (30) days will result in the imposition of a finance charge of one and one-half percent (1-1/2 %) per month on the unpaid balance until paid in full.

If the Town is required to undergo a single audit in accordance with the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and the Florida Single Audit Act in any year, the additional fees for the Federal or Florida single audit will be \$6,000, \$6,500, and \$7,000 for the fiscal years ending September 30, 2022, 2023 and 2024, respectively. Our additional fees for the Federal or Florida single audit for the option years 2025 and 2026 will be \$7,500 and \$8,000, respectively. The additional fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If the Town is a recipient of and expends \$750,000 or more during the fiscal year ending September 30, 2022, on the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – Treasury Assistance Listing 21.027 and meets the criteria to follow the Alternative Compliance Examination Engagement guidance an addendum to this engagement letter will be provided and there will be no additional fee for the alternative examination engagement.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our audit is intended for the benefit of the Town. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

If you intend to publish or otherwise reproduce the financial statements together with our report (or otherwise make reference to our Firm) in a document that contains other information, you agree to provide us with a draft of the document to read and comment on before it is printed and distributed.

Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our auditors' report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.

With regard to the electronic dissemination of the audited financial statements, including financial statements published electronically on a website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Further, you hereby authorize Caballero Fierman Llerena & Garcia, LLP to electronically submit to your employees or to others as you may request or as may be necessary to perform our engagement, any financial statements, workpapers, and other information related to our services under this agreement. By your signature below, you acknowledge and agree to indemnify, defend, release, hold Caballero Fierman Llerena & Garcia, LLP and our personnel harmless from any damages, claims, liabilities, losses, and costs (including fees and costs of counsel and any expert each of our own choosing through all trial and appellate levels) whatsoever that might be caused by the electronic transmission or submission of this data.

As a result of the services we provide to you pursuant to this letter, and/or as a result of our prior or future services to the Town, we and/or our personnel may be required or requested to provide testimony, information or documents (pursuant to a subpoena, court order, or other legal process) to you or a third-party in connection with a legal, arbitration or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed part of this engagement and we shall be entitled to compensation for our time (at our then current hourly rates) and reimbursement for all of our out-of-pocket expenditures (including legal fees and costs of counsel of our own choosing through all trial and appellate levels) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

You acknowledge that we must have sufficient time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. Should we not receive such information and assistance from you with sufficient time to complete our engagement procedures, then you acknowledge that we can give no assurances that our engagement will be completed prior to the date it may be required.

In no event will either you or our firm be liable to the other for any special, indirect, incidental, or consequential damages in connection with or otherwise arising out of this engagement and engagement letter, even if advised of the possibility of such damages. In no event shall either you or our firm be liable for exemplary or punitive damages arising out of or related to this engagement and engagement letter.

You agree that you will not, directly or indirectly, agree to assign or transfer any claim against us or our personnel arising out of this engagement to anyone.

You may request that we perform additional permissible services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue under the same terms and conditions as those covered by this engagement letter.

## Reporting

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the Town Council of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail may be considered an original signature. Counterpart signatures are acceptable. By acknowledging acceptance of the terms of this engagement, each of the person(s) who has executed this engagement letter, below, represents and warrants that each such person has the authority from the Town to employ us on the terms and conditions set forth herein.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

**This engagement letter is renewable at the option of the Town.**

Very truly yours,

Andrew Fierman, CPA  
Partner  
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Town.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**  
**COST PROPOSAL AND FEE SCHEDULE**

Provide a total all-inclusive maximum price for the provision of the Scope of Services to the Town for each year of the initial contract period shown below. Additionally, the firm may wish to also include the all-inclusive maximum price for each year in the first two-year renewal period.

	<b>Financial Statement Audit / CAFR</b>	<b>Single Audit (if required or requested)</b>
September 30, 2022,	\$ <u>\$37,200</u>	\$ <u>\$6,000</u>
September 30, 2023,	\$ <u>\$39,000</u>	\$ <u>\$6,500</u>
September 30, 2024,	\$ <u>\$41,000</u>	\$ <u>\$7,000</u>
September 30, 2025, (Renewal year)	\$ <u>\$42,700</u>	\$ <u>\$7,500</u>
September 30, 2026, (Renewal year)	\$ <u>\$44,900</u>	\$ <u>\$8,000</u>

*The above amounts include salary costs, fringe benefits, overhead, operating margin and profit, and all direct (such as but not limited to out-of-pocket, meals/lodging, transportation, etc.) and indirect expenses. The above amounts also include any reproduction costs as well as providing reports in an ADA compliant digital format*

**Components of Fee Structure**

<b>Position</b>	<b><u>Financial Audit/CAFR</u></b>		<b><u>Single Audit</u></b>	
	<b>Proposed # of Hours</b>	<b>% Time on Engagement</b>	<b>Proposed # of Hours</b>	<b>% Time on Engagement</b>
Partner	25	9%	8	10%
Manager	30	11%	10	13%
Supervisor Staff	140	50%	37	49%
Staff	80	29%	20	26%
Other (Specify nature, basis & amount)	0	0%	0	0%

**Additional Services (If required)**

<b>Position</b>	<b>Hourly Rates</b>
Partner	\$350
Manager	\$220
Supervisor Staff	\$180
Staff	\$100
Other	\$50

*The hourly rates above shall apply to all services provided under the initial three-year term of the contract.*

**Additional Services (If required, renewal years)**

<b>Position</b>	<b>Hourly Rates</b>
Partner	\$350
Manager	\$220
Supervisor Staff	\$180
Staff	\$100
Other	\$50

*The hourly rates above shall apply to all services provided under the renewal years term of the contract.*

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 5**

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Larry Peters, Public Works Director**  
**VIA: Francine Ramaglia, Town Manager**  
**DATE: October 4, 2022**  
**SUBJECT: Discussion of temporary Overtime Work for Loxahatchee Storage (14711 Southern Blvd.)**

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**Background:**

Brickell Group Construction, LLC on behalf of Loxahatchee Storage located at 14711 Southern Blvd. Loxahatchee Groves, FL 33470 requests permission from Town Council for temporary overtime work on the following dates:

- Week of October 17th: Monday 10/17 and Thursday 10/20
- Week of October 24th: Tuesday 10/25 and Thursday 10/27
- Week of November 21st: Monday 11/21 and Wednesday 11/23
- Week of November 28th: Monday 11/28

Brickell Group Construction, LLC would like to conduct construction activities (concrete pours) in the above listed property during the 2:00 a.m. to 7:00 a.m. on the dates listed above. (Please note that these dates can be moved a day or two upon weather delays and/or concrete supply delays). For each overtime work, Brickell Group Construction, LLC will submit a 72-hour overtime work notice to the Building Department and direct neighbors of the property located on 14711 Southern Blvd.

**Recommendation:**

Discuss the authorizing of temporary work hours for Loxahatchee Storage (14711 Southern Blvd.)





Brickell Group Construction  
911 NE 79<sup>th</sup> St  
Miami, FL, 33138  
Tel. (786)708-8024

September 26th, 2022

**ATTENTION:** City of Loxahatchee Groves – Town Manager and City Council

**REFERENCE:** LOXAHATAHCEE STORAGE (14711 SOUTHERN BLVD)  
PERMIT # 22346899-0  
CONSTRUCTION OVERTIME REQUEST

This letter serves as request for temporary overtime work on the following dates:

- **Week of October 17<sup>th</sup>:** Monday 10/17 and Thursday 10/20
- **Week of October 24<sup>th</sup>:** Tuesday 10/25 and Thursday 10/27
- **Week of November 21<sup>st</sup>:** Monday 11/21 and Wednesday 11/23
- **Week of November 28<sup>th</sup>:** Monday 11/28

Brickell Group Construction, LLC will be conducting construction activities (concrete pours) in the property located on 14711 Southern Blvd during **2:00AM to 7:00 AM on the dates listed above.** (Please note that these dates can be moved a day or two upon weather delays and/or concrete supply delays).

For each overtime work, Brickell Group Construction, LLC will submit a 72 hour overtime work notice to the Building Department and direct neighbors of the property located on 14711 Southern Blvd.

Thank you for your patience and understanding regarding this temporary overtime request.

If there are any questions or concerns - on the day of the overtime work - please contact Michael Termini – Superintendent at (954) 805 – 9197.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Izquierdo'. To the right of the signature, the date '09/26/2022' is handwritten in blue ink.

Carlos Izquierdo – Project Manager  
Mobile: (786) 405-3636  
Email: [cizquierdo@brickellgc.com](mailto:cizquierdo@brickellgc.com)





155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 6**

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine Ramaglia, Town Manager**

**DATE: October 4, 2022**

**SUBJECT: Presentation and discussion of designation of Rural Community.**

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A presentation will be done by Chandler Williamson to Town Council on the designation of Rural Community.

**Recommendation:**

Discuss the designation of Rural Community.

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 7**

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine Ramaglia, Town Manager**

**SUBJECT: Consideration of Palm Beach County 5 Year Roadway Program Update**

---

**Background:**

Palm Beach County's engineering and Public Works Department is preparing its annual update of the Five-Year Road Program and is seeking input from the Town with respect to roads and intersections within our municipal limits.

**Recommendation:**

Direct staff to share Council input with County Engineer.

PALM BEACH COUNTY FIVE-YEAR ROAD PROGRAM - EXHIBIT A

Mid-Year Adjustment - Adopted - July 12, 2022

	FY 2022 BUDGETED	FY 2022 PROJECTED	FY 2023 PROJECTED	FY 2024 PROJECTED	FY 2025 PROJECTED	FY 2026 PROJECTED	TOTAL PROJECTED
Local Option Gas Taxes Total	48,289,000	52,685,000	53,740,000	53,740,000	54,133,000	54,820,000	269,118,000
LESS Mass Transit (Palm Tran) Share	(32,516,000)	(33,760,000)	(34,040,000)	(34,040,000)	(34,182,000)	(34,470,000)	-170,492,000
LESS Engineering Operating	(6,047,000)	(8,296,000)	(8,858,000)	(8,858,000)	(9,001,000)	(9,181,000)	-44,194,000
REMAINING ROAD PROGRAM ALLOCATION	9,726,000	10,629,000	10,842,000	10,842,000	10,950,000	11,169,000	54,432,000
LESS 5% STATUTORY RESERVES	(486,300)	0	(542,100)	(542,100)	(547,500)	(558,450)	-2,190,150
OCEAN AVENUE LOAN REPAYMENT	(1,041,037)	(1,041,037)	(1,035,387)	(1,031,692)	(1,024,981)	(1,024,981)	-5,158,078
<b>GAS TAX AVAILABLE FOR NEW ALLOCATIONS</b>	<b>8,198,663</b>	<b>9,587,963</b>	<b>9,264,513</b>	<b>9,268,208</b>	<b>9,377,519</b>	<b>9,585,569</b>	<b>47,083,772</b>
INTEREST EARNINGS	289,987	192,880	293,645	137,682	116,775	95,856	836,838
MISCELLANEOUS	8,409,000	11,350,000 A	1,409,100 B	0	4,598,000 D	0	17,357,100
IMPACT FEES USED FOR PROJECTS	48,842,000	29,595,000	37,671,000	16,826,000	8,334,000	450,000	92,876,000
PROPORTIONATE SHARE USED FOR PROJECTS	8,076,525	8,086,017	6,560,804	10,866,630	692,000	0	26,205,451
GAS TAX RESERVE USED FOR PROJECTS	20,800,000	9,700,000	20,100,000	4,500,000	2,300,000	0	36,600,000
TOTAL CURRENT REVENUES	94,616,175	68,511,860	75,299,062	41,598,520	25,418,294	10,131,425	220,959,161
BALANCES FORWARD	89,171	89,171	36,031	25,093	53,613	1,907	89,171
TOTAL REVENUES	94,705,346	68,601,031	75,335,093	41,623,613	25,471,907	10,133,332	221,048,332
PROJECT COSTS AS PROPOSED	94,613,000	68,565,000	75,310,000	41,570,000	25,470,000	9,520,000	220,435,000
REVENUES LESS PROJECT COSTS	92,346	36,031	25,093	53,613	1,907	613,332	613,332

General note on interest projections:

Interest earnings on gas taxes are shown on this sheet.

Interest earnings on impact fees remain within each impact fee area and are not shown above.

See Footnotes A, B, and D on page 2 of 5

\*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

Footnotes:

- A

Lyons Rd./Sansbury's Way, Forest Hill Blvd. to Okeechobee Blvd (Buffered Bike Lanes). This project was approved under TPA 2018 Local Initiative and based on the submitted estimates, Palm Beach County funded design of \$1,150,000 in FY 2020 and will fund \$1,354,360 for Construction in FY 2022, FDOT will fund **\$4,215,640** (Total Construction Cost \$5,570,000).

Includes Infrastructure Sales Tax of **\$2,700,000** in FY 2022 for CR880 over C-51 Bridge construction.

Includes Infrastructure Sales Tax of **\$700,000** in FY 2022 for Florida Mango Rd. over LWDD L-9 Canal Bridge Construction.

Includes Infrastructure Sales Tax of **\$2,000,000** in FY 2022 for Australian Ave., Banyan Blvd. to 45th St.

Includes Developer payment of **\$1,733,648** in FY 2022 for Flavor Pict Rd. SR-7 to Lyons Rd.
- B

Includes Infrastructure Sales Tax of **\$450,000** in FY 2023 for CR 880, Sam Senter Rd. over SFWMD Ocean Canal. Infrastructure Sales Tax includes **\$300,000** in FY 2023 for Cresthaven Blvd., Jog Rd.to Military Tr. (Buffered Bike Lanes). Anticipates reimbursement of **\$659,100** from Lake Clarke Shores FY 2024 for utility work.
- D

Funding for Cresthaven Blvd. Jog Rd. Military Tr. (Buffered Bike Lanes) was approved by the TPA 2020 Local Initiative Program, based on the submitted estimates. Palm Beach County will have to fund design & CEI of **\$758,510**. FDOT/TPA 2020 Local Initiative Program will fund construction of **\$4,598,000** in FY 2025, (Total Construction Cost estimated at \$5,000,000).

\*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

Mid-Year Adjustment - Adopted - July 12, 2022

PROJECT	LIMITS	DESCRIPTION	FY 2022		FY 2023		FY 2024		FY 2025		FY 2026	
			Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase
6th Ave. S.	over Lake Osborne Dr.	Bridge Replacement	680 C									
10th Ave. N.	Boutwell Rd.	Intersection Improvements			2,000 R/C							
45th St.	E. of Haverhill Rd. to E. of Military Trail	0.6 mi., 6 L	2,460 C									
60th St. N.	Seminole Pratt Whitney Rd. to 140th Ave. N.	2.7 mi., 4L									250 D	
60th St. N.	W. of 140th Ave. N. to Avocado Blvd.	0.8 mi., 3L	500 D/R/M									
60th St. N.	Avocado Blvd. to E. of 120th Ave. N.	1.6 mi. 3L	50 D			6,000 C						
Admin. Support/Equipment	Countywide	Staff support and Computer Equip. for Program	370 P		370 P		370 P		370 P		370 P	
	Countywide	Advertising	20 P		20 P		20 P		20 P		20 P	
Australian Ave.	Banyan Blvd. to 45th St.	Drainage Improvements & Multipurpose Path	3,200 D									
Benoist Farms Rd.	S.R. 80 to Belvedere Rd.	0.9 mi, 3 L	3,750 C									
Boca Rio Rd.	Palmetto Park Rd. to Glades Rd.	1.3 mi., 4/5 L			400 R							
Center Street	Loxahatchee River Rd. to Alt. A-1-A	1.7 mi., 3 L	600 D		1,000 D/R				2,000 C			
Central Blvd.	Indiantown Rd. to Church St.	0.5 mi, 3 L			700 D				300 R			
Church St.	Limestone Creek Rd. to W. of Central Blvd.	0.5 mi, 2 L	2,000 R/M/C		2,000 C							
Clint Moore Rd.	Military Tr.	Intersection Improvements			2,100 C							
Coconut Blvd.	S. of 78th Place North to S. of Northlake Blvd.	1.3 mi. 5 L					3,300 C					
Congress Ave.	N. of Northlake Blvd. to Alt. A-1-A	0.6 mi, 2 L & 3 L	6,000 R/C									
Congress Ave.	Palm Beach Lakes Blvd.	Intersection Improvements	2,000 C									
CR 880	Belle Glade to Twenty Mile Bend	Rehabilitation/Heavy Maintenance	100 C		1,000 C		1,000 C		1,000 C		1,000 C	
CR 880	Sam Senter Rd. over SEWMD Ocean Canal	Intersection Improvements & Bridge Replacement			4,000 C							
CR 880	over C-51 Canal	Bridge Replacement			4,500 C							
Cresthaven Blvd.	Jog Rd. to Military Tr.	Buffered Bike Lanes			760 D				5,000 C			
Donald Ross Rd.	Bascule Bridge	Equipment	8,000 C									
Donald Ross Rd.	Ellison Wilson Rd.	Intersection Improvements (add 2nd NBL)					700 C					
Donald Ross Rd.	U.S. 1	Intersection Improvements (add 3rd EBL & SBRTL)			400 D				500 R/M			
Flavor Pict Rd.	SR7 to Lyons Rd.	1.0 mi, 2 L	3200 C									
Flavor Pict Rd.	Lyons Rd. to Hagen Ranch Rd.	1.7 mi, 4 L			10 D		4,780 S/D/R					
Florida Mango Rd.	10th Ave. North to Edgewater Drive	0.9 mi, 3 L ( L.W.D.D. L-9 & L-10 Canals Bridge Replacements)			6,600 C							

\*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

Mid-Year Adjustment - Adopted - July 12, 2022

PROJECT	LIMITS	DESCRIPTION	FY 2022		FY 2023		FY 2024		FY 2025		FY 2026	
			Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase
Florida Mango Rd.	S. of Barbados Rd. to Myrica Rd.	0.7 mi, 3 L ( L.W.D.D. L-7 Canal Culvert Replacement)	50 D		2,000 C							
Florida Mango Rd.	Myrica Rd. to Summit Blvd.	0.5 mi, 3 L (L.W.D.D. L-6 Canal Bridge Replacement - Culvert)			2,300 R/C							
Forest Hill Blvd.	Military Tr.	Intersection Improvements	1,100 P									
George Bush Bascule Bridge	over Intracoastal	Study	1,000 S/D									
Glades Area	R&R Throughout the Glades	Repair/Reconstruction	700 C		700 C		700 C		700 C		700 C	
Gun Club Rd.	Forest Estates Drive to LWDD E-3 Canal	0.5 mi., 3 L	250 R		3,320 C							
Haverhill Rd.	Hypoluxo Rd. to Lantana Rd.	1.0 mi., 4 L					2,360 C					
Haverhill Rd.	S. of Cecelle Ave. to N. of Century Blvd.	Intersection Improvements, 0.2 mi., 4/6 L			1,200 C							
Jog Rd.	Glades Rd. to Yamato Rd.	1.2 mi., 6L	500 S									
Kirk Rd.	LWDD L-7 Canal to Summit Blvd.	0.5 mi, 3/5 L					1,900 C					
Kirk Rd.	Summit Blvd. to Gun Club Rd.	0.8 mi, 3/5 L			3,950 C							
Lawrence Rd.	S. of Ponza Place to Lantana Road	0.8 mi, 3 L	6,000 C									
Linton Blvd.	Military Tr.	Intersection Improvements	600 C									
Lyons Rd.	Atlantic Ave. to S. of Flavor Plct Rd.	2.4 mi, 4 L			500 R/M				6,000 C			
Lyons Rd.	S. of Flavor Plct Rd. to Boynton Beach Blvd.	3.0 mi, 4 L			12,000 C							
Lyons Rd.	S. of L.W.D.D. L-11 Canal to N. of L.W.D.D. L-10 Canal	0.6 mi, 3 L									100 P	
Lyons Rd./Sansbury's Way	Forest Hill Blvd. to Okeechobee Blvd.	Buffered Bike Lanes	6,060 C									
Melaleuca Lane	Jog Rd.	Intersection Improvements			2,300 C							
Miner Rd.	Military Trail to Lawrence Rd.	0.6 mi, 3 L	500 R/M				3,800 C					
Northlake Blvd. TIM Amendment Study	Bay Hill Dr. to S.R. 7 & Beeline Hwy to Military Tr.	Corridor Impact Study	400 S									
Okeechobee Blvd.	Jog Road	Intersection Improvements			1,370 C							
Okeechobee Blvd.	Haverhill Rd.	Intersection Improvements	1,030 C									
Old Dixie Hwy.	Yamato Rd. to S. of Linton Blvd.	3.0 mi, 3 L					3,000 C					
Palmetto Park Rd.	Lyons Rd.	Intersection Improvements			900 C							
Palmetto Park Rd.	E. of Military Trail to I-95	Intersection Improvements	250 D									
Palmetto Park Rd. Bascule Bridge	over Intracoastal Waterway	Rehab/Painting	50 C									
Recording Fees	Countywide	Right-of-Way	20 R		20 R		20 R		20 R		20 R	

\*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

Mid-Year Adjustment - Adopted - July 12, 2022

PROJECT	LIMITS	DESCRIPTION	FY 2022		FY 2023		FY 2024		FY 2025		FY 2026	
			Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase
Reserve-Bridges/Structures/Culverts/Pipes	Countywide	Rehab./Repair/Replacement	1,250	D/R/M/C	1,700	D/R/M/C	1,500	D/R/M/C	1,500	D/R/M/C	500	D/R/M/C
Reserve-Drainage	Countywide	Study, Design, R/W, Mitigation & Construction	1,000	S/D/R/M/C	900	S/D/R/M/C	500	S/D/R/M/C	500	S/D/R/M/C	500	S/D/R/M/C
Reserve-Intersections	Countywide	Design, R/W, Mitigation & Construction	2,155	D/R/M/C	10,520	D/R/M/C	4,460	D/R/M/C	1,800	D/R/M/C	200	D/R/M/C
Reserve-Pavement Markings	Countywide	Pavement Markings	400	D/R/C	400	D/R/C	400	D/R/C	400	D/R/C	400	D/R/C
Reserve-Study/Plans/Align.	Countywide	Study, Design & Mitigation	600	S/D/M	300	S/D/M	300	S/D/M	300	S/D/M	300	S/D/M
Reserve-Railroad Crossings	Countywide	Rehabilitation/Upgrade	600	D/C/P	600	D/C/P	600	D/C/P	600	D/C/P	600	D/C/P
Reserve-Resurfacing	Countywide	Resurfacing	2,000	D/R/C	2,000	D/R/C	2,000	D/R/C	2,000	D/R/C	2,000	D/R/C
Reserve-R/W	Countywide	Land Acquisition	300	R	300	R	300	R	300	R	300	R
Reserve-Traffic Calming	Countywide	Minor Improvements	100	D/C	60	D/C	60	D/C	60	D/C	60	D/C
Reserve-Traffic Signals	Countywide	Rehabilitation/Upgrade	600	D/C	600	D/C	600	D/C	600	D/C	600	D/C
Roebuck Rd.	S.R. 7 to Jog Rd.	3.0 mi, 4 L									100	D/M
Royal Palm Beach Blvd.	N. of Persimmon Blvd. to N. of M Canal	1.1 mi, 5 L	500	R								
Royal Palm Beach Blvd.	M Canal to S. of Orange Blvd.	1.0 mi, 5 L	1,500	R/C								
Royal Palm Beach Blvd. / Orange Blvd. / Coconut Blvd.	S. of Orange Blvd. to S. of 78th Place North	1.6 mi, 5 L	400	R								
Sidewalk Program	Countywide	Sidewalks	1,500	D/R/C	1,500	D/R/C	1,500	D/R/C	1,500	D/R/C	1,500	D/R/C
Sims Rd.	Lakes of Delray Blvd. to Atlantic Ave.	0.6 mi, 2 L			10	R/M						
State Road 7	Weisman Way	Intersection Improvements	120	C								
S.W. 18th Street	Boca Rio Rd.	Intersection Improvements	1,900	C								
Woolbright Rd.	Seacrest Blvd.	Intersection Improvements	500	R			1,400	C				
Yamato Rd.	Lakeridge Blvd. to W. of FL Turnpike	1.4 mi, 6 L	1,700	C								

PROJECT TOTALS

68,565

75,310

41,570

25,470

9,520

\*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment





**Department of Engineering  
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

September 20, 2022

Town of Loxahatchee Groves  
ATTN: Mayor Robert Shorr  
rshorr@loxahatcheegrovesfl.gov

**RE: Palm Beach County's Five-Year Road Program – Annual  
Update**

Dear Mayor Shorr,

Palm Beach County's Engineering and Public Works Department is preparing its Annual Update of the Five-Year Road Program. We are seeking input on County roads and intersections within your municipal limits.

To allow the Department time to assess your concerns, please provide any input that you wish to share in writing, on or before **October 14, 2022** by **replying to all** in this email.

Sincerely,

*David L. Ricks*

David L. Ricks, P.E.  
County Engineer

cc: Patrick Rutter, Assistant County Administrator  
Joanne M. Keller, P.E., Deputy County Engineer  
Steve Carrier, P.E., Assistant County Engineer  
Morton L. Rose, P.E., Director Roadway Production Division  
Motasem Al-Turk, P.E., Director, Traffic Division  
Kathleen O. Farrell, P.E., Asst. Director, Roadway Production Division

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 8**

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Larry Peters, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** October 4, 2022

**SUBJECT:** Consideration of *Ordinance No. 2022-01* adopting the annual update to the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes.

---

**Background:**

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvements Element to update the Five-Year Capital Improvements Plan (CIP) for Level of Service (LOS) projects. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff has conducted the review and is proposing to update the Capital Improvements Element with the projects as shown in Exhibit A of Ordinance No. 2022-01.

**Recommendation:**

Motion to approve Ordinance 2022-01 Updating the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes on first reading.

## **ORDINANCE NO. 2022-01**

### **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant Section 163.3177(3)(b), Florida Statutes, is required to review the Capital Improvements Element of the Town’s Comprehensive Plan and update the 5-year capital improvement schedule annually; and

**WHEREAS**, pursuant Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be adopted by ordinance and need not be an amendment to the Comprehensive Plan; and

**WHEREAS**, the Town Council has reviewed the Capital Improvements Element of the Town’s Comprehensive Plan and has projected the 5-year capital improvement schedule for the years 2023-2027 to be financially feasible.

**NOW, THEREFORE, BE IT ORDAINED 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 incorporated herein by this reference.

**Section 2.** The Town of Loxahatchee Groves hereby adopts the 2023-2027 Capital Improvement Schedule as the 2023 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

**Section 3. Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

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

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

	<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"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

	<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"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Robert Shorr

Ordinance No. 2022-01

Lakisha Q. Burch, Town Clerk

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Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

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Council Member Margaret Herzog

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Office of the Town Attorney

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Council Member Phillis Maniglia

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Council Member Marianne Miles

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

**CAPITAL PROJECTS WORKSHEET**

			<b>Annual Cost</b> <i>(one-time projects)</i>	<b>Total Cost</b> <i>(multiple year projects )</i>	<b>Estimated Timeframe</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Road Paving Plan (overlay program)</b>									
A South	1.25 miles	\$	250,000		2024		\$ 250,000		
B North	0.5 miles	\$	95,000		2024		\$ 95,000		
E North to SN	1 miles	\$	188,000		2023	\$ 188,000			
E S Okee to CC	1.25 miles	\$	250,000		2023	\$ 250,000			
E S to Southern	0.4 miles	\$	80,000		2024		\$ 80,000		
N North	2 miles	\$	319,000		2024		\$ 319,000		
West G	0.5 miles				2023	\$ 100,000			
W 25th St N	0.25 miles				2023	\$ 50,000			
Folsom	0.3 miles	\$	60,000		2023	\$ 60,000			
6th Ct	0.75 miles								
Tangerine	0.5 miles	\$	100,000		2024		\$ 100,000		
E Citrus	0.5 miles	\$	100,000		2024		\$ 100,000		
147th					2024				
160th Ave N	0.4 miles				2023	\$ 80,000			
161st Ter N	2 miles								
Collect Canal	3.25 miles	\$	650,000		2023-2024	\$ 650,000	\$ 100,000		
Casey Rd	0.75 miles	\$	150,000		2025			\$ 150,000	
Compton	0.75 miles	\$	150,000		2025			\$ 150,000	
Bryan	0.75 miles	\$	150,000		2025			\$ 150,000	
Marcella	0.75 miles	\$	150,000		2025			\$ 150,000	
Gruber	0.5 miles	\$	100,000		2025			\$ 100,000	
		\$	2,792,000			\$ 1,378,000	\$ 1,044,000	\$ 700,000	
<b>Road Rock Plan (rebuilding of road beds)</b>									
South 'E' and Citrus		\$	112,800		2024		\$ 112,000		
A South	1.25 miles	\$	80,000		2024		\$ 80,000		
B North	0.5 miles	\$	40,000		2024		\$ 40,000		
E SN to NN	1 miles	\$	65,000		2023	\$ 50,000			
E S to Southern	0.4 miles	\$	40,000		2024		\$ 40,000		
N North	2 miles	\$	160,000		2025			\$ 160,000	
S North	.15 miles								
West G	0.5 miles	\$	40,000		2023	\$ 5,000			
W 25th St N	0.25 miles	\$	20,000		2023	\$ 5,000			
Folsum	0.3 miles	\$	30,000		2025			\$ 30,000	
6th Ct	0.75 miles	\$	158,400		2024		\$ 158,400		
Tangerine	0.5 miles	\$	65,000		2024		\$ 65,000		
E Citrus	0.5 miles	\$	45,000		2024		\$ 45,000		
147th	0.125 miles	\$	10,000		2024		\$ 10,000		





### Other Capital Funds Available:

General Fund	\$ 247,000
Gas Tax Funds	\$ 126,900
Surtax Funds	\$ 266,200
	<u>\$ 640,100</u>
	<u><u>\$ 2,178,100</u></u>

**Recommended Use of Capital Funds in 2023:**

Road Paving Plan ( <i>overlay program</i> )	\$ 1,378,000
Road Rock Plan ( <i>rebuilding of road beds</i> )	\$ 120,000
Required Drainage repairs & maintenance	\$ 35,000
Specific Culvert Locations	\$ 603,000
Canal Restoration ( <i>plan/study</i> )	\$ 50,000
Available/find	\$ (7,900)
	<u>\$ 2,178,100</u>



155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 9**

**TO:** Town Council of the Town of Loxahatchee Groves

**FROM:** Elizabeth V. Lenihan, Town Attorney

**VIA:** Francine Ramaglia, Town Manager

**DATE:** October 4, 2022

**SUBJECT:** Consideration of *Ordinance No. 2022-02* referendum to amend paragraph (12) of section 5 “Legislative” of the Charter to provide for signature authority by the mayor.

---

It has been recommended that the Town Charter be amended to provide for signature on ordinances and resolutions be completed by the mayor instead of all council members. This change is legally sufficient and would create efficiencies in finalization of these important Town documents.

**LEGAL SUFFICIENCY REVIEW:**

This is a legislative matter. Legislative decisions are those in which the local government formulates policy rather than applying specific rules to a particular situation. A local government’s approval or denial of an issue in its legislative capacity is typically subject to a fairly debatable standard of review. Fairly debatable means that the government’s action must be upheld if reasonable minds could differ as to the propriety of the decision reached. Decisions subject to the fairly debatable standard of review need only be rationally related to a legitimate public purpose, such as the health, safety, and welfare of the public, to be valid. Given this broad discretion, only decisions that arbitrary and capricious or illegal are subject to serious legal challenge.

**RECOMMENDATION**

Move that Town Council approve *Ordinance 2022-02* regarding referendum to amend signature requirements in the Town Charter on first reading.

**ORDINANCE NO. 2022-02**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 14, 2023, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (12) OF SECTION 5 “LEGISLATIVE” OF THE CHARTER TO PROVIDE FOR SIGNATURE AUTHORITY BY THE MAYOR; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

**WHEREAS**, Section 2 of the Town Charter provides that the Mayor shall be recognized as the head of town government for signature or execution of documents, that in the absence of the mayor the vice mayor shall serve as acting mayor; and

**WHEREAS**, Paragraph (12) of Section 5 of the Town Charter provides that all council members must sign ordinances and resolutions; and

**WHEREAS**, to streamline the execution of ordinances and resolutions and to establish consistency with Section 2 of the Charter, the Town Council finds that Paragraph (12) of Section 5 should be amended to require only the Mayor to sign all ordinances and resolutions; and

**WHEREAS**, the Town Council has determined that a provision of the Town Charter should be amended; and

**WHEREAS**, the Town Council has further determined that the Town of Loxahatchee Groves electors should determine whether the Town Charter should be amended as provided in this Ordinance; and

**WHEREAS**, it is necessary and essential to call and hold a referendum submitting the issue of whether the Town of Loxahatchee Groves Charter shall be amended as provided in this Ordinance.

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

**Section 1.** The foregoing recitals are hereby fully incorporated herein by reference as true and correct and as the legislative findings of the Town Council.

**Section 2:** That a referendum is hereby ordered to be held in the Town on the 14<sup>TH</sup> day of March 2023, to determine whether or not the Town of Loxahatchee Groves Charter shall be amended to amend Paragraph (12) of Section 5. – Legislative to read as follows:

(12) *Recordkeeping*. The council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings and all ordinances and resolutions adopted by the council, and the same shall at all times be a public record. The council shall further maintain a current codification of all ordinances. Such codification shall be printed and shall be made available for distribution to the public on a continuing basis. All ordinances or resolutions of the council shall be signed by ~~all council members~~ the mayor and attested to by the town clerk.

**Section 3:** The ballot title and summary for the Charter amendment provided for herein shall be as follows:

#### EXECUTION OF DOCUMENTS APPROVED BY TOWN COUNCIL

The present Charter provides all council members must sign ordinances and resolutions approved by Town Council. Should the Charter be amended to provide that signature by the mayor only is sufficient on ordinances and resolutions that have been approved by Town Council?

Yes [ ]

No [ ]

**Section 4. Notice and Advertising.** The Town Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation in the Town. The Town Clerk shall secure from the publisher of the newspaper an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and that these affidavits shall be part of the record of the Town Council.

**Section 5. Canvassing.** The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the Town Council and recorded in the minutes of the Town Council.

**Section 6. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the amendment set forth in Section 2 of this Ordinance shall become and be made part of the Charter of the Town of Loxahatchee Groves, Florida.

**Section 9. Effective Date.** This Ordinance shall be effective immediately upon adoption at second reading. The amendment of the Charter as set forth in Section 2 of this Ordinance shall be effective upon approval by the electorate of the Town at the election on \_\_\_\_\_, 202\_\_.

Council Member \_\_\_\_\_ offered the foregoing ordinance. Council Member \_\_\_\_\_seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_DAY OF \_\_\_\_, 2022.**

	<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"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

	<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"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Lakisha Q. Burch, Town Clerk

\_\_\_\_\_  
Mayor Robert Shorr

\_\_\_\_\_  
Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member Margaret Herzog

\_\_\_\_\_  
Council Member Phillis Maniglia

\_\_\_\_\_  
Council Member Marianne Miles

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 10**

**TO: Town Council of the Town of Loxahatchee Groves**

**FROM: Francine L. Ramaglia, Town Manager**

**DATE: October 4, 2022**

**SUBJECT: Consideration of *Ordinance No. 2022-03* referendum to amend paragraph (6) “Budget and Appropriations” of the Charter to provide for a change in the repayment term for certain types of borrowing from a repayment term of thirty-six (36) months to a repayment term that is consistent with the life cycle of the project or asset.**

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The Town Charter currently provides a limitation on the repayment term for certain types of borrowing. The maximum repayment term of thirty-six (36) months applies to the issuance of revenue bonds, lease-purchase contracts, and any other unfunded multiyear contracts for the purchase of real property or the construction of any capital improvement. Such borrowing in excess of the thirty-six (36) months must be specifically put before the electors of the Town for referendum vote.

The proposed revision to the Town Charter is to amend the repayment term from thirty-six (36) months to the life cycle of the project or asset. Life cycles are well established by industry standards based on specifics including types of infrastructure and categories of assets. Repayment terms for borrowing are further limited by lending institutions. The proposed change will not impact requirements in Florida Statutes or by state or federal agencies that require a public process for assessment debt or a referendum for General Obligation borrowing.

As the Charter is an aspirational document, there are a series of other tools for limiting the Town's debt including the capital and infrastructure element of the comprehensive plan as well as by setting more specific limits and types of allowable debt in the Town's fiscal policies.

While the original language was intended to provide for fiscal responsibility, the unintended consequence of this language is to diminish the Town's ability to build an appropriate financial framework.

**LEGAL SUFFICIENCY REVIEW:**

This is a legislative matter. Legislative decisions are those in which the local government formulates policy rather than applying specific rules to a particular situation. A local government's



155 F Road Loxahatchee Groves, FL 33470

approval or denial of an issue in its legislative capacity is typically subject to a fairly debatable standard of review. Fairly debatable means that the government's action must be upheld if reasonable minds could differ as to the propriety of the decision reached. Decisions subject to the fairly debatable standard of review need only be rationally related to a legitimate public purpose, such as the health, safety, and welfare of the public, to be valid. Given this broad discretion, only decisions that arbitrary and capricious or illegal are subject to serious legal challenge.

### **RECOMMENDATION**

Move that Town Council approve ***Ordinance 2022-03*** regarding referendum to amend financing restrictions in the Town Charter on first reading.

**ORDINANCE NO. 2022-03**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 14, 2023, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (6) OF SECTION 6 “BUDGET AND APPROPRIATIONS” OF THE CHARTER TO PROVIDE FOR A CHANGE IN THE REPAYMENT TERM FOR CERTAIN TYPES OF BORROWING FROM A REPAYMENT TERM OF THIRTY SIX (36) MONTHS TO A REPAYMENT TERM THAT IS CONSISTENT WITH THE LIFE-CYCLE OF THE PROJECT OR ASSET; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

**WHEREAS**, Paragraph (6) of Section 6 of the Town Charter provides that approval by referendum is required for certain borrowing where repayment is in excess of thirty six (36) months; and

**WHEREAS**, amending paragraph (6) of Section 6 of the Town Charter to change the requirement for approval of debt by referendum from a repayment in excess of thirty-six (36) months to a repayment that is consistent with the life-cycle of the project or asset will enable the Town Council to authorize borrowing where the repayment terms do not exceed the life-cycle of

the project or asset without a referendum; provided that this change would not affect any referendum required by state law or state or federal agencies; and

**WHEREAS**, the life-cycle of a project or asset is identified using industry standards and is utilized by the lending institution in determining the longevity of debt service available to fund that project or asset; and

**WHEREAS**, the Town Council has determined that a provision of the Town Charter should be amended; and

**WHEREAS**, the Town Council has further determined that the Town of Loxahatchee Groves electors should determine whether the Town Charter should be amended as provided in this Ordinance; and

**WHEREAS**, it is necessary and essential to call and hold a referendum submitting the issue of whether the Town of Loxahatchee Groves Charter shall be amended as provided in this Ordinance.

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

**Section 1.** The foregoing recitals are hereby fully incorporated herein by reference as true and correct and as the legislative findings of the Town Council.

**Section 2:** That a referendum is hereby ordered to be held in the Town on the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, to determine whether or not the Town of Loxahatchee Groves Charter shall be amended to amend Paragraph (6) of Section 6. – Budget and appropriations to read as follows:

(6) *Revenue bonds; lease-purchase contracts.* Unless authorized by the electors of the town at a duly held referendum election, the council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease-purchase contracts or any other unfunded multiyear contracts for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of the life-cycle of the project or asset ~~36 months~~, unless mandated by state or federal governing agencies.

**Section 3:** The ballot title and summary for the Charter amendment provided for herein shall be as follows:

AMENDING REFERENDUM REQUIREMENT FOR THE TOWN'S  
ISSUANCE OF CERTAIN TYPES OF DEBT

The Charter requires referendum approval for revenue bonds, lease purchase contracts, or any other unfunded multiyear contracts to purchase real property or construct capital improvements where the repayment term exceeds 36 months. Should the Charter be amended to change the referendum requirement for such debt where the repayment term exceeds the life-cycle of the project or asset, provided that a referendum would still be required if required by law, or state or federal agencies?

Yes [ ]

No [ ]

**Section 4. Notice and Advertising.** The Town Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation in the Town. The Town Clerk shall secure from the publisher of the newspaper an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and that these affidavits shall be part of the record of the Town Council.

**Section 5. Canvassing.** The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the Town Council and recorded in the minutes of the Town Council.

**Section 6. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the amendment set forth in Section 2 of this Ordinance shall become and be made part of the Charter of the Town of Loxahatchee Groves, Florida.

**Section 9. Effective Date.** This Ordinance shall be effective immediately upon adoption at second reading. The amendment of the Charter as set forth in Section 2 of this Ordinance shall be effective upon approval by the electorate of the Town at the election on \_\_\_\_\_, 202\_\_.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_DAY OF \_\_\_\_, 2022.**

	<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"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

	<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"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Mayor Robert Shorr

\_\_\_\_\_  
Vice Mayor Laura Danowski

\_\_\_\_\_  
Council Member Margaret Herzog

\_\_\_\_\_  
Council Member Phillis Maniglia

\_\_\_\_\_  
Council Member Marianne Miles

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155 F Road Loxahatchee Groves, FL 33470

**Agenda Item # 11**

**DATE:**       **October 4, 2022**

**TO:**         **Town Council of Town of Loxahatchee Groves**

**FROM:**      **Town Attorney**

**VIA:**        **Francine Ramaglia, Interim Town Manager**

**SUBJECT:**   **Consideration of Resolution No. 2022-73 regarding Employment Agreement for Town Manager**

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**Background:**

At its meeting on June 21, 2022, Town Council unanimously selected Interim Town Manager, Francine Ramaglia for the Town Manager position. Ms. Ramaglia desires to enter into the Town Manager position in accordance with the terms of the negotiated Employment Agreement. The substantial terms of the Employment Agreement are as follows:

- Effective October 5, 2022 through September 30, 2025
- Base Salary of \$133,500.00
- Council may increase Base Salary by majority vote without written amendment
- Town Manager shall be awarded any cost of living or any other across-the-board increases provided to other Town employees without specific approval of the Town Council; however, it is understood that any cost of living or any other across-the-board increases approved for Fiscal Year 2022-2023 effective on October 1, 2022 are not applicable to this Agreement
- Paid Time Off (PTO) is accrued bi-weekly at 180 hours per year; Town Manager may carry over up to 360 hours each fiscal year; and all accrued and unused PTO is payable upon separation, regardless of the reason for separation
- Holidays are the same as other employees
- Town Manager shall not receive Management Leave in anticipation of the policy's removal from the Human Resources Policy Manual
- Town Manager presently declines the Town's health insurance, but may join due to a qualifying event
- Town Manager is entitled to the other benefit programs as other employees (e.g. dental, vision, short- and long-term disability).



155 F Road Loxahatchee Groves, FL 33470

- Town Manager will remain in Florida Retirement System in the Senior Management Service Class
- Town Manager receives other benefits as provided to other Town employees
- Effective January 1, 2023, Town Manager will be provide a term life policy in an amount equal to Base Salary, or any amount provided to other employees, whichever is greater
- Severance Pay provided for Termination Without Cause: 12 weeks of Base Salary for termination prior to April 1, 2023; 20 weeks of Base Salary for termination on or after April 1, 2023
- Severance Pay is not provided for: Termination With Cause; Resignation; Expiration of Term; or Death
- Town will provide 30 days' notice of intent to Terminate Without Cause; Town Council may vote to record a Termination Without Cause as a "Resignation" in the personnel file without impacting severance pay under the Termination Without Cause provision
- Termination With Cause does not require advance notice; "With Cause" is defined, but excludes actions or inactions over which the Town Manager had not knowledge, authority or control and which occurred prior to June 10, 2022
- Town Manager may resign with 60 days' notice
- Town Manager may participate in a Post-Termination Name Clearing Meeting
- Agreement supersedes all prior agreements or representations, oral or written (including the "Employment Letter" dated August 8, 2018 in its entirety and the Interim Town Manager Employment Agreement)

**Recommendation:**

Move that Town Council adopt Resolution No. 2022-73 approving the Employment Agreement for Town Manager with Ms. Ramaglia.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2022-73**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN EMPLOYMENT  
AGREEMENT FOR TOWN MANAGER WITH FRANCINE RAMAGLIA  
AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on June 21, 2022, the Town Council of the Town of Loxahatchee Groves (“Town”) selected Interim Town Manager, Francine Ramaglia, for the position of Town Manager; and

**WHEREAS**, Ms. Ramaglia desires to accept the position of Town Manager under certain terms and conditions; and

**WHEREAS**, the Town and Ms. Ramaglia desire to enter into an Employment Agreement setting forth the terms of Ms. Ramaglia’s employment as Town Manager; and

**WHEREAS**, pursuant to Section 4(3)(a) of the Town’s Charter, the Town Manager shall be appointed by Resolution approving an employment contract.

**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 Employment Agreement for Town Manager with Ms. Ramaglia, attached to this Resolution as Exhibit “A”.

**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"/>
Margaret 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

☐ ☐ ☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,  
FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.**

**TOWN OF LOXAHATCHEE GROVES  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Robert Shorr, Mayor

\_\_\_\_\_  
Lakisha Burch, Town Clerk

\_\_\_\_\_  
Laura Danowski, Vice Mayor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Margaret Herzog, Council Member

\_\_\_\_\_  
Marianne Miles, Council Member

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Phillis Maniglia, Council Member

**EMPLOYMENT AGREEMENT BETWEEN  
THE TOWN OF LOXHATCHEE GROVES AND  
FRANCINE L. RAMAGLIA FOR TOWN MANAGER**

THIS AGREEMENT is made and entered between FRANCINE RAMAGLIA ("EMPLOYEE" or "MANAGER") and the TOWN OF LOXHATCHEE GROVES, a municipal corporation of the State of Florida ("TOWN"), collectively "the PARTIES".

WHEREAS, the parties have decided to enter into this Town Manager Agreement ("Agreement").

WHEREAS, the EMPLOYEE was initially hired by the TOWN on August 8, 2018, as the Assistant Town Manager;

WHEREAS, at the time of hire, EMPLOYEE received an Employment Letter (2018 Employment Letter) that set forth certain compensation and other monetary benefits, some of which have since been modified;

WHEREAS, on May 3, 2022, the Council approved EMPLOYEE to be appointed temporarily to the role of Interim Town Manager and the Parties entered into an Employment Agreement for Interim Town Manager on June 7, 2022;

WHEREAS, on June 21, 2022, the Council competitively selected EMPLOYEE to be appointed to the role of Town Manager and directed an Employment Agreement be prepared;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the TOWN agree as follows:

**I. APPOINTMENT AND EMPLOYMENT OF EMPLOYEE**

Pursuant to Article 4 - Administrative Section (3) of the Town Charter, the Town Council appoints EMPLOYEE as its Town Manager who is the Chief Administrative Officer of the TOWN and as such shall direct and supervise the administration of the Loxahatchee Groves Water Control District, an agency of the TOWN.

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to employ EMPLOYEE as its full-time, exempt Town Manager and EMPLOYEE hereby accepts such employment.

**II. DUTIES AND RESPONSIBILITIES**

The MANAGER shall be responsible to the five-member Council and shall perform the functions and duties of the Town Manager as provided in the Policies and Procedures of Town, as provided by Florida Law, the Palm Beach County Code of Ethics, the Town's Charter and Code of Ordinances, the direction of the Council, and as mutually agreed to by the MANAGER and TOWN from time to time, as well as the functions and duties of the Chief Administrative Officer of the Loxahatchee Groves Water Control District.

The MANAGER shall be responsible only to the Town Council and shall satisfactorily perform the duties of Town Manager as determined by the Town Council. The Town Council shall be responsible for setting Policy and the MANAGER shall be responsible for implementing Policy. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the TOWN and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the TOWN in accordance with applicable laws, policies, practices, and rules.

The MANAGER agrees to devote all time necessary to perform the duties of the position. It is recognized that the MANAGER must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end MANAGER shall be allowed to establish an appropriate work schedule.

### III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of this Agreement.

The term "employed" as used in this Section III shall not be construed to include occasional teaching, writing, or consulting performed during the MANAGER's time off not in excess of an average of ten (10) hours per week in a non-conflicting capacity in accordance with the provisions of Florida Statutes and with specific written notice given to the Town Council. Any such teaching, writing, or consulting shall not be performed utilizing any TOWN resources or equipment.

### IV. TERM

- A. The Term of this Agreement for employment in the Town Manager position shall begin on October 5, 2022, and remain in effect through and including September 30, 2025, unless earlier terminated as provided in Section IX.

At least one hundred and twenty days (120) prior to the expiration of this Agreement and the Term, MANAGER shall notify each member of the Town Council in writing of the MANAGER's intentions for future employment beyond the expiration of this Agreement.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the TOWN to terminate the service of MANAGER or remove her from the position of Town Manager at any time, subject only to the provisions set forth in Section IX herein below.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section IX herein below.

### V. COMPENSATION

- A. Base Salary. TOWN agrees to pay MANAGER for services rendered as the Town Manager at the base annual salary of \$133,500.00 during the Term. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

The TOWN may, at any time, increase the Base Salary to the MANAGER, as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the Town Council in attendance at the meeting vote in favor of such increase. MANAGER shall be awarded any cost of living, or any other across-the-board increases provided to other TOWN employees without specific approval of a majority of the Town Council in attendance at the meeting.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

- B. Benefits.

1. Paid Time Off: MANAGER shall accrue Paid Time Off (PTO) at a rate of 180 hours per year, which shall accrue bi-weekly. Notwithstanding any conflicting provision in the Human Resources Policy Manual, as amended from time to time, MANAGER shall be permitted to carry over 360 hours from one fiscal year to the next ("Carry Over Amount"). All accrued and unused PTO shall be paid upon separation of employment, regardless of the reason for separation, including death as noted below.

MANAGER shall use leave in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Manager shall notify all Town Councilmembers in writing of the absence.

In the event TOWN approves policies for all employees providing for PTO Buy Back or Serious Illness Leave Bank, MANAGER shall be permitted to participate under the same terms and conditions with the exception that the Carry Over Amount referenced in such policies shall be superseded by the Carry Over Amount set forth herein.

2. Holidays: MANAGER shall be entitled to the same paid holidays granted to the TOWN's employees.
3. Management Leave: Notwithstanding the designation of the MANAGER in the current version of the Management Leave Policy, MANAGER shall not be provided Management Leave. However, if the Town Council approves to continue and/or update the Management Leave Policy of the Human Resources Policy Manual to specifically include MANAGER, MANAGER shall be provided, and use leave as set forth in the revised Human Resources Policy Manual.
4. Insurance: The MANAGER declines Health Insurance through the TOWN's existing program. However, the MANAGER, her spouse and dependents, if any, shall be entitled to and enjoy inclusion in the TOWN's, Dental Insurance Program, Vision Care Program, Short- and Long-term Disability Program, and other insurance benefits that may be offered in the same manner and under the same terms and conditions as other TOWN employees, as the same exists or may be amended from time to time by the TOWN in its sole discretion. The MANAGER reserves the ability to revisit inclusion in the Health Insurance Program should a qualifying event occur.
5. Retirement/Deferred Compensation: During the Term, MANAGER shall continue participation in the Florida Retirement System (FRS) at the Senior Management Service Class. EMPLOYEE represents that the TOWN and FRS have properly designated the Town Manager position as Senior Management Service Class.
6. Life Insurance: Effective January 1, 2023, the TOWN shall provide a term life insurance policy for the Town Manager in an amount equal to one-time Base Salary, or any amount as provided for all or any other employees, whichever is greater. Coverage will commence in accordance with the terms of the provider's Agreement. The beneficiary of the term life insurance policy will be determined by the Town Manager. This term life insurance coverage will only be effective during the Term of this Agreement.
7. Travel and Subsistence: The Town Manager will be reimbursed for work-related millage pursuant to and consistent with Internal Revenue Service guidelines. The Town will pay for reasonable and customary travel and subsistence expenses, in accordance with applicable Florida Law and TOWN policies for official travel including approved travel relating to MANAGER's professional development.

MANAGER further agrees to ensure that the vehicle she uses for business purposes is properly insured for business use and provide documentation of same to the TOWN.

As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than MANAGER's Base Salary then in effect.

8. Dues and Subscriptions: TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the MANAGER for the purpose of allowing her participation in direct job-related associations, subject to budget constraints and Town Council approval. The TOWN acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the TOWN will pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations, subject to budget constraints and Town Council approval.

9. Professional Development: TOWN agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and TOWN policies) for MANAGER'S travel to and attendance at professional association events as well as other reasonably necessary seminars and conferences customary to MANAGER's position and/or necessary to meet continuing education requirements, subject to budget constraints and Town Council approval, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, the state municipal association conferences and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.
10. Additional Benefits: Said further and additional benefits which are provided to other TOWN employees now or in the future shall be provided to the MANAGER. The TOWN may, at any time, provide other additional benefits solely to the MANAGER, as it may deem desirable to do so in accordance with applicable law. To the extent any Benefit is not specifically listed herein to which MANAGER is presently eligible under the Town's Human Resources Policy Manual, MANAGER shall remain eligible for such Benefit(s) so long as such Benefits remain in effect, or as amended by the Town Council from time to time.
11. Telecommunications/Technical Equipment: The TOWN will provide the MANAGER with appropriate support, supplies, materials, and equipment to conduct the business of the TOWN including cellular telephone, tablet, and/or personal computer(s).

#### VI. PAYMENT UPON SEPARATION; SEVERANCE PAY

- A. Final Paycheck. If MANAGER separates from employment for any reason under Section X, she shall be paid in full any unpaid balance of her Base Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is also payable as provided in Section V(B)(1). Such payments shall be made within 15 days after separation. Management Leave or other paid leaves set forth in the Human Resources Policy Manual are not payable unless specified as such in the applicable policy as of the date of separation.
- B. Severance Pay.
  1. Termination Without Cause. If MANAGER is terminated Without Cause prior to April 1, 2023, she shall be eligible to receive Severance Pay equal to 12 weeks of the gross Base Salary in effect at the time of termination and shall not include any Benefits or perquisites as may be permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). If MANAGER is terminated Without Cause on or after April 1, 2023, she shall be eligible to receive Severance Pay equal to 20 weeks of the gross Base Salary in effect at the time of termination and shall not include any Benefits or perquisites as may be permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). Severance Pay shall be made within 30 calendar days after receipt of an executed General Release by MANAGER in favor of TOWN in a lump sum payment, less applicable taxes, withholdings, and other required deductions.
  2. Termination With Cause. MANAGER shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.
  3. Resignation by MANAGER. MANAGER shall not be eligible for or receive Severance Pay and TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.



4. Expiration of Term. MANAGER shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time, if any, within 15 days of the separation date.
5. Death. MANAGER, or her heirs or assigns or beneficiaries, shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, to designated beneficiary within 15 days of the separation date

#### VII. PERFORMANCE EVALUATION

Because the Town Council may review MANAGER's Base Salary at any time, MANAGER is not subject to an individual formal performance evaluation. However, MANAGER shall organize, schedule, and facilitate an Organizational Review on or before July 1 of each year during the Term to better evaluate overall effectiveness of the Town's operations prior to budgeting for the next fiscal year.

As a result of this process and through the budget, the TOWN and MANAGER will work together to mutually agree upon such goals and performance objectives which they determine to be essential for the proper operation of the Town and progress towards attaining TOWN'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented.

#### VIII. INDEMNIFICATION

The PARTIES shall comply with Ordinance Section 2-54 as amended from time to time.

TOWN shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law, or ordinance.

#### IX. SEPARATION FROM TOWN

##### A. Termination by TOWN Without Cause.

1. MANAGER shall be provided 30 days' notice of the TOWN's intention to terminate this Agreement without cause. At its sole discretion, during the notice period, TOWN may require the MANAGER to cease or limit the work performed on TOWN matters.
2. Following notice to MANAGER set forth in IX.A.1 above, TOWN may terminate MANAGER and this Agreement Without Cause at any time during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council.
3. In the event the Town Council determines, in its sole discretion, MANAGER and this Agreement shall be terminated Without Cause at any time during the Term of this Agreement, MANAGER shall be eligible for Severance Pay as described in Section VI. Upon the MANAGER's request, or on its own initiative, a super-majority vote of the full Town Council may classify and record the Termination Without Cause as a Resignation in the personnel file without impacting the Severance Pay as described in Section VI(B)(1) for a Termination Without Cause.
4. The TOWN's termination of MANAGER Without Cause shall be final and non-appealable and operates as termination of this Agreement.

##### B. Termination by TOWN With Cause.

1. TOWN may terminate MANAGER and this Agreement With Cause, in its sole discretion, as provided herein during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council. Any written notice issued to MANAGER shall describe the actions claimed by the TOWN constituting such grounds and the

effective date of the termination. Any such notice shall be issued as soon as practicable after the vote of the Council of its intent to terminate With Cause.

2. "With Cause" is defined as termination based upon any of the following actions by the MANAGER:
  - a. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager duties and responsibilities.
  - b. Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction).
  - c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office.
  - d. Violation of any substantive TOWN policy, rule, or regulation, which would subject any other TOWN MANAGER to termination including, but not limited to, violation of the TOWN's Policy Against Harassment, Equal Employment Opportunity Policy, or Drug Free Workplace Policy.
  - e. The commission of any fraudulent act against the interest of the TOWN.
  - f. The commission of any act which involves moral turpitude, or which causes the TOWN disrepute.
  - g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics, the TOWN's Code of Ethics, or violation of the International City/County Management Association Code of Ethics.
  - h. failure to return from an approved leave of absence; or,
  - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

MANAGER shall not be subject to Termination With Cause for the actions or inactions over which the MANAGER had no knowledge, authority, or control and which occurred prior to June 10, 2022.

5. In the event of Termination With Cause, MANAGER shall not be eligible for Severance Pay as described in Section VI.
6. The TOWN's termination of MANAGER and this Agreement With Cause shall be final and nonappealable.

C. Resignation by MANAGER.

1. MANAGER may voluntarily resign employment from TOWN by providing TOWN sixty (60) days written notice in advance, unless waived at the sole discretion of the Town Council. During the 60-day period, TOWN may require MANAGER to cease or limit the work performed on TOWN matters, during which time MANAGER is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 60 days from the date of the notice, whichever occurs earlier.
2. In the event of resignation, MANAGER shall not be eligible for Severance Pay as described in Section VI.

D. Expiration of Term.

1. At the expiration of the Term, MANAGER's employment and this Agreement shall terminate automatically, unless the PARTIES enter into a written amendment or new agreement prior to the end of the Term.
2. In the event of expiration of the term, MANAGER shall not be eligible for Severance Pay as described in Section VI.

- E. Death.
  - 1. This Agreement, the Term, and MANAGER's employment shall terminate automatically upon the MANAGER's death.
  - 2. In the event of death, MANAGER shall not be eligible for Severance Pay as described in Section VI.
- F. Post-Termination Name Clearing Meeting.

MANAGER may avail herself of the TOWN's Post Termination Name-Clearing process in accordance with TOWN policy in effect at the time of termination. The Post Termination Name-Clearing process is not an appeal of the termination decision, and the Town Council is not required to consider reinstatement. The process is designed to allow the MANAGER to present information in the public record regarding the information forming the basis of the termination.
- G. Return of Town Property.

Upon termination of the Town Manager's employment whether voluntary, with cause or without cause, or otherwise, the Town Manager shall, within three (3) business days, and without the need for the TOWN to request same, return all TOWN property to the TOWN, including but not limited to keys, cell phone, laptop computer, passwords, documents, and any other property of the TOWN in the Town Manager's possession or control.

X. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written (including the "Employment Letter" dated August 8, 2018, in its entirety and the Interim Town Manager Employment Agreement), and all other communication between the parties relating to the subject matter of this Agreement.
- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the MANAGER except as provided in any benefit plans upon occurrence of a qualifying event.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.
- F. Failure of the TOWN to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time thereafter.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- I. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to

bear its own attorneys' fees and costs, up through and including any appellate action. MANAGER expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

- J. All notices required to be given under the terms of this Agreement or which any of the parties' desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
ATTN: Mayor  
Town Attorney

TO: Francine L. Ramaglia  
address on record in  
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2022.

TOWN OF LOXAHATCHEE GROVES

MANAGER

BY: \_\_\_\_\_  
ROBERT SHORR, MAYOR

\_\_\_\_\_  
FRANCINE L. RAMAGLIA

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lakisha Q. Burch, Town Clerk

\_\_\_\_\_  
Office of the Town Attorney