

TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL REGULAR MEETING AGENDA

AUGUST 1, 2023

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



Laura Danowski, Mayor (Seat 2)

Phillis Maniglia, Councilmember (Seat 1)

Robert Shorr, Vice Mayor (Seat 4)

Marianne Miles, Councilmember (Seat 3)

Margaret Herzog, Councilmember (Seat 5)

Administration

Town Manager, Francine L. Ramaglia
Town Attorney, Elizabeth Lenihan, Esq.
Town Clerk, Lakisha Q. Burch
Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in the 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. An 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 on the day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are live-streamed and close-captioned for the general public via our website, instructions are posted there.

PRESENTATIONS

1. Presentation from Indian Trail Improvement District. (District Board Chair Michael Johnson and Executive Director Burgess Hanson)
2. Presentation from Pitman Law Group and Ronald L. Book, P.A. the Town's Lobbyist. (Rana Brown)
3. Presentation from Ashbritt, Inc. (Possible Debris Sites/SWA designated Facilities)

CONSENT AGENDA

4. Consideration of approval of Meeting Minutes.
 - a. April 20, 2021 Town Council Workshop/Special Meeting Minutes
 - b. May 4, 2021 Town Council Regular Meeting Minutes
 - c. July 6, 2021 Community Workshop Meeting Minutes
 - d. July 20, 2021 Community Workshop Meeting Minutes
 - e. August 17, 2021 Town Council Regular Meeting Minutes
 - f. September 8, 2021 Community Workshop Meeting Minutes
 - g. September 8, 2021 First Budget Hearing and Regular Meeting Minutes
 - h. September 21, 2021 Community Workshop Meeting Minutes
 - i. September 21, 2021 Final Budget Hearing and Regular Meeting Minutes
 - j. October 19, 2021 Community Workshop Meeting Minutes
 - k. October 19, 2021 Town Council Regular Meeting Minutes
 - l. November 2, 2021 Community Workshop Meeting Minutes
 - m. November 2, 2021 Town Council Regular Meeting Minutes
 - n. November 16, 2021 Town Council Regular Meeting Minutes
 - o. December 7, 2021 Community Workshop Meeting Minutes
 - p. December 7, 2021 Town Council Regular Meeting Minutes
 - q. September 8, 2022 Town Council 1st Budget Hearing and Regular Meeting Minutes
 - r. June 6, 2023 Community Workshop Meeting Minutes
5. Consideration of **Resolution No. 2023-48** approving Palm Beach Aggregates piggyback increase in pricing.
6. Consideration of **Resolution No. 2023-49** approving of towing contract with Priority Towing, Inc.

7. Consideration of **Resolution No. 2023-50** authorizing task orders with Keshavarz and Engenuity pursuant to Resilient Florida Grant.

REGULAR AGENDA

8. Consideration of **Resolution No. 2023-51** approving sixth addendum to the Law Enforcement Service Agreement (LESA).
9. Consideration of **Resolution No. 2023-52** authorizing an amendment to agreement with Torcivia, Donlon, Goddeau, and Rubin.
10. Consideration of **Resolution No. 2023-53** approving Termination of Declaration Groves Town Center.

DISCUSSION

11. Discussion and updates on Storm Season Priorities:
 - Gate repairs
 - Emergency generator
12. Discussion and update on Paving Project.
13. Discussion on canal bank restoration (in partnership with the Sod Farm).
14. Discussion of scheduling meeting dates for property owner workshops, RV public input workshops and budget workshops and Council Priorities.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia (Seat 1)

Councilmember Marianne Miles (Seat 3)

Councilmember Margaret Herzog (Seat 5)

Vice Mayor Robert Shorr (Seat 4)

Mayor Laura Danowski (Seat 2)

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 it out completely with your full name and address so that your comments can be entered correctly in the minutes and given 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 comments. 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 accommodation in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: August 1, 2023

SUBJECT: Presentation from Indian Trail Improvement District (District Board Chair Michael Johnson and Executive Director Burgess Hanson)

Background:

Presentation from Indian Trail Improvement District (District Board Chair Michael Johnson and Executive Director Burgess Hanson).



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: August 1, 2023

SUBJECT: Presentation from Pitman Law Group and Ronald L. Book, P.A. the Town's Lobbyist. (Rana Brown and Ronald L. Book (via Zoom))

Background:

Presentation from Pitman Law Group and Ronald L. Book, P.A. the Town's Lobbyist. (Rana Brown and Ronald L. Book (via Zoom)).



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: August 1, 2023

SUBJECT: Presentation from Ashbritt, Inc. (Possible Debris Sites/SWA designated Facilities)

Background:

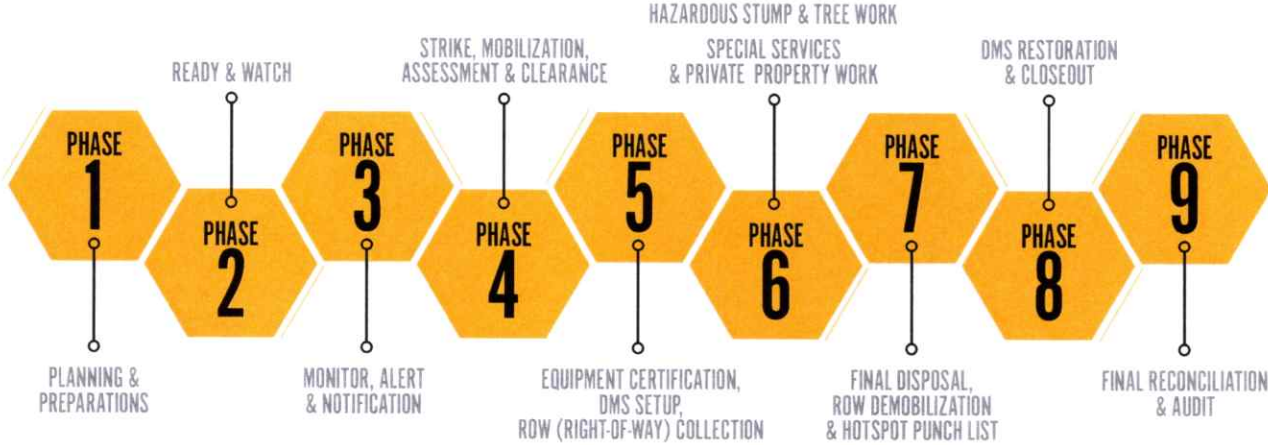
Presentation from Ashbritt, Inc. (Possible Debris Sites/SWA designated Facilities).

9 PHASE TECHNICAL APPROACH

AshBritt’s entire disaster recovery, debris removal, and disposal process can be described in the following illustration, which illustrates the general sequence of disaster recovery and debris removal operations for known and predictable events, such as hurricanes, tornadoes, flooding, biohazard pandemics, or similar events. This approach outlines the methods of operation, operational structure, and services to be provided.

This diagram is an organizational chart outlining the methods of operations.

ASHBRITT’S GENERAL EVENT SEQUENCE DIAGRAM OF DEBRIS MANAGEMENT SERVICES



AshBritt follows a prescribed sequence of phases for storm clearing operations that are based on **28 years of experience** in a variety of jurisdictions and supporting a variety of recovery operations.



DISASTER RESPONSE & DEBRIS MANAGEMENT

ASHBRITT CAPABILITIES & SERVICES



TURN KEY DEBRIS MANAGEMENT

DEBRIS MANAGEMENT OPERATIONS

- Materials include hazardous wastes; man-made debris, construction/ demolition (C&D) materials, i.e. lumber, concrete, asphalt, masonry, metals, and plastics; debris of natural origins, i.e. vegetative debris (grass, shrubs, stumps, and trees) and slide materials (clay, sand, gravel, rock, residual solids).
- Work includes debris removal and reduction; separation, removal, hauling, disposal, and structural demolition on public, commercial, and private property. This includes equipment, operators, and laborers for debris management services.

LOGISTICS COORDINATION

- Operations Planning and Technical Assistance, including: estimation of debris volumes, sectoring areas for most efficient debris management, locating temporary debris storage and reduction sites and disposal sites, performing environmental health and safety evaluations.
- Automated Debris Management System (ADMS) which provides the following data management features:
 - Paperless electronic (handheld device) data collection.
 - Web based load tickets and reports daily track work from each piece of collection equipment.
 - Automation of debris pickup location thru GPS/GIS technologies.
 - Integrated web-based management system allows multi-party access and real time review of mission data, including invoices, FEMA documentation and project worksheets.

DEMOLITION & REMEDIATION

- AshBritt is highly experienced in both residential and commercial demolition and has completed multiple projects on military installations across FL, AL, SC, NJ.
- Asbestos, lead, soil remediation, fireproofing, mold, emergency response and demolition projects.
- AshBritt follows all local, state, and federal rules and requirements of asbestos NESHAP and other regulations, while exercising best practices during all phases and specific to the project. This includes the employment of contractors and personnel with all appropriate licenses.

KEY PARTNERS

- AshBritt commits to working with Small, Disadvantaged, Minority-Owned, Women-Owned, and Veteran-Owned business enterprises. Supporting local and small businesses is a core corporate value.
- AshBritt has key partners with 8A, Hubzone, and small business certifications with experience successfully working on government projects.

SAFETY

- Safety is AshBritt's top corporate priority. AshBritt maintains the highest levels of safety, quality, and integrity in conducting all of our services and operations while adhering to all guidance set forth by OSHA, EPA, FEMA, and applicable regulatory bodies.
- Experience Modification Rating of .76 and an ISNetworld safety "A" ranking.

AshBritt is a national turn-key rapid-response disaster recovery and environmental services contractor.

AshBritt has been a contractor for the U.S. Army Corps of Engineers (USACE) for 20 years and has been the prime contractor for the South Pacific Division (AZ, CA, NV, UT, NM) and South Atlantic Division (AL, FL, GA, SC, NC). In our 28 years, AshBritt has collected over 58.5 million cubic yards of disaster-generated debris and handled more than 138.5 million cubic yards of disaster-generated debris.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4a-r

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: Francine Ramaglia, Town Manager
DATE: August 1, 2023
SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL WORKSHOP/SPECIAL MEETING

APRIL 20, 2021

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

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

ADDITIONS, DELETIONS & MODIFICATIONS TO THE AGENDA

Town Clerk wanted to state that the Additions, Deletions & Modification to the Agenda was omitted from the agenda.

Vice Mayor Danowski spoke about speaking in the microphones due to residents complaining of not being able to hear. Town Manager Titcomb responded to her comment.

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by Nina Corning and Mary McNicholas.

REGULAR AGENDA

1. Update on Traffic Counts & Speed Study- Simmons & White.
Brian Kelly, Traffic Engineer from Simmons and White, presented the item to Town Council regarding an overview of their recent speed study and traffic counts which will also include

discussion of signalization at intersection of D Road and Okeechobee. There was discussion among the Town Council, Town Staff, and Mr. Kelly.

There were public comments made by Nina Corning and Todd McLendon.

There was consensus made by Town Council to wait on the final report to see how they will move forward.

Mr. Kelly stated that the study should be completed in about two weeks- May 4th.

2. Update and discussion on Phase II Footprint-Cost Estimate.

Randy Wertepny, Town Engineer from Keshavarz & Associate presented the item to Town Council to update Phase II of the maintenance map, roads, local roadways-level 3 residential. There was discussion among the Town Council, Town Staff, and Mr. Wertepny.

There were comments made by Nina Corning, Todd McLendon, Mary McNicholas, Cassie Suchy, and Virginia Standish.

There was consensus by Town Council not to move forward on the Phase II footprint. Town Manager Titcomb to create a narrative of Right-a-Way vs. Easement, list roads to go on website, and circulate key maps.

3. Discussion on OGEM Repairs.

Public Works Director Peters presented the item to the Town Council. Council has previously directed staff to seek contractors to perform road repairs for the 12 miles of OGEM roadways in need of repair, reconstruction, and/or sealing. Previous discussions have included the following considerations:

- a. "A" Road demonstration project/Town's standard
- b. Other OGEM segments.

Craig Elmore, owner of the Hardrives, Inc. addressed the Town Council and there was discussion among the Town Council, Town Staff, and Mr. Elmore.

There were public comments made by the following: Todd McLendon and Cassie Suchy.

Motion made by Mayor Shorr seconded by Councilmember Herzog to direct staff to issue a purchase order to Hardrives, Inc. pursuant to the Town's existing piggyback contract to furnish all labor and equipment to perform Option 2 and use "A" Road from Okeechobee Blvd. to North Road as a pilot of this option with 2" shoulder no to go on private property without owners' permission; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

4. Discussion of Easements.
 - a. Multi-use
 - b. Utility
 - c. Existing-catch basin

Town Attorney Bracko presented the item to the Town Council. There was discussion among the Town Council, and Town Staff regarding the different types of easements.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to extend the meeting to 10:00 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

There were public comments made by the following: Nina Corning, Jonie Hopkins, Katie Lakeman, and Virginia Standish.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve the Roadway/Multi-Use Trail/Drainage/Utility Easement with the removal of Multi-Use Trail and allow Town Attorney and Staff to correct any and all scribblers error; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Glen Torcivia introduced Elizabeth Lenihan.

5. Update and discussion of Culvert repairs or replacement.

Public Works Director Peters presented the item to the Town Council. Mr. Peters presented three proposals for repair and or replacement of the culvert at Collecting Canal and “C” Road which were the following:

DS Eakins	<i>Replace the existing culvert with a 96” CAP pipe.</i>	<i>\$155,164.60</i>
	Does Not Include: Permits, Permit Fees, As-builts, Survey, Removal/Replacement of trees/plants, disposal/Replacement of unsuitable materials, VMS boards, Notification of Residents or Specific Dewatering Permit. 18 days completion schedule.	
Johnson Davis	<i>Install Twin 72” CAP Inverts will match inverts and elevation of existing CMP Culvert.</i>	<i>\$157,000.00</i> (reduced from \$159,069)
	Does not include Permits or Permit Fees except for NOI, Dewatering Permit, Density Testing, Construction Survey and Certified As Builds, Pre-Construction Video, Portable Sanitary Facilities.	
WBI	<i>Replacement of existing 60-inch Culvert at Collecting Canal Road & C Road.</i>	<i>\$138,900.00</i>
	Does not include handling of guard rail, utility conflicts, all permit fees and administration fees associated with permitting, and revision of submittals.	

There was discussion among the Town Council, Town Staff.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to extend the meeting until 10:30 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

There was consensus by the Town Council to have all vendors come back with a quote for a 60’ by 80 ft pipe and slip line.

6. Selling of the Thing-a-Ma-Digger (Wheeled Excavator).

Public Works Director Peters presented the selling of the Thing-A-Ma-Digger (Wheeled Excavator) to the Town Council. There was discussion among Town Council, and Town Staff.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to move forward with the Bidera, LLC with a 90,000 reserve; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmember Herzog, and Maniglia. Nay: Councilmember Miles. Motion passed 4-1.

7. Discussion of Long Reach Mowing/Edging Tractor.

Public Works Director Peters presented the item to the Town Council. There was discussion among the Town Council and Town Staff.

Motion was Councilmember Maniglia seconded by Vice Mayor Danowski to approve the purchase of a Kubota M65-111SHDC Mower, with a 60' Rotary head, a 69' Buzzbar head, and quick hitch kit, through Leasing 2, Inc. three (3) year plan at 55,425.92 per year; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

8. Discussion of Budget calendar/schedule.

Town Manager Titcomb presented the item to the Town Council speaking about the Budget calendar and schedule. There was discussion among the Town Council and Town Staff.

Motion was made by Mayor Shorr seconded by Councilmember Maniglia to extend the meeting to 11:00 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Committees
- “C” Road and Silver Lake 100 acres-easement- Town Engineer Randy Wertepny responded to Councilmember Maniglia’ s question. There continued to be a discussion among Councilmember Maniglia and Mr. Wertepny. She also asked about ingress/egress in which Town Attorney Bracko responded.
- Dustless product is here-water truck is not working so what is the schedule. Public Works Director Peters responded.
- Spraying of the canal.
- Donated to the Scholarship Fund
- Like our Town Attorney

Laura Danowski (Seat 2)

- Spoke on behalf of the Town Attorney
- Coastal- full voicemail – Town Manager Titcomb responded.
- Thanked the Town Manager and Asst. Town Manager – stated that if residents have an issue, please contact her.

- Phase II of maps-compensation to landowners

Marge Herzog (Seat 5)

- Good to have the Town Engineer to be at the meeting.
- Light pattern at “B” Road
- Resident complained about trailers behind their property.
- Loxahatchee Groves Landowners Association meeting April 29, 2021

Marianne Miles (Seat 3)

- Traffic at the corner of “B” Road and Southern Blvd.

Motion was made by Councilmember Miles seconded by Councilmember Maniglia to extend the meeting to 11:30 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Mayor Robert Shorr (Seat 4)

- Ordinance for Town’s boundaries associated with the Okeechobee overlay-Town Manager Titcomb responded.
- Public Works-hiring of employees (grader) Town Clerk Burch responded to the Mayor.
- Approval of ½ day for grader to work.

There was consensus to give staff direction to allow approval of ½ day on Saturdays for grader to grade roads.

- 50/50 Cost Sharing

There was consensus to look into the 50/50 cost sharing.

- Pastor from local churches to led pray.

TOWN STAFF COMMENTS

Town Manager

No comment.

Assistant Town Manager

No comment.

Town Attorney

- Spoke about Dr. Larson closing on his home and continued to give an update on Little Turtle Creek.

Public Works Director

No comment.

Town Clerk

No comment.

ADJOURNMENT

There being no further business, meeting was adjourned 11:22 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles

TOWN STAFF COMMENTS

Town Manager

Assistant Town Manager

Town Attorney

Public Works Director

Town Clerk

ADJOURNMENT

Comment Cards:

[Note public comment rules are modified during the COVID-19 pandemic, see above.](#)

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



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

MAY 4, 2021

Meeting audio available in Town Clerk’s Office- due to technical difficulties the meeting recordings starts at 7:38 p.m.

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

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

ADDITIONS, DELETIONS AND MODIFICATIONS

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments from the following: Nicholas Hardy, Ken Johnson, Brian McNeal, Mary McNicholas, and Palm Beach County District Chief Anthony Talezo introduced himself to the Town Council.

PRESENTATION AND PROCLAMATION

1. Reading of Proclamation: Municipal Clerk Week

Mayor Shorr read the proclamation of Municipal Clerk Week into the record.

- a. Southeast District Director Lanelda Gaskins to present Town Clerk Burch with her Master Municipal Clerk Award

Southeast District Director Lanelda Gaskins presented Town Clerk Burch with her Master Municipal Clerk Designation. Town Burch addressed the Town Council by giving her thanks for their support, as well as Town Manager Titcomb and Administrative Assistant Jennifer Lopez.

CONSENT AGENDA

Vice Mayor Danowski asked that items # 5 and Councilmember Maniglia asked that items # 4 be pulled for the Consent Agenda.

2. Approval of Meeting Minutes.
 - a. January 19, 2021
 - b. February 16, 2021
3. Approval of Resolution No. 2021-24 authorizing the purchase of the Long Reach Mowing/Edging Tractor.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve the Consent Agenda items # 2 and 3; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

4. Approval of Resolution No. 2021-25 authorizing the Revised and Renewed Master Agreement with Palm Beach Aggregates. **PULLED FROM CONSENT**

Councilmember Maniglia asked Mr. Peters could we get any rock we want from Palm Beach Aggregates and could the 1 minus basically used when you are going to pave but is there a different product that can be used that doesn't have so much dust. Mr. Peters responded to Councilmember Maniglia's question.

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to approve item 4 authorizing the Revised and Renewed Master Agreement with Palm Beach Aggregates; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

5. Approval of Interlocal Agreement with Solid Waste Authority. **PULLED FROM CONSENT**

Vice Mayor Danowski asked about the 50% of net revenues, what is the amount of money. Mr. John Archambo from Solid Waste Authority and Asst. Town Manager Ramaglia responded to Vice Mayor Danowski question.

Councilmember Maniglia commented that our waste hauler uses a garbage truck, does SWA have an issue with our recyclable come in a garbage truck. Mr. Archambo and Asst. Town Manager Ramaglia responded.

There was public comment from Ken Johnson.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve the Interlocal Agreement with Solid Waste Authority; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

PUBLIC HEARING

6. Approval of *Ordinance No. 2021- 03* on first reading authorizing the following to be regular members of the Planning Zoning Board and two (2) alternate members.

Town Clerk Burch presented the item to the Town Council.

Town Attorney Lenihan read Ordinance No. 2021-23 into the record.

There was discussion among the Town Council and Town Staff regarding the committee members.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Ordinance No. 2021-10 with changes of the Ordinance number and Bill Raflowitz to Brett Raflowitz; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

7. Approval of Lockhart In-Door Self Storage Facility.

Town Planning Consultant Fleischmann gave a brief introduction to the Town Council on the listed items.

Town Attorney Lenihan swore in all participants for quasi-judicial asked Town Council if they had any ex-parte communication.

Brad Miller, Urban Design presented a PowerPoint presentation to the Town Council.

There were public comments by Matthew Barnes, Paul Coleman, Martin Perry, and Todd McLendon.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to receive and file Objection to the proposed ULDC amendment to require a minimum separation of 2-miles between self-storage facilities from Perry and Taylor, P.A.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to receive and file objection to proposed Ordinance No. 2021-02 agenda item #7b on May 4, 2021, Town Council meeting agenda from WGI; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- a. Approval of *Ordinance No. 2021-01* on second reading assigning Commercial Low (CL) Zoning Map designations on the Town of Loxahatchee Groves Zoning Map to the following three parcels of land located at 14711 Southern Boulevard, Loxahatchee Groves, Florida 33470 comprising 2.62 acres, 2.62 acres, more or less being more fully described in Exhibit “A” Hereto: the 2.45 acres parcel owned by Sameera and Muean Ayesh; The 0.10 acre parcel owned by Tahia S. and Sameera Ayesh; and the 0.61 acre more or less parcel owned by Tahia S. and Sameera Ayesh.
(*Quasi-Judicial*)

Motion was made by Mayor Shorr seconded by Vice Mayor Danowski to discuss item # 7a; it was voted as follows; Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Town Attorney Lenihan read Ordinance No. 2021-01 into the record.

Councilmember Maniglia asked had they gotten a unity of title and the 25% site plan. Mr. Miller responded to Councilmember Maniglia' s question.

Motion was made Councilmember Herzog seconded by Councilmember Maniglia to approve Ordinance No 2021-01 on second reading assigning Commercial Low (CL) Zoning Map designations on the Town of Loxahatchee Groves Zoning Map to the following three parcels of land located at 14711 Southern Boulevard, Loxahatchee Groves, Florida 33470 comprising 2.62 acres, 2.62 acres, more or less being more fully described in Exhibit "A" Hereto: the 2.45 acres parcel owned by Sameera and Muean Ayes; The 0.10 acre parcel owned by Tahia S. and Sameera Ayes; and the 0.61 acre more or less parcel owned by Tahia S. and Sameera Ayes; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- b. Approval of *Ordinance No. 2021- 02* on second reading Unified Land Development Code Amendments proposed by Mr. James Lockhart to: (1) Revise Article 10 Definitions, Abbreviations and Construction of Terms to add the definition of Limited Access Self-Indoor Storage Facility; (2) Amend Article 25 Commercial Zoning Districts Section 25-015 Permitted Uses to Revise the Warehouse , Self-Storage use to read Limited Access Indoor Self-Storage Facility permitted with a Category "A" Special Exception Approval, Subject to Section 80-075 Limited Access Indoor Self-Storage Facility; and (3) add Article 80 Conditional Uses Section 80-075 Conditional Uses Section 80-075 Limited Access Indoor Self-Storage Facility.

Town Attorney Lenihan read Ordinance No. 2021-02 into read.

Councilmember Maniglia expressed her concerns and thoughts regarding this item. There was discussion among the Town Council and Mr. Fleischmann. Councilmember Maniglia asked further questions and comments regarding self-storage facilities. There continued to be discussion among the Town Council and Town Staff.

Vice Mayor Danowski asked if this Ordinance is approved tonight when will this building being and end. Mr. Miller responded immediately-distance separation doesn't affect us-affect future storage facilities. Mr. Lockhart also addressed Vice Mayor Danowski's question. There continued to be questions from Councilmember Miles, Herzog, and Mayor Shorr to Mr. Lockhart and Mr. Miller addressed. There continued to be discussion among the Town Council.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on second reading Ordinance No. 2021-02 to Unified Land Development Code Amendments proposed by Mr. James Lockhart to: (1) Revise Article 10 Definitions, Abbreviations and Construction of Terms to add the definition of Limited Access Self-Indoor Storage Facility; (2) Amend Article 25 Commercial Zoning Districts Section 25-015 Permitted Uses to Revise the Warehouse , Self-Storage use to read Limited Access Indoor Self-Storage Facility permitted with a Category "A" Special Exception Approval, Subject to Section 80-075 Limited Access Indoor Self-Storage Facility; and (3) add Article 80 Conditional Uses Section 80-075 Conditional Uses Section 80-075 Limited Access Indoor Self-Storage Facility; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- c. Approval of **Resolution No. 2021-10** the Lockhart Limited Access Indoor Self-Storage Facility Site Plan for Land owned by Tahia and Sameera Ayes, consisting of 2.62 acres more or less, located on the North side of Southern Boulevard approximately 880 feet West of “D” Road Loxahatchee Groves, Florida legally described in Exhibit “A” to this Resolution.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve Resolution No. 2021-10 the Lockhart Limited Access Indoor Self-Storage Facility Site Plan for Land owned by Tahia and Sameera Ayes, consisting of 2.62 acres more or less, located on the North side of Southern Boulevard approximately 880 feet West of “D” Road Loxahatchee Groves, Florida with added conditions of approval discussed by Town Council; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- 8. Approval of **Resolution No. 2021-17** the Aldi Sign Variance, for land owned by BW Southern Binks, LLC, consisting of 4.73 acres more or less, located at the Northeastern Corner of Southern Boulevard and “B” Road Loxahatchee Groves, Florida legally described in Exhibit “A” to the Resolution. (*Quasi-Judicial*)

Town Planning Consultant Fleischmann presented the item to Town Council.

Town Attorney Lenihan swore in all participants and asked Town Council if they had any ex-parte communication.

Matt Scott, Zoning Attorney at Dunay, Miskel & Backman, LLP in Boca Raton speaking on behalf of the applicant ALDI presented a PowerPoint presentation to the Town Council.

There was public comment by Ken Johnson.

Vice Mayor Danowski asked Mr. Scott what he knows about the ALDI’s Certificate of Occupancy. Town Manager Titcomb responded that they received a temp Certificate of Occupancy from Palm Beach County and continued to explain. There was discussion among Vice Mayor Danowski, Town Staff, and Mr. Scott. Councilmember Maniglia asked why didn’t get the tractor sign and what is all the trees and expressed her concerns regarding ALDI’s request and spoke about security. Mr. Scott responded. There continued to be discussion among Councilmember Maniglia, Town Attorney Lenihan and Mr. Scott. Councilmember Miles asked is there a design or plan to put a sign on “B” Road, she continued to ask questions regarding the ALDI sign. Mr. Scott responded. Councilmember Herzog asked what is size of the Everglades Tractor Supply and Publix in comparison of what is being asked. Mr. Scott and Mr. Fleischmann responded by stating that Publix is 74 ft. There continued to be discussion. Mayor

Motion was made by Councilmember Miles seconded by Herzog to approve Resolution No. 2021-17 approving the Aldi Sign Variance to be 74 sq. ft., for land owned by BW Southern Binks, LLC, consisting of 4.73 acres more or less, located at the northeast corner of Southern Blvd. and “B” Road Loxahatchee Groves, Florida; it was voted as follows: Ayes: Mayor Shorr, Councilmembers Herzog, and Miles. Nays: Vice Mayor Danowski and Councilmember Maniglia.

9. Approval of **Resolution No. 2021-18** the Southern Palms Car Wash Site Plan for land owned by BW Royal Master Properties, Inc., consisting of 1.52 acres more or less, located on the North side of Southern Boulevard East of “B” Road Loxahatchee Groves, Florida, legally described in Exhibit “A” to this Resolution. (*Quasi-Judicial*)

Town Attorney Lenihan swore in all participants and asked Town Council if they had any ex-parte communication.

Jacob Lawson, Engineer of record from Kimley-Horn presented to Town Council. Mr. Fleischmann also gave a brief summary from Town Staff.

There was public comment from Ken Johnson. Mr. Lawson responded to Mr. Johnson questions.

Mr. Daniel Woodard, owner of Southern Palms Car Wash also addressed the Town Council. There was discussion among the Town Council and Mr. Woodard.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to extend the meeting until 11:00 p.m. it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Herzog seconded by Councilmember Miles to approve Resolution No. 2021-18 approving the Southern Palms Car Wash Site Plan for land owned by BW Royal Master Properties, Inc., consisting of 1.52 acres more or less, located on the North side of Southern Boulevard East of “B” Road Loxahatchee Groves, Florida; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

10. Approval of **Resolution No. 2021-19** the Heartland Dental Office Site Plan for land owned by Solar Sportsystems, Inc., consisting of 1.05 acres more or less located on the North side of Southern Boulevard East of “B” Road Loxahatchee Groves, Florida, legally described in Exhibit “A” to the Resolution. (*Quasi-Judicial*)

Town Attorney Lenihan swore in all participants and asked Town Council if they had any ex-parte communication.

Jacob Lawson, Engineer of record from Kimley-Horn presented to Town Council. Mr. Fleischmann also gave a brief summary from Town Staff. There was discussion among the Town Council and Mr. Fleischmann.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to extend the meeting until 11:30 p.m. it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve Resolution No. 2021-19 approving the Heartland Dental Office Site Plan for land owned by Solar Sportsystems, Inc., consisting of 1.05 acres more or less located on the North side of Southern Boulevard East of “B” Road Loxahatchee Groves, Florida, it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

REGULAR AGENDA

11. Approval and appointment of Town of Loxahatchee Groves' committees.

- a. Resolution No. 2021-20 Finance Audit and Advisory Committee (FAAC).

There was discussion among the Town Council and Town Staff regarding this item.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-20 appointing Anita Kane, Peter Savino, Bruce Cunningham, Dougal Menelaws, and Jim Rocket as voting members of the Finance Audit and Advisory Committee (FACC) to serve terms of one (1) year; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Mayor Shorr stated that he would like a consensus for the next three committees to be on hiatus until July. There was discussion among Town Council and Town Staff.

- b. Resolution No. 2021-21 Roads, Equestrian Trails & Greenway Advisory Committee (RETGAC).

There was public comment from Paul Coleman.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve the Resolution No. 2021-21 appointing Paul Coleman, Brian McNeil, Darcy Murray, and Katie Lakeman as voting members of the Roads, Equestrian Trails & Greenway Advisory Committee (RETGAC) to serve terms of one (1) year; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- c. Resolution No. 2021-22 Unified Land Development Code Committee (ULDC).

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-22 appointing Todd McLendon, Karen Plante, and Jo Siciliano as regular members of the Unified Land Development Code Committee (ULDC) to serve terms of one (1) year; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- d. Resolution No. 2021-23 Town of Loxahatchee Groves Charter Review Committee.

There was discussion among the Town Council and Town Clerk Burch regarding the Charter Review Committee.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to extend the meeting until 12:00 a.m. it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-23 appointing William Ford, Deborah Marshall, Todd McLendon, Neil O'Neil III, John Ryan, Jo Siciliano, Cassie Suchy, and Don Whiding as voting members of the Town of Loxahatchee Groves' Charter Review Committee, providing for staff support for the committee; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to extend the meeting until 12:30 a.m. it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Marge Herzog (Seat 5)

- Working with Palm Beach County Sheriff Office- vegetable man- Town Manager Titcomb responded.

Marianne Miles (Seat 3)

- Update on Little Turtle Creek- There was discussion among Councilmember Maniglia and Town Staff.
- Update on “A” Road
- Update on 43rd Road
- Keshavarz footprint

Phillis Maniglia (Seat 1)

- Town Hall- open on Monday
- 50/50 Cost Sharing
- Permit Boxes
- Minutes
- Resolution
- Canals
- Code Enforcement-move on without CAP

Laura Danowski (Seat 2)

- Survey-going green, global warming
- Donations for Dress for Success

Mayor Robert Shorr (Seat 4)

- “A” Road- move forward.
- Paving (OGEM)
- Cost Sharing
- Volunteer Program
- Cable/Phone franchise fee
- Scholarship
- Page # agenda
- Monthly report from Public Works

TOWN STAFF COMMENTS

Town Manager

No Comment.

Assistant Town Manager

No Comment.

Town Attorney

No Comment.

Public Works Director

No Comment.

Town Clerk

No Comment.

ADJOURNMENT

There being no further business the meeting was adjourned at 12:30 a.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

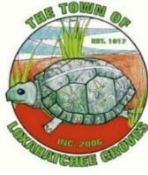
Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
JULY 6, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

COMMENTS FROM THE PUBLIC

There were public comments made by the following Susan Clubb, Katie Lakeman, Robert Miller, Brian McNeal, and Jo Siciliano.

Katie Lakeman- spoke about signs up those states “NO FIREWORS”. She also stated that she has pictures of the property on “A” road. Councilmember Maniglia stated that the fireworks signs are not completely correct and why is this not on the Public Works schedule to put the signs out. Town Manager Titcomb responded. There continued to be discussion among the Town Council and Town Staff regarding fireworks.

Jo Siciliano asked about the Charter Review committee. Mayor Shorr responded that Town Council has instructed the Town Clerk to restart the Committee. Town Clerk responded that information will be going out next week.

Susan Clubb stated she was happy that the roads were getting paved and what is the status of “E” Road getting paved. Councilmember Herzog responded to Ms. Clubb stating that it is a discussion for future budget. Ms. Clubb does it needs residents’ participation for “E” Road. Mayor Shorr responded that the more residents that desire road paved is good. There continue to be discussion among the Town Council and Ms. Clubb.

Brian McNeal spoke about the incident on “B” Road. What the heck is going on “B” Road. Councilmember Maniglia explained the issue to Mr. McNeal. He stated that he wants to put his fence up. Town Manager Titcomb stated that Public Works were directed to remove bollards. Councilmember Maniglia stated she had an issue with this because Public Works should be for maintenance. Mayor Shorr asked Mr. McNeal about his fence and already signed easement. Mr. McNeal responded to Mayor Shorr’s question. There continued to be discussion among the Town Council, Town Staff, and Mr. McNeal.

Jo Siciliano addressed the Town Council again regarding drainage on “B” road and stated that before paving happens, need to take care of the canals (bring back to original).

Susan Clubb addressed the Town Council again with a few more questions regarding “E” road. Mayor Shorr stated that Ms. Clubb should get with Asst. Town Manager Ramaglia.

Katie Lakeman addressed the Town Council again and asked when the canal start moving water as it has in the past what is going to happen to her road. Mayor Shorr responded to her concern. Councilmember Maniglia also made a comment.

Robert Miller addressed the Town Council regarding spoke about trees being removed near his home and stated that now it is a transfer station. He complained about the bugs, dead plants, fungus, and diseases. Town Manager Titcomb asked for his information. He also stated other issues.

ADJOURNMENT

The workshop was adjourned at 7:00 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

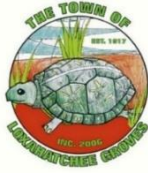
Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
JULY 20, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

COMMENTS FROM THE PUBLIC

There were public comments made by the following Robert Austin, Katie Lakeman, Brian McNeal, Todd McLendon, Jo Siciliano, and Cassie Suchy.

Robert Austin- addressed the Town Council regarding the RV ordinance. Mr. Austin expressed his feelings by stating that the ordinance needs to be tailored to the equestrian season ONLY to the rules that are already set in place. He does not feel that this needs to be a year-round thing due to people allowing any to rent. He is not including relatives. He also feels that there maybe illegal activities going on. There was discussion among the Town Council and Mr. Austin.

Katie Lakeman- asked about guidelines regarding mulch. Doesn't feel as if that fit in the neighborhood. There was discussion among the Town Council, Town Staff and Ms. Lakeman.

Cassie Suchy- asked about the stop sign on south "B" road the sits between two speedbumps, would it not be better resource for our police department on Okeechobee instead there. She also spoke about crime in the area, could we organize people in the community. She stated that she watches everyone on her road. There was discussion among the Town Council and Ms. Suchy.

Todd McLendon-spoke about recent case of ADA compliance. Town Attorney Lenihan responded. Mr. McLendon also spoke about trash/recycling pickup. There was discussion among the Town Council continuing to talk about recycling.

Jo Siciliano asked about the 6 in. that Councilmember Miles were speaking about. Councilmember Miles responded to Ms. Siciliano.

Brian McNeal-what asked what is going on "B" road. Spoke about his home being broken into twice. He also spoke about his meeting with Town Manager Titcomb and Mr. Peters and thanked them. He asked that it not go out to the public as the McNeal/Westlake property, then he continued to explain.

ADJOURNMENT

The workshop was adjourned at 6:54 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF AGENDA REVIEW WORKSHOP
AUGUST 17, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 7:11 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

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

ADDITIONS, DELETIONS AND MODIFICATIONS

Town Clerk Burch announced that the Public Hearing is Quasi-Judicial.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was public comment made by Cassie Suchy. Town Clerk Burch read into record public comment sent in by Dr. Braich.

CONSENT AGENDA

1. Approval of Meeting Minutes.
 - a. February 2, 2021

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

PUBLIC HEARING

Town Attorney Lenihan sworn in all parties.

2. Approval of Resolution No. 2021-38 Town Center TC Pod Site Plan.

Taylor Parker, Engineer of Record for Bohler, gave a PowerPoint presentation and presented the item to Town Council. There was discussion among the Town Council, Town Staff, and Ms. Parker.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve Resolution No. 2021-38 Town Center TC Pod Site Plan with infrastructure presented removing parking from POD TC and related conditions of approved for parking and add condition of approval and bring back plan for parking lot elsewhere in plat; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

3. Approval of Resolution No. 2021-39 Groves Town Center PUD Amendment No. 1 Plat.

Taylor Parker, Engineer of Record for Bohler, gave a presentation to the Town Council. There was discussion among the Town Council, Town Staff and Ms. Parker.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve Resolution No. 2021-39 approving the Groves Town Center PUD amendment N. 1 Plat, for land owned by Loxahatchee Equestrian Partners, LLC., Solarsystems, Inc., and Southern alms Car Wash, consisting of 84,651 acres more or less, located at the Northeast corner of Southern Boulevard and "B" Road Loxahatchee Groves, Florida; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia and Miles. Motion passed unanimously.

There were public comments made by the following: Ken Johnson and Cassie Suchy.

PRESENTATIONS

4. Presentation from Safe Built status update.

Robin Verse, Account Manager for Calvin, Giordano & Associates, Inc., a SAFEbuilt Company gave an update to Town Council regarding the transition of the turnkey contract regarding building and code enforcement. There was discussion among the Town Council, Town Staff, and Ms. Verse.

John Hearing, Code Enforcement Officer introduced himself to Town Council.

5. Presentation from Florida League of Cities regarding financing and borrowing.

Rodney Walton, Financial Services Account Executive for the Florida League of Cities presented an overview of the FL municipal borrowing programs available to the Town including estimated costs for 3-, 10- and 20-year borrowing scenarios. There was discussion among the Town Council, Town Staff, and Mr. Walton.

REGULAR AGENDA

6. Approval of Resolution No. 2021-40 amending of the Solid Waste rate schedule.

Assistant Town Manager Francine Ramaglia presented the item to Town Council. This resolution amends the rate schedule of the Solid Waste and Recycling Collection Service agreement as a Section 49 regarding Franchise Fees. Town Attorney Lenihan also addressed questions regarding this item. There was discussion among the Town Council and Town Staff and Mr. Casagrande.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-40 authorizing the third amendment to the Solid Waste and Recycling Collection Services Agreement with Coastal Waste and Recycling of Palm Beach County, LLC with the changes with the commercial rate; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Marge Herzog (Seat 5)

- Stated that she agrees with Mr. Ken Johnson's concern with the "B" road at the Publix/Aldi and what happen to the round about
- Asked about the Town Logo the turtle- leave alone.
- Spoke about her address stating she lives in Westlake- Town Manager Titcomb asked did she have a drop down she could choose from due to the zip code being shared by multiple cities.

Marianne Miles (Seat 3)

- Line of site at "B" road and Okeechobee Blvd.
- Publix on "B" road it a right turn only at the second exit-can the sign be removed or say just left turn.
- PUD for the Assistant Living Facility- maybe need a Physical Therapy Center

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to extend the meeting to 11:00 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Laura Danowski (Seat 2)

- Overlay on Okeechobee Blvd.
- Who job is to send information to Town Council- Town Manager Titcomb responded to her question.
- She spoke about the Gratitude Basket Food Drive and Toys for Tots box- December 17th.

Phillis Maniglia (Seat 1)

- Trauma Hawk at the Sod Farm
- Update with Comcast/AT&T to work with FPL.
- Canal
- Remove the Assistant Living Faciality from the ULDC-Town Manager Titcomb stated that the ULDC committee has been on hiatus. There was discussion among the Town Council and Town Staff.
- Spoke with Mayor Shorr about when attending meeting in other municipalities that he will discuss (consider) with Town Council. Mayor Shorr responded to Councilmember Maniglia.

Mayor Robert Shorr (Seat 4)

- Annexation

- Tire amnesty
- Thanked Councilmember Maniglia for the white boards and thanked Vice Mayor Danowski for her contribution what is more important. Spoke about budget.
- Annual meeting for Florida League of Cities.
- Palm Beach League of Cities luncheon
- Veteran’s Day Parade and Ceremony

TOWN STAFF COMMENTS

Town Manager

No comment.

Assistant Town Manager

No comment.

Town Attorney

No comment.

Public Works Director

No comment.

Town Clerk

No comment.

ADJOURNMENT

The being no further business the meeting was adjourned at 11:02 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

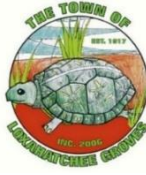
Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
SEPTEMBER 8, 2021**

*Meeting audio available in Town Clerk's Office
Meeting available on YouTube*

CALL TO ORDER

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

PRESENT

Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Town Manager Titcomb, Asst. Town Manager Ramaglia, Town Attorney Lenihan, Public Works Director Peters, and Town Clerk Burch.

COMMENTS FROM THE PUBLIC

There were public comments made by the following: Dr. Deborah Marshall, and Virginia Standish.

Dr. Marshall addressed the Town Council expressing her concerns regarding the commercializing of Okeechobee Blvd., speaking about Kendall Country and Davie Sunshine Ranches. She also spoke about low impact, lighting, tree canopy, and preservation of life. Then she stated what she wants to see on Okeechobee Blvd. There was discussion among the Town Council and Dr. Marshall.

Virginia Standish addressed the Town Council stating that an agriculture/residential lifestyle is what increase the community as a whole. She also stated that she has been receiving numerous phone calls about the replacing of a culvert that was on "E" Road, she wanted to know what the emergency was and who is paying for the culvert. Town Manager Titcomb responded to Ms. Standish. There was discussion among the Town Council, Town Staff, and Ms. Standish.

There continued to be discussion regarding the culvert on "E" Road with the Town Council, and Town Staff.

Katie Lakeman addressed the Town Council stating that she is glad that there is some emergency way to fix her little culvert. There was discussion among the Town Council, Town Staff, and Ms. Lakeman.

Councilmember Maniglia asked about signs stating no unauthorized motor vehicles, there was discussion among the Town Council about signage and Town Staff.

ADJOURNMENT

The workshop was adjourned at 7:00 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF REGULAR MEETING
SEPTEMBER 8, 2021**

*Meeting audio available in Town Clerk's Office
Meeting is available on YouTube.*

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led Pledge of Allegiance.

MOMENT OF SILENCE

Mayor led a prayer.

ROLL CALL

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

ADDITIONS, DELETIONS AND MODIFICATIONS

Councilmember Maniglia asked a question regarding reconsidering a motion and six (6) months waiting period. Town Attorney Lenihan responded to her question.

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

Town Manager Titcomb introduced the new Building Official from SAFEbuilt Anthony Giardino. Mr. Giardino addressed the Town Council.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by following: Michael Newkirk, Frank Schiola, and Virginia Standish.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to receive and file letter given by Mr. Schiola that he receives from Coastal Recycling and Waste; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

CONSENT AGENDA

1. Approval of Meeting Minutes.

- a. May 18, 2021, Town Council Workshop/Special Meeting
- b. June 1, 2021, Community Resident’s Workshop Meeting
- c. June 1, 2021, Town Council Regular Meeting

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve the Consent Agenda item # 1; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- 2. Approval of Resolution No. 2021-41 Triple A Sod – Roadside sodding from ITID contract.
PULLED FROM AGENDA

Vice Mayor Danowski asked about the piggyback of Triple A Sod, and she also asked did we approach A Garden Center who is a local vendor. Town Staff responded to Vice Mayor Danowski’s question. Councilmember Maniglia asked about the formal agreement. Town Attorney Lenihan responded.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-41 for agreement with AAA Garden Center to provide and install sod throughout the Town pursuant to “Best Interest” provisions of the Code of Ordinances; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- 3. Approval of 3-yr financing agreement of Kubota tractor, council approved purchase 4.20.21.
PULLED FROM AGENDA

Councilmember Maniglia stated what her issue is that almost every culvert in this town has been mangled by the mower. She continued to express her thoughts. She then asked Public Works Director Peters going to do protect the mower’s arm and blade. Mr. Peters responded to Councilmember’s Maniglia’s concerns. Mayor Shorr asked about the delivery time. Mr. Peters responded.

There was a consensus by the Town Council to lower the reserve for the Thang-A-Ma-Digger to 85,000.00 dollars.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve the Resolution No. 2021-45 approving the lease-purchase of the equipment through Leasing 2, Inc; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

PRESENTATION

- 4. Kim Delaney, Director of Strategic Development and Policy, Treasure Coast Regional Planning Council /TCRPC.

Kim Delaney, Director of Strategic Development and Policy, Treasure Coase Regional Planning Council/TCRPC presented to Town Council a PowerPoint presentation by introducing what is the Treasure Coase Regional Planning Council/TCRPC is, her role in the company and how they may help the Town of Loxahatchee Groves. Councilmember Maniglia asked her has she reviewed our overlay, is there a cost if asked to review. Ms. Delaney responded that they would review. There was discussion among the Town Council, Town Staff, and Ms. Delaney.

FIRST BUDGET AND PUBLIC HEARING

5. Discussion of proposed tentative millage rate and proposed FY 2021/2022 Budget. Town Manager Titcomb presented the item to the Town Council. He also read in the record in accordance with Florida Statutes Chapter 200.065 sets forth the procedures to follow for each local government in adoption of the annual property tax millage, levy, and budget. In accordance with these regulations, the millage rate is applied to the June 24, 2021, certified total taxable value of \$388,826,388 to calculate the ad valorem revenue for the Fiscal Year 2021/2022 budget. The proposed millage rate of 3.0 mills is the same as it was in Fiscal Year 2020/2021 as well as the same as the preliminary TRIM rate adopted on July 6, 2021. Although the same rate as in the prior year, this same proposed millage rate is 6.45 % above the rollback rate of 2.8181 mills. The proposed millage rate generates property tax revenues of \$1,166,479 which is an increase of \$90,110 from Fiscal Year 2021/2022 property tax revenues (these amounts are at 100% without consideration to discounts and collection fees. As budgeted by law at 95%, revenues are \$1,108,154 representing an increase of \$76,356). The proposed budget for all funds totaling \$5.2 million (excluding transfers between funds) maintains funding for existing levels of service. Council held budget workshops jointly with the Finance Audit and Advisory Committee (FAAC) on August 9th, 16th and 23rd to discuss the proposed operating and capital budgets. This is the first public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with Florida Statutes Chapter 200.065. The second public hearing and adoption is to be held on September 21, 2021. Asst. Town Manager Ramaglia also address the Town Council by giving an overview the upcoming Fiscal Year's budget. There was discussion among the Town Council and Town Staff regarding the items 5a, 5b, 5c,5d, 5e, and item 6.

- a. Summary presentation of the FY22 proposed tentative millage rate and budget overview. Town Manager announcement of the percentage by which the adopted tentative millage rate exceeds the roll back rate.
- b. Approval of Resolution No. 2021-42 adopting the tentative millage rate for FY 2021-2022.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-42 adopting the tentative millage for Fiscal Year 2021/2022, directing the advertisement for the second Public Hearing on September 21, 2021; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- c. Approval of Resolution No. 2021-43 adopting the tentative budget for FY 2021-2022.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution 2021-43 adopting the proposed Fiscal Year 2021/2022 budget including balances brought forward and related fiscal policies; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- d. (d. & e.) Budget and policy exhibits attached.

6. Approval of Resolution No. 2021-44 adopting the Solid Waste Assessment.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to extend the meeting to 11:30; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-44 adopting the final FY 2021-2022 non-ad valorem assessment rates, budgets, and assessments rolls for Residential Solid Waste Collection Services; it was voted as follows: Ayes: Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Nay: Mayor Shorr. Motion passed 4-1.

Town Council Recesses to convene as the Dependent District Board of Supervisors at 11:05 p.m.

The Board of Supervisors for the Dependent Water Control District was called to order at 11:05 p.m. by Chair Danowski.

7. Approval of Resolution No. 2021-DD05 adopting the Road & Drainage Acreage Assessment. Town Attorney Lenihan addressed the question that was asked of her regarding the assessment for the Road & Drainage Acreage Assessment. There was discussion among the Board and Town Staff.

Motion was made by Board of Supervisor Maniglia seconded by Board of Supervisor Herzog to approve Resolution No. 2021-DD05 adopting the Road & Drainage Acreage Assessment; it was voted as follows: Ayes: Board of Supervisors Herzog, Maniglia, Miles, and Shorr. Nay: Chair Danowski. Motion passed 4-1.

Dependent District Board of Supervisors adjourns to reconvene as Town Council at 11:23p.m.

PUBLIC HEARING AND REGULAR AGENDA

8. Approval of Ordinance No. 2021-07 on second reading amending Section 100-005 “Local and Collector Roadways, generally” Of Part IV “Parking and Loading, Access and Subdivision, Sight Distance” Of Its Unified Land Development Code to provide for a maximum speed limit of 25 Miles per hour on roadways within the Town boundaries other than Okeechobee Boulevard and Southern Boulevard.

Town Attorney Lenihan read Ordinance No 2021-07 into the record.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve the on second reading of Ordinance No. 2021-07 amending Section 100-005 “Local and Collector Roadways, generally” Of Part IV “Parking and Loading, Access and Subdivision, Sight Distance” Of Its Unified Land Development Code to provide for a maximum speed limit of 25 Miles per hour on roadways within the Town boundaries other than Okeechobee Boulevard and Southern Boulevard; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Trauma Hawk update-Town Manager Titcomb gave an update.
- Bellsouth and Comcast working with Florida Power & Light.
- “C” Road & 24th Culvert (Mr. Harris)-bring back in October.

There was a consensus by Town Council to have Mr. Peters to bring back information regarding the “C” Road & 24th the first meeting in October.

- “D” Road- MOT (Hardrives doesn’t use MOT)- why Hardrives are not hiring MOT-There was discussion among Councilmember Maniglia and Mr. Peters.

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

- Thanked staff.

Laura Danowski (Seat 2)

- Gave thanks to Francine and Jamie regarding the budget.

Marianne Miles (Seat 3)

- Thanked Francine and staff.
- Assessments/Taxes-as Town Council try to do the best they can do.

Marge Herzog (Seat 5)

- Lost during 9/11.
- Thanked staff.

Mayor Robert Shorr (Seat 4)

- Annexation-review
- Indian Trails-moved forth to Tallahassee for incorporation.
- Employees
- Charter Review- 4-year terms
- Trails
- Thanked Francine.

TOWN STAFF COMMENTS

Town Manager

- Emailed that went out in being involved in Florida League Legislative Conference.

ADJOURNMENT

There being no further business meeting adjourned at 11:45 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
SEPTEMBER 21, 2021**

*Meeting audio available in Town Clerk's Office
Meeting available on YouTube*

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:03 p.m.

PRESENT:

Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles (via zoom), Town Manager Titcomb, Asst. Town Manager Ramaglia, Town Attorney Lenihan, Public Works Director Peter, Town Planning Consultant Fleischmann, and Town Clerk Burch.

COMMENTS FROM THE PUBLIC

There were comments from the public from the following: Patrick Barrett, James Edward, Brian McNeil, Virginia Standish, Cassie Suchy, and Deborah Suffox, and Susan Taylor, Esq.

James Edward, general contractor for FPL addressed the Town Council to use the property at the corner of Folsom and Okeechobee for a station to store their trucks and equipment. He gave a document of the space. There was discussion from the Town Council and Mr. Edward.

Patrick Barnett-contractor for FPL- looking for temporary field office. He continued to expand on what Mr. Edward presented.

Susan Taylor, Esq. attorney for the property owner of the site at the corner of Folsom and Okeechobee. She presented the current site plan of the property and asked that the Town Council receive and file. She then continues to present to the Town Council.

Deborah Suffox- one of the owners of the Day property she also addressed the Town Council of the request of using the property as a temporary field office. There was discussion among the Town Council and Ms. Suffox.

Cassie Suchy commented on the topic of what has been discussed and the budget (can the public speak before and after the item).

Brian McNeil-fencing on his property. There was discussion among the Town Council and Mr. McNeil.

Virginia Standish-

- Code Enforcement
- Commented about the Day property that was presented early to Town Council.

ADJOURNMENT

The workshop was adjourned at 6:55 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF FINAL BUDGET HEARING AND REGULAR
MEETING
SEPTEMBER 21, 2021**

*Meeting audio available in Town Clerk’s Office
Meeting is also available on YouTube.*

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:06 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 (via Zoom) and Margaret Herzog, Town Manager James Titcomb, Asst. Town Manager Francine Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, Town Planning Consultant James Fleischmann, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve the agenda with the modification reorganizing the item to be heard in this order items 1,4,3, and 2; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by the following: Virginia Standish and Kevin Babington (read into record by Town Clerk Burch).

CONSENT AGENDA

1. Approval of “Fireworks” local bill for limited exemptions.

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

FINAL BUDGET AND PUBLIC HEARING

2. Pursuant to F.S. 200.065(2)(d) & (e), the following announcement must be made:

“The Town of Loxahatchee Groves, Florida’s rolled back rate is **2.8181** The percentage increase in property taxes for Fiscal Year 2021/20211 is **6.45%** and the Town’s millage rate to be adopted is **3.0000** mills”. **MOVED TO BE HEARD LAST.**

Town Manager Titcomb presented the item to the Town Council. He also read into record the following: “The Town of Loxahatchee Groves, Florida’s rolled back rate is **2.8181** The percentage increase in property taxes for Fiscal Year 2021/20211 is **6.45%** and the Town’s millage rate to be adopted is **3.0000** mills”. Asst. Town Manager Ramaglia presented the Town Council an update of what changes had been made since the First Budget Hearing which was held on Tuesday, September 8, 2021and an overview of the upcoming budget. There was discussion among the Town Council, and Town Staff.

- a. Approval of **Resolution No. 2021-49** adopting the final 2021-2022 millage rate.

Motion was made by Councilmember Maniglia seconded by Mayor Shorr to approve Resolution No. 2021-49 establishing and adopting the Final Millage for the Town of Loxahatchee Groves, Florida pursuant to the Budget Summary for the Fiscal Year 2021-2022; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- b. Approval of **Resolution No. 2021-50** adopting the final 2021-2022 operating budget.

There was public comment by Virginia Standish.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-50 adopting a Final Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; it was voted as follows: Ayes: Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Nay: Vice Mayor Danowski. Motion passed 4-1.

PUBLIC HEARING

3. Approval of second reading of **Ordinance No. 2020-03** Comprehensive Plan amendments proposed by the Town of Loxahatchee Groves, to amend the Town of Loxahatchee Groves comprehensive plan to: (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 policies 2.2.5 and 2.5.4 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 Planning Consultant Fleischmann presented the item to the Town Council. There was discussion among the Town Council and Town Staff.

Town Attorney Lenihan read Ordinance No. 2020-03 into the record.

There was public comment made by Nina Corning, Fran Holden, Deborah Marshall, Virginia Standish, Cassie Suchy, and Wilme Gesell (read into record by Town Clerk)

Motion was made by Councilmember Maniglia seconded by Mayor Shorr to postpone on second reading Ordinance No. 2020-03 on or before a year; and ask the state for an extension and during that time ask Treasurer Coast Regional Planning Council to review the overlay, the overlay design, give comments to Town Council and give residents of this town more time and an opportunity to ask questions and let the Town Council know what the results are; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

REGULAR AGENDA

4. Approval of the TPA/ILA agreement with Palm Beach County. **MOVED TO BE HEARD AFTER ITEM # 1.**

Town Manager Titcomb presented the item to the Town Council and stating the changes to the item's backup. Town Manager Titcomb also passed out a copy of an email from Mr. Uhren, P.E. Executive Director of the Palm Beach Transportation Planning Agency. Mary McNicholas, Town Lobbyist, gave an overview of the item, she also read into the record the email from Mr. Uhren, P.E. and Patricia Barr, PE, of Simmons & White, Town's Traffic Engineers also addressed the Town Council. There was discussion among the Town Council, Town Staff, Ms. McNicholas, and Ms. Barr.

There were public comments made by the following: Cassie Suchy and Daniel Phan.

Motion was made by Mayor Shorr seconded by Councilmember Miles to not move forward with the TPA/ILA agreement; it was voted as follows: Ayes: Mayor Shorr, and Councilmember Miles. Nays: Vice Mayor Danowski, Councilmembers Herzog, and Maniglia. Motion fails 2-3.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to bring back a finalized ILA with all the very official nouns and verbs and the number, the final cost for what the Town is responsible at either the maximum amount or the minimum amount to be discussed and decided on Tuesday, September 28, 2021, at 4:00 p.m. Assistant Town Manager Ramaglia will bring back a number of what a potential annual cost maybe with staff changes; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Okeechobee Overlay/Code Enforcement
- Culverts
- Signs for the Trails/access for Fire Rescue
- Thanked Council for not squishing the TPA grant.
- Standardizing roads at 18 ft.
- Thanked everyone for working together.

Laura Danowski (Seat 2)

- Thanked everyone for tonight.
- See a lot more respect on the dais.
- Glad we got through the budget.
- Look forward to Veteran's Day.

Marianne Miles (Seat 3)

- Tough night for her/new appreciation of the internet.
- Please watch what you read and post.
- Upcoming Election/watch your words.

Marge Herzog (Seat 5)

- Please to see things move smoothly.
- Thanked staff for having what was needed when needed.
- Thanked everyone for reaching out to the Council.

Mayor Robert Shorr (Seat 4)

- Temporary use/ULDC
- Grader/Grading Schedule

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

TOWN STAFF COMMENTS

Town Manager

- Property Owners who spoke earlier at the Community Resident Workshop.
- Thanked the staff.
- Mention Charter Review meeting tomorrow.

Assistant Town Manager

- Stated she appreciated the apology.

Public Works Director

- Announced to the Council that Michael Capocéfalo has resigned.

ADJOURNMENT

There being no further business the meeting was adjourned at 10:38 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

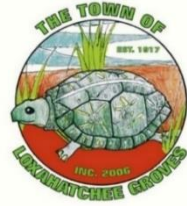
Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY RESIDENT WORKSHOP
OCTOBER 19, 2021**

Meeting audio available in Town Clerk's Office

CALLED TO ORDER

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

PRESENT:

Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles (attended by phone), Town Manager Titcomb, Town Attorney Lenihan, Public Works Director Peters, and Town Clerk Burch.

COMMENTS FROM THE PUBLIC

There were public comments made by the following: Brian McNeal, Virginia Standish, and Cassie Suchy

Ms. Standish addressed the Town Council by stating that when the Town Council is in the process of planning to please consider new ways to accommodate large deliver trucks to come into businesses off of Southern Blvd. There was discussion among the Town Council, Town Staff and Ms. Standish.

Ms. Suchy addressed the Town Council that she may have come in at the tail end of the previous conversation but wanted to about the Town protecting residents from developers.

Mr. McNeal addressed the Town Council about his concerns on the following: drones looking down on his property, fence, and dust on the road (consider dust control).

There was discussion among the Town Council, and Town Staff regarding the bollards, and easements for drainage.

Supervisor of Elections Wendy Santory Link address the Town Council by giving an update of the upcoming Election, she spoke about the Express Voting machine, she also spoke about the County becoming the Supervisor of Elections for the Town and what that would consist of and having the County serve as the Canvassing Board, she also spoke about redistricting. She also presented a PowerPoint presentation. There was discussion among the Town Council, Town Staff, and Ms. Santory-Link.

ADJOURNMENT:

There being no further business the meeting adjourned at 6:52 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Margaret Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF REGULAR MEETING
OCTOBER 19, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:00 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 Margaret Herzog, Phillis Maniglia, and Marianne Miles (attending by phone), Town Manager James S. Titcomb, Assistant Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

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

Phillip Olavarria, District Chief of the 2nd Battalion, introduced himself to the Town Council. There was discussion among the Town Council and District Chief Olavarria.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was public comment made by Virginia Standish.

CONSENT AGENDA

1. Approval of Meeting Minutes.
 - a. October 5, 2021, Community Resident Workshop
 - b. October 5, 2021, Town Council Regular Meeting

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve the Consent Agenda item 1 a and b; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

2. Approval of renewal and amendment to Master Contract for Palm Beach Aggregates.

PULLED FROM THE CONSENT AGENDA

Councilmember Maniglia asked that item 2 be pulled from the Consent Agenda for discussion. She then asked Town Attorney what the changes are and where they highlighted. Town Attorney Lenihan responded that this is a renewal and amendment and everything else in the agreement stands. Councilmember Maniglia thanked the Town Attorney and stated that was her question.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-54 authorizing the entry agreement with Palm Beach Aggregates, LLC; 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 are necessary to implement this resolution; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Mayor Shorr asked what happens if the road is not on the list, what happens. Public Works Director Peters responded. There was discussion among the Town Council and Mr. Peters.

PRESENTATION

3. Update from Coastal Recycling and Waste (John Casagrande)

Mayor Shorr stated how the section would be conducted.

John Casagrande, Vice President for Coastal Waste and Recycling presented the item to the Town Council stating that there is no official presentation just wanted to discuss some issues that has been going on either through Town Council or Town residents such as cost. He stated that he and Town Staff had a meeting and came up with some of the items that are on the whiteboard to see how we can up with a solution which will be beneficial to the residents by looking at vegetation, and recycling. Asst. Town Manager Ramaglia stated that she feels that a reminder of the first ordinance may need to be given which was given by Town Attorney Lenihan. After getting a refresher update from the Town Attorney, Asst. Town Manager Ramaglia addressed the Town Council. Councilmember Maniglia asked could the public see the board. Town Manager Titcomb responded no but will make sure it is available. Commissioner Maniglia expressed her concern and stated that she is unhappy with us not having a recycling truck. Vice Mayor Danowski also expressed her concerns. Asst. Town Manager Ramaglia responded. Councilmember Herzog stated that she is from a county up north where they recycled everything on a Saturday morning and that it was worth it. She stated likes the central drop off but would feel better knowing that the big bine was to generate some financial gain for the Town and have more control of what is coming and going instead of dumping in the garbage truck and receiving no monies at all. Councilmember Miles asked was the truck a new or used truck. Mr. Casagrande responded, he also responded to Councilmember Maniglia's earlier question. Councilmember Miles then continued to make her comments. Mayor Shorr also expressed his thoughts about the extra trips on the road and other concerns. There continued to be discussion among the Town Council and Mr. Casagrande. There was also conversation among the Town Council, Town Staff and Mr. Casagrande regarding vegetation. Town Attorney Lenihan thanked Mr. Casagrande for meeting with staff multiple times to get this information to Town Council.

There was consensus by Town Council to keep track in a data base regarding green tags and give a breakout on vegetation. It was also decided to have a community wide pickup.

There was public comment from Cassie Suchy.

REGULAR AGENDA

4. Discussion of scope and direction on Cost Sharing for the following:
 - a. Bridge Culvert Replacement at 25th Place North and C Road

Public Works Director Peters presented the item to the Town Council regarding the replacement of the bridge culvert at 25th Place North and “C” Road. He stated that he has gotten 3 quotes for this location. Vice Mayor Danowski stated she has no problem with the Town paying like for like but then stated if someone moves at the property and tries to change the cost should be taken care by them. She also asked for an explanation for the cost difference, she also asked Mr. Peters what he would choose. Mr. Peters responded to Vice Mayor Danowski’s question by stating he would choose Johnson-Davis. Councilmember Maniglia made comments regarding this matter and also stated that she would go with Johnson-Davis and agree we need to extend our pipes. Councilmember Miles stated that she also agrees going with Johnson-Davis but like BHT Earthworks, Inc. price and what she would like to see happen is going to the property owners. Councilmember Herzog also stated that we should go with Johnson-Davis and why is the Town paying for this when other residents had to go get a loan. Mayor Shorr stated his comment stating we have the money to do, and he continued to express his thoughts. He asked Asst. Town Manager Ramaglia how this cost sharing work would. He agrees with Councilmember Miles to have our residents pay the least cost. There continued to be discussion among the Town Council.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve the Johnson-Davis bid with reinforcement pipe 60x40 with the price of 61,400 dollars, if residents doesn’t pay then go with the 60x30 pipe with the price of 57,400 dollars; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Mr. Peters will get with Johnson-Davis and Staff will speak with the residents.

- b. Referendum Road Paving.

Town Attorney Lenihan stated that these six roads were approved for cost sharing voted by a referendum question and will bring back the financing of it back to the Town Council. There was discussion among the Town Council and Town Staff.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve agenda item 4b with the stipulation of Los Angeles Drive being paved until after the issue with the drainage have been resolved; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Town Manager Titcomb stated that there was one more item in Town Staff comments that would need to be discussed and maybe timely so could there be a motion to extend.

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

Town Manager Titcomb passed out two documents Town of Loxahatchee Groves (Potential) 2021-2022 State Legislative Appropriations Requests and the Town of Loxahatchee Groves 2021 Fiscal Year Budget (FY 22) Proposed Capital Plan Population spreadsheets. He then continued to explain the item. There was discussion among the Town Council and Town Staff.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to extend the lobbyist Sluggett and Associates for the next five (5) months; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

There was consensus by Town Council to authorize the Town Manager, Mayor, and Lobbyist to meet directly with the State Representative.

TOWN COUNCILMEMBER COMMENTS

Marianne Miles (Seat 3)

- Bollards
- Thanked everyone for putting all the referendum roads on the paving list.
- Any time there is opportunity to enhance the roads by our Southern Blvd corridor that the Town asked the businesses to support paving either in front or behind their businesses.
- Hurricane Season
- Coastal

Phillis Maniglia (Seat 1)

- Roadway standard
- Dust control
- Newsletter
- Workshop for the residents
- Excavator

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

Marge Herzog (Seat 5)

- America Rescue Plan Act (ARPA)
- Congratulated to Town Clerk for her appointment as Palm Beach County Municipal Clerk President
- What are we doing for Government Week?
- TPA of Palm Beach virtual meeting on the 26,27 an 28th – Problem with Southeast Florida Truck Park issues.
- Parade in Wellington- December 12th – Town Clerk will make sure Town Council is entered to participate in parade.

Laura Danowski (Seat 2)

- Gave phone number 561-229-1568 Shan Moore Regional Supervisor for FPL Storm Secure Storm Underground.

- Reminder for the Holiday Gratitude Basket/ Toys for Tots
- Veteran’s Day Parade

Mayor Robert Shorr (Seat 4)

- Thanked Logan the Eagle Scout for the Veterans bench and flags in front of Town Hall.
- Drainage projects- get a list.
- Excavator – County has a GradeAll for auction- Is there money in the budget for equipment this year.

Motion was made by Mayor Shorr seconded by Vice Mayor Danowski to purchase a GradeAll from the Palm Beach County auction not to exceed \$ 50,000.00; it was voted as; MOTION WAS WITHDRAWN.

- Coffee With the Mayor.
- Drainage RFP (Request for Proposal)- There was discussion among the Town Council and Town Staff.

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

TOWN STAFF COMMENTS

Town Manager

- FLC State/County Ethics Course in person at the Village of Palm Springs
- Was contacted by Indian Trail Improvement District about unpermitted cross over between 161st and 162nd. There was discussion among the Town Council and Town Staff.

Assistant Town Manager

No comment.

Town Attorney

- Wanted to know if Town Council received the requested assessment opinion that was asked for her to look into.

Public Works Director

No comment.

Town Clerk

No comment.

ADJOURNMENT

There being no further business the meeting adjourned at 11:50 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

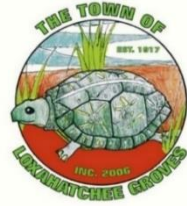
Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Margaret Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY RESIDENT WORKSHOP
NOVEMBER 2, 2021**

Meeting audio available in Town Clerk's Office

CALLED TO ORDER

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

PRESENT:

Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia (arrived 6:10p.m.), and Miles, Town Manager Titcomb, Town Attorney Lenihan, Public Works Director Peters, and Town Clerk Burch.

COMMENTS FROM THE PUBLIC

There were public comments from Virginia Standish

Ms. Standish stated the following: Nice to see how the Town's staff was over the weekend (a lot of clear cutting-how are they getting away with this. She also asked that Town staff not accept excuses for people who clear cut and she asked about the property on the Northeast corner of C Road and Okeechobee Blvd. is applying for permits to be a transfer station (please confirm-is that this is a legal permitted use in the Town). There was discussion between the Town Council and Ms. Standish. Town Manager Titcomb also responded to Ms. Standish's concerns. There were continued discussion among the Town Council and Ms. Standish.

Councilmember Maniglia asked Town Clerk Burch about the newsletter. Town Clerk Burch responded. There was discussion among the Town Council and Town Staff.

Ms. Lakeman stated the following: thanking all who helped her with her C Road dilemma. She also asked how she contacts Town Hall. Town Manager Titcomb responded to her concerns. She also asked about the yellow signs that are behind Aldi's. Town Manager Ticomb responded that they are curtesy notice.

Ms. Suchy stated that she was looking at Town's Code of Ordinance for permitted uses, she stated that maybe the Town need to revisit due to some of the permitting that are so is allowed. She also spoke about the C Road property. There was discussion between she and Town Manager Titcomb. She also asked about the pond on the property asking is there a special flood plan permit. Town Manager Titcomb responded. Councilmember Maniglia asked since we have a Building

department now, can fines be issued. Town Manager Titcomb responded. There was discussion among the Town Council, Town Staff, and Ms. Suchy.

Ms. Standish asked about in obtaining a site plan regarding tree litigation, she stated that she thought a review for gopher tortoise is being done. Town Manager Titcomb responded. There was discussion among the Town Council and Town Manager.

Ms. Lakeman addressed the Town Council thinking Mr. Peters from unblocking her culvert. Councilmember Maniglia asked Mr. Peters had he purchased anything that can blow the smaller culverts. Mr. Peters responded, no but he would look into it.

William Stansbury, of the Palm Beach County Fire Recue introduced himself to the Town Council. Councilmember Herzog asked if he could explain what actives are run out of the office on Pike Road. Mr. Stansbury responded. There continued to be discussion between the Town Council and Mr. Stansbury.

Councilmember Maniglia stated that she has been receiving phone calls regarding not getting employees to respond to their emails and phone calls, specifically in the permitting department. Councilmember Maniglia also stated that she informs them to contact the Town Manager. Town Manager Titcomb responded.

ADJOURNMENT:

There being no further business the meeting adjourned at 6:53 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Margaret Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF REGULAR MEETING
NOVEMBER 2, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 7:01 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 Margaret Herzog, Phillis Maniglia, and Marianne Miles, Town Manager James S. Titcomb, Assistant Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Councilmember Maniglia asked if item 11 to be before item 6.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to modify the agenda by moving item 11 to be heard before item 6 and approve remaining agenda; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was no public comment.

CONSENT AGENDA

- 2. Receive and File purchases in accordance with Ordinance 2020-02 for United Rentals North America and Palmdale Oil Company, Inc.

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

- 1. Approval of *Resolution No. 2021-56* purchasing of the GradeAll XL5100 Excavator.
PULLED FROM AGENDA

Councilmember Maniglia asked why this item was on the Consent Agenda. Town Attorney Lenihan responded to her concern. She also asked about the update on the excavator. Mr. Peters, Director of Public Works responded. There was discussion among the Town Council and Town Staff regarding this item.

Councilmember Maniglia also asked about the status of staff in the Public Works department. Mr. Peters responded. Assistant Town Manager Ramaglia also responded to Councilmember Maniglia's concern. She also asked about the water truck. Vice Mayor Danowski asked what does the GradeAll do? Mr. Peters responded. There was discussion among the Town Council regarding this item.

Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to approve Resolution No. 2021-56 to approve the purchase of the GradeAll XL 5100 Excavator; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

3. Receive and File vendors payments in FY 2021 between \$10,000 and \$ 25,000. **PULLED FROM AGENDA**

Councilmember Maniglia asked was this item for housekeeping. Town Manager Titcomb responded to her question.

Vice Mayor Danowski asked the status of the audit. Assistant Town Manager Ramaglia responded to Vice Mayor Danowski's question. There was discussion among the Town Council and Town Staff.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to receive and file vendor payments in FY 2021 between \$10,000 and \$25, 000; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

PROCLAMATION

4. National Hunger & Homelessness Awareness Week.

Councilmember Maniglia asked what bought this proclamation about and what are we going to do about the homelessness. Mayor Shorr responded that it came to him, and he felt it should be done. Town Clerk Burch read the proclamation into the record.

Councilmember Herzog is there more we are going to do as a Town beside reading a proclamation. Town Clerk Burch responded to her question.

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

PRESENTATION

5. Update from SAFEbuilt regarding Building and Code Enforcement – John Stone.

Mr. John Stone, Regional Manager for SAFEBuilt addressed the Town Council with an update on the progress with the transitioning of building and code service from Palm Beach County to in-house services. He also gave a copy of the timeline of this transition. He introduced Anthony Giardino, Building Official, John Herring, Code Officer, Bernard Pita, Code Enforcement

Manager, and Joti Neck. Mr. Pita, Mr. Herring, and Captain Turner also addressed the Town Council. Spoke about public outreach, which would consist of social media, website, and a meet and greet schedule for November 15th at 9:30 a.m. Vice Mayor Danowski complimented Tony for his efforts. There was discussion among the Town Council, Town Staff and SAFEBuilt.

There was public comment made by the following: Cassie Suchy.

PUBLIC HEARING AND REGULAR AGENDA

6. Approval of *Ordinance No. 2021-08* on second reading Qualifying Dates for the March 2022 Election.

Town Attorney Lenihan read *Ordinance No. 2021-08* into the record.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve the Ordinance No. 2021-08 on second reading amending paragraph (3)(d) of Section 3 “Election and Terms of Office” of the Charter to amend the Candidate Qualifying Period; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

7. Approval of *Ordinance No. 2021-09* on second reading Referendum to remove Election Qualifying Dates from Town’s Charter.

Town Attorney Lenihan read *Ordinance No. 2021-09* into the record.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve Ordinance No. 2021-09 on second reading amending paragraph (3) of Section 3 “Election and Terms of Office”; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

8. Approval of *Ordinance No. 2021-10* on second reading adding Qualifying Dates in the Loxahatchee Groves’ Code.

Town Attorney Lenihan read Ordinance 2021-10 into the record.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Ordinance No. 2021-10 second reading amending Chapter 2 “Administration” Article II “Town Council” by adding a New Section 2-20 “Election Qualifying” of the Loxahatchee Groves Code providing for the Candidate Qualifying Period; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

9. Approval of *Ordinance No. 2021-11* on second reading Referendum to amend Signature Requirements in the Town’s Charter.

Town Attorney Lenihan read Ordinance 2021-11 into the record.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Ordinance No. 2021-10 amending paragraph (12) of Section 5 “Legislative” of the Charter to provide for Signature Authority by the Mayor; it was voted as follows: Ayes: Mayor Shorr, Councilmembers Herzog, Maniglia, Miles. Nay: Vice Mayor Danowski. Motion passed 4-1.

10. Approval of **Ordinance No. 2021-12** on second reading Referendum to amend Canvassing Board in Town’s Charter.

Town Attorney Lenihan read Ordinance 2021-12 into the record.

Motion was made by Councilmember Maniglia seconded Herzog amend Paragraph (5) of Section 7 “Elections” of the Charter for the Canvassing Board to be determined by the Palm Beach County Supervisor of Elections; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, Miles. Motion passed unanimously.

11. Approval of **Ordinance No. 2021-13** on first reading Referendum to amend Section 6 Budgeting and Appropriations. **Moved to be heard before item 6.**

Town Attorney Lenihan read Ordinance No. 2021-13 into record.

There were public comments from the following: Fran Holden and Cassie Suchy.

There was discussion among the Town Council expressing their concerns regarding this Ordinance. Town Staff responded to the Town Council.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to receive and file notes taken at/for at the Charter Review on bond issue at the October 2021 meeting; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to deny Ordinance No. 2021-13 amending 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; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Marge Herzog (Seat 5)

- Stated that she was glad that the Charter committee met and vetted the referendum questions and thanked the staff for getting everything organize and ready for the vote, shows government in action.

Marianne Miles (Seat 3)

- Stated she thinks the GradeAll will be a good machine to have.
- Hope we get the staffing we need to keep what we been doing to keep the Town going.
- Get clipping done and try to keep up with stuff as much as you can, old saying if you “See something, Say something”.
- COVID is a nasty virus- please be safe.

Phillis Maniglia (Seat 1)

- OGEM roads and new Public Works Building- she asked was the drainage, Public Works building was in the upcoming budget. Asst. Town Manager Ramaglia responded. There was discussion among Councilmember Maniglia and Asst. Town Manager Ramaglia.
- North E Road- she asked about grading. Mr. Peters responded to her question. There was discussion among the Town Council and Mr. Peters regarding the Road Rock program.

- Thanked everyone and stated check on your neighbors.

Laura Danowski (Seat 2)

- Asked what the residents' response on C Road was where the culvert needs to be repaired. Town Manager Titcomb responded.
- Asked about the status on B Road. Town Manager Titcomb responded. She also asked about easements for B Road status.
- CODERed

Mayor Robert Shorr (Seat 4)

- Asked can Town Council expect to see on the next agenda regarding road paving? Town Attorney Lenihan and Asst. Town Manager Ramaglia responded.
- Asked for updated proposals for this road paving and RFQ for drainage. Asst. Town Manager Ramaglia responded.
- Bridge across Collecting Canal what is the status.
- Well at south C Road park
- Veteran's Parade
- Legislative Delegation
- Meeting tomorrow at Loxahatchee Groves Elementary with School Board, Indian Trail Improvement District
- Meeting with Lobbyist and Rep. Wilhite
- GradeAll equipment

TOWN STAFF COMMENTS

Town Manager

- Town Clerk being sworn in as President of the Palm Beach County Municipal Clerk Association.
- Pedestrian cut through design at 43rd Road north and 140th.
- Access point at 162nd

Assistant Town Manager

No comment.

Town Attorney

No comment.

Public Works Director

- Stated he appreciate the Town Council support. Town Manager gave KUDOS to Mr. Peters.

Town Clerk

- Stated that if you are a Veteran or know a one and would like to them to be recognized please send information to Town Clerk's Office by November 5th.
- Mentioned the Holiday Parade-Village of Wellington
- Thanked the Town Council for the support that have been given to her.

ADJOURNMENT

There being no further business the meeting was adjourned at 9:45p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL WORKSHOP/SPECIAL WORKSHOP
NOVEMBER 16, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:01p.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 Margaret Herzog, Phillis Maniglia, and Marianne Miles, Town Manager James S. Titcomb, Town Attorney Elizabeth Lenihan, Public Works Director Larry Peters, Town Planning Consultant James Fleischmann, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Councilmember Herzog asked that item 4 be moved to be heard before Comments from the Public on Non-Agenda items.

Motion was made by Councilmember Herzog seconded by Councilmember Maniglia to approve the agenda with the change of moving item 4 before Comments from the public on non-agenda items; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was a public comment made by Cassie Suchy.

CONSENT AGENDA

1. Approval of **Resolution No. 2021-57** approving Agreement with Anytime Labor Southeast Florida, LLC d/b/a LaborMax Staffing for temporary labor services.
3. Approval of **Resolution No. 2021-59** approving Renewal and Amendment of Agreement with Geoffrey B. Sluggett and Associates, Inc. for lobbying services.

Vice Mayor Danowski asked if item 2 could be pulled from the Consent Agenda.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve the Consent Agenda of items 1 and 3; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

2. Approval of *Resolution No. 2021-58* approving Agreement with Core & Main, LP. for purchase of brass fittings and accessories. **PULLED FROM THE CONSENT AGENDA**

Vice Mayor Danowski asked what the need for brass fitting and volume is that we would need a piggyback.

Public Works Director Peters responded to Vice Mayor Danowski's question there was discussion among the Town Council and Town Staff.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to table to the December 7, 2021, meeting; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

PRESENTATION

4. Education Presentation-**MOVED BEFORE COMMENTS FROM PUBLIC ON NON-AGENDA ITEMS**

Mary McNichols, Government Affairs Relations Person, presented the item to the Town Council and introduced Marcia Andrews, Palm Beach County School Board Member for District 6, Ed Tearany, Deputy Superintendent Chief of Schools of Palm Beach County, Rich Myerson, Principal of Loxahatchee Groves Elementary School, Vivian Green, and Kim Lancaster, Dean of Academic Affairs, Palm Beach State College, Loxahatchee Groves Campus. They each addressed the Town Council briefly.

5. Legislative Update – Mary McNicholas

Mary McNicholas, Town Lobbyist gave a Legislative Update to the Town Council.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to support the Corbett Levy Completion Project, it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

PUBLIC HEARING AND REGULAR AGENDA

6. Approval of *Ordinance No. 2021-15* on first reading to amend Building Code.

Town Attorney Lenihan read Ordinance No. 2021-15 into the record. Town Attorney Lenihan presented the item to the Town Council.

Councilmember Maniglia commented that she would like to have the opportunity to read the agenda and get them in a timely manner so that she and the public have more time to review.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve Ordinance No. 2021-15 amending its Code of Ordinance by amending Article 1 “General chapter 10 “Buildings and Building Regulations” regarding adoption of the Florida Building Code and Local Amendments on first reading; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Vice Mayor Danowski asked multiple questions relating to the ordinance. Town Manager and Town Attorney responded to her concerns. There was discussion among the Town Council and Town Staff.

7. Approval of *Ordinance No. 2021-14* on first reading to amend the Unified Land Development Code to allow for Essential Services Support Use.

Town Planning Consultant James Fleischmann presented the item to the Town Council. There was discussion among the Town Council and Town Staff.

Motion was made by Councilmember Maniglia seconded by Herzog to table Ordinance No. 2021-14 on first reading to amend the Unified Land Development Code to allow for Essential Services Support Use- Councilmember Maniglia withdrew the motion.

There were public comments made by the following: Katie Davis, Suzanne Davis (emailed-record into record by Town Clerk), Jerry Hankia (emailed- read into record by Town Clerk), Katie Lakeman, Cassie Suchy, Debbie Suftko, and Kyle Willhite (emailed-read into record by Town Clerk).

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to deny Ordinance No. 2021-14 on first reading to amend the Unified Land Development Code to allow for Essential Services Support Use; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

8. Approval of *Resolution No. 2021-60* approving Interlocal Agreement with Solid Waste Authority of Palm Beach County for Blighted and Distressed Property Clean-up and Beautification Grant.

Asst. Town Manager Ramaglia presented the item to the Town Council stating that the Town applied for and was awarded the Solid Waste Authority’s *Blighted and Distressed Property Clean-Up and Beautification Grant Program* to fund Okeechobee Blvd Intersection Enhancements. It is of note that the amount awarded to the Town for this project is close to 50% of the Solid Waste Authority’s total grant program funding of \$750,000 for this year. The purpose of the Town’s application was to undertake an initiative to address misuse of roadside areas along Okeechobee Blvd with site improvements including five monument signs and five shelters for pedestrians, trash and recycling receptacles, and landscaping at ten locations at key intersections (see attached grant application and description). In order to participate in the program, the Town must execute the accompanying interlocal agreement and grant agreement with a term ending November 30, 2022. Further, the Town must obtain any necessary permits from Palm Beach County for use of right of way with 120 days of executing this document. There was discussion among the Town Council and Town Staff.

There were public comments made by the following: Katie Lakeman, Mary McNicholas, and Cassie Suchy.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-60 authorizing the entry by the Town into an interlocal agreement with Solid Waste Authority of Palm Beach County for a Blighted and Distressed Property Clean-Up and Beautification Grant; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

9. Approval of *Resolution No. 2021-61* approving Road Rock Maintenance Policy and Plan.

Town Staff presented the item to the Town Council. There was discussion among the Town Council and Town Staff.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2021-61 adopting the Road Rock Maintenance Policy and the Road Rock Maintenance Plan; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

10. Approval of *Resolution No. 2021-62* approving Road Paving Policy and Plan.

There was public comment made by Jodi Halsm (emailed- read into record by Clerk), Susan Clubb, and Cassie Suchy.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2021-62 adopting the Road Paving Policy and the Road Paving Plan; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

11. Approval of *Resolution No. 2021-63* approving Agreement with Hardrives of Delray, Inc. for road paving.

Asst. Town Manager Ramaglia presented the item to the Town Council.

There was a public comment made by Cassie Suchy. There was discussion among the Town Council and Town Staff.

Motion was made by Councilmember Herzog seconded by Councilmember Maniglia to approve Resolution No. 2021-63 authorizing an agreement with Hardrives of Delray, Inc. for Roadway Paving and Resurfacing on certain roadways with the Town; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

12. Approval of *Resolution No. 2021-64* on second reading to amend Canvassing Board in Town's Code.

Town Clerk Burch presented the item to the Town Council.

Motion was made Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-64 designating the Supervisor of Elections, or her designee, along with the Town Clerk, and a Town Resident, to serve as the Town's Canvassing Board, including attendance for the Testing of the Electronic Systems Automatic Tabulation Equipment, to Canvass the Municipal Election, and to Certify the Elections Results for the Town's March 9th Municipal Elections; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Glad for the cleanup project
- Asked what plan is for cleaning up the equipment in the Public Works yard. Director Peter's responded. There was discussion among Councilmember Maniglia and Mr. Peters. Councilmember Maniglia also asked about the water truck.
- Thanked the staff for all the great things they do and look forward to the food giveaway.

Laura Danowski (Seat 2)

- Update on the underground project by FPL.
- Asked would the roads that have been approved will it be on the website.
- Gave thanks to staff regarding the Veteran's Day Parade.

Marianne Miles (Seat 3)

- Glad we are moving ahead and keeping in a progressive manner.
- Like that the canals are being cleaned.
- Roads that were spoken about tonight will get some relief.
- Being respectful on the dais, thank we are doing a good job.

Marge Herzog (Seat 5)

- Gathering for the Veteran's was very well done, lots of surprises, and gave **KUDOS** to all that worked on it.

Mayor Robert Shorr (Seat 4)

- Thanked the staff for the past weekend (Veteran's Day)
- Core and Main contract
- Asked about an update on staffing Public Works.
- Asked about RFPs.

TOWN STAFF COMMENTS

Town Manager

- Tri-City Annual Palm Beach County League of City- need to RSVP.
- Spoke about and explained Manager Mondays.
- Talked about new computers-broadcast live.
- Gave an update on C Road and CodeRed.

Assistant Town Manager

- Thank you all for tonight.
- The wonderful job that everyone did for the Veteran's Day event.

Town Attorney

No comment.

Public Works Director

- Stated that Public Works received all 25 miles per hour signs.

Town Clerk

- Spoke about the Chamber of Commerce Winter Holiday Parade.
- Holiday Gratitude Basket.
- Meetings in December.

Motion was made by Councilmember Herzog seconded by Councilmember Maniglia to only have one meeting in the month of December, December 7, 2021; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- Announced that today was the end of Qualifying for the March 2022 election and announced qualifying candidates.

ADJOURNMENT

There being no further business the meeting adjourned at 10:10 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Margaret Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
DECEMBER 7, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

PRESENT:

Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Town Manager Titcomb, Town Attorney Lenihan, Public Works Director Peters, and Town Clerk Burch.

COMMENTS FROM THE PUBLIC

There were public comments made by the following Michael Breen, Mary McNicholas

Public Works Director Peters addressed the Town Council by introducing Mr. Michael Breen, of Breen Acres Aquatics. Mr. Peters stated that he had been in discussion with Mr. Breen with him assisting the Public Works department in cleaning the trash out of the canals. He also stated that Mr. Breen has a contract with South Florida Water Management District so the Town could piggyback on the contract. Mr. Breen address the Town Council introducing himself, his business and experience in this field. There was discussion among the Town Council, and Mr. Breen. Town Council thanked Mr. Breen.

There was consensus by the Town Council to bring forth a scope of work and presentation to the Town Council at a future meeting.

Mary McNicholas addressed the Town Council stating that she is here on behalf of her family and Vince Ramos- she stated that she has spoken with Public Works Director Peters but had not had an opportunity to speak with Town Manager Titcomb. She stated that there was an accident with involved the mail truck and a fire rescue truck (Fire Rescue was doing training). But she is asking that something be done regarding the shape of the road, trees, and other issues that is on 6th Court Road from Folsom to F. There was discussion among the Town Council, Town Staff, and Ms. McNicholas.

Paul Coleman addressed the Town Council asking what type of millings are being used. Mayor Shorr responded asphalt. Mr. Coleman then gave a brief history of 6th Court Road. He spoke about the grading schedule and what is a grid road. There was discussion among the Town Council, Town Staff, and Mr. Coleman. Mr. Coleman also stated that are we going back to grade some of the smaller roads. Also, thanked Mr. Peters.

There continued to be discussion among the Town Council and Town Staff regarding the grading schedule and staffing in the Public Works Department.

ADJOURNMENT

The workshop was adjourned at 6:53 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF REGULAR MEETING
DECEMBER 7, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:04 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr gave a prayer.

ROLL CALL

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

ADDITIONS, DELETIONS AND MODIFICATIONS

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were no public comments.

CONSENT AGENDA

1. Approval of **Resolution No. 2021-65** approving Agreement with Community Emergency Response Team (CERT).
2. Approval of **Resolution No. 2021-66** approving Agreement with the Division of Emergency Management for ARPA.
3. Approval of **Resolution No. 2021-67** approving first amendment to the Hardrives' road paving contract.
4. Approval of **Resolution No. 2021-68** approving Municipal Election Agreement with the Supervisor of Elections for the March 8, 2022, election.
5. Receive and File status of Audit FY 2020.

Motion was made Councilmember Herzog seconded by Councilmember Maniglia to receive and file status of Audit FY 2020; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

6. Approval of *Resolution No. 2021- 69* approving FY 21/22 Budget Amendments.

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

PRESENTATION

7. Kim Delaney, Director of Strategic Development and Policy, Treasure Coast Regional Planning Council (TCRPC).

Kim Delaney, Director of Strategic Development and Policy, Treasure Coast Regional Planning Council (TCRPC) presented a PowerPoint presentation to Town Council. Ms. Delaney stated that she took a detailed tour of the Town with Vice Mayor Danowski to get a better feel of the community and the roadway network, where it is connected and is not, and also working with staff to developing an approach for developing a Loxahatchee Groves' Town vision and mobility plan. In addition, reached out to the staff at Palm Beach TPA, that the TPA would like to partner with the Town for a mobility plan. Also talked with staff on other avenues that Town would like to go in. Councilmember Herzog asked what is needed to move forward. Ms. Delaney responded an Interlocal Agreement with Palm Beach County. Vice Mayor Danowski thanked Ms. Delaney for coming out to tour the Town and asked what a mobility plan is -because the mobility is not the same. Ms. Delaney responded. Councilmember Miles asked what Treasure Coast could bring that Town's staff could not. Ms. Delaney responded. Mayor Shorr asked what other costs that may cost outside your scope.

There was public comment by Ken Johnson.

Motion was made by Councilmember Herzog seconded by Councilmember Maniglia to move forward with Treasure Coast Regional Planning Council (TCRPC); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

PUBLIC HEARING AND REGULAR AGENDA

8. Approval of *Ordinance No. 2021-15* on second reading to amend Building Code.

The Town entered into a contract with SAFEbuilt to provide "turnkey" building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections. In order for the Town to establish its own permitting and inspection's function, it

must first adopt the Florida Building Code and any local amendments allowed by Section 553.73(4)(a), Florida Statutes. The local amendments included in the ordinance are generally those adopted by Palm Beach County, and we have included by reference certain Town codes significant to the building function such as Agricultural Uses, Floodplain Management, Tree Mitigation and Land Clearing. The code is being brought back for second hearing tonight as the Town's interlocal agreement with Palm Beach County terminates on January 3, 2022. Town Staff asked Town Council to consider adopting Ordinance 2021-15 on second reading of the Florida Building Code and Local Amendments.

Town Attorney Lenihan read Ordinance No. 2021-15 into the record.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Ordinance No. 2021-15 amending its Code of Ordinance by amending Article 1 “General” of Chapter 10 “Buildings and Building Regulation”; regarding adoption of the Florida Building Code and Local Amendments; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

9. Approval of *Resolution No. 2021-70* amending Permit Fee Schedule Rates.

The Town most recently updated its comprehensive fee schedule in 2018 which includes limited planning and zoning fees as well as a single permit intake fee. The Town entered into a contract with SAFEbuild to provide “turnkey” building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections. In order for the Town to establish its own permitting and inspection's function, it must first adjust the current schedule of rates, fees, and charges to include all services provided by the Town, including those previously provided by the County under the interlocal agreement. The proposed comprehensive fee schedule becomes effective January 3, 2022. Assistant Town Manager Ramaglia presented this item to the Town Council regarding the fee schedule. There was discussion among the Town Council, and Town Staff.

There was public comment by Paul Coleman.

There was a Consensus by the Town Council for the yard sale permit be changed from 25.00 dollars to 5.00 dollars.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-70 amending a schedule of rates, fees, and charges for Planning and Zoning, Permitting, Code Enforcement, and Other Services and authorizing Town Manager to modify/amend the fee schedule of rates and charges from time to time at his discretion on an annual basis by the Town Council; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

10. Approval of *Resolution No. 2021-71* approval of Impact Fees Interlocal Local Agreement (ILA).

The Town entered into a contract with SAFEbuilt to provide “turnkey” building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections. As part of the Town establishing its own permitting and inspection function, it must enter into the accompanying interlocal agreement with the County to collect required impact fees from applicants within the Town. The agreement is being brought tonight as the Town’s interlocal agreement for building services with Palm Beach County terminates on January 3, 2022. Assistant Town Manager Ramaglia gave an overview of this item regarding impact fees to the Town Council. There was discussion among the Town Council, and Town Staff.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2021-71 approving an Interlocal Agreement with Palm Beach County for collection of County levied impact fees from applicants with the Town; it was voted as follows; Ayes: Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed 4-0. Abstaining: Vice Mayor Danowski. (Form 8B attached)

TOWN COUNCILMEMBER COMMENTS

Marge Herzog (Seat 5)

- Loxahatchee Groves Landowners Association mailers has gone out.
- Meeting place/time for the parade
- Pearl Harbor Day
- Wished everyone a Happy Holiday
- Landowners will have candidates’ forum the fourth Thursday in January.

Marianne Miles (Seat 3)

- Adoption of animals
- Roads-happy they are getting started.
- Glitches with phones
- Thanked the Town’s staff- spoke about public records, and elections.
- Happy New Year

Phillis Maniglia (Seat 1)

- Sad what has happen to the LG Facebook page.
- Paving of roads.
- Thanked everyone- move forward.

Laura Danowski (Seat 2)

- Thanked staff for all they do.
- Shout Out to the Gehring Group-Sponsored a fund raiser for the ARC Group
- Happy Hanukah, Merry Christmas, Happy Kwanza, and all that celebrate. Happy Holiday to everyone.

Mayor Robert Shorr (Seat 4)

- Farm Bureau
- Lights for the dais- to make easier to recognize Councilmembers who would like to speak.
- Float decorating

TOWN STAFF COMMENTS

Town Manager

- Spoke about Manager Mondays
- Public Records Request
- Code Red- push media
- New website options
- Town Council doesn't give themselves enough credit- they have made a lot of progress.

Captain Turner from the Palm Beach County Sheriff Office gave an update to the Town Council. There was discussion among the Town Council and Captain Turner.

Assistant Town Manager

No comment

Town Attorney

- Request for Attorney-Client Session Meeting for December 14, 2021, at 10:00 a.m.

Pursuant to section 286.011(8), Florida Statutes, the Town Attorney announced her desire for advice from the Town Council concerning pending litigation, specifically regarding settlement negotiations and strategy related to litigation expenditures in the case of 444 B Road, LLC and 556 B Road, LLC v. Town of Loxahatchee Groves, Florida, Case No. 2020-CA-000436 and the case of Elaine Smiley, Seth Brier, Country Corner General Store "LLC", and 556 B Road, LLC v. Town of Loxahatchee Groves, William F. Underwood, II, and Underwood Management Services Group, LLC, Case No. 2018-CA-002087(AF), both in the circuit court of the 15th Judicial Circuit, in and for Palm Beach County, Florida and she requested an attorney-client session to be scheduled for December 14, 2021, at 10:00 a.m. The Town Attorney made this request at the Town Council's public meeting held on February 1, 2022. The session will be attended by the members of the Town Council Mayor Robert Shorr; Vice Mayor Laura Danowski; Council Members Phillis Maniglia, Marge Herzog, and Marianne Miles; Town Manager Jamie Titcomb; Town Attorney, Elizabeth Lenihan; and outside counsel Michael Burke. A certified court reporter will be present to ensure that the session is fully transcribed, and the transcript will be made public upon the conclusion of the above-cited, ongoing litigation.

Motion was made by Vice Mayor Danowski seconded by Mayor Shorr to approve having an Attorney-Client Closed Session Meeting for December 14, 2021, at 10:00 a.m.; it was vote as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Public Works Director

No comment

Town Clerk

- Holiday Parade
- Holiday Gratitude Baskets/Toy Giveaway

ADJOURNMENT

There being no further business the meeting was adjourned at 10:10 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Margaret Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF FIRST BUDGET HEARING AND REGULAR
MEETING
SEPTEMBER 8, 2022

Meeting audio available in Town Clerk's Office
Meeting is also available on YouTube.

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

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

ADDITIONS, DELETIONS AND MODIFICATIONS

Town Clerk Burch stated that there were some scribbles errors that needed to be corrected on item #4 the Resolution No. should be 2022-59 instead of 2022-55 accepting easements, item #5 should be Resolution No. 2022-58, instead of 2022-60 designating Acting Town Manager, and item # 9 should be 23 instead of 22.

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by the following: Todd McLendon, Virginia Standish, and Cassie Suchy

PRESENTATION

1. Presentation from Solid Waste Authority and discussion of recycling method.

Ramana Kari, Chief Engineer for the Solid Waste Authority presented a PowerPoint presentation (hard copy can be found in Town Clerk's office) to the Town of Council regarding recycling and giving his recommendations. Mr. Kari's recommendations are as follows:

- Continue the dual-stream curbside collection.
- Do not adopt Community Drop-off locations.
- Shared commitment to the Interlocal Agreement (ILA)
- Continue to be a part of the Recycling Revenue Share program.
- Together, let's work towards making Palm Beach County the No. 1 recycler in the State.

Councilmember Maniglia stated that she finds it interesting that Palm Beach County start recycling in 1975, is that true. Mr. Kari responded that the authority started in 1975, the recycling in Palm Beach County started in 1992. She stated that the idea to stop recycling did not come for Town Council to stop the recycling it was suggested by our waste hauler, so don't be mad at us. She then asked why people do not do the return deposit bottles anymore and why did it stop. Mr. Kari responded that is a statewide issue and it called a Bottle bill, then he continued to explain. She also asked what happens to the contaminated materials, she also stated that according to the chart the Town received about 8, 000.00 dollars. Mr. Kari responded that it is based on commodity and oil prices. Vice Mayor Danowski asked what the total volume of the Town of Loxahatchee Groves. Mr. Kari responded 108 tons/.2%. There continued to be discussion among the Town Council, Town Staff, and Mr. Kari.

There was public comment made by Todd McLendon and Vic Paro.

CONSENT AGENDA

5. Consideration of *Resolution No. ~~2022-60~~ 2022-58* designating Acting Town Manager.

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

2. Approval of Meeting Minutes. **PULLED FROM CONSENT**
 - a. May 5, 2020, Town Council Regular Meeting Minutes
 - b. February 15, 2022, Town Council Workshop/Special Meeting Minutes
 - c. June 21, 2022, Town Council Regular Meeting Minutes
 - d. July 5, 2022, Town Council Regular Meeting Minutes

Councilmember Maniglia stated that she didn't have a comment, she just didn't want the minutes on the Consent Agenda.

Councilmember Herzog stated that reading the minutes were difficult due to things be repeated and this minutes just were not like the usually. Town Clerk Burch responded by saying that these minutes are done almost verbatim.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve Meeting Minutes a-d; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

3. Consideration of *Resolution No. 2022-47* contract for LSSL, Inc. **PULLED FROM CONSENT**

Vice Mayor Danowski asked if Town Staff could give a brief summary of what LSSL, Inc. does. Town Manager Ramaglia responded. There was discussion among the Town Council and Town Staff.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2022-47 authorizing an agreement with LSSL, Inc. for accounting and related services, in the Town’s best interest; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

4. Consideration of *Resolution No. ~~2022-55~~ 2022-59* accepting easements. **PUULED FROM CONSENT**

Councilmember Maniglia stated she was not happy how this easement was obtained and asked the Town Attorney where the address is. Town Attorney Lenihan and Town Manager Ramaglia responded. There was discussion among the Town Council and Town Staff.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve Resolution No. 2022-59 acceptance of easement; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

PUBLIC HEARING (QUASI-JUDICIAL)

Town Attorney Lenihan explained how the Public Hearing (Quasi-Judicial) process will be done this evening. She swore in all participants.

6. Consideration of *Resolution No. 2022-52* AutoZone Sign Variance.

Kerri Sabol, Johns Sign Company does signs for AutoZone. Ms. Sabol presented her position/proposal to the Town Council. Mr. Fleischmann, Town Planning Consultant also presented to the Town Council. There was discussion among the Town Council, Town Staff, and Ms. Sabol.

There were public comments made by the following: Ken Johnson, Todd McLendon, Karen Plante, and Cassie Suchy.

There was consensus by the Town Council for 38’ for sign. Mayor Shorr asked Ms. Sabol did she agree. She stated that she could not make that decision but would take back to AutoZone. There continued to be discussion by the Town Council and Mr. Fleischmann.

Motion was made by Mayor Shorr seconded by Councilmember Maniglia to deny Resolution No. 2022-52 approving the AutoZone sign variance for land owned by BW Southern Binks, LLC, consisting of 0.76 acres more or less, located at the Northeast Corner of Southern Blvd. and “B” Road Loxahatchee Groves, Florida due to the Applicant not demonstrating that the variance proposed is the minimum variance that will make possible the reasonable use of the property and it will not confer on the applicant any special privilege that is denied to any other properties in the same zoning district; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Maniglia. Nay: Councilmember Miles. Motion passed 4-1.

7. Consideration of *Resolution No. 2022-53* Culvert’s Sign Variance.

Mr. Fleischmann presented the item to the Town Council. There was discussion among the Town Council, and Town Staff.

There were public comments made by the following: Ken Johnson, Todd McLendon, Vic Paro, Virginia Standish, and Cassie Suchy. There was continued discussion among the Town Council, and Town Staff.

Motion was made by Mayor Shorr second by Councilmember Maniglia to deny Resolution No. 2022-53 approving the Culvers sign variance, for land owned by Kasey Bethel, consisting of 1.397 acres more or less, located on the Northside of Southern Boulevard east of “B” Road Loxahatchee Groves, Florida due the Applicant not demonstrating that the variance proposed is the minimum variance that will make possible the reasonable use of the property and it will not confer on the applicant any special privilege that is denied to any other properties in the same zoning district; it was as follows: Ayes: Mayor Shorr, Vice Mayor

8. Consideration of *Resolution No. 2022-54* Southern Lawn Care Site Plan.
James Hackett,

There were public comments made by the following: Todd McLendon and Cassie Suchy.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2022-54 approving the Southern Lawn Equipment site plan amendment for land owned by Lox Holding, LLC, consisting of 6.55 acres more or less, located on Southern Boulevard east of “D” Road, Loxahatchee Groves, Florida; it was voted as follows: Ayes: Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Nay: Mayor Shorr. Motion passed 4-1.

FIRST BUDGET AND PUBLIC HEARING

9. Discussion of proposed tentative millage rate and proposed FY ~~2021/2022~~ **2022-2023** Budget.

Town Manager Ramaglia presented the item to the Town Council.

- a. Summary presentation of the FY~~22~~ **23** proposed tentative millage rate and budget overview. Town Manager announcement of the percentage by which the adopted tentative millage rate exceeds the roll back rate.
- b. Consideration of *Resolution No. 2022-49* adopting the tentative millage rate for FY 2022-2023.

Town Manager Ramaglia presented the item to the Town Council.

There was public comment by Virginia Standish.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2022-49 adopting the tentative millage rate for Fiscal Year 2022/2023, directing the advertisement for the second Public Hearing on September 20, 2022; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmember Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to extend the meeting to 11:00 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- c. Consideration of *Resolution No. 2022-50* adopting the tentative budget for FY 2022-2023.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2022-50 adopting a tentative budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023; setting forth the date, time, and place for the second Public Hearing; for the adoption of the Town's Budget for the fiscal year beginning October 1, 2022, adopting the fiscal policies; and directing publication of notice thereof; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

- d. (d. & e.) Budget and policy exhibits attached.

10. Consideration of *Resolution No. 2022-51* adopting the Solid Waste Assessment.

Town Manager Ramaglia presented the item to the Town Council.

Motion was made by Councilmember Maniglia second by Councilmember Herzog to approve Resolution No. 2022-51 relating to the provision of residential Solid Waste Collection Services in the Town of Loxahatchee Groves, Florida; approving the assessment rate for residential Solid Waste Collection Services for Fiscal Year 2022-2023; Imposing a residential Solid Waste Collection assessment against assessed property located within the Town of Loxahatchee Groves for the Fiscal Year beginning on October 1, 2022; approving the assessment roll; providing for collection of the assessments pursuant to the uniform method of collection; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Town Council Recesses to convene as the Dependent District Board of Supervisors.

Chairperson Danowski called the meeting to order. Town Clerk Burch did roll call.

Town Manager Ramaglia presented the item to the Board of Supervisors.

11. Consideration of *Resolution No. 2022-DD06* adopting the Road & Drainage Acreage Assessment.

Motion was made by Board of Supervisor Maniglia seconded by Treasurer Shorr to approve Resolution No. 2022-DD06 relating to the provision of District Services, including Water Control Maintenance and Repair of Drainage and Roadways; approving the assessment rate for District Special Assessments for the Fiscal Year beginning October 1, 2022; imposing a District Special Assessment for the provision of District Services; approving the assessment roll; providing for collection of the assessments pursuant to the uniform method of collection; approving the District Budget for Fiscal Year 2022/2023 to be adopted as part of the Town's budget by the Town Council; it was voted as follows: Ayes: Treasurer Shorr, Board of Supervisors Herzog, Maniglia, and Miles. Nay: Chairperson/President Danowski. Motion passed 4-1.

Dependent District Board of Supervisors recesses to reconvene as Town Council.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to reconvene the Town Council Regular Meeting; it was voted as follows: Ayes: Mayor Shorr,

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

TOWN STAFF COMMENTS

Town Manager

- Thanked Solid Waste Authority for attending.
- Rescinding the grant
- SAFEbuilt
- Council Meeting (1st Regular, 2nd Workshop)

Town Attorney

- Shade Session on October 3, 2022, at 5:00 p.m.

Public Works Director

- Replacement of culverts
- Resignation

Town Clerk

- Consideration of putting two referendum questions regarding the signatures and extension of borrowing of monies.

TOWN COUNCILMEMBER COMMENTS

Margaret Herzog (Seat 5)

- Agree with quarterly report in December (consensus)
- Action on clear cutting
- Code (quality)

Phillis Maniglia (Seat 1)

- Code staff (looking forward to a new chapter).
- Glad that there were residents in the audience.

Marianne Miles (Seat 3)

- Rethink roads for Capital Plan

Vice Mayor Laura Danowski (Seat 2)

- Thank you everyone.

Mayor Robert Shorr (Seat 4)

- Sign variance
- Look into garbage contract.

ADJOURNMENT

There being no further business meeting adjourned at 11:02 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

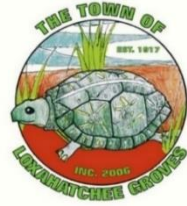
Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Margaret Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY RESIDENT WORKSHOP
JUNE 6, 2023**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Danowski called the meeting to order at 6:06 p.m.

PRESENT

Mayor Laura Danowski, Councilmembers Margaret Herzog, Phillis Maniglia, and Marianne Miles, Town Attorney Elizabeth Lenihan, Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

COMMENTS FROM THE PUBLIC

There were public comments from Robert Austin, Katie Lakeman, Diane Laudadio, and Cassie Suchy.

Mr. Robert Austin addressed the Town Council stating that speaking with people from ITID- speaking about commercial on Southern, tax base, keep open mind on going on the west of Southern Blvd. Councilmember Maniglia asked Mr. Austin was he referring to her, regarding his comment, she also commented about annexation and stated her concern of maintaining it. Mayor Danowski also responded to Mr. Austin's concern.

Ms. Suchy addressed the Town Council by giving Kudus to Code Enforcement- she also spoke about non-conforming business, go after the ones that are illegal and non-conforming (really need to think about what businesses that we want to have in this community) asked why you all have become a council person and why do you get giddy eyed when developers come in.

Ms. Laudadio addressed the Town Council about an unpermitted culvert and creating dangerous traffic on her street. Have spoken to Mr. Peters. Town Manager Ramaglia stated that she is aware of the issue that is going on in this neighbor and that she would like to meet with Ms. Laudadio and continue to explain what is being done to help solve this problem. No one has made a complaint about traffic.

Ms. Lakeman address the Town Council about trucks on Okeechobee Blvd. when are the trucks leaving the C road property. Town Manager Ramaglia responded to Ms. Lakeman concern.

ADJOURNMENT:

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr (**Absent**)

Councilmember Margaret Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves

FROM: Mario Mato, Public Works Assistant Director

DATE: August 01, 2023

SUBJECT: Consideration of Resolution No. 2023-48 Approving Palm Beach Aggregates piggyback increase in pricing.

Background:

In the past piggyback contracts with Palm Beaches Aggregates allowed from time to time increases in our prices. Our Best Interests now does not allow for any price adjustments.

Our best interest prices are lower than the contract with Aggregates in the neighboring municipalities.

Recommendation:

Consideration of Resolution No. 2023-48 Approving Palm Beach Aggregates piggyback increase in pricing as long as the prices do not exceed neighboring municipalities prices.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-48

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH PALM BEACH AGGREGATES, LLC. TO PROVIDE VARIOUS TYPES OF ROCK AND RELATED GOODS AND SERVICES TO THE TOWN; 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 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 roads and related goods and services to the Town; and

WHEREAS, Palm Beach Aggregates, LLC has submitted pricing for the goods and services needed by the Town; and

WHEREAS, Palm Beach Aggregates, LLC is located in close proximity to the Town, which minimizes costs for pick-up and delivery of the needed road rock and other goods and services; 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; and

WHEREAS, the Town Council has determined the Agreement serves a public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with Palm Beach Aggregates, LLC. The Mayor is authorized to execute any and all documents to implement the Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Laura Danowski, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____, 2023.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Marianne Miles

Office of the Town Attorney

Councilmember Phillis Maniglia

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the “TOWN”, with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and Palm Beach Aggregates, LLC, a company authorized to do business in the State of Florida, hereinafter the “CONTRACTOR”, with a mailing address of 20125 State Rd. 80, Loxahatchee FL 33470.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to provide goods and services to include various types of rock for TOWN roads; and

WHEREAS, CONTRACTOR submitted pricing for the goods and services requested; and

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

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

1. SCOPE OF WORK

1.1 The CONTRACTOR shall provide goods and services to the TOWN specifically including various types of rock material, as set forth in the Pricing List attached hereto as Exhibit “A” and incorporated herein.

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

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

1.4 The CONTRACTOR acknowledges this Agreement is a non-exclusive agreement and the TOWN may contract with one or more other parties for the same or similar goods and services.

1.5 The CONTRACTOR warrants that the goods and services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those goods and services or as otherwise provided by the manufacturer.

2. USE OF AGENTS OR ASSISTANTS

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

3. FEE AND TERM

3.1 For the goods and services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in the Pricing List attached hereto as Exhibit "A".

3.2 Should the TOWN require additional goods and services not included in this Agreement, fees and payment for such work must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional goods and services being provided by the CONTRACTOR.

3.3 The initial term of this Agreement shall commence August 1, 2023 and shall extend through July 31, 2025, unless terminated earlier, as provided below. This Agreement may be renewed for two (2) one (1) year periods upon the written agreement of both parties. The term may be extended for up to ninety (90) days by written agreement of the parties for goods and services related to those identified herein.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services is as specified in the Pricing List attached hereto as Exhibit "A", and no additional costs are authorized.

4.2 Any requests by the CONTRACTOR for additional costs not included in this Agreement must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional costs being invoiced to the TOWN.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid by the TOWN in accordance with the Local Government Prompt Payment Act.

6. DATA/DOCUMENTS

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

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

6.3 The CONTRACTOR 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 CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any trade secret information regarding its goods and services.

7. COMPLIANCE WITH LAWS

7.1 The CONTRACTOR 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.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. If the CONTRACTOR does not remedy defaults within three (3) business days from the date of the notice or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such goods and services; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement at the end of the three (3) day period without further notice or demand. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice from the Town Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided through the date of termination. In the event goods have been ordered or are in the process of being manufactured, the TOWN must pay for all goods ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

8.3 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 CONTRACTOR of such occurrence and either the TOWN or CONTRACTOR 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 CONTRACTOR for all goods and services provided under this Agreement through the date of termination.

9. INSURANCE

9.1 Prior to the provision of goods and services to the TOWN under this Agreement, CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. An appropriate Certification of Insurance shall be provided to the TOWN as satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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

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

C. Workers' Compensation Insurance for all employees as applicable in accordance with Chapter 440, Florida Statutes. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

9.2 The insurance provided by the CONTRACTOR shall apply on a primary and non-contributory basis, include a waiver of subrogation and specifically name the TOWN as an additional insured. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

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

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

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

10. WAIVER OF BREACH

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

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its 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 CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR'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 CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if

(i) an adverse determination with respect to the third-party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third-party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

13. ASSIGNMENT

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

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

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

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

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods and services as specified herein.

18. NOTICES

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

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

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

Palm Beach Aggregates, LLC
20125 State Rd. 80
Loxahatchee, FL 33470

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions

hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

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

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

21. COUNTERPARTS

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

22. LIMITATIONS OF LIABILITY

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

23. PUBLIC ENTITY CRIMES

23.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR 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 CONTRACTOR is under a continuing obligation for the term of this Agreement to immediately notify the TOWN of any violation of this provision.

24. PREPARATION AND SURVIVABILITY

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

24.2 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.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 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.

26. ENFORCEMENT COSTS

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

27. PUBLIC RECORDS

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

- A. Keep and maintain public records required by the TOWN to perform the service.
- B. Upon request from the Town's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

28. COPYRIGHTS AND/OR PATENT RIGHTS

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

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

30. FEDERAL AND STATE TAX

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

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

31.2 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and CONTRACTOR shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

32. E-VERIFY

32.1 Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants do the same;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the TOWN upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not CONTRACTOR, shall be grounds for the TOWN to order CONTRACTOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the TOWN terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR 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.

33. SCRUTINIZED COMPANIES

33.1 As provided in F.S. 287.135, by entering into this agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder, are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and do not have business operations in Cuba or Syria. CONTRACTOR also certifies that it is not participating in a boycott of Israel. If the TOWN determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

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

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

By: _____
Laura Danowski, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR: **PALM BEACH AGGREGATES, LLC**

By: _____

[Corporate Seal]

Print Name:

Title:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by _____, as _____, of Palm Beach Aggregates, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

Exhibit “A” – Pricing List

Pricing effective August 1, 2023:

Units	Material	Description	Unit Price
Tons	DOT Baserock (Code 11)	F.O.B. Palm Beach Aggregates, LLC	\$11.50
Tons	1" Minus Baserock	F.O.B. Palm Beach Aggregates, LLC	\$10.50
Tons	DOT #57 Stone (Code 10)	F.O.B. Palm Beach Aggregates, LLC	\$31.05
Tons	6” to 12” Commercial Rip-Rap	F.O.B. Palm Beach Aggregates, LLC	\$43.80



May 23, 2023.

Valued Customer:

Palm Beach Aggregates, LLC is extremely appreciative of your business and works diligently to maintain competitive pricing. We continue to deal with economic pressures due to increasing labor, fuel, and transportation costs. As a result of rising costs, effective July 1st, 2023, the unit price per ton for the following materials will increase by the amounts listed below:

- Redi-Mix & Asphalt Aggregate \$2.00 tn.
- Screenings Products 1.25 tn.
- 6" to 12" Commercial Rip Rap 2.00 tn.
- Dot (Code 11) Baserock 1.00 tn.
- 1.5" Minus Baserock 1.00 tn.
- Stabilizer Material / Washout 1.00 tn.
- Fill Sand #1 1.00 tn.
- #2 Fill 1.00 tn.

Please feel free to contact me with any questions or concerns.

Respectfully,

A handwritten signature in blue ink, appearing to read "Justo Navarro".

Justo Navarro / Sales
Palm Beach Aggregates, LLC.

BID COVER PAGE

SUBMIT BIDS TO: Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414		REFER ALL INQUIRIES TO PRIMARY CONTACT: Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone:561-791-4154		Wellington INVITATION TO BID COMMODITY/SERVICE	
BID TITLE: Supply and Delivery of Road Base and Asphalt Millings				BID NO: 202326	

NAME OF FIRM, ENTITY, or ORGANIZATION: Palm Beach Aggregates, LLC.						
NAME OF CONTACT PERSON: Justo Navarro		VENDOR MAILING ADDRESS: 20125 Southern Blvd.		CITY: Loxahatchee	ZIP: 33470	STATE: Fla.
TITLE: Sales Manager		VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):		CITY:	ZIP:	STATE:
PHONE NUMBER: (561) 795-6550			FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 90-0503744			
EMAIL ADDRESS: jnavarro@palmbeachag.com			STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)			
FAX NUMBER: (561) 798-5380						
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>						
<i>If Corporation, please provide the following:</i>						
(A) Date of Incorporation: <u>July</u> / <u>1</u> / <u>2009</u> <small>Month / Day / Year</small>			(B) State or Country of Incorporation:			

BID SUBMITTAL

To:

Village of Wellington
12300 Forest Hill Blvd.
Wellington, Florida 33414

Palm Beach Aggregates, LLC.

(Vendor)

agrees to provide material for the 202326 Supply and Delivery of Road Base and Asphalt Millings in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

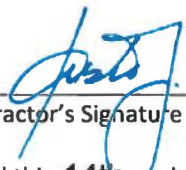
Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.



Contractor's Signature

Dated this 14th day of June, 2023
(Month) (Year)

SCHEDULE OF VALUES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item Number	Commodity Description	Unit Cost
1	Supply and Delivery of Road Base	\$ <u>18.55</u> Per Ton
2	*Pick up Road Base with Wellington Vehicle	\$ <u>14.25</u> Per Ton
3	Type III DOT Road Base Delivered	\$ <u>18.55</u> Per Ton
4	Supply and Delivery of #57 Rock	\$ <u>38.60</u> Per Ton
5	*Pick up #57 Rock at Pit with Wellington Vehicle	\$ <u>33.05</u> Per Ton
6	Rip Rap 6" to 12" Boulder with Wellington Vehicle	\$ <u>43.80</u> Per Ton
7	Supply and Delivery of RCA (Recycled Concrete Aggregate) – (Or Equal Product)	\$ <u>N/A</u> Per Ton
8	*Pick up RCA (Recycled Concrete Aggregate) – (Or Equal Product) at Pit With Wellington Vehicle	\$ <u>N/A</u> Per Ton
9	Supply and Delivery of Asphalt Millings	\$ <u>N/A</u> Per Cubic Yard
10	*Pick up Asphalt Millings with Wellington Vehicle	\$ <u>N/A</u> Per Cubic Yard

***Please Note: Picked-Up Price Category – Only Bidder(s) within a 25 mile radius of the Village of Wellington may bid under this category.**

The 25 mile radius is not required for the remaining categories. Bidder(s) are not required to bid on all items.

Bidder understands and agrees that awarded vendor(s) will be paid based upon items and quantities actually accepted by owner. Wellington will evaluate items listed on the Schedule of Values independently. Wellington reserves the right to award each item independently to the lowest, responsive and responsible bidder and to award contracts to multiple proposers. Bidders may bid on any or all individual line items as outlined in the Schedule of Values in which they are licensed and qualified. Any Bid submittal which does not contain prices set opposite each of the items for which there is a blank space will be cause for disqualification. Any items not bid upon shall be indicated "NO BID" in place of the price. . All pricing shall include labor, materials, equipment, fuel, shipping, delivery and all other necessary items.

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

- How many years has your organization been in business? 14
- What is the last project of this nature that you have completed?
Bid# 202114 - Supply and Delivery of Road Base & Asphalt Millings
- Have you ever failed to complete work awarded to you? If so, where and why? No

- Name three individuals or corporations for which you have performed work and to which you refer:

<u>Maschemeyer Concrete Co.</u>	<u>1142 Watertower Rd., Lake Park, Fla.</u>	<u>(561) 848-9112</u>	<u>dax@maschmeyer.com</u>
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>
<u>Adonel Concrete Palm Beach</u>	<u>2101 NW 110th Ave., Miami, Fla.</u>	<u>(305) 392-5416</u>	<u>rcardonne@adonelconcret.com</u>
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>
<u>Central Concrete Supermix</u>	<u>4300 SW 74th Ave., Miami, Fla</u>	<u>(305) 262-3250</u>	<u>matt@supermix.com</u>
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>

- List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
<u>Maschmeyer Conc. Redimix Plts.</u>	<u>Maschmeyer Concrete</u>	<u>\$6,500,000.00</u>	<u>Ongoing</u>	<u>Ongoing</u>
<u>Adonel Concrete - Redimix Plts.</u>	<u>Adonel Concrete</u>	<u>5,500,000.00</u>	<u>Ongoing</u>	<u>Ongoing</u>
<u>Central Fl. Supermix Plts.</u>	<u>Central Fl. Supermix</u>	<u>4,500,000.00</u>	<u>Ongoing</u>	<u>Ongoing</u>

- Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? Yes
- Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
<u>Siboney Contracting Co.</u>	<u>Trucking / Freight</u>

- What equipment do you own that is available for the work? _____

Equipment Type	Equipment Type
<u>Cat 980M Loader #1</u>	<u>Volvo Loader L220E</u>
<u>Cat 980M Loader #2</u>	
<u>Cat 890M Loader #3</u>	

- What equipment will you purchase for the proposed work? NONE

- 10. What equipment will you rent for the proposed work? NONE
- 11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. Justo Navarro - 38 Years Construction Materials / Freight Logistics
- 12. The address of principal place of business is 20215 Southern Blvd., Loxahatchee Fla. 33470
- 13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: NA
- 14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. NA
- 15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. NONE
- 16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). NONE
- 17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. NONE
- 18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. NONE
- 19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. NO
- 20. List and disclose any and all business relations with any members of Wellington Council. NONE

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Contractor's Signature

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Village of Wellington
[print name of the public entity]
by Palm Beach Aggregates, LLC. for Justo Navarro / Sales Manager
[print name of entity submitting sworn statement] [print individual's name and title]
whose business address is 20125 Southern Blvd. Loxahatchee 33470 Fla. and (if applicable) its Federal Employer Identification
Number (FEIN) is 90-05803744 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF Florida

[Signature]
[signature]

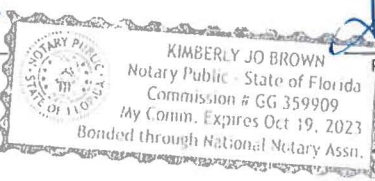
COUNTY OF Palm Beach

6/14/2023
[date]

Subscribed and Sworn to (or affirmed) before me on June 14, 2023 by Justo Navarro
[date] [name]

He/she is personally known to me or has presented _____ as identification.
[type of identification]

[Signature]
[Notary's Signature and Seal]



Kimberly Jo Brown Com # 66159909
[Print Notary Name and Commission No.]

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725

I, Justo Navarro, on behalf of Palm Beach Aggregates, LLC.
certifies
Print Name Company Name

that Palm Beach Aggregates, LLC. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.



Signature

Sales Manager

Title

6/14/2023

Date

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY:

NO CONFLICT:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

CONFLICT:

The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Palm Beach Aggregates, LLC.

COMPANY NAME



AUTHORIZED SIGNATURE

Justo Navarro

NAME (PRINT OR TYPE)

NON-COLLUSION AFFIDAVIT

State of Florida

County of Palm Beach

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

Palm Beach Aggregates, LLC.

Name of Bidder

Justo Navarro

Print name of designated signatory



Signature

Sales Manager

Title

On this 14th day of June, 2023 before me appeared Justo Navarro personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

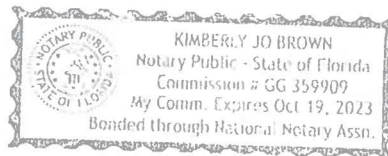
In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.


Signature

Notary Public in and for the State of Florida

Kimberly Jo Brown
(Name Printed)

(Affix Seal Here)



Residing at _____

My commission expires 10-19-23



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

20125 SOUTHERN BLVD
 LOXAHATCHEE, FL 33470-9259

Item 5.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0102 EXCAVATING	TOMERU ENRIQUE		822.626682 - 08/09/22	\$132.00	B40127611

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201004064
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



9
6-3948

PALM BEACH AGGREGATES LLC
 PALM BEACH AGGREGATES LLC
 20125 SOUTHERN BLVD
 LOXAHATCHEE FL 33470-9259



 An official website of the United States government
[Here's how you know](#)



Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

PALM BEACH AGGREGATES, LLC

Doing Business As (DBA) Name

PALM BEACH AGGREGATES, LLC

Company ID

1634538

Enrollment Date

Jan 27, 2021

Employer Identification Number (EIN)

900503744

Unique Entity Identifier (UEI)

DUNS Number

801693441

Total Number of Employees

20 to 99

NAICS Code

213

Sector

Mining

Subsector

Support Activities for Mining

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

20125 STATE ROAD 80
LOXAHATCHEE, FL 33470

Mailing Address

20125 STATE ROAD 80
LOXAHATCHEE, FL 33470

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Manage and Verify Employees for Clients

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

Agenda Item #6

TO: Town Council of Town of Loxahatchee Groves

FROM: Mario Matos, Assistant Public Works Director

DATE: August 1, 2023

SUBJECT: Consideration of *Resolution No. 2023-49* Approving Priority Towing Inc. for towing and storage services.

Background:

Priority Towing Inc has two piggyback contracts reviewed by Town staff. One with Lake Worth Beach and one with Lake Clarke Shores. The Lake Worth Beach piggyback contract has lower pricing but was awarded based on local preference. Section 2-133(b) (5) a. of the Town's Code of Ordinances provides that the Town may only utilize a piggyback agreement that was awarded based on competitive bidding.

The vendor has further agreed to enter into a contract with the Town based on the pricing compared to the County's max tow ordinance rates for Town owned vehicles. The tows proposer will be remitting back to the city per tow bases with monthly tow reports to back up two jobs completed with a company check paid to Loxahatchee Groves.

Recommendations:

Move that Town Council approve Resolution No. 2023-49 approving a contract with Priority Towing Inc for towing and storage services as in the best interest of the Town.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-49

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH PRIORITY TOWING INC TO PROVIDE TOWING & STORAGE SERVICES WITHIN THE TOWN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide towing and storage services within the Town; and

WHEREAS, Town staff researched various piggyback contracts that include the desired services, based on competitive solicitations performed by other governmental agencies; and

WHEREAS, the Town has received a quote that is equal to or lower than the prices awarded in the available piggyback agreements; and

WHEREAS, the quoted vendor has agreed to maintain the quoted pricing for the Town for the term of this Agreement; and

WHEREAS, pursuant to Section 2-133(b)(12) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that the sealed competitive method or obtaining quotes for this service is not in the best interest of the Town; and

WHEREAS, the Town has determined the attached Agreement serves a public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with Priority Towing Inc.

Section 3. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LAURA DANOWSKI, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ROBERT SHORR, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____, 2023.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Marianne Miles

AGREEMENT

THIS AGREEMENT is made this 30 day of June, 2023 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN", with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Priority Towing, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 7153 Southern Blvd., Suite A, West Palm Beach, Florida 33413.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to provide and towing and storage services throughout the Town;

WHEREAS, CONTRACTOR submitted a quote that is equal to or lower than neighboring contracts;

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

WHEREAS, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

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

1. SCOPE OF WORK

1.1 The scope of work is to provide towing and storage services throughout the TOWN, as described in Exhibit "A", Scope of Work, attached hereto and incorporated herein. This Agreement is issued in accordance with section 166.043, Florida Statutes, as amended for towing vehicles and vessels.

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

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

1.4 The CONTRACTOR shall maintain during the term of this Agreement, a valid operating permit for towing from Palm Beach County and any other license(s) as required by local, state, and federal law for the provision of towing services.

2. USE OF AGENTS OR ASSISTANTS

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

3. FEE AND TERM

3.1 For the services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in the rate schedule as set forth in Exhibit "B". Administrative fee or charge on the price list offered to the TOWN shall not exceed 25 percent (25%) of the adopted Palm Beach County maximum towing rate, as amended from time to time.

3.2 Should the TOWN require additional services, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the TOWN's procurement code prior to any such additional services being provided by the CONTRACTOR.

3.3 The initial term of the Agreement shall become effective upon approval by Town Council and be for an initial term of three (3) years, unless terminated earlier, as provided below. The parties may extend the term for two (2) additional one (1) year periods by amendment to this Agreement. The Town Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

4. MAXIMUM COSTS

4.1 During the Term of this Agreement, the CONTRACTOR shall ensure that the administrative

fee or charge on the price list offered to the TOWN shall not exceed 25 percent (25%) of the adopted Palm Beach County maximum towing rate, as amended from time to time..

5. INVOICE AND PAYMENT

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of a proper invoice. All invoices will be paid in accordance with the Local Government Prompt Payment Act.

5.2 Pursuant to the rate schedule set forth in Exhibit "B", the CONTRACTOR shall collect, as directed by the TOWN, all fines and costs due to the TOWN prior to releasing any vehicles, provided that the CONTRACTOR may legally hold vehicles for such collection., The CONTRACTOR shall make payments to the TOWN, on a monthly basis, all money collected on behalf of the TOWN and shall provide an accounting of such monies in a manner as determined by the TOWN, sufficient to conduct an audit thereof.

6. COPIES OF DATA/DOCUMENTS

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

7. OWNERSHIP AND AUDIT

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

7.2 The CONTRACTOR shall permit the TOWN, or any authorized representatives of the TOWN, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under the Agreement.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another CONTRACTOR to provide for such work; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

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

9. INSURANCE

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

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

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

C. Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. Garage Keepers Legal Liability Insurance in the minimum amount of \$250,000.

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

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

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

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

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

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

10. WAIVER OF BREACH

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

11. INDEMNITY

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

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third

party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, nor as a consent by TOWN to be sued by third parties. The provisions and limitations set forth in Section 768.28, Florida Statutes, shall apply to the TOWN's liability under this Agreement to claims or actions arising in tort and/or in contract.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

13. ASSIGNMENT

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

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

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

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

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight

courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager
TOWN of Loxahatchee Groves

155 F road
Loxahatchee Groves, Florida 33470

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

Mr. Aaron Cocuzzo, President
Priority Towing, Inc.
7153 Southern Blvd., Suite A

West Palm Beach, FL 33413

19. SEVERABILITY

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

20. DELAYS AND FORCES OF NATURE

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

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

21. COUNTERPARTS

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

22. LIMITATIONS OF LIABILITY

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

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract

with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

24. PREPARATION AND MODIFICATION

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

24.2 Any modifications to this Agreement, the Scope of Work, or the Rate Schedule must be made in writing signed by both parties. Additional services provided by the CONTRACTOR without prior written approval by the TOWN shall be done at the CONTRACTOR's sole risk and without payment from the TOWN.

25. PALM BEACH COUNTY INSPECTOR GENERAL

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

26. ENFORCEMENT COSTS

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

27. PUBLIC RECORDS

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

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

28. COPYRIGHTS AND/OR PATENT RIGHTS

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

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

30. FEDERAL AND STATE TAX

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

31. PROTECTION OF PROPERTY

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

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. FISCAL NON-FUNDING

33.1 In the event sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN. The CONTRACTOR will be paid for all services rendered through the date of termination.

35. SCRUTINIZED COMPANIES

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

36. E-VERIFY

36.1 Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

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

ATTEST: **TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

By: _____
Laura Danowski, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR: PRIORITY TOWING, INC., a corporation authorized to do business in the State of Florida

[Corporate Seal]

By: Aaron Cocuzzo
Print Name: Aaron Cocuzzo
Title: President

5. Minimum winching capacity 8,000 lbs.
6. Minimum cable size and length 3/8" x 50'
7. Minimum tie down chains (4 each) 5/16" grade 80
8. Tie down straps (optional) (4 each) 2,000 lbs. ea. wheel
9. Minimum cab to axle dimension 120"
10. Required State DOT Registration

Class C - Tow truck

1. Minimum gross weight 33,000 lbs.
2. Minimum boom capacity 50,000 lbs.
3. Minimum winching capacity 50,000 lbs.
4. Minimum cable size and length 5/8" x 150'
5. Minimum wheel lift retracted rating 40,000 lbs.
6. Minimum wheel lift extended rating 12,000 lbs.
7. Minimum tow bar 10,000 lbs.
8. Minimum safety chains (2 each) 1/2" grade 80
9. Minimum cab to axle dimension 156"
10. Required State DOT Registration
11. Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes.

Class D - Tow Truck

1. Minimum gross weight 58,000 lbs.
2. Minimum boom capacity 100,000 lbs.
3. Minimum winching capacity 100,000 lbs.
4. Minimum cable size and length 3/4" x 250'
5. Minimum wheel lift retracted rating 40,000 lbs.
6. Minimum wheel lift extended rating 15,000 lbs.
7. Minimum heavy duty towbar rating 10,000 lbs.
8. Minimum safety chains (2 each) 1/2" grade 80
9. Minimum cab to axle dimension 18'
10. Required State DOT Registration
11. Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes. Tandem axles required.

Other Equipment

1. Four Wheel Drive vehicle with 4,000 lb. winch capacity
2. Low-boy to transport large scale Town trucks approx. 58,000 lbs. and 48' in length – **This Vehicle may be subcontracted**

After Hour Gate Fee: Applied outside of the hours of 8 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 6 hours after a vehicle has been impounded all other times when:

1. Impounded vehicles are recovered by the owner or authorized driver/agent; or
2. The owner or authorized driver/agent wishes to recover property from an impounded vehicle.

Drop Rate Charge: When the vehicle owner or authorized driver/agent arrives at the scene prior to the vehicle being removed or towed from the property, the vehicle shall be disconnected from the tow truck and the vehicle owner or authorized driver/agent shall be allowed to remove the vehicle without interference upon payment of the drop rate charge.

Extra Time at Scene: First one-half hour to be included in the initial cost per call. Charges are in fifteen (15) minute intervals. All extra time/labor shall be documented by the CONTRACTOR and shall include the name of the officer and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene.

Vehicle: Any mobile item which normally uses wheels, whether motorized or not. Throughout this Agreement, reference to Vehicle shall also refer to vessel. Vessel means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water.

REQUIRED EQUIPMENT

The CONTRACTOR shall provide the minimum number of wreckers required to service the Town account based on estimated number and type of tows annually. The vehicles may be owned or leased or available through a subcontract if identified in the vehicle definition section. If additional wreckers in any or all classes are required to handle the volume of tows requested under this Agreement, the CONTRACTOR shall provide them at no cost to the Town. The CONTRACTOR must maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The Town will be given preference on any call for service.

STATE OF Florida
COUNTY OF Palm Beach

Item 6.

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization this 30 day of June, 2023 by Aaron Cocuzzo, as President, of Priority Towing, Inc., a corporation authorized to do business in the State of Florida, and ___ who is personally known to me or X who has produced Drivers License as identification.

Notary Public

Nicolette Affatati
Print Name: Nicolette Affatati

My commission expires: 10/27/2024

Exhibit "A"
Scope of Work



CONTRACTOR shall provide **Vehicle Towing and Storage Services** for all Town-wide needs. CONTRACTOR must be properly licensed to conduct towing services within Palm Beach County. CONTRACTOR is required to provide twenty-four (24) hour towing services, 365 days per year to the TOWN.

DEFINITIONS

CONTRACTOR's towing vehicles must meet or exceed the following requirements and be commercially manufactured and meet all federal transportation and tow truck requirements.

Class A - Tow Truck

1. Minimum gross weight 14,500 lbs.
2. Minimum boom capacity 16,000 lbs.
3. Minimum winching capacity 8,000 lbs.
4. Minimum cable size and length 3/8" x 100'
5. Minimum wheel lift retracted rating 5,000 lbs.
6. Minimum wheel lift extended rating 4,000 lbs.
7. Minimum tow sling safe lift 3,500 lbs.
8. Minimum safety chains (2 each) 5/16" grade 70
9. Minimum cab to axle dimension 60"

Class A - Car Carrier

1. Minimum gross weight 15,000 lbs.
2. Minimum deck capacity 10,000 lbs.
3. Minimum length 19'
4. Minimum winching capacity 8,000 lbs.
5. Minimum cable size and length 3/8" x 50'
6. Minimum tie down chains (4 each) 5/16" grade 80
7. Tie down straps (optional) (4 each) 2,000 lbs. ea. wheel
8. Minimum cab to axle dimension 120"

Class B - Tow truck

1. Minimum gross weight 19,000 lbs.
2. Minimum boom capacity 24,000 lbs.
3. Minimum winching capacity dual 12,000 lbs.
4. Minimum cable size and length 7/16" x 150'
5. Minimum wheel lift retracted rating 10,500 lbs.
6. Minimum wheel lift extended rating 6,500 lbs.
7. Minimum tow sling safe lift 3,500 lbs.
8. Minimum safety chains (2 each) 3/8" grade 80
9. Minimum cab to axle dimension 96"
10. Required State DOT Registration

Class B - Car Carrier

1. Minimum gross weight 22,500 lbs.
2. Minimum deck capacity 10,000 lbs.
3. Minimum wheel lift capacity for 2nd vehicle 4,000 lbs.
4. Minimum length 19'

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the CONTRACTOR as an emergency vehicle. The CONTRACTOR shall have all required equipment available within thirty (30) minutes of notification. All towing equipment shall have a current Palm Beach County Towing Operator Permit and a valid Inspection Approval Decal on the equipment. The Palm Beach County Vehicle Inspection Form is not required for the four-wheel drive and low-boy. Equipment listed in this Agreement shall be outfitted at all times with equipment designated on Palm Beach County Vehicle Inspection Form.

REQUIRED FACILITIES

The CONTRACTOR will maintain a storage facility/compound, garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations on a 24 hour, 7 day a week basis. The facilities must be of a sufficient size and capability to accommodate all wrecked, abandoned and otherwise towed vehicles during the term of this Agreement until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The terms storage facility and compound are interchangeable in meaning.

The CONTRACTOR must maintain a Principal Compound of not less than 50 vehicle capacity (meeting all required specifications outlined herein) within fifteen (15) miles of the Town limits. The Principal Compound shall be open and manned for vehicle receipt or release Monday through Friday, 8:00 a.m. to 6:00 p.m. Any other times would be by appointment in which the After Hour Gate fee would apply. Access to the area where vehicles are being held as "evidence" shall be limited to authorized personnel only.

The CONTRACTOR shall have available space for properly accommodating and protecting all motor vehicles entrusted to its care. All property used for storage of vehicles shall be completely enclosed by a 6 foot high fence topped with barbed wire or a painted 6-foot high louvered concrete wall topped with barbed wire. The fence or wall must be of adequate size to discourage theft of any vehicle or any property being stored inside.

Subsidiary Compounds:

All Subsidiary Compounds must be located within Palm Beach County under the following conditions:

- 1. After vehicle is moved from the Principal Compound, the CONTRACTOR, at the request of the vehicle's owner or PBSO, shall promptly return the vehicle to the Principal Compound for release to the owner or inspection by PBSO at the CONTRACTOR's sole cost and expense. In the case of an owner's request, the CONTRACTOR has the option of transporting the owner to the location of the vehicle at the CONTRACTOR's sole cost and expense.
- 2. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to or from a subsidiary compound. The uses of subsidiary compounds are for the convenience of the CONTRACTOR.
- 3. Any changes to compound location must have prior written approval by authorized Town staff.

Storage location site shall meet or exceed Palm Beach County Towing Ordinance requirements and all applicable City/County zoning requirements.

COMMUNICATION STANDARD

The CONTRACTOR shall have a twenty-four (24) hour telephone number answered by an individual employed by the CONTRACTOR (no phone service or other similar subcontracted services) who has the ability to dispatch a tow truck and towing services. The CONTRACTOR's call taker/dispatcher shall have radio or cell phone access to their service trucks.

TOWING RATES AND STORAGE RATES

Rates that may be charged by the CONTRACTOR for Towing and or Storage shall be in accordance with the Palm Beach County Towing Ordinance. The CONTRACTOR is responsible for ensuring that the charge rates are up to date during the term of this Agreement.

TOWING SERVICES

The CONTRACTOR is responsible for providing towing services during the contract term 365 days per year. The entire Town is a single zone for the purpose of providing towing services.

PBSO Directed

The CONTRACTOR shall tow vehicles incapacitated as a result of an accident and the owner cannot or will not secure the services of his/her own towing service. The CONTRACTOR shall tow other vehicles upon request by PBSO.

The CONTRACTOR will be given first call for all wrecker services requested by the TOWN unless a

motorist makes a specific request for another wrecker. The TOWN reserves the right to request another wrecker service in an emergency situation. The CONTRACTOR shall charge for the tow and/or storage of any vehicle directly to the owner or operator thereof, and not to the TOWN. The charges will be in accordance with the proposed rate schedule. Vehicles towed and/or stored under the provisions of this Agreement shall only be taken to the approved storage location or to a location approved by the owner for a non "Hold" vehicle.

Town Directed

The CONTRACTOR shall tow upon request of the TOWN's Representative or their designee any TOWN owned vehicle in need of a tow. This service includes but is not limited to towing vehicles to the nearest authorized repair center in Florida, auction sites, TOWN facilities, or from an accident scene. The TOWN will make all efforts to only request a tow for vehicles that are not road safe or cannot be driven on the roadway.

The CONTRACTOR is not required to provide towing or retrieval of vehicles/vessels sunken in canals at no charge. The TOWN may request a quotation should this situation arise.

Towing – Code Enforcement

The CONTRACTOR shall furnish towing service for the removal of junk or abandoned vehicles on private and public property within the TOWN limits whenever such services are dispatched or required by the TOWN between the hours of 8:00am to 5:00pm.

STORAGE SERVICES

PBSO Directed

The CONTRACTOR shall provide inside and outside storage facilities and charges for the storage and processing of the impound in accordance with proposed rates.

TOWN Directed

Storage of TOWN Vehicles shall be at the proposed TOWN Storage rate.

RESPONSE TIME

The CONTRACTOR shall respond within thirty (30) minutes with appropriate towing equipment to handle a towing call requested by any authorized representative of the TOWN. In the event that the call for a wrecker is for a non-emergency towing service of a TOWN vehicle, then the response time shall be sixty (60) minutes or when advance notice is provided, the CONTRACTOR shall perform the tow on the scheduled date and time. The CONTRACTOR shall be ready with appropriate towing equipment to handle the call.

When the driver is present at the scene, the CONTRACTOR's representative shall provide to the driver of the vehicle being towed a contact card with their company information, driver name, and location where the vehicle is being towed to.

The CONTRACTOR assumes all liability in meeting the required response time including, but not limited to, all damages resulting from traffic accidents and motor vehicle infraction fines. The TOWN may conduct periodic reviews of response time to verify that the CONTRACTOR is in compliance.

The following late fees shall apply to the CONTRACTOR, for failure to respond within the required time frame during the term of this Agreement:

- a. First Offense Verbal warning
- b. Second Offense A certified letter of warning by e-mail or regular mail
- c. Third Offense \$100.00 late fee for each infraction or suspension, at the TOWN's option
- d. Fourth Offense \$500.00 late fee for each infraction or suspension, at the TOWN's option
- e. Any further Offense \$1,000.00 late fee for each infraction or suspension, at the TOWN's option

If the CONTRACTOR can show extenuating circumstances beyond their control, the CONTRACTOR may appeal a fine or suspension and submit to the TOWN a written document clearly detailing extenuating circumstances beyond their control — i.e. Hurricane Debris, weather conditions, rail road crossing closed.

Written appeal shall be submitted to the attention of the Town Manager, within five (5) days of offense

letter from the TOWN in order to be considered. The Town Manager shall consider all appeals and the Town Manager's decision shall be final.

SERVICE CALL CANCELLATION

The TOWN reserves the right to cancel a request for services of the CONTRACTOR at any time, including up to the time of hook-up of the vehicle. The CONTRACTOR shall agree that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

SITE CLEAN-UP

The CONTRACTOR when towing vehicle(s) from the scene of an accident will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the accident. The cost of such normal accident cleanup shall be included in the basic towing rate and no separate charge made to the TOWN or vehicle owner. Normal accident clean up includes items such as oil dry, or other necessary chemicals to clean the site. If clean-up results in excess of thirty (30) minutes

the CONTRACTOR may bill the owner(s) of the vehicle(s) at the Palm Beach County rates.

In the event the accident creates a major oil or fuel spill, or other unusual circumstance that requires additional CONTRACTOR staff or equipment, the cost of such staff or equipment shall be charged to the vehicle owner. Such unusual circumstance would include the spillage of what the vehicle was hauling. The owner of the vehicle may be charged for clean-up of hazardous wastes, chemicals, construction debris and spilled loads.

ADMINISTRATIVE CHARGES

All disputes concerning the CONTRACTOR's ability to meet the specified requirements of this Agreement will be referred to the Town Manager to determine the merits of the dispute. The TOWN and CONTRACTOR acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the TOWN due any failures in performance of this Agreement. Accordingly, the CONTRACTOR agrees to the established terms and amounts of the administrative charges set forth herein, and the CONTRACTOR agrees that the administrative charges are reasonable under the circumstances. The CONTRACTOR has consulted with its legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the CONTRACTOR's breach of this Agreement.

Procedure for Assessing Administrative Charges

The Town's Contract Manager Representative shall conduct a preliminary evaluation of the relevant facts before the Contract Manager Representative decides whether administrative charges should be assessed against the CONTRACTOR. At a minimum, the Contract Manager Representative shall provide written notice to the CONTRACTOR, and offer to discuss the relevant facts with the CONTRACTOR within five (5) Operating Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Contract Manager Representative shall determine whether administrative charges should be assessed. However, the TOWN shall not assess and the CONTRACTOR shall not be required to pay administrative charges in those cases where the delay or failure in the CONTRACTOR's performance was (a) excused in advance by the Contract Manager Representative or (b) due to unforeseeable causes that were beyond the CONTRACTOR's reasonable control, and without any fault or negligence of the CONTRACTOR. Prior to assessing administrative charges, the Contract Manager Representative shall provide written notice to the CONTRACTOR, indicating the TOWN's intent to assess administrative charges and the basis for the TOWN's position.

After receiving the Contract Manager Representative's letter, the CONTRACTOR shall have ten (10) Operating Days to file a written letter of protest with the Contract Manager Representative. If a protest is timely filed, the matter shall be referred to the Town Manager for resolution. The Town Manager shall review the issues in a timely manner and then provide a written decision to the CONTRACTOR. The Town Manager's decision shall be final and non-appealable.

If a protest or petition is not timely filed by the CONTRACTOR, or if the Town Manager concludes that administrative charges should be assessed, the CONTRACTOR shall deliver its payment of administrative charges to the Contract Manager Representative within twenty (20) days of receiving the written decision of the Contract Manager Representative or Town Manager, as applicable. If the CONTRACTOR fails to pay an administrative charge when due, the TOWN may pursue collection efforts.

PERSONNEL

The CONTRACTOR shall dispatch qualified and trained employees of the CONTRACTOR for all tow requests assigned to the CONTRACTOR. The CONTRACTOR agrees to have in its personnel file, a Department of Motor Vehicles (D.M.V.) report on each driver that it updates annually. The CONTRACTOR agrees to ensure that all drivers possess a valid driver's license for the vehicle in which they are

operating. All drivers used on TOWN calls shall be uniformed, clean, courteous, sober and competent in operating skills and communicate in English with the TOWN contact person.

The CONTRACTOR agrees to be responsible for such drivers. All such employees, dealing with the public under this Agreement, shall be identified by name through the use of a tow badge, name tag or embroidered name on his or her uniform.

The CONTRACTOR agrees to conduct operations under this Agreement in a courteous, orderly, ethical and businesslike manner. As this Agreement is very sensitive in nature and requires the CONTRACTOR and his or her personnel to deal with the public on a daily basis, the CONTRACTOR is required to extend common courtesies such as:

- a) Expedite release of the vehicle in accordance with the terms of this Agreement.
- b) Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- c) Allow the owner to remove the auto tag and any unattached personal possessions.
- d) Explain fully and politely the reason for the tow and all charges levied.
- e) If a dispute occurs, attempt to resolve the dispute promptly and politely. If it cannot be resolved to satisfactorily, the dispute shall be reported to the TOWN no later than the next business day.
- f) Customers shall be referred to Palm Beach County Consumer Affairs to file complaints regarding towing disputes.

BENEFIT FROM REPAIR

The CONTRACTOR shall not solicit to provide automotive/vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business directly, or indirectly for any vehicle towed pursuant to this Agreement. If during the term of this Agreement, including any option terms, the CONTRACTOR acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, the CONTRACTOR shall immediately notify the TOWN in writing. Failure to do so could result in termination for cause.

At the scene of the vehicle tow, the CONTRACTOR or any Agent thereof, shall not ask/solicit to provide or make referrals for vehicle repair, paint and body, salvage, junkyard or recycling business directly or indirectly for any vehicle towed pursuant to this Agreement.

In accordance with Chapter 119 and Section 316.066, Florida Statutes, the CONTRACTOR shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. The CONTRACTOR shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to attorneys, media, or firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. **The CONTRACTOR shall further comply with the requirements of Section 316.066(2), Florida Statutes.**

LIABILITY/PROTECTION OF VEHICLES AND PROPERTY

The CONTRACTOR's liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The CONTRACTOR will have their employee, representative, or agent complete a Vehicle Storage receipt (Tow Slip) for each towed vehicle unless PBSO has furnished one to the CONTRACTOR. One copy shall be maintained by the CONTRACTOR as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle.

The Vehicle Storage Receipt shall contain the following information:

- a) Make of vehicle and type.
- b) License number and VIN number.
- c) A list of all personal property contained in the vehicle to be towed.
- d) General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
- e) Any extra waiting time or Hazardous Waste charges authorized by officer at the scene.

The CONTRACTOR shall be solely liable and responsible to the owner or legal entity entitled to lawful possession for all personal property in any vehicle towed under the authority of this Agreement. In the event of a complaint of missing items from the vehicle, the CONTRACTOR will cooperate with PBSO in an investigation pertaining to the missing items, which will include making the tow driver or lot personnel available to PBSO.

The CONTRACTOR shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the CONTRACTOR. Personal property contained in vehicle(s) which are removed and

stored by the CONTRACTOR shall NOT be disposed of by the CONTRACTOR to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

The CONTRACTOR agrees to replace any such articles(s) upon verification of the loss by the designated investigative agency representing the TOWN.

RELEASES

The CONTRACTOR shall directly release any vehicle towed as a result PBSO or TOWN directed from a Parking Facility providing the proper proof of identification and ownership is presented as well as valid current insurance if a vehicle is driven off of the storage facility. The CONTRACTOR shall release any vehicle towed in at the request of PBSO only to the person whose name appears on the title or registration certificate or to the authorized agent of such person. In the event the CONTRACTOR is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will sign the CONTRACTOR's copy of the inventory receipt. The process will be governed by Section 323.001, Florida Statutes, and the TOWN will fax and or email such notice to the CONTRACTOR.

OWNER NOTIFICATION

The CONTRACTOR agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Section 713, Florida Statutes. The CONTRACTOR agrees to maintain a log at the place of business listing date, time, and method of notification.

All inventory records of personal property in the vehicles which have been towed shall be made in duplicate, and signed by the CONTRACTOR or its agent. One copy shall be maintained by the CONTRACTOR as a permanent record and one copy of the inventory shall be available to the owner/operator.

The CONTRACTOR, immediately upon impounding or removing any vehicle, shall prepare, without charge, a written report of the description of the vehicle, which report shall include:

- a) Make & Model of the vehicle
- b) License Number
- c) Vehicle Identification Number
- d) Name, Address & Phone Number of Towing Service
- e) Towing Rates
- f) Storage Rates
- g) Facility to Which Vehicle Was Towed

REPORTS

The CONTRACTOR shall submit to the TOWN's Representative, by the 10th of each month, the previous calendar month report. **ALL REPORTS MUST BE COMPLETED ON A CALENDAR MONTH BASIS.** The form of the reports shall be determined by the CONTRACTOR, but are subject to the approval of the TOWN.

Excessive Storage Report

The CONTRACTOR shall prepare a report detailing each vehicle that received services pursuant to the resulting contract which was not claimed within thirty (30) days of the towing of such vehicle.

Towing Activity Report

A detailed list of each tow to include:

- a) Tow Date
- b) Tow Class
- c) Case Number
- d) Reason for Tow
- e) Tag Number
- f) VIN Number
- g) Mileage
- h) Days of Storage
- i) Total Billed
- j) Service call number assigned by TOWN.
- k) Type of tow such as accident, parking, abandoned TOWN vehicle, etc.
- l) Call dispatched by PBSO or TOWN

Vehicle Release Report

- a) A detailed list of vehicles released or disposed to include:
- b) All information contained in the Towing Activity Report.

- c) Date vehicle released or disposed of.
- d) Method of disposition such as: release to owner, release to TOWN, auction.
- e) A complete breakdown of all charges with a grand total, including sales taxes as applicable.

PICTURES

The CONTRACTOR and/or their personnel may document the scene of any incident via video or photographs, however, the images shall not be made public without the written consent from the TOWN/PBSO. Any images shall be available for review upon request by the TOWN for investigative purposes and/or prior to release. In accordance with Chapters 119 and 316, Florida Statutes the CONTRACTOR shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to attorneys, media, or firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. **The CONTRACTOR shall further comply with the requirements of Section 316.066(2), Florida Statutes.**

COST RECOVERY FEE

The TOWN provides administrative support to manage the towing service within the TOWN. The CONTRACTOR shall remit the cost recovery fee to the TOWN on a monthly basis at the beginning of each month. The amount due to the TOWN shall be paid within twenty-five (25) days of the due date.

Payment shall be submitted to:
 Town of Loxahatchee Groves
 Attn: Financial Services Department
 155 F Road
 Loxahatchee Groves, FL 33470

If the monthly remittance is delinquent, a late charge of \$50 shall be applied for the first offense and a charge of \$100 for any offense thereafter. If the remittance is more than twenty-five (25) days late, CONTRACTOR is subject to suspension or cancellation at the TOWN's sole option. The CONTRACTOR who fails to remit payment within 30 days shall be considered in default, removed from service and the TOWN will take appropriate actions to terminate this Agreement.

EXHIBIT "B"
SCHEDULE OF UNIT PRICES

This Agreement is issued in accordance to the Florida Statutes 125.0103 and 166.043, as amended for towing vehicles and vessels. Administrative fee or charge on the price list offered to the Town shall not to exceed 25 percent (25%) of the Palm Beach County maximum listed towing rate.

SCHEDULE A

Cost Recovery Fee	Fixed County Rate	*Estimated Annual Tows	Per Tow Paid to Town	Anticipated Revenue to the Town
Class A	\$172.00	300	\$43.00	\$12,900.00
Class B	\$255.00	5	\$63.75	\$318.75
Class C	\$381.00	1	\$95.25	\$95.25
Class D	\$546.00	1	\$136.50	\$136.50
Total	Anticipated	N/A	N/A	\$13450.50
Town Revenue				

Schedule A. Schedule A relates to the amount of money per tow that the proposer will be remitting back to the Town. Annual tows are only provided as an estimate.

SCHEDULE B			
Rate Type	Fixed County Rate	UOM	Town Rate
Class A	\$167.00	Per Tow	\$75.00
Class B	\$248.00	Per Tow	\$150.00
Class C	\$370.00	Per Tow	\$200.00
Class D	\$530.00	Per Tow	\$300.00
Per Mile Fee			
Class A	\$7.50	Per Tow	\$5.00
Class B	\$8.50	Per Tow	\$7.50
Class C	\$10.00	Per Tow	\$10.00
Class D	\$12.50	Per Tow	\$10.00
Other Fees			
Lowboy Dropdeck	Same as Class D Hourly Rate		\$150.00
		2 hour minimum	
Landoll Slide Axle	Same as Class D Hourly Rate		\$150.00
		2 hour minimum	

Schedule B. Schedule B relates to the amount of money the Town will pay for Town owned vehicles.

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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

DATE: August 1, 2023

SUBJECT: Consideration of *Resolution No. 2023-50* regarding Resilient Florida Grant Agreement

Background:

On June 20, 2023, a presentation was given to Town Council by Randy Wertepny of Keshavarz & Associates providing details of the Resilient Florida Grant and associated Work Plan. The Town intends to use the Resilient Florida Grant funding for a Resiliency Vulnerability Assessment, as detailed in the Grant Work Plan. The Work Plan is to be implemented by Keshavarz & Associates and by Engenuity Group. Both firms are under continuing contract with the Town. Updated task orders for completion of the Work Plan are included. The proposed Resolution approves and authorizes the Town Manager to execute these task orders.

The Grant Agreement between the Town and the State of Florida Department of Environmental Protection is required by the State. The Town has not yet received the proposed Grant Agreement; but it must be approved and returned to the State by the required deadline. To ensure compliance with the required deadline despite the short time frame, the proposed Resolution authorizes the Town Manager to execute the Grant Agreement on behalf of the Town in the form acceptable to the Town Manager and Town Attorney.

Recommendation:

Move that Town Council approve *Resolution 2023-50* regarding the Resilient Florida Grant Agreement.

RESOLUTION NO. 2023- 50

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF ENVIRONMENTAL PROTECTION FOR RESILIENT FLORIDA GRANT FUNDING; APPROVING TASK ORDERS WITH KESHAVARZ & ASSOCIATES, INC. AND WITH ENGENUITY GROUP, INC. TO COMPLETE THE GRANT WORK PLAN; DESIGNATING THE TOWN MANAGER AS THE TOWN'S AUTHORIZED AGENT; 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, the Division of Environmental Protection ("Division") is the state entity responsible for disbursing Resilient Florida Grant funding within the State of Florida; and

WHEREAS, the Town of Loxahatchee Groves (Town) is eligible to receive such funds; and

WHEREAS, the Division has awarded Resilient Florida Grant funding to the Town for the current fiscal year; and

WHEREAS, the Town and the Division desire to enter into an Agreement for the use of the Resilient Florida Grant funding; and

WHEREAS, the Town Council desires to designate the Town Manager as the Town's Authorized Agent for purposes of engaging with the Division and entering into grant agreements with the Division; and

WHEREAS, the Town's contractors Keshavarz & Associates, Inc. and Engenuity Group, Inc. have submitted task orders under their respective continuing services contracts that will collectively complete the Grant Work Plan for the Resilient Florida Grant; and

WHEREAS, the Town Council has determined that entering into the Grant Agreement and the task orders serves a public purpose.

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 Town entering into the Grant Agreement with the State of Florida, Division of Environmental Protection, for Resilient Florida Grant funding in the form acceptable to the Town Manager and Town Attorney.

Section 3. The Town Council of the Town of Loxahatchee Groves hereby approves the task orders with Keshavarz & Associates, Inc. and with Engenuity Group, Inc., attached hereto as Exhibit "A", for the completion of the Grant Work Plan.

Section 4. The Town Manager is authorized to execute any and all documents to implement the intent of this Resolution, including the Town's use of the Resilient Florida Grant funding awarded under the Agreement, in forms acceptable to the Town Manager and Town Attorney. The Town Council also hereby designates the Town Manager as its Authorized Agent to engage with the Division and to enter into grant agreements with the Division. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

Councilmember _____ offered the foregoing Resolution. Councilmember seconded the Motion, and upon being put to a vote, the vote was as follows:

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____, 2023.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Marianne Miles

Councilmember Phillis Maniglia

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN103**

ATTACHMENT 3

PROJECT TITLE: Town of Loxahatchee Groves Resiliency Vulnerability Assessment

PROJECT LOCATION: The Project is located in Town of Loxahatchee Groves within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The Town of Loxahatchee Groves (Grantee) will complete the Town of Loxahatchee Groves Resiliency Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as develop an inventory of all critical and regionally significant assets in the area.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **1.5:** A draft list of steering committee members; and 6) a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs

380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting #2

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Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **23PLN103.1:** Meeting agendas to include location, date, and time of meeting;
- **23PLN103.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **23PLN103.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **23PLN103.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **23PLN103.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community

Task 9: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **9.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **9.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **9.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 10: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **10.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **10.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **10.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

Task 11: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **11.1:** Meeting agendas to include location, date, and time of meeting;
- **11.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **11.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **11.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **11.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department’s Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$5,400.00	\$416.00	\$5,816.00	Upon Execution	6/30/2026
2	Assemble Steering Committee	Contractual Services	\$0.00	\$448.00	\$448.00	Upon Execution	6/30/2026
3	Conduct Steering Committee Meetings	Contractual Services	\$19,020.00	\$7,160.00	\$26,180.00	Upon Execution	6/30/2026
4	Public Outreach Meeting #1	Contractual Services	\$4,800.00	\$1,888.00	\$6,688.00	Upon Execution	6/30/2026
5	Acquire Background Data	Contractual Services	\$132,150.00	\$122,050.00	\$254,200.00	Upon Execution	6/30/2026
6	Exposure Analysis	Contractual Services	\$106,200.00	\$0	\$106,200.00	Upon Execution	6/30/2026
7	Sensitivity Analysis	Contractual Services	\$36,910.00	\$3,200.00	\$40,110.00	Upon Execution	6/30/2026
8	Public Outreach Meeting #2	Contractual Services	\$4,800.00	\$1,888.00	\$6,688.00	Upon Execution	6/30/2026
9	Identify Focus Areas	Contractual Services	\$4,700.00	\$512.00	\$5,212.00	Upon Execution	6/30/2026
10	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$32,060.00	\$0	\$32,060.00	Upon Execution	6/30/2026
11	Public Presentation	Contractual Services	\$3,960.00	\$0	\$3,960.00	Upon Execution	6/30/2026
Total:			\$350,000.00	\$137,562.00	\$487,562.00		

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Town of Loxahatchee Groves (Town)
155 F Road
Loxahatchee Groves, FL 33470

March 16th, 2023
revised June 12th, 2023
Project No. 23-1436

Attention: Ms. Francine Ramaglia, Town Manager

Reference: **Town of Loxahatchee Groves Resiliency Vulnerability Assessment**

Dear Ms. Ramaglia,

Based upon your request and with utmost pleasure, Keshavarz & Associates, Inc. (Consultant) is presenting you with this proposal to perform professional services to assess the vulnerability of critical assets served by the Town of Loxahatchee Groves' (Town) drainage system.

Background

Loxahatchee Farms was established in 1917, with 6,500 acres as an agricultural community. Approximately 30 miles of canals were installed to provide drainage conveyance and irrigation demand for this community. In as much as the Town has maintained its rural character throughout the years as it has evolved from a farming community to an agricultural residential community, the drainage system has not yet been formally surveyed, assessed or evaluated by the Town for its current purposes and function. The last known drainage study was conducted by the Loxahatchee Groves Water Control District in 2000 with the purpose of identifying improvements to enhance flood protection for targeted areas and ensure compliance with South Florida Water Management District (SFWMD) Surface Water Management System Permit No. 50-01682-S, issued in 1988. Topographic information for this study was based on the limited sources available at the time, but no Town-wide survey (aerial or LiDAR) was conducted or used in the analysis.

In 2014, the Florida Department of Environmental Protection (FDEP) requested that the Town obtain permit coverage under the National Pollution Discharge Elimination System (NPDES) for the municipal separate storm sewer system (MS4) within the limits of the Town of Loxahatchee Groves. Keshavarz & Associates, Inc. successfully advocated on behalf of the Town to postpone implementation of the NPDES permitting requirements. However, preparations for meeting the requirements should continue as this requirement is on the horizon. Issuance of a mandate for compliance with the NPDES requirements could result in a costly acceleration of necessary measures.

In 2017, the Federal Emergency Management Agency (FEMA) updated their flood insurance rate maps (FIRM) based on the C-51 Basin Rule Re-Evaluation undertaken by the SFWMD in 2015. FEMA established a special flood hazard area (SFHA) with a base flood elevation of 17.6' NAVD (North American Vertical Datum of 1988). An estimated 42.5% of the Town's surface area is located within the SFHA. Keshavarz & Associates, Inc. was able to work with FEMA to redefine the flood hazard area and exclude over 200 structures from requiring additional flood insurance.



Since then, Palm Beach County (PBC) has acquired county-wide LiDAR information that may help further justify a reduction in a portion of the Town area classified as being located within the SFHA.

In 2021 and in 2022, Keshavarz & Associates, Inc. applied for State funding on behalf of the Town through the Resilient Florida Grant program for a town-wide Vulnerability Assessment (380.093 F.S.) to inventory, evaluate and assess the Town's surface water management system facilities, identify critical concerns, and provide recommendations for improvements. In 2023, the Florida Department of Environmental Protection (FDEP) awarded grant funding to the Town for the Vulnerability Assessment, including survey acquisition of components and facility locations and visual assessment of operational conditions.

Upon completion of this effort, the Town will be positioned to transition management of its stormwater infrastructure to a more cost-efficient and technology-based approach. The Vulnerability Assessment will document the locations of key stormwater components and elements of critical infrastructure including culverts, bridges, canals, roads, and other operational assets. Stormwater modeling and analysis of the acquired survey data will strategically pinpoint areas of greater vulnerability, identify projects for improvements, repairs and enhancements, and assist the Town's administration with prioritization of future expenditures.

The completed survey will allow the Town to coordinate more efficiently with consultants and agencies regarding planned projects, component locations, and operational conditions. The information will also support mapping and public outreach opportunities via presentation of the collected data and proposed action plans. This information is also valuable for the pursuit of funding assistance from agencies tasked with supporting infrastructure development, stormwater management, flood control, and resiliency in response to natural events, as well as qualifying for specific funding programs conducted by those agencies.

Available topographic information and methods for acquisition have improved significantly in the two-decade interim since the last study in 2000. A more accurate analysis can be completed in less time than was previously possible by applying current processing and visual imaging capabilities to available topographic data and supplementing it with site-specific data collection. In addition to improving stormwater management capabilities within the context of the Town's internal operations, the digital mapping and modeling framework also provides a foundation for compliance with the future NPDES requirements for maintenance, monitoring, and reporting. An updated analysis can be used to reevaluate the FEMA SFHA boundary, and conditions under the SFWMD permit which may affect future planning, expansion, and improvements in the system.



Scope of Work

Task 1. Project Management, Orientation, Research, Meetings and General Coordination

1.1 Project Management and Correspondence:

Consultant's project management responsibilities range from internal to external methods and approaches affecting the general advancement of the project. Included in this task is the Consultant's continual quality assurance and control efforts as the work proceeds. This task includes general correspondence, coordination and data exchange with the Town and others as necessary and as needed throughout the project.

1.2 Project Orientation, Research:

The Consultant shall research, review and study record drawings, geographic information system (GIS) database information, and other pertinent information of the existing facilities within the Town rights-of-ways / drainage system corridors.

1.3 Kick-off Meeting:

The Consultant will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Consultant will prepare the agenda for the meetings and will issue meeting summaries following the meeting.

1.4 Grant Reporting and Assistance:

The Consultant shall work with the Town's Grant Manager, a member of Town staff assigned by the Town to comply with the grant requirements. The Consultants shall provide quarterly progress reports and payment request forms to the Town in conformance with the grant requirements.

1.5 Conduct Steering Committee Meetings:

The Consultant shall facilitate bi-annual steering committee meetings throughout the duration of the project. The Consultant shall prepare agendas, conduct the meetings and shall issue meeting summaries following each meeting. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations as recommended by FDEP for successful implementation of this assessment. Up to five (5) steering committee meetings are included with this proposal.



1.6 Public Outreach Meetings:

Based on the recommendations of FDEP, two public outreach meetings will be conducted for the implementation of this assessment. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential flooding and/or sea level rise impacts, guiding factors to consider, and critical assets important to the community. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis. Additionally, during this meeting, the Grantee will encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development.

The Consultant shall attend and participate in these meetings and shall prepare a presentation and exhibits in support of the meetings. However, notifications, agenda, summaries, and conducting the meeting shall be performed by others.

Task 2. Asset Inventory & Condition Assessment

2.1. Drainage Culverts:

The Consultant shall locate all known and visible drainage culverts and bridges within and discharging into the Town canal system utilizing survey grade GPS equipment to locate the upstream and downstream limits of these drainage assets. Pipe size, material as well as the top of pipe and/or invert elevation for the drainage culverts will be acquired in the field. It should be noted that it is expected that a percentage of the acquired drainage pipes will be in a deteriorated state due to rust, age, maintenance, etc. and therefore, the pipe size may need to be estimated. For bridges, the road elevation, material, span and low member elevation will be acquired.

The Consultant shall upload the data obtained in the field into a GIS database that will be used for inventory, modeling, assessment, and future maintenance and reporting purposes. An assessment form and location map for each found facility will be generated and provided to the Town for field verification, additional inventory and assessment purposes. As a part of the Town's in-kind services, the Town will assess the found condition of the existing facilities as good, fair or poor and will include the date of installation, if known, document the owner of the facility and associated Town permit, if applicable, as well as collect one or more photograph(s) of the asset to depict the location, immediate surroundings, and condition of the asset.

Based on the data provided by the Town as indicated above, the Consultant shall update the GIS database to include the date of last inspection, condition, recommended action (if any), and date of next scheduled inspection if no additional action is recommended.



2.2. Canal Sections:

Acquire topographic cross-sectional information of the Town maintained canals adjacent to the main roadways as listed below:

Road	Mileage	Description
A Road	2.0	Okeechobee Boulevard to North Road
B Road	2.0	Okeechobee Boulevard to North Road
C Road	2.0	Okeechobee Boulevard to North Road
D Road	2.0	Okeechobee Boulevard to North Road
E Road	2.0	Okeechobee Boulevard to North Road
F Road	1.0	Okeechobee Boulevard to North Road
G Road West	0.5	25th Street North to North Road
Folsom Road	0.5	Okeechobee Boulevard to 25th Street North
G Road East	0.5	25th Street North to North Road
North Road	2.0	A Road to E Road
South North Road	1.50	E Road to G Road East
25th Street North	0.5	G Road West to G Road East
Total	16.50	

Cross sections of the canals will be obtained at approximately 500' intervals. The cross sections will include the limits of roadway and/or apparent maintenance access within 30' from the canal top of bank on either side of the canal. The edge of pavement/rock road, top of bank, edge of water elevation, grade breaks and bottom of the canal will be acquired as well as the depth of any muck or silt material encountered within the canal. The results of the field acquisition will be uploaded to AutoCAD and cross-sections of the existing canals will be drafted for each location at a scale of 1"=20'.

Consultant shall coordinate with other Town consultants for the acquisition of the canal cross sections south of Okeechobee Boulevard.



Task 3. Existing Conditions Hydraulic and Hydrological Model

The Consultant shall develop an existing conditions hydraulic and hydrological model of the Town's existing surface water management system utilizing ICPR, interconnected channel and pond routing model. The most recent publicly available digital elevation model, PBC LiDAR flown in 2018, will be utilized as the basis for the model to establish existing drainage basin boundaries, stage-storage tabulations, boundary conditions, etc. The information obtained within Task 2 will be added to the model to represent the current conditions of the Town's canal system and hydraulic links (culverts) within the drainage system. Boundary / tailwater conditions will be calibrated based on the tailwater analysis conducted by the SFWMD for C-51 Basin Rule Re-Evaluation. The existing conditions model will be routed using various design storm events to identify potential risks to Town's existing assets for the 10 year, 25 year and 100 year storm events.

Task 4. Proposed Conditions Hydraulic and Hydrological Modeling

The Consultant shall evaluate and model various improvements within the Town's surface water management system to:

1. Evaluate depth of flooding for the following scenarios as required by the grant:
 - a. Tidal flooding, including future high tide flooding
 - b. Current and future storm surge flooding utilizing available National Oceanic and Atmospheric Administration or Federal Emergency Management Agency storm surge data.
 - c. Rainfall induced flooding (10 year, 25 year and 100 year storm events)
 - d. Compound flooding (combination of storm surge and rainfall induced flooding)
 - e. A minimum of two sea level rise scenarios
 - f. A minimum of two planning horizons for years 2040 and 2070

Task 5. Vulnerability Assessment Report

Consultant shall prepare a Technical Memorandum detailing the assessment and analysis summarizing the data collection, existing conditions model development, methodologies of the vulnerability scenarios, interpretations of results, recommendations for surface water management system improvements and potential regulatory or ordinance improvements.

Task 6. Final Report

Consultant shall prepare a final report in accordance with FDEP Grant requirements summarizing the Vulnerability Assessment in no more than five (5) pages including the following sections: Executive Summary, Methodology, Outcome and Further Recommendations.



Reimbursable Expenses

Reproduction of documents, mileage for site visits, prints, modeling software, etc.

Assumptions:

1. The Town will be the Grant Applicant with Consultant in the role of support. A member of Town staff will be assigned as the Grant Manager. The Grant Manager will be responsible for coordination and correspondence with the Grantee and will provide all necessary documentation, reporting, exhibits, etc. as required by the Grantee. The Consultant will assist the Grant Manager by providing pertinent information, invoices, reports, exhibits etc. as outlined in the scope of services to the Grant Manager for their communication and reporting efforts with the Grantee.
2. The Town will be responsible for documentation and reporting of Town staff and resources as in-kind services and or matching funds as required by the grant.

Schedule:

The following schedule is based on the grant work plan provided to FDEP by the Town. The completion date listed for each task is the date of approval by FDEP, all required deliverables, reports, exhibits, studies, etc. must be presented, reviewed and approved by FDEP in order to be deemed complete.

Task	Duration (Calendar Days)
Kick Off Meeting	9/30/2023
Assemble Steering Committee	10/31/2023
Conduct Steering Committee Meetings	9/30/2025
Public Outreach Meeting #1	12/31/2023
Acquire Background Data	6/30/2024
Exposure Analysis	10/31/2024
Sensitivity Analysis	12/31/2024
Public Outreach Meeting #2	3/31/2025
Identify Focus Areas	6/30/2025
Final Vulnerability Assessment Report, Maps, and Tables	7/31/2025



Our fees for the services outlined above shall be as follows:

Task 1 – Preliminary Design and Consulting Services	\$	47,590.00
Task 2 – Asset Inventory & Condition Assessment	\$	129,020.00
Task 3 – Existing Conditions Hydraulic and Hydrological Model	\$	78,320.00
Task 4 – Proposed Conditions Hydraulic and Hydrological Modeling	\$	60,540.00
Task 5 – Vulnerability Assessment Report	\$	25,480.00
Task 6 – Final Report	\$	7,200.00
Task 8 - Reimbursable Expenses	\$	<u>3,200.00</u>
BASE TOTAL	\$	351,350.00

Please refer to the attached “Manhour Summary” for detail of the lump sum fees referenced above.

FEES: Lump Sum fees are fixed amounts to be paid for the services indicated in the Schedule of Compensation. Lump Sum fees do *not* include Direct Expenses. Direct Expenses shall be paid for in accordance with the approved Time & Expense Rates within the “Agreement for Professional Services” executed on January 10th, 2023.

ADDITIONAL SERVICES: Services authorized by CLIENT, other than those specifically set forth in the "Scope of Services", shall be considered additional services for which CLIENT shall compensate CONSULTANT on a "Time and Expenses" basis or as otherwise agreed by the parties. Additional services include revisions to work previously performed that are required because of a change in the data, criteria, or information furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, and/or services that are required due to changes in the requirements of public agencies, after work under this Agreement has commenced. CONSULTANT shall request and CLIENT will execute a “Change of Scope Memorandum” before such work is started.

As a notice to proceed, kindly provide our office with the appropriate Purchase Order. We certainly appreciate the opportunity to present you with this proposal. Upon authorization, we will do our utmost to be an effective member of your team of professionals.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Randy Wertepny, P.E.
Vice President

MANHOUR SUMMARY

Town of Loxahatchee Groves Resiliency Vulnerability Assessment

PROJECT ORIENTATION, RESEARCH, MEETINGS & GENERAL COORDINATION	Principal Engineer \$/hr	Project Director \$/hr	Project Manager \$/hr	Project Engineer \$/hr	Principal Surveyor \$/hr	Survey Crew \$/hr	Senior Technician \$/hr	Admin. \$/hr	Totals by Task
	\$260.00	\$230.00	\$180.00	\$120.00	\$180.00	\$160.00	\$110.00	\$90.00	
Project Management, Research, Data Exchange and Project Orientation throughout the 10 month duration of the project.	8	20						12	\$7,760.00
Kick-off Meeting: Preparation of project work plan and facilitate meetings with Town staff, prepare agenda and issue meeting summaries	4	8	12					4	\$5,400.00
Grant Reporting and Assistance, preparation of quarterly progress reports and payment requests in conformance with grant requirements	4	12	12					8	\$6,680.00
Conduct Steering Committee Meetings: facilitate up to five (5) steering committee meetings, prepare agenda, host meeting and issue meetings summaries	5	40	40					5	\$18,150.00
Public Outreach Meetings: Participate in two (2) public outreach meetings, preparation of exhibits, presentation materials for each meeting.	4	20	20					4	\$9,600.00
TOTAL Hours for Task	25	100	84	0	0	0	0	33	\$47,590.00
FEE Estimate	\$6,500.00	\$23,000.00	\$15,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,970.00	\$47,590.00
ASSET INVENTORY & CONDITION ASSESSMENT									
Drainage Facility Field Acquisition - locate all drainage culverts and bridges within the Town's canal system (30 miles), it is estimated that there are 600 culverts/bridges within and discharging into the Town's canal system		6			24	240			\$44,100.00
Data Processing and Conversion of Data into GIS data base, generate report for Town staff for condition assessment; updated GIS database with results provided by Town	8	12	96				20	8	\$25,040.00
Canal Cross Section Field Acquisition - acquire cross sections of the Town's canal system at 500' intervals north of Okeechobee Boulevard; up to 200 cross sections, draft sections in CAD		8			48	240	100		\$59,880.00
TOTAL Hours for Task	8	26	96	0	72	480	120	8	\$129,020.00
FEE Estimate	\$2,080	\$5,980	\$17,280	\$0	\$12,960	\$76,800	\$13,200	\$720	\$129,020.00
EXISTING CONDITIONS HYDRAULIC AND HYDROLOGICAL MODEL									
Develop existing conditions model within ICPR utilizing PBC LiDAR information. Generate basin boundaries based on data collection and LiDAR information, calculate state storage information for each basin, set up TOC, CN and other basin characteristics for each basin, establish boundary conditions, and discharge links. Up to 100 nodes / basins are included with this effort.	20	80	212	120				24	\$78,320.00
TOTAL Hours for Task	20	80	212	120	0	0	0	24	\$78,320.00
FEE Estimate	\$5,200	\$18,400	\$38,160	\$14,400	\$0	\$0	\$0	\$2,160	\$78,320.00
PROPOSED CONDITIONS HYDRAULIC AND HYDROLOGICAL MODELING									
Evaluate depth of flooding scenarios as required by the grant including tidal flooding, current and future storm surge, rainfall induced flooding, compound flooding with a minimum of two sea level rise scenarios and two planning horizons for 2040 and 2070.	10	44	88	36				14	\$34,140.00
Preparation of exhibits to depict the results of the analysis and modeling efforts, add results to GIS database geospatially located in accordance with the grant criteria	6	36	70	24				12	\$26,400.00
TOTAL Hours for Task	16	80	158	60	0	0	0	26	\$60,540.00
FEE Estimate	\$4,160	\$18,400	\$28,440	\$7,200	\$0	\$0	\$0	\$2,340	\$60,540.00
VULNERABILITY ASSESSMENT REPORT									
Consultant shall prepare a technical memorandum detailing the assessment and analysis summarizing the data collection, existing conditions model development, methodologies of the vulnerability scenarios, interpretations of results, recommendations for surface water management system improvements and potential regulatory or ordinance improvements.	6	20	80	32				12	\$25,480.00
TOTAL Hours for Task	6	20	80	32	0	0	0	12	\$25,480.00
FEE Estimate	\$1,560	\$4,600	\$14,400	\$3,840	\$0	\$0	\$0	\$1,080	\$25,480.00
FINAL REPORT									
Consultant shall prepare a final report in accordance with FDEP Grant requirements	4	8	20					8	\$7,200.00
TOTAL Hours for Task	4	8	20	0	0	0	0	8	\$7,200.00
FEE Estimate	\$1,040	\$1,840	\$3,600	\$0	\$0	\$0	\$0	\$720	\$7,200.00
TOTAL PROFESSIONAL SERVICES	\$348,150.00								
Reimbursable (Printing, Reproduction, Mileage, etc.)	\$2,000.00								
Reimbursable (ICPR 4 Modeling Software License)	\$1,200.00								
TOTAL FEE	\$351,350.00								



June 22, 2023

Randy Wertepny, P.E.
 Keshavarz & Associates, Inc
 711 N. Dixie Hwy., Suite 201
 West Palm Beach, FL 33401
 (Via email: randy@keshavarz.com)

**RE: Professional Coordination, Representation & Surveying Services
 Townwide Resiliency Vulnerability Assessment
 Town of Loxahatchee, Florida
 Engenuity Group, Inc. Project No. 22138.12**

Dear Mr. Wertepny:

We are pleased to offer this proposal to render Professional Public Outreach, Steering Committee Representation & Land Surveying services in connection with Townwide Resiliency Vulnerability Assessment within the Town of Loxahatchee Groves, FL (hereinafter called the 'Project').

Surveying Services

Engenuity Group, Inc. will prepare an AutoCAD basemap of the canal system in the Town of Loxahatchee Groves. Engenuity Group, Inc., will obtain cross sections of the Town's canals (A, B, C, D, E, F, Folsom and Collecting Canal- South of Okeechobee Blvd) and as outlined on the attached graphic.

Cross sections of the canals will be obtained at approximately 500' intervals and the locations may be adjusted to fit your needs so long as they are identified prior to the commencement of these services. The cross sections will include the limits of roadway and/or apparent maintenance access within 30' from the canal top of bank on either side of the canal. The edge of pavement/rock road, top of bank, edge of water elevation, grade breaks and bottom of the canal will be acquired as well as the depth of any muck or silt material encountered within the canal. The results of the field acquisition will be uploaded to AutoCAD and edge of water, top of bank, roadways will be drafted in the basemap file that will be a part of this deliverable. It is our understanding that your company will use the elevations obtained to generate a 3D surface.

We are approximating obtaining 150 cross sections as a part of this scope. Elevations will be acquired in National American Vertical Datum of 1988 (NAVD 88).

Total Surveying Fee: \$88,050.00

The final deliverable will be the AutoCAD basemap file, which can be provided within sixty (60) business days of receiving authorization to proceed. A signed and sealed version of the survey is not a part of this proposal. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Stormwater Management Resiliency Steering Committee

This committee would oversee the development of this study as well as well as the implementation. The Committee will likely consist of a Town Council Member, Public Works Director, Town Manager, Town Consultant(s) and potentially other interested parties (ITID, VOW, SFWMD). The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. Engenuity Group, Inc. will have Adam Swaney, P.E., Vice President, act as the representative from our office to participate on this Committee. These meetings will be held on a biannual basis and will total 5 meetings over the span of the project. Additional meetings after this timeframe can be discussed in the future and are not included in this scope of work. It is estimated each meeting will last approximately 2 hours with 1 hour of preparation and 1 hour of follow up before and after the meetings including answering technical questions by stakeholders.

Total Fee: \$3,960.00

Public Outreach

The Town has committed to FDEP to host two public outreach meetings associated with the study. Engenuity Group, Inc. will have Bradley Jackson act as the representative from our office to participate as the lead on these meetings. It is estimated each meeting will take up to 4 hours with 1 additional hour for each to coordinate with the technical team and gather materials for attendees. Associated tasks include providing the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes. This **does not** include preparation of all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Total Public Outreach Fee: \$1,600.00

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Jennifer Malin, P.S.M.
Director of Surveying

Approved by,



Keith B. Jackson, P.E.
Vice President

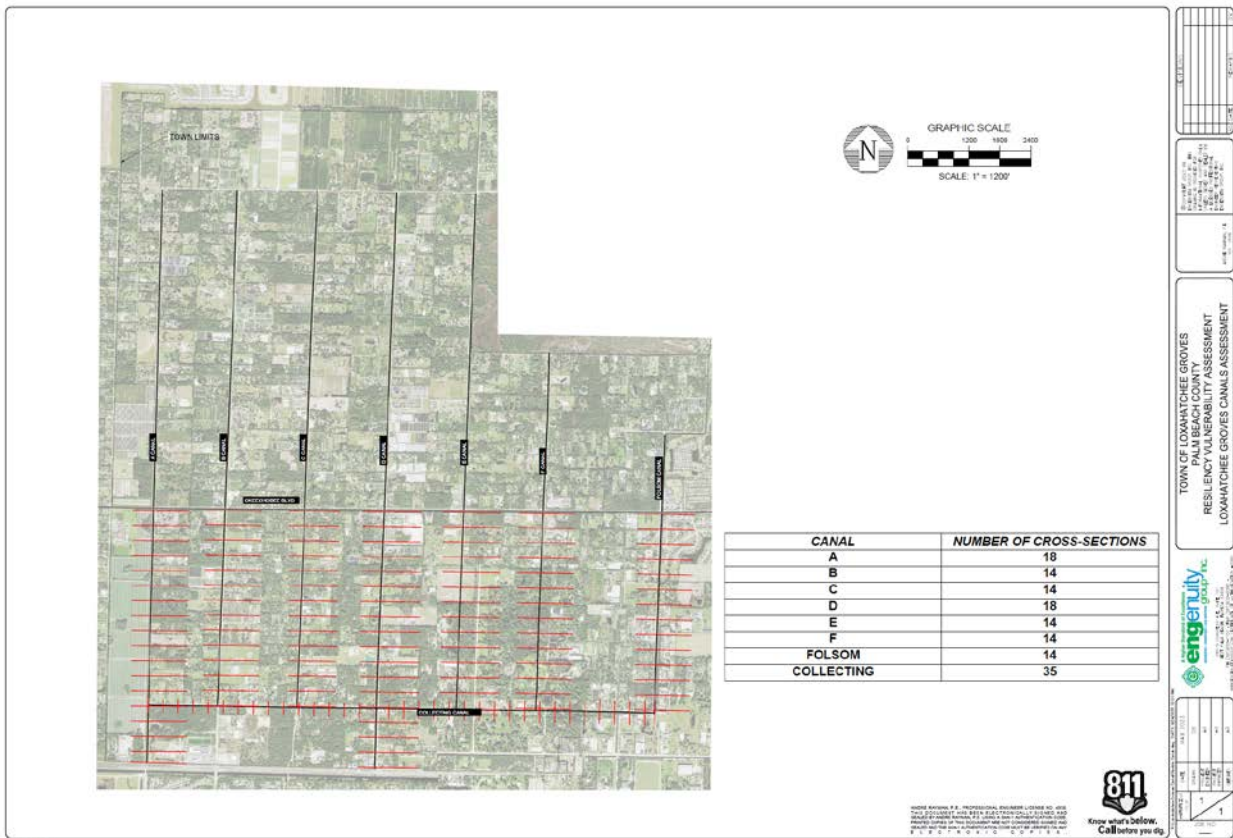
Authorization: Professional Coordination, Representation & Surveying Services
Townwide Resiliency Vulnerability Assessment
Town of Loxahatchee, Florida
Engenuity Group, Inc. Project No. 22138.12

By: _____ Date: _____
(Name & Title)

For: _____
(Name of Company)

Contract Amount: \$93,610.00

Graphic



Fee Breakdown

Resiliency Vulnerability Assessment Canal Survey

Engenuity Group Project 22138.12

		Sr. Project Land Surveyor	AutoCAD Technician	2 Person Survey Crew	Administrative Assistant	
	Hourly Rate	\$160.00	\$112.00	\$145.00	\$66.00	
1	Field Work 150 Cross Sections		37.50	450.00		\$ 69,450.00
2	Office Work 150 Cross Sections	37.50	112.50			\$ 18,600.00
TOTAL						\$ 88,050.00

Exhibit B

Fee Breakdown

Townwide Resiliency Vulnerability Assessment

Engenuity Group Project No. 22138.12

Item 7.

Description		Sr. Corporate Officer	Project Manager	
Hourly Rate		\$198.00	\$160.00	
1	Stormwater Management Resiliency Steering Committee	20.00		\$ 3,960.00
2	Public Outreach		10.00	\$ 1,600.00
	Labor Hours	20.00	10.00	0.00
	Labor Cost	\$ 3,960.00	\$ 1,600.00	\$ -
	Other Direct Costs			\$ -
	Consultant Costs			\$ -
	Total Fee			\$ 5,560.00



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: August 1, 2023
SUBJECT: Consideration of *Resolution No 2023-51* sixth addendum to the Law Enforcement Service Agreement (LESA)

Background:

On October 1, 2017, an agreement was made by and between the Town of Loxahatchee Groves and Ric L. Bradshaw, Sheriff of Palm Beach County. The Parties executed a Law Enforcement Service Agreement effective October 1, 2017, a First Addendum effective October 1, 2018, a Second Addendum effective October 1, 2019, a Third Addendum effective October 1, 2020, and Fourth Addendum effective October 1, 2021, Fifth Addendum effective October 1, 2022, by which the Sheriff agreed to perform law enforcement services.

Now before Town Council is the Sixth Addendum which will take effect October 1, 2023, through September 30, 2024, as follows: The total cost of personnel and equipment shall be \$ 660,092.00. Monthly payments shall be \$55,007.67. This is an increase of \$19,226.00 annual equaling \$1602.16 per month, if agreed upon.

Recommendation:

Move that Town Council approve *Resolution No. 2023-51* authorizing the Sixth Addendum to the Law Enforcement Service Agreement between the Town and Sheriff Ric L. Bradshaw.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-51

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE SIXTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE TOWN AND SHERIFF RIC L. BRADSHAW AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 11(2) of the Charter of the Town of Loxahatchee Groves (“Town”) provides that “law enforcement services will be provided by contract with the Palm Beach County Sheriff’s Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town shall not establish a town police department without a referendum”; and

WHEREAS, in accordance with the Town Charter, the Town entered into a Law Enforcement Service Agreement with Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (“Sheriff”) effective October 1, 2017; and

WHEREAS, the parties have annually executed an Addendum to extend the term of the Law Enforcement Services Agreement, currently through October 1, 2023, and make other changes as necessary; and

WHEREAS, the Sheriff, through the Sixth Addendum, has agreed to extend the term of the Law Enforcement Service Agreement, as previously modified, and requested additional changes including an increase in the cost of the services and setting a defined amount for additional services; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to enter into the Sixth Addendum.

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 Sixth Addendum to the Law Enforcement Service Agreement with Sheriff Ric L. Bradshaw.

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>
Laura Danowski, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr, 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 _____, 2023.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Council Member Phillis Maniglia

Office of the Town Attorney

Council Member Marianne Miles

SIXTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Sixth Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as “Loxahatchee Groves”) located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, a Third Addendum effective October 01, 2020, a Fourth Addendum effective October 01, 2021, and a Fifth Addendum effective October 01, 2022, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2023.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2023 through September 30, 2024, as follows: The total cost of personnel and equipment shall be \$660,092.00. Monthly payments shall be \$55,007.67. The last monthly payment shall be \$55,007.63.
2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF’S OFFICE

TOWN OF LOXAHATCHEE GROVES

BY: _____
Ric L. Bradshaw

BY: _____
Laura Danowski

Title: Sheriff

Title: Mayor

Witness: _____
Eric Coleman, Major

Witness: _____
Lakisha Burch, Town Clerk

DATE: _____

DATE: _____

Reviewed and approved for execution:

BY: _____
Francine Ramaglia, Town Manager



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 9

TO: Town Council of Town of Loxahatchee Groves

FROM: Town Attorney's Office

VIA: Francine L. Ramaglia, Town Manager

DATE: August 1, 2023

SUBJECT: Consideration of *Resolution No. 2023-52* regarding First Amendment to Agreement for Town Attorney Legal Services

Background:

The Town entered into an Agreement for Town Attorney Legal Services with the firm of Torcivia, Donlon, Goddeau and Ansay, P.A., now Torcivia, Donlon, Goddeau and Rubin, P.A. ("Firm") on September 5, 2019. The Firm has requested an amendment to the agreement to reflect the change in the name of the Firm and to increase the hourly fee.

Recommendation:

Move that Town Council adopt *Resolution No. 2023-52* approving the First Amendment to Agreement for Town Attorney Legal Services.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-52

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AMENDMENT TO AGREEMENT WITH TORCIVIA, DONLON, GODDEAU AND RUBIN, P.A. FOR TOWN ATTORNEY LEGAL SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves ("Town") entered into an Agreement for Town Attorney Legal Services with the firm of Torcivia, Donlon, Goddeau and Ansay, P.A., now Torcivia, Donlon, Goddeau and Rubin, P.A. ("Firm") on September 5, 2019 ("Agreement"); and

WHEREAS, the Firm has requested the Agreement be amended to reflect the change in the Firm's name and to increase the hourly fee; and

WHEREAS, pursuant to Section 2-133(b)(1) of the Town's Code, contracts for legal services are exempt from purchasing by the sealed competitive method or by obtaining a written quote.

WHEREAS, the Town has determined to continue to have the Firm provide Town Attorney legal services to the Town serves a public purpose.

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 First Amendment to Agreement for Town Attorney Legal Services with Torcivia, Donlon, Goddeau and Rubin, P.A.

Section 3. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Laura Danowski, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Marianne Miles, COUNCILMEMBER

Phillis Maniglia, COUNCILMEMBER

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ___ DAY OF _____, 2023.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Marianne Miles

Office of the Town Attorney

Councilmember Phillis Maniglia

FIRST AMENDMENT TO AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

This first amendment to agreement is made and entered into this ____ day of _____, 2023, by and between the TOWN OF LOXAHATCHEE GROVES (“TOWN”) and TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

WHEREAS, on September 5, 2019, the parties entered into the attached Legal Services Agreement with Torcivia, Donlon, Goddeau & Ansay, P.A. (“the Firm”); and

WHEREAS, the Firm’s name has changed to recognize partner Leonard Rubin to Torcivia, Donlon, Goddeau & Rubin, P.A. and

WHEREAS, the Firm’s rate has remained at \$205 per hour since September 5, 2019; and

WHEREAS, the parties agree that the Legal Services Agreement should be amended to increase the hourly fee and reflect the Firm’s name change;

NOW THEREFORE, the parties intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. The Legal Services Agreement is amended to reflect the Firm’s name “Torcivia, Donlon, Goddeau & Rubin, P.A.”; and
2. Section 4a of the Legal Services Agreement is amended to reflect an hourly rate of \$235.00 per hour for services performed by the Firm’s attorneys, effective October 1, 2023. Said fee shall be increased by three percent (3%) each October 1st, commencing October 1, 2024.
2. In all other respects, the provisions of the Legal Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Legal Services Agreement to be executed by their duly authorized officials.

Signed in the presence of:

TOWN OF LOXAHATCHEE GROVES

By: _____
Laura Danowski, Mayor


ATTEST:

Approved as to form and legal sufficiency:

Lakisha Q. Burch, Town Clerk

Town Attorney

TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

By: 
Glen J. Torcivia, Esq.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 10

TO: Town Council of Town of Loxahatchee Groves

FROM: Elizabeth Lenihan, Town Attorney

VIA: Francine L. Ramaglia, Town Manager

DATE: August 1, 2023

SUBJECT: Consideration of *Resolution No. 2023--53* approving Termination and Release of Declaration of Restrictive Covenant for Groves Town Center

Background:

The Town holds a restrictive covenant over 3.1 acres within the Groves Town Center property for quality native vegetation. The restrictive covenant was originally granted by Sundar Heeraman, previous owner of the property, to Palm Beach County in 2005. The 2005 restrictive covenant provides, in pertinent part, that the sole use of the parcel described therein, which contains approximately 3.1 acres of real property (the “Restricted Parcel”), is to be limited to bona fide agricultural purposes, unless and until the owner of the Restricted Parcel agrees to make a cash payment for the value of 3.1 acres to the Palm Beach County Natural Areas Stewardship Endowment Fund, or agrees to set aside 3.1 acres of contiguous area as approved by ERM containing quality native vegetation prior to the conversion of the Restricted Parcel to a nonagricultural land use required by the Vegetation Preservation and Protection Ordinance.

Since that time, the Restricted Parcel under the 2005 restrictive covenant became part of the Groves Town Center development. The owners of Groves Town Center have recorded a Restrictive Covenant and Limited Access and Conservation Easement covering approximately 23.169 acres restricting the use to conservation and equestrian trail uses.

The owners of the property have requested the Town consider the 23.169 acres under the Restrictive Covenant and Limited Access and Conservation Easement a satisfaction of the requirements under the 2005 restricted covenant to set aside 3.1 acres of contiguous area containing quality native vegetation.

Recommendation:

Move Town Council adopt *Resolution No. 2023-53* approving Termination and Release of Declaration of Restrictive Covenant for Groves Town Center.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-53

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIVE COVENANT RELATED TO GROVES TOWN CENTER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2005, the prior owner of property within the Town that is now known as the Groves Town Center recorded a Declaration of Restrictive Covenants in favor of Palm Beach County for the preservation of 3.1 acres of native vegetation (“Declaration”); and

WHEREAS, in 2021, the County transferred its interest in the Declaration to the Town; and

WHEREAS, the current owner of the property has created a conservation tract on the property and recorded a Restrictive Covenant and Limited Access and Conservation Easement consisting of approximately 23.169 acres restricting the use to conservation and equestrian trail uses (“Restrictive Covenant”); and

WHEREAS, the owner of the property has requested the Town terminate and release the Declaration of Restrictive Covenant recorded in 2005 pursuant to the terms therein as the Restrictive Covenant satisfies the intended purpose of setting aside 3.1 acres of native vegetation; and

WHEREAS, the Town has determined the termination and release of the Declaration of Restrictive Covenants serves a public purpose.

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 and authorizes the Mayor to execute the Termination and Release of Declaration of Restrictive Covenant.

Section 3. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Laura Danowski, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-__ DAY OF _____, 2023.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Laura Danowski

Lakisha Burch, Town Clerk

Vice Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Marianne Miles

Office of the Town Attorney

Councilmember Phillis Maniglia

Prepared By and After
Recording Return to:

Robert B. Barkin, Esq.
Akerman LLP
777 South Flagler Drive
Suite 1100 West Tower
West Palm Beach, Florida 33401

space above this line for recording information

TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIVE COVENANT

THIS TERMINATION AND RELEASE OF DECLARATION OF RESTRICTIVE COVENANT (this "Termination") is made as of the ____ day of _____, 2023, by and among **LOXAHATCHEE EQUESTRIAN PARTNERS, LLC**, a Florida limited liability company, having its principal office located at 250 Delaware Avenue, Buffalo, New York 14202, and **SOLAR SPORTSYSTEMS, INC.**, a New York corporation, having its principal office located at 250 Delaware Avenue, Buffalo, New York 14202 (collectively, "Owner"), and the **TOWN OF LOXAHATCHEE GROVES**, a political subdivision of the State of Florida, with a mailing address of 155 F Road, Loxahatchee Groves, Florida 33470 (the "Town"), for the express purpose of terminating and forever releasing and discharging the Restrictive Covenant (as hereinafter defined).

WHEREAS, Owner owns that certain real property situated in Palm Beach County, Florida, generally located at the northeast corner of Southern Boulevard and "B" Road and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, Sundar Heeraman, Owner's predecessor in title to the Property ("Prior Owner"), entered into that certain Declaration of Restrictive Covenant with Palm Beach County, a political subdivision of the State of Florida ("PBC"), through its Department of Environmental Resources Management, which was recorded on November 28, 2005 in Official Records Book 19585, Page 0697, of the Public Records of Palm Beach County, Florida (the "Restrictive Covenant"), against the Restricted Parcel (defined below);

WHEREAS, Section 2 of the Restrictive Covenant provides, in pertinent part, that the sole use of the parcel described in Exhibit "A" of the Restrictive Covenant, described in Exhibit "B" attached hereto and incorporated herein, which contains approximately 3.1 acres of real property (the "Restricted Parcel"), and is a portion of the Property, is to be limited to bona fide agricultural purposes, unless and until the owner of the Restricted Parcel agrees to make a cash payment for the value of 3.1 acres to the Palm Beach County Natural Areas Stewardship Endowment Fund, or agrees to set aside 3.1 acres of contiguous area as approved by ERM containing quality native vegetation prior to the conversion of the Restricted Parcel to a nonagricultural land use required by the Vegetation Preservation and Protection Ordinance;

WHEREAS, Owner intends to construct a mixed-use commercial center at the Property, to be known as “Groves Town Center”, as approved by the Town via Ordinance 2018-08 (the “PUD Ordinance”) and Resolution 2018-84 (the “Site Plan Resolution”);

WHEREAS, Owner and the Town entered into that certain Restrictive Covenant and Limited Access and Conservation Easement, which was recorded on May 16, 2019 in Official Records Book 30616, Page 1289, of the Public Records of Palm Beach County, Florida (the “Limited Access and Conservation Easement”);

WHEREAS, the Limited Access and Conservation Easement created a conservation tract on the Property, a portion of which is 300-foot-wide along the Property’s northern and eastern boundaries and a portion of which is 100-foot-wide along the Property’s northern and western boundaries, which contains approximately 23.169 acres of contiguous land, as shown on the Master Plan in the PUD Ordinance and on the Site Plan in the Site Plan Resolution, and as more particularly described in Exhibit “C” attached hereto and incorporated herein (collectively, the “Conservation Tract”);

WHEREAS, PBC assigned, transferred and set over to the Town all of PBC’s right, title and interest in and to the Restrictive Covenant pursuant to that certain Assignment of Declaration of Restrictive Covenants, which was recorded on July 2, 2021 in Official Records Book 32649, Page 0545, of the Public Records of Palm Beach County, Florida;

WHEREAS, Owner and the Town have agreed that Section 2 of the Restrictive Covenant has been satisfied by the Limited Access and Conservation Easement and the Restriction is no longer necessary because the intent behind the Restrictive Covenant has been satisfied by virtue of the Conservation Tract; and

WHEREAS, Owner and the Town hereby agree to terminate, release and forever discharge the Restrictive Covenant.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Town, intending to be legally bound, do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Effective as of the date hereof, the Restrictive Covenant is terminated, released and discharged in its entirety; shall be of no further force or effect; and no longer a burden or encumbrance on title to the Restricted Parcel. The parties hereby direct the Clerk of Official Records, Palm Beach County, Florida, to cancel same of record.

[Signatures Appear on the Following Pages]

[Signature Page to Termination and Release of Restrictive Covenant]

IN WITNESS WHEREOF, Owner and the Town have executed this Termination as of the date first written above.

Witnesses

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNER:

**LOXAHATCHEE EQUESTRIAN
PARTNERS, LLC, a Florida limited liability
company**

By: Solar Sportsystems, Inc., a New York
corporation, its sole member

By: _____
Name: Daniel J. Zimmer
Title: Treasurer

**SOLAR SPORTSYSTEMS, INC., a New York
corporation**

By: _____
Name: Daniel J. Zimmer
Title: Treasurer

STATE OF NEW YORK
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this ____ day of _____, 2023, by Daniel J. Zimmer, as Treasurer of Solar Sportsystems, Inc., a New York corporation, on behalf of the corporation and as the sole member of Loxahatchee Equestrian Partners, LLC, a Florida limited liability company,, on behalf of the company.

(Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

Personally Known: _____
OR Produced Identification: _____
Type of Identification Produced: _____

ATTEST:

Lakisha Burch, Town Clerk

Approved as to Form and Legal
Sufficiency:

Office of the Town Attorney

TOWN:

TOWN OF LOXAHATCHEE GROVES,
a political subdivision of the State of Florida

By: _____
Laura Danowski, Chair

EXHIBIT "A"

Legal Description of the Property

EXHIBIT "B"

Legal Description of the Restricted Parcel

EXHIBIT "C"Legal Description of the Conservation Tract

[A PORTION OF TRACTS 4, 5 AND 6 BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID TRACT 6, THENCE N 2° 10' 14" E ALONG THE EAST LINE OF SAID TRACT 6, A DISTANCE OF 617.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 87° 49' 46" E, A DISTANCE OF 273.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°11'43", A DISTANCE OF 26.21 FEET TO A LINE 300 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 1139.17 FEET TO A LINE 300 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 89° 12' 34" W, A DISTANCE OF 1272.95 FEET TO A LINE 100 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 5; THENCE ALONG SAID LINE S 2° 10' 14" W, A DISTANCE OF 745.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°23'00", A DISTANCE OF 156.00 FEET TO THE POINT OF TANGENCY; THENCE N 88°26'46" W ALONG A LINE 100 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4, A DISTANCE OF 821.41 FEET TO THE EAST LINE OF "B" ROAD; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 100.01 FEET TO SAID NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4; THENCE ALONG SAID NORTH LINE S 88°26'46" E TO THE WEST LINE OF SAID TRACT 5, A DISTANCE OF 820.33 FEET; THENCE N 2° 10' 14" E ALONG SAID WEST LINE OF TRACT 5, A DISTANCE OF 1042.78 FEET TO THE NORTH LINE OF SAID TRACT 5; THENCE S 89°12'34" E ALONG SAID NORTH LINE OF TRACTS 5 AND 6, A DISTANCE OF 1673.07 FEET TO THE EAST LINE OF TRACT 6; THENCE S 2° 10' 14" W ALONG SAID EAST LINE, A DISTANCE OF 1447.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 1,009,244 SF, 23.169 ACRES, MORE OR LESS.]



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 11

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry Peters, Public Works Director
DATE: August 01, 2023
SUBJECT: Discussion and updates on Storm Season Priorities

Background:

Discussion and updates on Storm Season Priorities:

- **Gate repairs**

- **Gates:**

- Folsom Gate

- A Gate

- D Gates (East and West)

- **Software:**

- SCADA System - Updated from HT-3 to HT-4

- **Emergency generator**

- 125KW Portable Generator for 400 Amp Service to Town Hall.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 12

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry Peters, Public Works Director
DATE: August 01, 2023
SUBJECT: Discussion and update on Paving Project.

Background:

The Town’s paving project was projected to be segmented into eleven segments. Seven of the segments with easements for road paving were issued “Notices to Proceed” and have been paved. Two segments were issued “Notices to Proceed” in anticipation of receiving all the easements necessary for those segments. The Contractor prepared and primed those segments for paving. We have since rescinded the “Notice to Proceed” for the two segments due to not receiving all easements. Two segments had not received the necessary easements and were not issued the “Notice to Proceed”.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 13

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry Peters, Public Works Director
DATE: August 01, 2023
SUBJECT: Discussion on Canal Bank Restoration (in partnership with the Sod Farm).

Background:

The Town's Public Works Department crew has been repairing and stabilizing canal banks where needed for paving project.

In order to prevent the erosion of the banks we have been placing sod on the banks.

The sod has been donated by the "SOD Farm".



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 14

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: August 1, 2023
SUBJECT: Discussion of scheduling meeting dates for property owner workshops, RV public input workshop, budget workshops and Council Priorities

Background:

Below is a proposed schedule for discussions and action as noted for upcoming agenda workshops and regular council meetings in August 2023 through March 2024:

August 15	Property Appraiser presentation and discussion -Budget Workshop -Assessments: -Methodology -Village of Royal Palm drainage assessment -Culvert replacement policy/assessment -Mobility fees and impact fees – possibilities and limitations -Cost sharing policy -Capital funding & borrowing -Livestock waste/Solid waste/Ag (BMPs) -Code fine reductions
September 5	FPL Presentation -FY22 Audit Presentation -1 st Budget Hearing -Assessment Resolutions -2 nd Reading Fine reduction code amendments -2 nd Reading Board & Committees -1 st Reading RVs -1 st reading livestock waste -1 st reading agritourism -Piggyback & contract renewals -Lobbyist Agreement --Surplus Assets
September 19	2 nd Budget Hearing -Amendments to Article 87 (land clearing) -Tree mitigation receiver sites -Special Use permits

	-RVs
October 3	-2 nd Reading RVs -2 nd reading livestock waste/solid waste (BMPs) -2 nd reading agritourism -Publix turn on B Road -Piggyback & contract renewals
October 17	-Quarterly Reports: -FR, PBSO, IT, P&Z, Bldg., Code, PW, Finance, Attorney - Noise code amendments – remove dB measurements - Nuisance abatement amendments - Citation program for code enforcement - Sign code amendments -Rules of Procedure
November 7	-1 st Reading Article 87 -1 st reading nuisance abatements -1 st reading noise code -1 st reading sign code -1 st reading citations
November 21	-Unrecorded plats -Nonconformities -ROW and easement corrections
December 5	-2 nd Reading Article 87 -2 nd reading nuisance abatement -2 nd reading citations -2 nd Reading Sign Code -2 nd reading noise code -Ch 197 Assessment Notice

The above is primarily an ordinance driven priority list and does not really account for any of the contracting and other work of the Town. Some of the other items not on the list include necessarily follow up items from workshop discussions, NPDES Compliance, Assessment Methodology adoption, additional use of FS 197 for assessment collection etc. We may need to space things out a bit more and we continue to implement a more complete agenda tracking system.

Other Public Meetings to be scheduled include:

- Comp Plan Update/EAR public input Workshops & Public Hearings
- Budget Workshops
- RV public input Workshops
- Realtor Outreach re Land Use, Zoning and permitted use of RVs.
- Neighborhood Meetings (San Diego, 161st, etc.)

Recommendation:

Review, discuss and direct Staff.