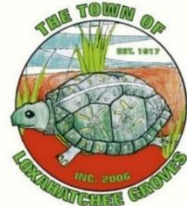


TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL WORKSHOP/ SPECIAL MEETING

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

AGENDA

JULY 19, 2022 – 6:30 - 9:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

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

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

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

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

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

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

Calendar of Events

| <div> <div>< ></div> <div>July, ▾</div> <div>2022 ▾</div> </div> | | | | | | |
|------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------|---------------------------------------------------|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| 26 | 27 | 28 | 29 | 30 | 01 | 02 |
| 03 | 04 Independence Day - TOWN HALL CLOSED | 05 Town Council Community Open Discussion Workshop /Regular Meeting- Workshop at 6:00 pm and Regular Meeting at 6:30 p.m. | 06 | 07 | 08 | 09 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 Town Council Workshop Meeting | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 2nd Annual Back to School Backpack Drive |
| 31 | 01 | 02 | 03 | 04 | 05 | 06 |

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Consideration of Meeting Minutes
 - a. March 30, 2021, Town Council Special Meeting Minutes
 - b. April 6, 2021, Town Council Regular Meeting Minutes
 - c. February 15, 2022, Community Workshop Meeting Minutes
 - d. March 1, 2022, Town Council Regular Meeting Minutes
 - e. April 5, 2022, Community Workshop Meeting Minutes
 - f. June 7, 2022, Community Workshop Meeting Minutes
2. Consideration of **Resolution No. 2022-38** accepting easement from Collier.

REGULAR AGENDA

3. Consideration of **Resolution No. 2022-39** fifth addendum to the Law Enforcement Service Agreement (LESA).
4. Consideration of **Resolution No. 2022-40** regarding contract for legal services with Johnson, Anselmo et al.
5. Consideration of **Resolution No. 2022- 32** establishing the Town's preliminary ad valorem millage rate of 3 mills for Truth-in-Millage ("TRIM") purposes for the fiscal year 2023 beginning October 1, 2022, proposed at 3 mills which is the same rate as for FY 2022, the current year.
6. Consideration of **Resolution No.2022-33** establishing the Town's preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for the fiscal

year 2023 beginning October 1, 2022, proposed at \$450/unit for residential curbside service which is the same rate as for FY 2022, the current year.

Town Council recesses to convene as the Dependent Water Control District Board of Supervisors.

7. Consideration of ***Resolution No. 2022-DD04*** regarding Contract for legal services with Johnson, Anselmo et al.
8. Consideration of ***Resolution No. 2022-DD03*** establishing the district's preliminary Road & Drainage non-ad valorem assessment rate for the fiscal year 2023 beginning October 1, 2022, proposed at \$200/unit which is the same rate as for FY 2022, the current year.

Dependent Water Control District Board of Supervisors adjourns to reconvene as Town Council.

Town Council will recess to convene as the Selection Committee.

9. Consideration of the Audit Request for Proposal (RFP) by Town Council sitting as Selection Committee.

Selection Committee adjourns to reconvene as Town Council.

10. Workshop Item: Discussion of Town Council's Priorities.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

Laura Danowski (Seat 2)

Mayor Robert Shorr (Seat 4)

ADJOURNMENT

Comment Cards:

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



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF SPECIAL MEETING
MARCH 30, 2021**

Meeting audio available in Town Clerk's Office

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Vice Mayor and Acting Mayor Herzog called meeting to order at 4:02 p.m.

PLEDGE OF ALLEGIANCE

Vice Mayor and Acting Mayor Herzog led the Pledge of Allegiance.

MOMENT OF SILENCE

Vice Mayor and Acting Mayor Herzog led a prayer.

ROLL CALL

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

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Council Member Maniglia stated that the information in the title of the Resolution is incorrect. In the Resolution title it states that 142 Avenue North and 42nd Road. The correct language is 145th Road North and 43rd Road N.

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was no public comment.

REGULAR AGENDA

1. Review to adopt RESOLUTION 2021-12 to receive deeded ROW land from properties in the general vicinity of 145th Ave N and 43rd Rd N. (also known as LTC LLC)

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING ACCEPTANCE OF A DEDICATION OF LAND LOCATED IN THE VICINITY OF THEORETICAL 145th AVENUE NORTH & THEORETICAL 43 ROAD NORTH, LOXAHATCHEE GROVES,

FLORIDA, ("LAND"), FROM CONTRACT PURCHASERS DR. KENNETH A. LARSON, IVY LARSON & GAIL INGRAM ("BUYERS"); AUTHORIZING THE MAYOR AND TOWN MANAGER, SUBJECT TO SATISFACTORY COMPLETION OF DUE DILIGENCE, TO ACCEPT IN SUBSTANTIAL FORM, THE DEED OF CONVEYANCE AND EXECUTE ALL INSTRUMENTS AND DOCUMENTS REASONABLY NECESSARY OR INCIDENTAL TO CONSUMMATE TRANSFER OF TITLE OF THE LAND TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachments: Proposed Development Agreement
Proposed Special Warranty Deed
Road Construction Development Cost Proposals.

Town Manager James Titcomb provides a brief presentation of the history of the Little Turtle Creek project and the negotiations with property buyers, Dr. Kenneth and Ivy Larson and Gail Ingram.

Councilmember Miles expressed her concerns regarding Section 3.1(b) of the development agreement. She requested that the "fast track of any zoning changes" be stricken from the agreement.

Councilmember Maniglia questions Town Planner Jim Fleischman about the process of fast tracking for Zoning

There was a unanimous consensus to strike Section 3.1(b) and 3.2 (e) from the agreement. Consensus is as follows Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Danowski, Shorr, and Miles.

There was a consensus of 3-2 to strike Section 4.1(b) from the agreement. Consensus is as follows Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Councilmember Miles. Nays: Councilmember Danowski, and Shorr.

Councilmember Maniglia inquired about the flood plain development for the project. Town Engineer, Scott Priceman, Keshavarez and Associates provided a response.

Councilmember Miles inquired about the parcel adjacent to Little Turtle Creek providing 43rd Road North access to 140th Road N through an Interlocal agreement with Indian Trail Improvement District

Councilmember Maniglia provided comment for Little Turtle Creek closing 145th Road N. and 43rd Road North.

Councilmember Laura Danowski thanked the buyers and the sellers for the efforts and patience with the process.

Councilmember Maniglia asked Town Attorney James Brako for an explanation regarding Section 2.1 (a) regarding the reversionary interest. She stated that the reversionary interest is unacceptable.

Acting Mayor and Vice Mayor Herzog concurred with Councilmember Maniglia regarding her comments about the reversionary interest.

Acting Mayor and Vice Mayor Herzog inquired about the naming of the roads.

Councilmember Miles express concerns regarding the residents off of 140th Road being denied access to the road once the agreement is made.

Councilmember Shorr expresses his disagreement with the reversionary statement in the contract

There was a unanimous consensus to strike Section 2.1(a) from the agreement. Voting is as follows Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Danowski, Shorr, and Miles.

Councilmember expresses that she would like for the residents of 43rd Road North to have the opportunity to speak regarding the project.

Public Comment was made by Todd McClendon, James Rockett, and Ken Johnson

Mr. James Rockett requested that Town Council allow letters that he brought to the meeting from residents James and Nancy Rockett, Luz De La Cruz, Damon Rockett, Lesley Rauberts, and Sarah and Tony Cruz regarding 2012-12 be accepted and submitted into the record.

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to accept letters from residents James and Nancy Rockett, Luz De La Cruz, Damon Rockett, Lesley Rauberts, and Sarah and Tony Cruz be accepted and submitted into the record. Voting is as follows Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Danowski, Shorr, and Miles. Motion passed unanimously.

Councilmember Shorr inquired about the ability to redraw the property line to merit setbacks.

Councilmember Miles asked Town Attorney Bracko if approving the Town Council approve the Resolution are they also approving the agreement.

There was a unanimous consensus to strike the agreement from Resolution 2012-12. Voting is as follows Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Danowski, Shorr, and Miles.

There was a unanimous consensus to strike development order from Resolution 2012-12. Voting is as follows Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Danowski, Shorr, and Miles.

Town Council discussed the cost of the project. Council Member Maniglia expressed concerned about the cost of the proposal and expressed she did not want Public Works to pave the road due to limited staffing.

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

Councilmember Shorr asked Public Works Director Larry Peters about the timeline for Public Works to complete the paving project.

Councilmember Miles expressed her support of Public Works paving the required road due to the saving to the Town Taxpayers.

There was a consensus of 3-2 to for Public Works to pave the Little Turtle Creek 43rd Road N to 145th Avenue. Voting is as follows Ayes: Acting Mayor and Vice Mayor Herzog, and Councilmembers Shorr, and Miles. Nays: Councilmembers Maniglia and Danowski.

Councilmember Maniglia requested that millings are add to the asphalt.

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to include millings for the paving of Little Turtle Creek 43rd Road N to 145th Avenue. Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Danowski, Shorr, and Miles. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to approve Resolution 2021-12 with deletions that were discussed and recorded by Council Voting is as follows Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Danowski, Shorr, and Miles. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Welcomed the Larsons to Loxahatchee Groves. Look forward to the paving of 43rd Road North.

Laura Danowski (Seat 2)

- Thanked the Larson and Ingram family for their patience in the process of bring the agreement to fruition.

Marianne Miles (Seat 3)

- Thanked the Larsons for attending the meeting and their patience.

Robert Shorr (Seat 4)

- No comments

Acting Mayor and Vice Mayor Marge Herzog (Seat 5)

- Welcomed the Larsons to Loxahatchee Groves and asked that they come active in the Loxahatchee Groves Landowner Association

TOWN STAFF COMMENTS

Town Manager

- Thanked the Larson, Town Attorney Bracko and staff for all their hard work and patience throughout the process.
- Thanked Indian Trail Improvement District for the patience with the Town as details were worked out in the agreement

ADJOURNMENT

There being no further business the meeting was adjourned at 8:42 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Elizabeth Lenihan, Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Phillis Maniglia

Councilmember Phillis Maniglia

Councilmember Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF REGULAR MEETING
APRIL 6, 2021**

Meeting audio available in Town Clerk's Office

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Vice Mayor Herzog called meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Vice and Acting Mayor Herzog led a prayer.

ROLL CALL

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

ADDITIONS, DELETIONS & MODIFICATIONS TO THE AGENDA

Town Clerk Burch requested that Item 1 be pulled from the agenda and if item regarding Rules of Order and Board and Committees be placed at the end of the agenda before Town Council Comments

Councilmember Maniglia made a motion to modify the agenda as requested by Town Clerk Burch and seconded by Councilmember Danowski; Voting is as follows Ayes: Acting Mayor and Vice Mayor Herzog, Councilmembers Maniglia, Danowski, Shorr, and Miles. Motion passed unanimously.

APPOINT SEAT OF MAYOR- RESOLUTION NO. 2021-15

Councilmember Maniglia made a motion to appoint Robert Shorr as Mayor. Seconded by Councilmember Miles. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Miles. Motion passed unanimously.

APPOINT SEAT OF VICE MAYOR- RESOLUTION NO. 2021-16

Mayor Shorr made a motion to appoint Laura Danowski as Vice-Mayor. Seconded by Councilmember Miles. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Miles. Motion passed unanimously.

APPOINT SEAT OF CHAIR OF BOARD OF SUPERVISORS- RESOLUTION NO. 2021-DD01

Councilmember Maniglia made a motion to appoint Laura Danowski as Chair of the Board of Supervisors. Seconded by Vice Mayor Danowski. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

APPOINT SEAT OF TREASURER OF BOARD OF SUPERVISORS-RESOLUTION NO. 2021-DD02

Councilmember Maniglia made a motion to appoint Councilmember Herzog as Treasurer of the Board of Supervisors. Seconded by Vice Mayor Danowski. Voting is 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 public comment made by Virginia Standish, Kenneth Johnson, Catherine Roze, and Nina Corning.

CONSENT AGENDA

- 1. Approval of Meeting Minutes – ITEM PULLED FROM CONSENT AGENDA UNDER ADDITION DELETIONS AND MODIFICATIONS**
 - a. January 19, 2021
 - b. February 2, 2021
 - c. February 16, 2021
- 2. Approval of Resolution No. 2021-13 authorizing the entry by the Town into agreements with vendors for goods and services utilizing for Village of Wellington ITB #202032 Hardwood Tree pruning village wide authorizing the mayor to Execute necessary documents in forms acceptable to the Town Manager and Town Attorney to take necessary action to implement such Cooperative Purchasing Agreements.**
- 3. Approval of Resolution No. 2021-14 authorizing the entry by the Town into agreements with vendors for goods and services utilizing Palm Beach County's Towing and Recovery of County Vehicles Solicitation #15-055R/ZG; authorizing the mayor to execute necessary documents in forms acceptable to the Town Manager and the Town Attorney to implement the intent of this resolution.**

Councilmember Maniglia made a motion to approve the Consent Agenda without item #1. Seconded by Councilmember Herzog. Voting is as follows Ayes: Mayor Shorr, Councilmember Maniglia, and Herzog. Nays: Vice Mayor Danowski, and Councilmember Miles. Motion passed 3-2.

PUBLIC HEARING

4. Approval of First Reading of **Ordinance No. 2021-01** assigning Commercial Low (CL) Zoning map designation on the Town of Loxahatchee Groves zoning map to the following three parcels of land located at 14711 Southern Boulevard, comprising 2.62 acres. Approval of First Reading of **Ordinance No. 2021-02** amending the Unified Land Development Code to (1) revise Article 10 definitions, abbreviations and construction of terms to add to the definition of limited access Self-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 self-storage facility permitted with category “A” Special Exception approval, subject to Section 80-075 limited access Self-Storage Facility; and (3) add Article 80 conditional uses Section 20-075 limited access Self-Storage Facility.

Presentation was given by Bradley Miller, Urban Design Studio and Jim Fleischman, Town Planner

Councilmember Maniglia commented/inquired about the following regarding Ordinance 2021-01:

- Was a crime study conducted for the property?
- Office hours for the Employees for the Storage Facility
- A&G Plaza and Post Office Property located near the site
- Use of the A&G Plaza by Tractor Trailer drivers and Migrant workers
- Was the petitioner willing to give up the height for 35% of the gross site
- Requested that “indoor self-storage” is placed throughout the ordinance and development order in order to clarify the use of the property.
- Support of the no compete clause

Councilmember Miles commented/inquired about the following regarding Ordinance 2021-01:

- How many bays are the in the facility and the size of each unit
- Staffing of the storage facility and customer access to the property
- Checking in of customers at the front desk
- Who ensure customers are leaving and not sleeping in the unit?
- How will law enforcement respond if a customer stays after hours

Councilmember Herzog commented/inquired about the following regarding Ordinance 2021-01:

- Gate at Tangerine Boulevard
- Responsibility for the gate in a secure area
- Size of the trail in width
- Size of the lake
- Number of parking spaces at the facility
- Accommodation of trucks with limited parking
- Future plans for Lockhart Storage property behind A&G
- Number of 35-foot buildings along Southern Blvd. Concerned about height of the buildings.

Vice Mayor Danowski commented/inquired about the following regarding Ordinance 2021-01:

- Access to the lockbox key on Tangerine
- Palm Beach County Fire Rescue and Sheriff Office access issue to property off Southern Boulevard
- Dealing with the Wetland Mitigation of the property
- Intent to purchase property to the west of the site to convert property to a different use
- Stricken language in Article 10 of the development order

Mayor Shorr commented/inquired about the following regarding Ordinance 2021-01:

- More detail required for the Northern and Southern of the property
- Solidification of sidewalks on Department of Transportation property on the drawing
- Requested better details of the Northenden at Tangerine Drive.
- Requirement for green space for Flood Plain Development
- Property line on Tangerine Drive

There was a consensus of 4-1 to move forward with the project. Consensus is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Maniglia, and Miles. Nays: Councilmember Herzog.

- Councilmember Miles made the following additional comments/inquiries regarding Ordinance 2021-01:
- Emergency backup in the event of a Hurricane
- Petitioner paying for excessive calls to Palm Beach County Sheriff's Office

Councilmember Maniglia made the following additional comments/inquiries regarding Ordinance 2021-01

- Request for petitioner to pay for law enforcement services at the site
- Implementation of Impact fees

Ordinance No 2021-01 was read into the record by Town Attorney James Brako.

Town Planner Jim Fleischman provided comment on the approval of the Ordinance.

There was public comment made by Casey Suchy and Virginia Standish.

Councilmember Maniglia made a motion to approve Ordinance 2021-01 on first reading with an addition to add the word "indoor" to self-storage throughout the Ordinance and development order. Seconded by Vice Mayor Danowski. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Ordinance No 2021-02 was read into the record by Town Attorney James Brako.

Town Planner Jim Fleischman provided a brief presentation on Ordinance 2021-02.

Councilmember Maniglia commented/inquired about the following regarding Ordinance 2021-02:

- Splitting acres for Commercial Districts
- Two-mile requirement for the same type of business on Southern Boulevard
- Elevation grade standards
- Schematic of the site plan with the Planning and Zoning Board requirement
- Lost of units if ratio is reduced to 25%
- Town Council to review height definition requirement
- Addition of indoor storage language to the ordinance

Mayor Shorr commented/inquired about the following regarding Ordinance 2021-02:

- Ratio clarification
- Minimum and maximum square footage of an acre
- Building height definition in the Town Code of Ordinances
- Reference point changes
- Plot coverage definition

Councilmember Maniglia made a motion to approve Ordinance 2021-02 on first reading with an addition and/or changes: Add the word “indoor” to self-storage throughout the Ordinance and development order, Change Item 2 to verbiage limiting the separation of two miles between Self Storage Development and add height to finish grade. Seconded by Vice Mayor Danowski. Voting is as follows Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

REGULAR AGENDA

5. Update from Groves Town Center (redesigned retention pond perimeter)

Matthew Barnes from WGI provided an update on the Groves Town Center retention pond.

Councilmember Maniglia commented/inquired about the following regarding the retention pond and/or Groves Town Center:

- Effect of finish grade on the project
- Possibility of an Assisted Living Facility or hotel on the Groves Town Center Property
- Signage for unauthorized vehicles
- Reasons for project delay
- Buffer for the Northenden of the pond near Collecting Canal

Councilmember Miles commented/inquired about the following regarding the retention pond and/or Groves Town Center:

- Thanked the petition for rectifying the issue
- Possible trail for the site
- Width of the greenspace North and South
- Possibility of making the pond smaller and deeper for the berm

Councilmember Herzog commented/inquired about the following regarding the retention pond and/or Groves Town Center:

- Status of the oak trees at the site

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

Vice Mayor Danowski commented/inquired about the following regarding the retention pond and/or Groves Town Center:

- Time for planted trees to reach full maturity
- Permeable fiber under the trail

Mayor Shorr commented/inquired about the following regarding the retention pond and/or Groves Town Center:

- Deadline for the completion of the trail
- Brum just of the property

There was public comment made by Casey Suchy and Virginia Standish.

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

6. Update Town Council on turn-key Code Enforcement/Build and select date for workshop to discuss.

Assistant Town Manager Francine Ramaglia provided an update on Code Enforcement and Building Services for the Town and items for the Town Council Workshop

Town Council requested the following items be discussed at the workshop:

- Keshavarez and Associates to provide an update on culvert replacement projects for the city
- Drainage in front of Big Dog Ranch
- Purchase of tractors
- Cost to clean canals with excavators
- Easements
- Installation of bollards on South D Road
- FAAC committee update in regard to the Budget

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

There was public comment made by Nina Corning.

7. Rules of Order and Procedure/Board and Committees – ADDED TO THE AGENDA UNDER ADDITIONS

Town Clerk Burch requested that Council review the Rules of Order and Procedures and send any additions and/or subtractions to be placed in the Resolution

The following items was discussed by Town Council and Town Staff regarding Town Boards and Committees:

- Implementation of Boards and Committees
- Process and qualification of member selection
- Sunset of Committees
- Necessity of Town Boards and Committees
- Purpose of Boards and Committees

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

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Provided status of the delivery of the dustless products
- Express concerned of the condition of the mower arm
- Implementation of fine for illegal parking on berm or canal bank

Laura Danowski (Seat 2)

- Status of produce company
- Complaints from residents regarding lack of communication with Coastal
- Status of the five-day work week
- B Road restoration efforts status
- Beer for My Horses event

Marianne Miles (Seat 3)

- Payment of \$59,000 from Dr. Kenneth Larson and closing date for the property
- Cost of asphalt millings
- Painting of speed bumps
- Review of the budget to allocate funds
- Interlocal agreement for the Okeechobee Boulevard Grant
- Emergency access and guard rail on 43rd Road N. and 140th Road

Motion was made by Councilmember Maniglia to remove phase 1 inspection requirement from Resolution 2021-12. Seconded by Councilmember Herzog. Voting is as follows: Ayes:

Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Maniglia. Nays: Councilmember Miles. Motion passed 4-1.

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

Marge Herzog (Seat 5)

- Trash on D Road
- Signage on Collecting Canal
- Thanked staff for breakdown of workshop items

Mayor Robert Shorr (Seat 4)

- Grader operator position open at Public Works
- Letter to Surtax Oversight Committee regarding funding for paving and drainage

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

TOWN STAFF COMMENTS

Town Manager

- None

Assistant Town Manager

- None

Town Attorney

- Attorney General Opinion regarding law services provision for the Palm Beach County Sheriff's Office

Public Works Director

- None

Town Clerk

- None

ADJOURNMENT

There being no further business the meeting was adjourned at 12:17 a.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

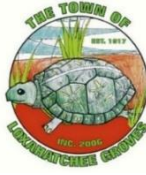
Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Margaret Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
FEBRUARY 15, 2022**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

COMMENTS FROM THE PUBLIC

There were public comments made by the following: Lissette Vazquez and Todd McLendon.

Ms. Vazquez made comments regarding non-permitted dwelling on San Diego Drive, she also stated that she has made phone calls to Code Enforcement and has not received any returns calls. She did state that Jennifer called stating that she would forward the message to Code Enforcement. She continued to state that she works from home, and she has not seen anyone come to the property which is in question. She attended the meeting to be heard. She also handed out information (can be found in the Town Clerk's Office).

Mayor Shorr addressed her questions and concerns by stating that Town Council is not involved in Code Enforcement and giving her the steps of how to make a complaint. He also stated that Mr. Titcomb (Town Manager) will follow up on this issue. Mr. Titcomb stated he would speak with Code Enforcement; someone would call her back.

Councilmember Maniglia thanked Ms. Vazquez for attending the meeting tonight, then stated her concerns regarding Code Enforcement. She also stated that the road the Ms. Vazquez and Los Angeles Road are being cleaned up back the owners that are coming in. She also asked what is going on with the storage? Ms. Vazquez responded that she believes there are people living in there. Councilmember Maniglia stated that she should inform Children and Family Services. There was dialog between the Councilmember Maniglia and Mr. Titcomb.

Vice Mayor Danowski apologized to Ms. Vazquez for enduring this process and that staff will take care of the situation.

Todd McLendon asked Mayor Shorr about his appearance at F Road and Collecting while it was being paved. Mayor Shorr responded he was just videotaping. Mr. McLendon also asked about who is responsible for records from social media post, who is responsible. Town Attorney Lenihan responded that if it is Town official Facebook then the Town is responsible, if it is not the person who is making the comment is responsible. But all requests can come through the Town Clerks' office.

Councilmember Maniglia asked stated that the Public Works' department look like a junkyard. She then preceded to ask Mr. Peters why the area look so in a disarray and what is going on with the excavator because she believes there was a vote by Town Council to get rid of the equipment, she asked for an update.

Mr. Peters responded by stating that there should be an agreement with Palm Beach County to take it there. Town Attorney Lenihan stated the agreement is not yet complete. There was discussion among Town Council and staff. Councilmember Maniglia also asked about signs and vehicles, she also asked could it go to the scrap yard. Mr. Peters responded, yes. Mr. Peters then preceded to ask about purchasing some equipment from the upcoming auction held by Palm Beach County and could an agreement be made not to exceed a certain amount to purchase equipment? There were further questions about equipment- mainly what equipment does Mr. Peters want. Councilmember Maniglia asked why we as a municipality are not going to a dealership to purchase a new truck. Mayor Shorr responded that are financing is only for three (3) years. Mr. Peters announced that Public Works has hired some additional staff. Councilmember Maniglia stated now that staff has been hired, she would like to see a little more maintenance done. Mayor Shorr asked about the doubling of the workforce. Town Manger Titcomb responded. There continue to be discussions among Town Council and Mr. Peters.

Robert Dubrawski, a Commercial Real Estate Broker, asked about the permitting use of Commercial Low Zoning. He wanted to know was the Town opening up the commercial low zoning permitted uses. Town Council stated they had no impact on the topic but informed him of the process.

Mayor Shorr stated he wanted to speak about residents paving an existing driveway. He asked is there a simple process for or can consideration for a simple streamline process be created. Town Manager Titcomb asked Mr. Peters about the impact this may have on FDA. There was discussion among Town Council and Staff. Councilmember Maniglia asked about having permit boxes. Town Manager Titcomb stated that he suggests that we ask our Building professionals for recommendations.

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

Vice Mayor Danowski asked about the updating of the RV application and program. Town Attorney responded. Vice Mayor Danowski asked could it come before Town Council by June. Town Manager Titcomb stated it may before that time.

Councilmember Maniglia stated that it is very important for us to make sure that contractors are licensed.

ADJOURNMENT

The workshop was adjourned at 6:20 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia

TOWN OF LOXAHATCHEE GROVES

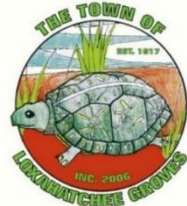
TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

Community Open Discussion Meeting 6:00-6:55 PM (Non-Agenda Items Workshop)

AGENDA

MARCH 1, 2022 - 7:00 - 10:30 P.M.



CALL TO ORDER

Mayor Shorr called the meeting to order at 7:02 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, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Petters, Town Planning Consultant James Fleishmann, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Town Attorney Lenihan asked for item #1 to be pulled from Consent to be brought back in April.

Mayor Shorr advised that he has another change; he asked if it has to be one motion at a time.

Town Manager Titcomb advised that item #2 on the Consent Agenda will need some discussion, it will need be recategorized as an actionable item to be placed on the Regular Agenda rather than Consent; this would save Council from having to pull the item from Consent.

Mayor Shorr inquired if this item is something that needs to be pulled now or later.

Town Attorney Lenihan responded it is Councils choice; it can be done either way.

Mayor Shorr requested for Town Council comments to be moved after Town Staff comments being that this is a meeting before an election; it will give Council a chance to thank everyone.

Motion was made by Mayor Shorr, seconded by Councilmember Miles to move Town Council comments after Town Staff comments and pull item #1 from Consent: it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, and Councilmembers Herzog and Miles. Nays: Councilmember Maniglia Motion passed (4-1).

Councilmember Maniglia commented she does not understand. She asked Mayor Shorr if he wants to change comments because it is after an election.

Mayor Shorr explained why and responded yes.

Councilmember Maniglia said no to seconding the motion.

Motion was made by Mayor Shorr, seconded by Vice Mayor Danowski to pull item #2 for discussion 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. 2022-07*** declaring an unsafe condition and directing notice regarding utility poles in Town right-of-way. **ITEM PULLED FROM CONSENT TO HEARD AT THE APRIL TOWN COUNCIL MEETING.**
2. Approval of ***Resolution No. 2022-08*** authorizing the Interlocal Agreement with Palm Beach County for Co-utilization of the Palm Beach County Surplus Property Thrift Store and ***Resolution No. 2022-09*** adopting the Thrift Store Purchasing Policy; and setting a not to exceed amount for purchases under the policy. **PULLED FROM CONSENT AGENDA FOR DISCUSSION**

Town Council directed staff to offer Town surplus equipment for sale at the Palm Beach County Surplus Property Thrift Store (Thrift Store). For the Town to utilize the Thrift Store for sale of surplus property it is required to enter into an Interlocal Agreement with Palm Beach County.

At its February 15, 2022, meeting, Town Council discussed adoption of a policy providing prior approval, in accordance with the Town's Purchasing Code, for the Public Works Director to make purchases from the Thrift Store. A proposed policy is presented for discussion and adoption. Town Council is requested to approve a not to exceed amount for purchases under the policy. Staff asked Town Council to adopt Resolution No. 2022-08 authorizing the Interlocal Agreement with Palm Beach County for Co-utilization of the Palm Beach County Surplus Property Thrift Store and adopt Resolution No. 2022-09 adopting the Thrift Store Purchasing Policy; and setting a not to exceed amount for purchases under the policy.

Mayor Shorr commented that he has no discussion on the Interlocal Agreement.

Vice Mayor Danowski requested Town Manager Titcomb do a summary of ILA.

Town Manager Titcomb presented this item to Town Council. He noted that the item was pulled as there was a blank line on the threshold amount to set for Public Works and the Town to spend on equipment without having to come before the Council for specific direction. He noted there were comments from Council regarding wording on this particular piece of the document. He explained that this agreement formalizes the protocol and policies.

Mayor Shorr inquired on fees and Town Attorney Lenihan responded that there is a fee that comes out as part of the sale.

Councilmember Herzog commented she thought that it was 25%.

Councilmember Maniglia inquired if the fee is 25%.

Town Manager Titcomb advised that the information can be located on pages 19 and 20 of the agreement; it is not a one fixed number.

There was discussion among Town Council.

Motion was made by Councilmember Maniglia, seconded by Councilmember Herzog approve Resolution No. 2022-08 authorizing the Interlocal Agreement with Palm Beach County for Co-utilization of the Palm Beach County Surplus Property Thrift Store: it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Mayor Shorr inquired if there was any discussion from Council on the threshold amount. He commented that \$50k is his starting point and explained his justification.

Councilmember Maniglia commented she does not agree with this; she thinks spending \$50k, \$70k or \$100k needs to come before Council.

Mayor Shorr commented the amount is already budgeted and noted it came before Council as a line item.

Vice Mayor Danowski provided an example and inquired if Mr. Peters wants to purchase items that are more than the \$25k managers threshold but still a budgeted line item; does he have to come before Council.

Town Attorney Lenihan responded yes; that is the purpose of this policy.

There was discussion between Town Council, Town Attorney and Town Manager and Public Works Director Larry Peters.

Councilmember Miles asked Mr. Peters what he thinks should be the threshold amount.

Mr. Peters responded \$100k.

Councilmember Miles commented on opportunities, equipment, and trust. She asked Mr. Peters what his budget is.

Mr. Peters responded \$150k for the past three cycles; in which he has never spent the \$150k and there has always been a reserve.

Councilmember Miles commented she would like \$100k and keep it under \$100k but would like to have the opportunity for \$150k and explained why.

Councilmember Herzog said that she thinks it is good for the municipalities; she thinks Council could go to the maximum amount of what Mr. Peters has in the budget like Councilmember Miles said which is \$100k.

There was discussion between Town Council, Town Attorney and Public Works Director Larry Peters.

Councilmember Maniglia commented she is not comfortable with doing this.

Vice Mayor Danowski asked Mr. Peters when does the thrift store open.

Mr. Peters responded the store it is not open all the time.

Mayor Shorr mentioned there is a schedule listed on the County's website.

Vice Mayor Danowski commented that she is okay with the \$50k.

Mayor Shorr commented on the verbiage listed for item #3 Criteria. He wants to add wording stating if there is no history available on the equipment and the purchase prices is more than \$25k it needs to come before Council.

Town Manager Titcomb commented that this is about policy.

There was discussion between Town Council, Town Manager, Town Attorney and Public Works Director Larry Peters.

There was consensus between Mayor Shorr, Vice Mayor Danowski and Councilmembers Miles and Herzog for the \$75k threshold.

Mayor Shorr commented that he wants wording added that if there is no history available and the cost is above \$25K it must be approved by Town Council. He requested to change the last sentence to state "as well as looking into other options" under #3 Procedures.

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

There was consensus to add the verbiage as well as other options in the last line.

Motion was made by Councilmember Herzog, seconded by Vice Mayor Danowski to approve Resolution No. 2022-09 adopting the Thrift Store Purchasing Policy; and setting a not to exceed amount for purchases under the policy with the changes discussed to \$75k; cross out the word before in the last line and add the verbiage as well as other options: it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nays: Councilmember Maniglia. Motion passed (4-1).

There was consensus to allow public comment from new resident.

REGULAR AGENDA

3. Update on Groves Town Center.

Representatives from Groves Town Center presented an update to Town Council.

Dan Zimmer Vice President of Delaware North presented PowerPoint presentation Groves Town Center. He discussed the Equestrian Trail-Clean up status. He mentioned there may be an issue with a neighbor encroaching on the land. He inquired if the Town has a Compliance Department. Town Manager Titcomb advised Mr. Zimmer to contact Town staff or Code Enforcement to look into this.

Mr. Zimmer continued presenting the Equestrian Trail-Clean up status. He mentioned engaging with Brian McNeal of Broad Park Equestrian Service, Inc. to advise on and perform tasks on the Equestrian Trail. He asked Town Council if it is acceptable to add bollards at the entrances to restrict access to the trails to prevent unauthorized users from tearing up the horse trail. Mayor Shorr commented to hire the professionals and let them make the recommendation.

Mr. Zimmer continued and presented the Stabilization of Trail, Conservative Easement- Removal of Exotics and The Equestrian Bridge Location. He compared the alternative location for the Equestrian Bridge and noted that it is 80 feet to the East of the current designed location. He mentioned the drainage issue near the designed bridge and said that there would be additional cost for the relocation of the bridge and noted the estimated cost. He asked that the Keshevarz Review fees be waived; they ask that if the bridge is relocated that the Town pay the cost and he explained why. He said that they are pleased with the progress to date.

Public Comment was given by Katie Lakeman and Todd McClendon.

Motion was made by Councilmember Maniglia, seconded by Vice Mayor Danowski to receive, and file trail photos taken by Katie Lakeman: it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia and Miles. Motion passed unanimously.

Mr. Zimmer responded to Ms. Lakeman's comment and noted that photos have been taken as well; he said that the trail is much cleaner and there is still work to be done.

Taylor Parker Associate at Bohler responded to Mr. McClendon's comment on turning lanes; she advised that under permitting the last item is securing a bond; there are some questions on the Department of Transportation (DOT) side with respect to path of ownership since there are several entities involved in the property ownership. She explained the next steps with the bond and permit after the questions have been resolved.

Mayor Shorr inquired if modifications will take place in the future for the turning lanes.

Ms. Parker advised what the required DOT conditions are for the intersection of B Road and Southern Boulevard and mentioned what is being proposed.

Councilmember Maniglia inquired on the roundabout for B Road.

Town Planning Consultant James Fleishman responded that this is one of the improvements that was being discussed prior to the B Road agreement between the three developers; it was for paving only B Road up to the entrance to the college and having a roundabout with paving; this was not carried forward in the agreement; it never was a requirement.

Councilmember Maniglia inquired on the tortoises.

Ms. Parker responded that Florida Fish and Wildlife would prohibit any construction taking place on any property that has endangered species; she explained the process of removing the tortoises.

Councilmember Maniglia commented on ATVs and signage being placed on the barricade stating no authorized motorized vehicles on the trails and fines. She asked Larry Peters Public Works Director to place this on a list to do. She asked about the horse crossing caution light on B Road and inquired who is responsible for the other side of the road.

Ms. Parker responded that this is not their property.

There was discussion between Councilmember Maniglia and Town Planning Consultant James Fleishmann.

Councilmember Maniglia thanked Mr. Zimmer for cleaning the trail. She mentioned the franchise agreement with Coastal Waste Services; she inquired about whether Bohler is exempt from using Coastal dumpsters.

Town Attorney Lenihan responded they have to use Coastal dumpsters.

Mr. Zimmer asked for the contact information for Coastal.

Town Manager Titcomb advised Mr. Zimmer to contact Town Hall and noted that the information is located on the Town's website.

Councilmember Maniglia commented on the bridge relocation. She asked if relief is only being sought for Keshevarz fees.

Mr. Zimmer responded that it is for all cost; he commented in respective to looking at their bills for what has been paid for the review of plans that they designed; the cost are certainly significant and a little bit out of the norm; however, in this case given the changeover of personnel at Keshevarz, the back-and-forth about comments that they would take issue with, he would ask that those fees be waived to the Town completely but the other costs to the extent that they would move the bridge and the instrumental cost in his view would be for the Town's account not the developer's account.

Councilmember Maniglia asked Mr. Zimmer if he has an amount.

Mr. Zimmer responded the amount is listed on the last page of the slide.

Councilmember Maniglia commented that she has no issue with \$17,500k.

Mr. Zimmer commented that these are estimates.

Ms. Parker commented that before a decision is made on the relocation of the bridge; she mentioned an email from Keshevarz regarding concerns conflicting with the clear zone of C Road. She noted the concerns expressed and said that she would like the concerns to be brought back to the table before a decision is made and explained why.

There was further discussion between Town Council, Mr. Zimmer and Ms. Parker on the bridge, access, unauthorized vehicles, and encroachments.

Mayor Shorr thanked the Mr. Zimmer and Ms. Parker for listening and acting. He said that he noticed that they have until March 31st to clean up all the exotics as the permit has conditions of approval, if it does not get done by March 31st there will be a stop work order the next day immediately; the Building Official will be out there, and someone will be out there on March 31st to inspect. He asked Mr. Zimmer for a timeline for the Equestrian Trail.

Mr. Zimmer inquired if the Town is okay with access control measures being placed at B and C Roads. If so, this opens a broad discussion; this is a recommendation coming from Brian McNeal. He does not have a timeline tonight; he estimates the next 30 days.

Mayor Shorr suggested a meeting be set for the first meeting in April for an update; dates can be established at that point.

Mr. Zimmer said this is fine.

Mayor Shorr commented this bridge has been a pain; He noted that there are 21-22 months to finish it and inquired on the updated cost.

Ms. Parker said that they are working with the pre-manufactured bridge person; they are updating based on material cost which has not been received yet.

Mayor Shorr inquired on the foundation cost and signaling.

Ms. Parker advised this can be included in the cost estimate.

Mr. Zimmer said that the cost to install the foundation was part of their cost anyway.

Mayor Shorr advised Mr. Zimmer to add up all the cost. He asked if they would consider a payment to the Town of what it would cost them to put the bridge in and pass this project on to the Town.

Councilmember Maniglia commented that she is not on board with him asking for this. She asked Mayor Shorr if he was going to talk with Town Council about this. She asked if the Town Attorney could weigh in on this and whether this is appropriate.

Town Attorney Lenihan responded yes.

Mr. Zimmer stated that they have not thought about this concept; they will have to think about it and come back to Council.

There was discussion between Mayor Shorr and Mr. Zimmer.

Mayor Shorr asked Council if they would consider a payment in lieu of doing the bridge. He mentioned having staff research cost for the Town to build the bridge and see where the numbers line up.

Councilmember Herzog asked Mayor Shorr if there is an escape clause.

Ms. Parker asked Mr. Shorr for clarification of the cost on the number; and what it would include.

Mayor Shorr said it is for all cost, payment in lieu of the bridge.

There was a consensus between Mayor Shorr, Vice Mayor Danowski and Councilmember Miles to discuss.

Councilmember Herzog inquired on who owns the property on the Southern end of C Road.

Mayor Shorr responded it is the Towns; except for the design that touches Mr. Zimmer's property.

Councilmember Miles commented that she likes the idea that we are starting to have progress on the trail. She thanked Mr. Zimmer for cleaning up the trails. She said that she does like the idea that the money is right, and it can be worked out. She said we do not need a metal-built in bridge. If we can get it in the timeframe this would be wonderful.

Vice Mayor Danowski inquired if a deposit has been provided to the fabricator of the bridge.

Ms. Parker responded she believes it has; it is somewhere around the range of \$10k to \$15k.

Mr. Zimmer said it is a findable number and the terms of the proposal would have terms with it.

Vice Mayor Danowski said whatever number is brought back before Council it needs to have the backup. She asked Public Works Director Larry Peter if the Town could get it done sooner than 22 months.

Mr. Peters responded the last two cost significant less and both were completed within 6 days.

There was discussion between Vice Mayor Danowski and Public Works Director Larry Peter.

Ms. Parker commented in the discussion that there is no clear zone.

Mayor Shorr said that we are not here to debate; Bohler can debate this at the next meeting.

Councilmember Maniglia commented that she did not get the memo.

Mayor Shorr advised Councilmember Maniglia that an email from Keshevarz was sent regarding the culvert.

Town Attorney Lenihan mentioned at the last meeting Council gave direction to look into this. She pointed out that there is an Improvements Agreement between the owner and Town that includes the list of the required improvements; cost estimates, and the bonds for the bridge based on a culvert bridge that was reported in May 2020. She advised that all the details, locations, and plans for the bridge would agree; the only thing that is there is the cost estimates as the details were not actually attached but there is back up material. She said that the agreement would need to be revised regardless to accommodate any and all changes. She would like to make sure that everyone knows that the agreement does include language that states no complete, partial nor temporary certificate of occupancy can be issued by the Town for any pod, tract until all of the Pod B phase improvements are completed.

Mr. Zimmer requested that if there is any kind of the agreement that the mayor talked about, he would ask that all of those amendments to the agreement completely resolve any of their obligations.

Mayor Shorr responded this is why we pay the attorney the big bucks. Mayor Shorr thanked Town Attorney, Mr. Zimmer, and Ms. Parker for their presentation.

Representatives from Groves Town Center will present an update to Town Council regarding Town Council direction from the February 1, 2022, Meeting.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Culverts
- Grading Schedule
- Facebook (Robert illegal flyer)

Laura Danowski (Seat 2)

- How many hours put in road plans?

Marianne Miles (Seat 3)

- Facebook

Marge Herzog (Seat 5)

- 25-mile signs be put up
- Treasure Coast will be on April 5th
- Members of Loxahatchee Landowners Dues

Mayor Robert Shorr (Seat 4)

TOWN STAFF COMMENTS

Town Manager

Town Manager Titcomb provided Town Council with the PBSO February monthly report

Motion was made by Vice Mayor Danowski, seconded Councilmember Maniglia to receive and file the district 17 Town of Loxahatchee Groves February monthly report: it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Captain Craig Turner Palm Beach Sheriff's Office (PBSO) District 17 commented on:

- Yearly Report
- Signage
- PBSO ATVs to use

Town Manager Titcomb said that he will work with PBSO on signage and mentioned that Mr. Fleishmann may have design criteria that has been agreed to.

Captain Turner advised that no one brought the dirt bike issue to his attention; he will make sure that deputies cover that area; he said he knows that this is an issue in the general area throughout the entire Town however if they flee on private property PBSO can not chase; this is PBSO policy.

Vice Mayor Danowski commented that there are group of youngsters on North Road certain times and days; she asked what the best way is to approach PBSO and asked if a deputy can be placed on the roads.

Captain Turner advised that an email can be sent to him at www.PBSO.org under the district 17-Town of Loxahatchee Groves; he noted that these messages come directly to him and his assistant or the Town Manager can be advised.

Councilmember Maniglia thanked Captain Tuner and commented on:

- C Road and Okeechobee Boulevard guardrail
 - Captain Turner advised that every time there is an accident that causes damage to Town property a case number and narrative are forwarded to the Town Manager.
- Barbershop in the plaza
 - Captain Turner mentioned that PBSO did visit the location and spoke with the individuals about allegations and other possible activity. Town Manager Titcomb

advised that Code Enforcement has been out there as well. Captain Turner advised that PBSO does have a street team and he can have them look into this.

Councilmember Herzog commented on:

- Accidents/Double stripping on the roads/ PBSO officers following Department of Transportation (DOT) rules.
 - Captain Turner explained the reports process and advised what areas the deputy's cover.

Councilmember Miles thanked Captain Turner for doing what he does. She asked whether the 30 mile per hour speed limit is contributing to accidents off Okeechobee Boulevard. Captain Turner advised that he would have to study this and see whether it does.

Mayor Shorr thanked Captain Turner for his service and crew. He commented on traffic control and said that he appreciates everything they are doing to get everyone equipped to handle a rural area like this.

Phillip Olavarria District Chief Palm Beach County Fire Rescue (PBCFR) provided an update on the internal changes taking place at the Fire Department; he advised that the new Fire Chief for the District is Patrick Kennedy. He provided updates on vehicle accidents for January and commented that February's report is pending as it is first of the month; he mentioned that brush fires have been tamed this year; and everything is looking good.

Vice Mayor Danowski inquired on the burn permit process. She asked who residents can call if a neighbor is exceeding a safe procedure.

District Chief Olavarria advised that permits are handled through the Health Department right now; they are only issued for certain circumstances. He said that if a resident sees someone burning and there is concern call 911; residents can call Fire Station 21 to find out if there is a permit issued and find out if it is a burn day.

Councilmember Herzog asked how long does a burn permit last.

District Chief Olavarria responded that is up to the Health Department.

Mayor Shorr commented on burn permits process issued through the Forestry Department off D Road.

District Chief Olavarria explained what happens when calling 911 for burns.

Mayor Shorr thanked District Chief Olavarria and his crew.

Mr. Titcomb mentioned that he will be out March 12th-19th Assistant Town Manager Ramaglia will be appointed as acting Town Manager in his absence.

Assistant Town Manager

Town Clerk

- Campaign Signs/Ordinance in the Unified Land Development Code (ULDC)
- Mail in/Election March 8th 7 a.m. to 7p.m.
- Drop off for Precent Clerk

Town Manager Titcomb clarified that there are some candidate signs that are zip tied and lashing to private property, DOT signs and Town signs. He said that the Town gets a lot of calls on this

and the Town does not want to be in the business of taking down signs. Her advised that the signs need to be removed by those that have placed them there.

Mayor Shorr inquired on the timeframe and the who will remove them.

Town Clerk Burch responded 24 hours; this is a courtesy for everyone.

Town Manager Titcomb said that a process has not been decided; we will cross that bridge when we get to it; this is a courtesy announcement.

Councilmember Maniglia asked Mr. Peters if canal banks are off limits for signs.

Mr. Peter responded this is a right-a-way.

Councilmember Maniglia asked Mr. Shorr to remove his signs from her canal banks.

Mayor Shorr commented absolutely; soon as the people across from your property remove theirs.

Councilmember Maniglia inquired on campaigning from the dais as she is nervous that this may happen.

Town Clerk Burch advised this should not be done from the dais; if there is any issue you can contact the Florida Elections Commission.

Councilmember Maniglia thanked Town Clerk Lakisha Burch.

- March 15th Ceremonial Meeting

Town Clerk Burch noted the names of those that will be recognize and asked Town Council if they have any names.

Councilmember Maniglia inquired on committees being brought back.

Town Clerk Burch said this is up to Council.

Councilmember Herzog asked Town Clerk Burch why Mr. Ryan is being recognized.

Town Clerk Burch advised because of his long standing on District.

Public Works Director

Mr. Peters thanked Town Council for their continued support. He reported that extended family that left Ukraine and are safe in Poland.

Town Manager Titcomb congratulated Mr. Peters on his report.

Town Attorney

- Public Records/Town Council request
- Update on Litigation for 444B Road and 555B Road LLCs
- Litigation filed for property owners on North B Road

ADJOURNMENT

ADJOURNMENT

There being no further business the workshop was adjourned at 9:38p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Council Member Marianne Miles

Council Member Phillis Manigli



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

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

COMMENTS FROM THE PUBLIC

There were public comments made by the following: Thais Hagan, Katie Lakeman and Todd McLendon.

Ms. Lakeman asked for an explanation of why the C Road canal bank appears to be sliding around 22 hundred block on C Road. Mr. Peters, Director of Public Works responded by stating that the roadway berm has diminished canal bank is not the proper slope and is currently trying to be fixed, but there have been some glitches, so the process has not gone as quickly as expected. Ms. Lakeman thanked Mr. Peters for his hard work but wanted it on the record that she has pointed this out before. Mayor Shorr asked Mr. Peters what the timeline is, what is the plan moving forward. Mr. Peters responded that is about 300-foot section that was proposed to be fixed. Grading 3 days a week working on the canal bank, timeframe doesn't have a specific one as of yet. Mr. Peters continued to give update about canals and their upkeep.

Councilmember Maniglia asked about how the workforce is being distributed and equipment. Mr. Peters responded by stating where and in what conditions all the equipment was in. Councilmember Maniglia addressed the remaining Council about our 3-year buying. She suggested maybe changing the 3-year buying restriction or should we hire a third-party company. Council Maniglia asked for a consensus to go out for a third-party company to help with the work. Town Attorney Lenihan responded that staff would try to develop a scope for this. There was discussion among Town Council and staff. Ms. Lakeman asked could this be done before the rain starts. Mayor Shorr asked that staff continue to stay on top of this.

Mr. McLendon did a follow-up on Ms. Lakeman concern regarding the canal banks speaking about the contract that was entered into years back regarding this matter. Mr. McLendon spoke about campaign signs that was picked up and other signs being left that was not removed. Stating that signs can't be removed by its content, and he would like for staff to pick up all signs not just campaign signs. He also stated about the waiver of significant fines for a code enforcement case. He would like for Council to look into this matter. Councilmember Maniglia stated she would like clarification again on how and why that happened. She also stated that Council didn't even vote on it. Town Manager Titcomb responded stating that Town's code prevents Council from voting on code matters. He also stated that it was an un-prosecutable case and paper money and there is a request out for the records on the case which describes why the Town took the position it did on this case. He then continued to explain code cases that are before the Special Magistrate. Councilmember Maniglia stated what she is confused about is that the case went through Special Magistrate, and Special Magistrate gave a final order. Town Manager Titcomb stated that it was his position as Council's Executive Officer to request vacating that particular case because there was a specific opportunity that was launched by potential sale of the property, because the

case pre-dates him and have gone through multiple attorneys. Councilmember Maniglia asked do we have a collect what the case cost the Town in attorney fees and staff. Town Manager Titcomb responded that we cut our losses.

Mayor Shorr asked that our new Assistant Public Works Director introduce himself. Mr. Matos introduced himself and gave a little about his background and gave an update on what projects are accruing in Public Works. He also stated that he was excited to be here to help Mr. Peters and gave his contact information where he can be reached. Vice Mayor Danowski asked where he was from, and Mr. Matos responded. Councilmember Maniglia asked did he have canal experience and what is the lot size from his previous job. Mr. Matos responded, he feels that his Public Works experience will be help him in his position. There was continued conversation among Mr. Matos and Councilmember Maniglia. Councilmember Miles asked about the removal of rocks from a project that is being done. Mr. Matos responded to Councilmember Miles' concern.

Ms. Lakeman asked about large signs that are advertising Nursey, she thought there were regulations regarding that. Councilmember Maniglia asked the Town Attorney. Town Attorney Lenihan responded that she has not looked into signs but will get with Code Enforcement. Town Manager Titcomb stated he was aware and was looking into the matter. Councilmember Maniglia spoke about the sign ordinance. Mr. McLendon responded stated that size and location can be regulated but not content. Town Attorney Lenihan stated that she would speak with the Palm Beach County. Mayor Shorr stated maybe an Interlocal Agreement (ILA) can be done for Okeechobee and Folsom. Mayor Shorr also asked about driveways off Okeechobee Blvd. Town Manager Titcomb responded.

Ms. Hagen asked who signed off on Florida Power & Light doing work on private property. Mr. Peters responded that the permits in which was signed off on was within Town's easement. It is not permitted to work on private property with Town easement. Mr. Peters stated that residents can call him if they have any questions. He did not give permission for them to work on private property. There was discussion among Town Council and Mr. Peters. Ms. Hagen also stated that someone asked the FPL representee who gave permission, and they responded the Town. Mayor Shorr responded to Ms. Hagen that if there are questions to reach out to Mr. Peters and FPL representatives.

ADJOURNMENT

The workshop was adjourned at 6:46 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
JUNE 7, 2022**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 6:02 p.m.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, and Council Member Marianne Miles. Town Manager James Titcomb, Town Attorney Elizabeth Lenihan, Esq., Assistant Town Manager Francine L. Ramaglia, Public Works Director Larry Peters, Assistant Public Works Director, Mario Matos, Planning Consultant, Jim Fleishman and Absent: Town Clerk Lakisha Burch.

COMMENTS FROM THE PUBLIC

There were public comments from Manny Hernandez, Cassie Suchy, Daniel Zimmer

Manny Hernandez

- Right to Farm Act

Councilmember Maniglia asked Mr. Hernandez what the issue is. Mr. Hernandez said that there are a number of issues; as staff are always saying things about agriculture that they do not understand; he said his particular situation is electrical service. He said for many years he has been going through FPL to handle situations. Councilmember Maniglia inquired what was the resolution.

Mayor Shorr commented that it is a personal conversation, and it is none of Councilmember Maniglia's business. He advised Mr. Hernandez to keep that conversation personal. Mr. Hernandez advised that it boils down to staff not being up to date.

Councilmember Maniglia asked Mr. Hernandez if he spoke with the Town Manager or the Assistant Town Manager. Mr. Hernandez advised he did not have to go that far; he got together with staff of the district and pointed out certain things to them; it became clear that they just misunderstood what was allowed to be done. Councilmember Maniglia commented good, great, and thank you.

Cassie Suchy

- Land between Ag and the Shell Gas Station
- Utility boxes/ B Road
 - Mayor Shorr commented on the splice boxes and transformers. He asked Mr. Peters what can be done about this. Mr. Peters advised that he was not aware of it; he will check on it.
 - Vice Mayor Danowski advised Mr. Peters that there are splice boxes along the easement of E Road between Okeechobee Boulevard and Collecting Canal. Mayor Shorr inquired if they are buried. Vice Mayor Danowski advised that she can see the top of one as she drives past it, and she saw the other one when it was installed.

There was discussion among Town Council.

- Mayor Shorr inquired on the final elevation. Assistant Public Works Director Mario Matos responded that the boxes were marked with cones; he said that they are probably an inch or two below the new level. Mayor Shorr commented if the Grader Operator does not know that they are there it is not going to be a good situation. Councilmember Miles inquired if the boxes are hooked up. Mr. Matos responded that the boxes are on the low side of the road; they barely dig their blade on that side; there is a chance that the boxes will be ok. He said they can work with the company to figure something out to mark the places where they are located.
- Councilmember Maniglia asked Mr. Matos if the company would be willing to pay for some road covering. Vice Mayor Danowski commented that they would still have to access it. Mr. Matos commented he does not think that they are done therefore they are not covered.

There was discussion among Town Council.

Dan Zimmer

- Update on Groves Town Center
 - Mr. Zimmer advised that the equestrian trail it is not marked off as closed as there is a lot of earth moving being done by H & J Construction. Mayor Shorr inquired on the black silk fencing. Mr. Zimmer advised that he took the trail as far as he could go; he said that you cannot go through. He noted that Council previously requested for signage to be placed on B and C Roads. Mayor Shorr asked why signage is not up and whether Mr. Zimmer will put the signage up. Mr. Zimmer responded he was not putting the signage up; he has people for that sort of thing. Mayor Shorr asked for staff to put signage up as a courtesy for the people to let them know if they head that way, they will hit a dead end. Mr. Zimmer sent best wishes to Town Manager Titcomb.

Chris Marreo

- Boones New Owner
 - Mr. Marreo advised that he has been helping Ken Yeeves get the plaza cleaned up.

Town Manager Titcomb reminded everyone to use their microphone when speaking.

Alexis Puszowicz

- Closure/Blockage off 43rd Rd North
 - Town Manager Titcomb advised that it is a jurisdictional issue with Indian Trail District and explained why. Ms. Puszowicz inquired if Indian Trail District budgets and pays for that. Mr. Titcomb responded yes.

Paul Coleman

Mr. Coleman thanked Town Manager Titcomb for being a wealth of information and a very good resource; he said that he is sad to see him go.

- Water levels
 - Mr. Coleman inquired on the water table timeframe and process. Assistant Public Works Director Mario Matos explained the process when preparing for a storm and advised why so much water is being held. He said that they cannot control the canal water levels from the North; secondly having to pay for falling water from the C-51 Canal when getting enough rain. He advised that the levels are below 17 feet and pumped at 16 feet. Mayor Shorr asked if the two numbers are 16 and 17. Mr. Matos responded yes. He said if we go below the levels, half of the canals will be too low; and mentioned that levels are lowered to 15 feet before a storm. He said they are trying to keep certain levels and allow drainage. He mentioned this is the first complaint received after the storm. He said they can allow some drainage between rain whenever there is a problem. Mayor Shorr inquired on the policy for dropping levels. Mr. Matos explained how the levels are determined.
 - Vice Mayor Danowski inquired on the coordination between the Town, South Florida Water Management District (SFWMD) and Special Districts for water control. Mr. Peters responded this is what he has been trying to explain to everyone in the community; that there is coordination for a controlled discharge. He said that water cannot just be dumped into the canals; we are mandated to control the discharge. Vice Mayor Danowski commented that she is on board with having to abide by that system. She asked Mr. Peters if there is day-to-day dialog with the SFWMD and asked whether coordination is done only when a storm is approaching. Mr. Peters responded there is no day-to-day coordination.
 - Councilmember Miles asked Mr. Peters if the system could be split and inquired if there is a mechanism that can be installed on the North end to slow down the water and what the cost is. Councilmembers Maniglia and Herzog both commented weirs.
 - Assistant Town Manager Ramaglia advised Town Council that Mr. Hernandez has another comment. Mayor Shorr said that Mr. Hernandez can make it during public comment at the regular meeting.
 - Mr. Peters responded yes to Councilmember Miles question. He mentioned that the last Capital Improvement Plan had weirs to be installed in all 7 canals North of Okeechobee Boulevard; however, it was not approved, and it did not go forward. He said we will try again this budget period. Mayor Shorr inquired if it was the \$300k. Mr. Peters said he believes this was the figure. Councilmember Herzog inquired what happened that it did not get done. Assistant Town Manager Ramaglia said that there was only \$700k that year the weirs were placed in the plan, and we did not have the funding to pay for them; now that we have the American Rescue Plan Act (ARPA) funds this would be an eligible allocation.

There was discussion between Town Council and Mr. Peters.

ADJOURNMENT

There being no further business the workshop was adjourned at 6:29 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

SUBJECT: Resolution No. 2022-38 Accepting Easement

Background:

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

14148 Okeechobee Blvd – Multi-Use Trail Easement

Recommendations:

Approve requested action via attached Resolution No. 2022-38.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-38

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

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

WHEREAS, Doris L. Collier, individually and as Trustee of the Doris L. Collier Living Trust Agreement dated April 16, 2007, has executed a Multi-Use Trail Easement Agreement in favor of the Town; and

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

WHEREAS, the Town Council has determined that it is in the best interests of the residents of the Town to accept the Multi-Use Trail Easement identified herein.

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

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

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

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

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective upon adoption.

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

Aye Nay Absent

Robert Shorr, MAYOR

☐ ☐ ☐

Laura Danowski, VICE MAYOR

☐ ☐ ☐

Phillis Maniglia, COUNCIL MEMBER

☐ ☐ ☐

Marge Herzog, COUNCIL MEMBER

☐ ☐ ☐

Marianne Miles, COUNCIL MEMBER

☐ ☐ ☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ____ DAY OF _____, 2022.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 14, 2022

SUBJECT: Consideration of fifth 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, by which the Sheriff agreed to perform law enforcement services.

Now before Town Council is the Fifth Addendum which will take effect October 1, 2022, through September 30, 2023, as follows: The total cost of personnel and equipment shall be \$ 640,866.00. Monthly payments shall be \$53,405.500. This is an increase of \$18,666.00 annual equaling \$1,555.50 per month, if agreed upon.

Recommendation:

Move that Town Council approve ***Resolution No. 2022-39*** authorizing the Fifth Addendum to the Law Enforcement Service Agreement between the Town and Sheriff Ric L. Bradshaw.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-39

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE FIFTH 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, 2022, and make other changes as necessary; and

WHEREAS, the Sheriff, through the Fifth 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 Fifth 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 Fifth 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> |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| Robert Shorr, MAYOR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Laura Danowski, VICE MAYOR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marge Herzog, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marianne Miles, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Phillis Maniglia, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ___ DAY OF _____, 2022.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member

FIFTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Fifth 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, and a Fourth Addendum effective October 01, 2021, (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, 2022.

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, 2022 through September 30, 2023, as follows: The total cost of personnel and equipment shall be \$640,866.00. Monthly payments shall be \$53,405.50.
1. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services as set forth in Article 2, Section 2.1 (E) shall be compensated at a rate of \$100.00 per hour and will be billed by the Sheriff to the Town on a monthly basis. This rate is subject to annual review and change upon agreement between the Town and Sheriff. Alternatively, the Town may opt to submit an application for an off-duty permit.

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: _____
Robert Shorr

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

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is made by and between the TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

WITNESSETH:

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

- C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.
- E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- F. Town Manager shall mean the chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the Town to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the TOWN (including all TOWN facilities and parks), and other duties in accordance with the SHERIFF's general orders, the TOWN Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the

TOWN, and statutes of the State of Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce Town Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the TOWN, upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. TOWN Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the TOWN.

- F. Unless exigent circumstances exist, all deputies assigned to the Town of Loxahatchee Groves shall remain within the corporate limits of the Town of Loxahatchee Groves.
- G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.
- H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- I. Each patrol unit shall prominently display on the vehicle's exterior "Town of Loxahatchee Groves" and the Town logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services

- A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities

- A. The Executive Officer of District 15 or designee will notify the Town Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the TOWN.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN once annually at a date to be scheduled after the Florida UCR report is finalized, and shall include data, analysis and reporting.
- D. The SHERIFF or designee will provide the town a monthly summary report as is completed now.

2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the TOWN cost changes associated with the renewal of law enforcement services by no later than March 31st of each prior fiscal year through the term of the agreement.
- B. Annual staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and must be approved by the Town Council.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment Responsibility

- A. All sheriffs' deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the TOWN are deemed Palm Beach County Sheriff's Office employees and not employees of the TOWN.
- B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
- B. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the

services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

ARTICLE 4 – TOWN RESPONSIBILITIES

4.1 Office Space

- A. All positions provided for in this agreement will be located at the SHERIFF's District 15 office and will carry out their job functions as required under this Service Agreement.
- B. Future space planning shall be coordinated with the SHERIFF and the TOWN.

4.2 The TOWN shall provide two (2) copies of TOWN'S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 5 – CONSIDERATION

- 5.1 The total amount due for all services beginning October 1, 2017 through September 30, 2018, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$610,000.00.
- 5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the TOWN'S budget process and approved by the TOWN Council.
- 5.3 Additional law enforcement services as set forth in Article 2.1(E) must be authorized by the TOWN in writing and will be billed at the then current extra-duty permit hourly rate.
- 5.4 The SHERIFF shall invoice the TOWN within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25th day of the month preceding the month of service.
- 5.5 The TOWN shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the TOWN.
- 5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – AUDIT OF RECORDS

- 6.1 The TOWN may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.
- 6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and SHERIFF may agree.
- 6.3 The TOWN may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 7 – FINES AND FORFEITURES

7.1 Law Enforcement Education Funds

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the Town of Loxahatchee Groves. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

7.2 Chapter 316, Florida Statutes, Fines

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Alarm Ordinance Fines and Fees.

The TOWN shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the TOWN pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.

ARTICLE 8 – INSURANCE

- 8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.
- 8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

ARTICLE 9 – HOLD HARMLESS

- 9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the TOWN from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

- 9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement, and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the

alleged intentional or alleged negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement.

In no event shall the TOWN hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

ARTICLE 10 – INDEPENDENT CONTRACTOR

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

ARTICLE 11 – TERM

11.1 This Agreement shall remain in full force and effect commencing October 1, 2017 and ending September 30, 2027, all dates inclusive unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the TOWN.

ARTICLE 12 – TERMINATION

12.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement only as set forth in this subsection. Written notice shall be delivered by March 31st of any given year for termination effective as of October 1st of the following fiscal year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 13 – TRANSITION

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a TOWN Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
 - B. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.
- 14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 14.3 The Town Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the Town of Loxahatchee Groves, pursuant to Resolution No. R2017-XX of the Town Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Town of Loxahatchee Groves or the laws of the State of Florida.

ARTICLE 15 – NOTICE

- 15.1 The persons to receive notice under this Agreement are:

TOWN MANAGER:

William F. Underwood, II
155 F Road
Loxahatchee Groves, FL 33470

TOWN ATTORNEY:

Mike D. Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

SHERIFF:

Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SHERIFF'S AGENCY ATTORNEY:

Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 16 – NON-ASSIGNABILITY

- 16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the Town Council, which consent must be evidenced by a duly passed resolution.

ARTICLE 17 – THIRD PARTIES

- 17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 18 – JOINT PREPARATION

- 18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 19 – ENTIRE AGREEMENT

- 19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

ATTEST:

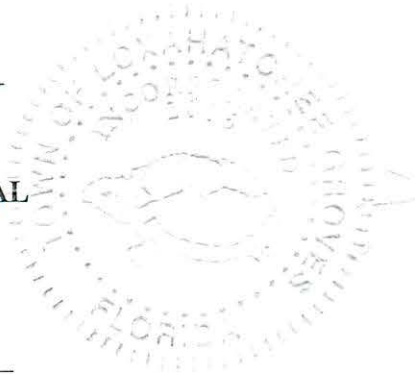
TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: Virginia M. Walton By: David Browning
Virginia Walton, Town Clerk David Browning, Mayor

Dated: JUNE 6, 2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Michael D. Cirullo, Jr.
Michael D. Cirullo, Jr., Town Attorney



ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: Antonio Araujo
Antonio Araujo, Major

By: Ric L. Bradshaw
Ric L. Bradshaw

Dated: 6/7/2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Sheriff's Agency Attorney
Sheriff's Agency Attorney

EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2017.

| Palm Beach County Sheriff's Office Allocations | |
|------------------------------------------------|----------|
| Title | Quantity |
| Deputy Sheriff LE | 5 |
| TOTAL | 5 |

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

Increases in future allocations will be mutually agreed upon.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

Agenda Item #4

TO: Town Council of Loxahatchee Groves

FROM: Elizabeth Lenihan, Town Attorney

VIA: Francine Ramaglia, Town Manager

DATE: July 19, 2022

SUBJECT: Resolution No. 2022-40 Agreement for Legal Services

Background:

On February 7, 2022, the Town was served the Summons and Complaint in the matter John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB. The Town's insurance took up the defense and assigned the firm of Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A. ("Firm") to represent the Town's interest in the lawsuit. Since that time, the Plaintiffs have amended the Complaint such that the Town's insurance no longer covers the claim against the Town. Legal services are still needed to defend the Town in this lawsuit. As the Firm has been representing the Town in this lawsuit since February, it has the most knowledge of the facts of the case and is in the best position to represent the Town throughout the lawsuit.

Recommendations:

Move that the Town Council adopt **Resolution No. 2022-40**, authorizing the entry by the Town into an agreement with Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A. for legal services regarding the defense of the case of John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-40

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH JOHNSON, ANSELMO, MURDOCH, BURKE, PIPER & HOCHMAN, P.A. FOR LEGAL SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of legal services regarding the defense of the case of John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB; and

WHEREAS, the firm of Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A. (“Firm”) has been providing legal services to the Town regarding this matter, funded through the Town’s insurance policy; and

WHEREAS, the Plaintiffs in the matter have amended the Complaint such that the Town’s insurance no longer covers the claims against the Town; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to continue to have the Firm provide legal services to the Town in this matter and to execute the attached Agreement for legal services.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement for Legal Services with Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

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

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

| | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|------------------------------|--------------------------|--------------------------|--------------------------|
| Robert Shorr, MAYOR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Laura Danowski, VICE MAYOR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marge Herzog, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Marianne Miles, COUNCIL MEMBER

☐ ☐ ☐

Phillis Maniglia, COUNCIL MEMBER

☐ ☐ ☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ___ DAY OF _____, 2022.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member

TOWN OF LOXAHATCHEE GROVES STANDARD AGREEMENT FOR LEGAL SERVICES

This Standard Agreement (“Agreement”) is made as of the _____ day of _____, 2022, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, and the **Loxahatchee Groves Water Control District**, a dependent special district of the Town of Loxahatchee Groves, with a mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 (collectively, the “Town”) and **Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.** whose mailing address is 2455 East Sunrise Blvd., Ste. 1000, Fort Lauderdale, FL 33304. (“Firm”).

In consideration of the mutual promises contained in this Agreement (hereinafter referred to as the “Agreement”), the Town and Firm agree as follows:

SECTION 1 –INDEMNIFICATION

1.1 Intentionally deleted due to professional liability insurance coverage provided below.

SECTION 2 – REMEDIES

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. 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.

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

3.1 WAIVER OF JURY TRIAL. 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.

3.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

SECTION 4 - AUTHORITY TO PRACTICE

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 5 – SEVERABILITY

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

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Firm certifies that it, its affiliates, suppliers, subcontractors 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 hereof.

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

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

SECTION 8 – WAIVER

8.1 Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 9 – TERM, TERMINATION AND EFFECT OF TERMINATION

9.1 The term of this Agreement shall begin upon the date executed by the Town and shall continue unless earlier terminated as stated herein.

9.2 Either party may terminate this Agreement upon written notice to the other party at the mailing address provided above.

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a political subdivision of the state of Florida, and as such, this Agreement is 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 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 and the Town is not seeking the same or similar services from a competitor of Firm, then the Town will notify Firm of such occurrence and either the Town or Firm 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.

SECTION 10 – COMPLIANCE

10.1 Each of the parties agrees to perform its obligations under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under this Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 11 – EFFECTIVENESS AND PALM BEACH COUNTY IG

11.1 This Agreement shall not become effective until approved by the Town Council. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become

effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

11.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 12 – INDEPENDENT CONTRACTOR

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

SECTION 13 – SERVICES AND COMPENSATION

13.1 The initial scope of services under this Agreement shall be for the Firm to provide all services regarding the defense of the case of John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB.

13.2 The Town agrees to compensate the Firm at the hourly rate of two-hundred and seventy-five dollars (\$275.00) per hour for the Firm's attorneys and one-hundred and seventy-five dollars (\$175) per hour for the Firm's paralegals. The Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Agreement, except for those costs allowed under paragraph 13.7.

13.3 The Town and Firm may amend this Agreement to add additional services to be provided by the Firm and related compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Firm's invoice.

13.5 This is a non-exclusive Agreement and the Town does not guarantee that any further services beyond those stated herein will be requested of the Firm.

13.6 All invoices must be submitted to the Town, 155 F Road, Loxahatchee Groves FL 33470, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The Town does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the Town.

13.7 The Town will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought.)

The Town will not pay for local facsimile transmissions.

Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

The Town does not pay for reimbursement for meals.

For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

The Town will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and shepardizing existing research and/or fact specific research.

SECTION 14 - INSURANCE

14.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm.

Type of Coverage

Amount of Coverage

**Professional liability/
Errors and Omissions**

\$300,000 annual aggregate

Automobile Liability (optional /per case basis)

\$300,000 combined Single Limit

Workers' Compensation

Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance upon request by the Town. The Town shall be identified as an "Additional Insured" on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(2), Florida Statutes, the Firm shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees;
- b. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Firm may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

SECTION 16 - COUNTERPARTS

16.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

ATTEST:

TOWN OF LOXAHATCHEE GROVES

By: _____
Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Office of the Town Attorney

FIRM:
JOHNSON, ANSELMO, MURDOCH,
BURKE, PIPER & HOCHMAN, P.A.

By: /s/ Jeffrey L. Hochman
Jeffrey L. Hochman

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2022/2023; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2022/2023; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022/2023 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 200.065 (TRIM), the Palm Beach County Property Appraiser has certified the taxable value within the jurisdiction of the Town of Loxahatchee Groves, including a copy of the Statement required to be submitted under Florida Statute Section 195.073(3) (a/k/a Form DR-420); and

WHEREAS, pursuant to Florida Statute Section 200.065(2)(b), the Town must advise the Palm Beach County Property Appraiser of its proposed millage rate, of its rolled back rate computed pursuant to Florida Statute Section 200.065(1), and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate, proposed millage levy for voted debt service, and the tentative budget.

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 Manager, or his designee, is hereby authorized and instructed to complete and transmit the DR-420 to the Palm Beach County Property Appraiser, and to take

such further action as is reasonably required pursuant to Section 200.065, Florida Statutes.

Section 3: The Town Council hereby adopts a proposed operating millage rate of **3.000** for General Fund budget purposes for Fiscal Year 2022-2023.

Section 4: The Town Council hereby recognizes the rolled back millage rate as **2.6694** for General Fund budget purposes for Fiscal Year 2022-2023.

Section 5: The Town Council of the Town of Loxahatchee Groves hereby sets September 8, 2022, at the Town of Loxahatchee Groves Town Hall, 155 F Road Loxahatchee Groves, Florida 33470, as the date, time, and place of the Public Hearing to consider the proposed millage rate and the tentative budget.

Section 6: That if any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 8: That this Resolution shall be effective immediately upon adoption.

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,

FLORIDA, THIS ____ DAY OF JULY 2022.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS T LEGAL FORM:

Marge Herzog, Council Member

Office of the Town Attorney

Phillis Maniglia, Council Member

Marianne Miles, Council Member



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Town Manager

DATE: July 11, 2022

SUBJECT: Resolution No. 2022-33 establishing the Town's preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for FY 2022 - 2023

BACKGROUND:

Truth-in-Millage (TRIM) rates are due to the Palm Beach County Property Appraiser's office to facilitate preparation of TRIM notices which will be sent out by their office. The accompanying Resolution 2022-33 specifies the preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services to be included on the annual TRIM notice for all taxable property within the Town of Loxahatchee Groves.

The proposed rate of \$450 per unit is set at the same rate at the same rate as in FY 2020-2021 and the 3 preceding fiscal years as we continue to develop the new ordinance and related contract amendments, including changes in the franchise fees for special services and commercial as well as rebalancing residential and commercial rates. The fiscal impact of these changes will be presented to Council at its budget workshops. The Council may adopt final rates at or below the preliminary TRIM rates.

Following the second reading of the ordinance and approval of related contract changes, the Town will be required to send notices in accordance with statutory requirements to all affected property owners on the change and the residential assessment rate will be reduced at the final adoption. The Town's final non-ad valorem assessment rate for Solid Waste Collection and Recycling Services will be adopted following the required public hearing in September currently scheduled for September 8th.

Recommendations:

Staff recommends approval of the Resolution No.2022-33 establishing the Town's preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for the fiscal



155 F Road Loxahatchee Groves, FL 33470
year beginning October 1, 2022, proposed at \$450/unit for residential curbside service (the same rate as for FY 2021, the current year)

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

RESOLUTION NO. 2022-DD04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH JOHNSON, ANSELMO, MURDOCH, BURKE, PIPER & HOCHMAN, P.A. FOR LEGAL SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Loxahatchee Groves Water Control District (“District”) is in need of legal services regarding the defense of the case of John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB; and

WHEREAS, the firm of Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A. (“Firm”) has been providing legal services to the Town regarding this matter, funded through the Town’s insurance policy; and

WHEREAS, the Plaintiffs in the matter have amended the Complaint to name the District as a Defendant and the Town’s insurance that covers the District does not cover the claims against the District; and

WHEREAS, the Board of Supervisors has determined it to be in the best interests of the residents of the District to have the Firm provide legal services to the District in this matter and to execute the attached Agreement for legal services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, AS FOLLOWS:

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

Section 2. The Board of Supervisors of the Loxahatchee Groves Water Control District hereby approves the Agreement for Legal Services with Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

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

Supervisor _____ offered the foregoing resolution. Supervisor _____ 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 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|------------------|--------------------------|--------------------------|--------------------------|
| Robert Shorr | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marge Herzog | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marianne Miles | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Phillis Maniglia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES
WATER CONTROL DISTRICT, THIS ___ DAY OF _____, 2022.**

**LOXAHATCHEE GROVES WATER
CONTROL DISTRICT**

ATTEST:

Chair

Clerk for the Loxahatchee Groves
Water Control District

Supervisor

APPROVED AS TO LEGAL FORM:

Supervisor

Supervisor

Office of the Attorney for the
Loxahatchee Groves Water Control
District

Supervisor

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****Agenda Item #7****TO: Board of Supervisors Loxahatchee Groves Water Control District****FROM: Elizabeth Lenihan, Town Attorney****VIA: Francine Ramaglia, Town Manager****DATE: July 19, 2022****SUBJECT: Resolution No. 2022-DD04 Agreement for Legal Services**

Background:

On February 7, 2022, the Town was served the Summons and Complaint in the matter John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB. The Town's insurance took up the defense and assigned the firm of Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A. ("Firm") to represent the Town's interest in the lawsuit. Since that time, the Plaintiffs have amended the Complaint such that the Town's insurance no longer covers the claim against the Town and to name the District as a Defendant. Legal services are needed to defend the District in this lawsuit. As the Firm has been representing the Town in this lawsuit since February, it has the most knowledge of the facts of the case and is in the best position to represent the District throughout the lawsuit.

Recommendations:

Move that the Board of Supervisors adopt Resolution No. 2022-DD__, authorizing the entry by the District into an agreement with Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A. for legal services regarding the defense of the case of John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB.

TOWN OF LOXAHATCHEE GROVES STANDARD AGREEMENT FOR LEGAL SERVICES

This Standard Agreement (“Agreement”) is made as of the _____ day of _____, 2022, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, and the **Loxahatchee Groves Water Control District**, a dependent special district of the Town of Loxahatchee Groves, with a mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 (collectively, the “Town”) and **Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.** whose mailing address is 2455 East Sunrise Blvd., Ste. 1000, Fort Lauderdale, FL 33304. (“Firm”).

In consideration of the mutual promises contained in this Agreement (hereinafter referred to as the “Agreement”), the Town and Firm agree as follows:

SECTION 1 –INDEMNIFICATION

1.1 Intentionally deleted due to professional liability insurance coverage provided below.

SECTION 2 – REMEDIES

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. 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.

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

3.1 WAIVER OF JURY TRIAL. 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.

3.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

SECTION 4 - AUTHORITY TO PRACTICE

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 5 – SEVERABILITY

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

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Firm certifies that it, its affiliates, suppliers, subcontractors 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 hereof.

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

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

SECTION 8 – WAIVER

8.1 Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 9 – TERM, TERMINATION AND EFFECT OF TERMINATION

9.1 The term of this Agreement shall begin upon the date executed by the Town and shall continue unless earlier terminated as stated herein.

9.2 Either party may terminate this Agreement upon written notice to the other party at the mailing address provided above.

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a political subdivision of the state of Florida, and as such, this Agreement is 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 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 and the Town is not seeking the same or similar services from a competitor of Firm, then the Town will notify Firm of such occurrence and either the Town or Firm 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.

SECTION 10 – COMPLIANCE

10.1 Each of the parties agrees to perform its obligations under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under this Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 11 – EFFECTIVENESS AND PALM BEACH COUNTY IG

11.1 This Agreement shall not become effective until approved by the Town Council. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become

effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

11.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 12 – INDEPENDENT CONTRACTOR

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

SECTION 13 – SERVICES AND COMPENSATION

13.1 The initial scope of services under this Agreement shall be for the Firm to provide all services regarding the defense of the case of John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB.

13.2 The Town agrees to compensate the Firm at the hourly rate of two-hundred and seventy-five dollars (\$275.00) per hour for the Firm's attorneys and one-hundred and seventy-five dollars (\$175) per hour for the Firm's paralegals. The Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Agreement, except for those costs allowed under paragraph 13.7.

13.3 The Town and Firm may amend this Agreement to add additional services to be provided by the Firm and related compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Firm's invoice.

13.5 This is a non-exclusive Agreement and the Town does not guarantee that any further services beyond those stated herein will be requested of the Firm.

13.6 All invoices must be submitted to the Town, 155 F Road, Loxahatchee Groves FL 33470, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The Town does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the Town.

13.7 The Town will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought.)

The Town will not pay for local facsimile transmissions.

Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

The Town does not pay for reimbursement for meals.

For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

The Town will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and shepardizing existing research and/or fact specific research.

SECTION 14 - INSURANCE

14.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm.

| <u>Type of Coverage</u> | <u>Amount of Coverage</u> |
|---------------------------------------------------------|-----------------------------------------------------------------------|
| Professional liability/ Errors and Omissions | \$300,000 annual aggregate |
| Automobile Liability (optional /per case basis) | \$300,000 combined Single Limit |
| Workers' Compensation | Must be in accordance with State and Federal Laws (no minimum amount) |

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance upon request by the Town. The Town shall be identified as an "Additional Insured" on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(2), Florida Statutes, the Firm shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees;
- b. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Firm may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

SECTION 16 - COUNTERPARTS

16.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

ATTEST:

TOWN OF LOXAHATCHEE GROVES

By: _____
Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Office of the Town Attorney

FIRM:
JOHNSON, ANSELMO, MURDOCH,
BURKE, PIPER & HOCHMAN, P.A.

By: /s/ Jeffrey L. Hochman
Jeffrey L. Hochman

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2022-DD03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and

WHEREAS, the District has been authorized by the Florida Statutes to construct, improve, manage and maintain water control and drainage facilities, and by the Florida Legislature to construct, improve, maintain and repair roadways, within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to section 189.05, Florida Statutes, and the Special Act; and

WHEREAS, it is fair and reasonable to impose a non-ad valorem special assessment upon specially benefited property to fund the costs of the District Services; and

WHEREAS, the Board of Supervisors determines that such operations, repairs and maintenance of the District works are uniformly required within all Units of the District and properties receiving District Services, as each is connected and receive equal benefit through the operations and maintenance of the District’s Services; and

WHEREAS, the Board of Supervisors for the District finds that there are 7,801.48 Assessable Units (acres) that receive the benefits of District and being assessed for such services through this Resolution; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to levy and collect the special assessment to fund District Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, 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. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 2018-175, Laws of Florida, (the "Special Act"), Chapters 99-425 and 2004-410, Laws of Florida, which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

- (a) Purpose. This Resolution constitutes the Preliminary Rate Resolution which initiates the annual process for imposing the annual special assessments, as authorized Chapter 189, Florida Statutes, creates the Assessment Roll and directs the imposition of Loxahatchee Groves Water Control District Special Assessments for the Fiscal Year beginning October 1, 2022.
- (b) Definitions. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Special Act and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.
1. *Assessed Costs* shall include all costs of providing District Services to and for Assessed Properties that receive benefits from District Services, including water control and drainage services, and as well as road construction, improvement, repair and maintenance services associated with the District's responsibilities of providing water control and drainage services to Assessed Properties within the Town. These costs shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction, or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands

and interest therein, leases, property rights, easements, and franchises of any nature whatsoever, (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the District, or the Town as authorized by the Interlocal Agreement between the Town and District, to provide District Services; (M) all costs associated with the structure, implementation, collection, and enforcement of the special assessment, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of special assessment pursuant to the Uniform Assessment Collection Act and Florida law; (N) all other costs and expenses necessary or incidental to the provision of District Service or construction of District facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the District Board of Supervisors by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible special assessments; and (P) reimbursement to the Town or any other Person for any moneys advanced for any costs incurred by the Town or such Person in connection with any of the foregoing components of Assessed Cost or the provision of District Services.

2. *Assessed Properties* shall mean all properties that are provided a special benefit by the District's provision of District Services.
3. *District Services* are all services (including those items described above in the definition of Assessed Costs) provided by the District relating to water control and drainage services, and road construction, improvement, repair and maintenance services associated with the District's responsibilities.

SECTION 4. PROVISION AND FUNDING OF THE DISTRICT'S WATER MANAGEMENT SYSTEM.

- (a) Upon the imposition of District Special Assessment, the District shall provide District Services to such Assessed Property.

- (b) It is hereby ascertained, determined and declared that each Assessed Property will be benefited by the District's provision of District Services in an amount not less than the special assessment imposed upon such Assessed Properties, computed in the manner set forth herein.

SECTION 5. IMPOSITION AND COMPUTATION OF WATER MANAGEMENT

SYSTEM ASSESSMENTS. The special assessment for District Services shall be imposed upon all Assessable Units that receive District Services.

SECTION 6. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT, FAIR APPORTIONMENT, AND PARCEL APPORTIONMENT METHODOLOGIES.

- (a) Special Benefit: The District is authorized to levy and collect the special assessment pursuant to the Special Act, Town Ordinances and Chapters 189 and 298, Florida Statutes. Assessed Properties are benefitted by the provision of District Services:

1. Water control and drainage services enable the use of lands, including the development thereof;
2. The unique nature of the roads and water control and drainage facilities, including the canal networks, has resulted in an interconnection of the two types of facilities, such that the proper repair and maintenance of one directly affects the use and functionality of the other. Roadway drainage facilities, including culverts, must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the water control system, including the canals. The canals and related drainage facilities must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the roadways, including avoidance of washouts and roadway collapses, which affects the usability and safety of roadways and impairs access to Assessed Properties.
3. The importance of roadway construction, improvement maintenance and repair to the ability of the District to provide water control and drainage services was recognized by the Florida Legislature in 1999, as evidenced by Chapter 99-425, Florida Statutes, which expressly provided the power to the previously independent water control district "to maintain roadways and roads necessary and convenient for the exercise of the powers and duties" of the district, and "to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the

reclamation operations of the district.” The Florida Legislature, further recognizing the importance of roads and roadways to the ability of the District to provide water control and maintenance services, authorized the formerly independent special district to “construct, maintain, improve and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or board of supervisors thereof.”

4. The special benefits provided by the District Services to Assessed Property include, but are not limited to: (A) the ability to use and develop property; (B) enhancing safety and access to Assessed Property; (C) improved appearance; (D) rendering Assessed Property more adaptable to a current or reasonably foreseeable use; (E) alleviation of the burdens caused by drainage and accumulation attendant with the use of Assessed Property; and (F) ensuring that the interaction between the drainage and roadway facilities is facilitated so that both functions work in a coordinated fashion to ensure proper water control and drainage, and safety of travel and use of roads and roadways within the Town.

These findings provide the requisite special benefit and logical relationship between the District Services and real property so as to permit the District Services to be funded by non-ad valorem special assessment.

- (b) Fair and Reasonable Apportionment: It is fair and reasonable to equally apportion the Assessed Costs of the Water Management System upon the assessed units, on a per acre basis, as the size of the Assessed Property corresponds with its impact with water control and drainage facilities, as well as the potential for use of roadways reliant on proper drainage, and the amount of the assessment on each of the assessed units does not exceed the benefits received by each assessed unit from the District’s Services.
- (c) Units: Assessable Units shall be calculated on a per acre basis. Each tract or parcel of land that is less than one acre shall be assessed as one full acre (one unit). Each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the actual number of acres rounded to a fraction of four digits.

SECTION 7. DETERMINATION OF WATER MANAGEMENT SYSTEM ASSESSED COSTS; ESTABLISHMENT OF ANNUAL WATER MANAGEMENT SYSTEM ASSESSMENT RATES.

- (a) The District Services Assessed Costs to be assessed and apportioned among Assessed Properties for the Fiscal Year commencing October 1, 2022, is preliminarily \$2 million. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2022, is \$200 per Unit. The adoption of this Preliminary Rate Resolution determines the amount of the District Services Assessed Costs. The remainder of such Fiscal Year budget for District Services shall be funded from available District revenue other than assessment proceeds.
- (b) The estimated special assessment specified herein are hereby established to fund the costs of the District Services to be assessed in the Fiscal Year commencing October 1, 2022.
- (c) The estimated special assessment established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Palm Beach County Property Appraiser in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2022 as provided in this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

- (a) The Palm Beach County Property Appraiser is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2022, in the manner provided herein and Section 197.3632, Florida Statutes. The Assessment Roll shall include all units being assessed herein. The Palm Beach County Property Appraiser shall apportion the estimated Assessed Costs in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the Special Act, Town Ordinances, and the updated Assessment Roll shall be maintained on file in the office of the Secretary of the District and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2022, be in printed form if the amount of the special assessment for each parcel of property can be determined by the use of a computer terminal available to the public.
- (b) It is hereby ascertained, determined, and declared that the method of determining the special assessments for District Services as set forth herein is a fair and reasonable method of apportioning the Assessed Cost among units of Assessed Property.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 8, 2022, at the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Board of Supervisors of the District

will receive and consider any comments on the special assessment from the public and affected property owners and consider imposing District Services Assessments for the Fiscal Year beginning October 1, 2022, and collecting the assessments on the same bill as non-ad valorem taxes.

SECTION 10. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the District from the special assessment will be utilized for the District Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund District Services.

SECTION 11. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 13. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

Supervisor _____ offered the foregoing resolution. Supervisor _____ 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 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Robert Shorr | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marge Herzog | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Phillis Maniglia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marianne Miles | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,**

THIS ____ DAY OF JULY 2022.

**LOXAHATCHEE GROVES WATER
CONTROL DISTRICT**

ATTEST:

Chairperson/President Danowski

Clerk for the Loxahatchee Groves
Water Control District

Supervisor/Treasurer Herzog

Supervisor Maniglia

APPROVED AS TO LEGAL FORM:

Supervisor Miles

Attorney for the Loxahatchee Groves Water
Control District

Supervisor Shorr

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****Agenda Item #8**

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Town Manager

DATE: July 19, 2022

SUBJECT: Resolution No. 2022-DD03 establishing the district's preliminary Road & Drainage non-ad valorem assessment rate for RY 2021-22

Background:

Truth-in-Millage (TRIM) rates are due to the Palm Beach County Property Appraiser's office by July 23rd though the office requests the rates earlier to facilitate preparation of TRIM notices which will be sent out by their office no later than August 19th. The accompanying Resolution 2021-DD03 specifies the district's preliminary non-ad valorem assessment rate for Roads and Drainage to be included on the annual TRIM notice for all taxable property within the boundaries of the Loxahatchee Groves Water Control District.

The proposed rate of \$200 per unit is set at the same rate as in FY 2020-2021 and the 2 preceding fiscal years as we continue to develop the proposed budget and capital plan for FY 2021-2022 that will be presented to Council at its budget workshops.

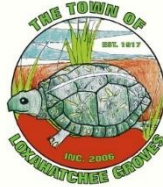
The district's final non-ad valorem assessment rate for Roads and Drainage will be adopted following the required public hearing in September currently scheduled for September 8th. The Council may adopt final rates at or below the preliminary TRIM rates.

Recommendations:

Staff recommends approval of the Resolution No. 2022-DD03 establishing the district's preliminary Road & Drainage non-ad valorem assessment rate for the fiscal year beginning October 1, 2021, proposed at \$200/unit (the same rate as for FY 2021, the current year).

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****Agenda Item #9****TO: Town Council of Town of Loxahatchee Groves****FROM: Francine Ramaglia, Town Manager****VIA:****DATE: July 19, 2022****SUBJECT: Review and Approval of the Request for Proposal (RFP) for Auditor Services by the Council sitting as the Auditor Selection Committee**

Background:

The State of Florida Auditor General Guidelines for the selection of audit services requires that the auditor selection committee review the Request for Qualifications (RFP) prior to its release. These guidelines require at least one member of council to be a member of and to chair the selection committee; therefore, the Council voted for the full Town Council to serve as the auditor selection committee.

The accompanying RFP has been prepared based on the Auditor General Guidelines; has been compared to numerous recent other cities' RFPs; was previously reviewed by FAAC with their suggestions incorporated; and was reviewed by our attorney. There are some edits and other housekeeping matters to clean up before the document is officially released; however, staff wanted to get the input from the Council sitting as the auditor selection committee prior to finalizing the RFP.

Recommendations:

Move that the Town Council approve the accompanying RFP for Auditor Services.

REQUEST FOR PROPOSALS (RFP)

**ANNUAL AUDIT SERVICES
FISCAL YEARS 2022 THROUGH 2023**

RFP NO. 2022-_____

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

DUE: DATE / TIME

LEGAL NOTICE

The Town of Loxahatchee Groves (the “Town”) is soliciting written proposals from qualified certified public accounting firms duly licensed under Chapter 473, Florida Statutes and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy (collectively hereinafter referred to as “Firm” or “Firms”) to provide financial auditing services for the Town for the three (3) fiscal years ending September 30, 2022, 2023 and 2024.

The Request for Proposal (RFP) is open to inspection and may be obtained from the Town Clerk at Town Hall, 155 F Road, Loxahatchee Groves, Florida 33470 or by telephone at _____ or by email at _____; on the Town’s website www.loxahatcheegrovesfl.gov; or through Demandstar.com. Electronic copies are free of charge; however, a non-refundable \$5.00 charge for each hardcopy of the RFP will be required. No pre-proposal conference will be held for this solicitation.

Interested firms shall submit one (1) original, five (5) paper copies and one (1) electronic copy on CD – Rom or flash drive in a clear, concise format, on 8 ½ " x 11" paper in a sealed envelope bearing the name and address of the firm and the words “REQUEST FOR PROPOSAL-ANNUAL AUDIT SERVICES” to the Town **on or before** _____ **p.m. on** _____. No responses will be accepted after that time.

The selection will be in accordance with the RFP, the Town’s Purchasing Code and Policies, Section 218.391, Florida Statutes, and all other applicable federal, state, and local requirements. The Town Council will serve as the Auditor Selection Committee and shall evaluate the proposals submitted by the Firms using criteria as outlined in the RFP. The Town Council will select the firm that is the most qualified firm, which offers the Town the most advantageous opportunity.

In accordance with Section 119.071 of the Florida Statutes, the proposal(s) are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right in its sole discretion to withdraw this RFP, to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals, to re-advertise, and/or take any other such actions that may be deemed to be in the best interest of the Town. All questions and requests for additional information in connection with this RFP and selection shall be directed in writing or email only to _____, 155 F Road, Loxahatchee Groves, Florida 33470; email _____.

Dated: _____, 2022

Town of Loxahatchee Groves

Published: _____

I. GENERAL TERMS AND CONDITIONS

1.0 Purpose and Background Information

A. **Purpose.** The Town is soliciting written proposals from qualified certified public accounting firms that are duly licensed pursuant to chapter 473, Florida Statutes and who are qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The successful certified public accounting firm will provide financial auditing services for the Town for the three (3) fiscal years beginning with the fiscal year ending September 30, 2022, and ending with fiscal year ending September 30, 2024. The Town reserves the right to renew the services of the Firm for, which shall be renewed annually, and each renewal shall be for an additional year, not to exceed a maximum of two (2) years. There is no guarantee of a minimum amount of work that will be performed under the contract. The scope of services is anticipated to include, but not be limited to, the services described herein; however, these tasks must not be construed to identify the complete statement of all perspective responsibilities or obligations that will be performed by the Firm. The awarded Firm may be required to perform other auditing job-related duties that will be authorized by the Town Manager. All services shall be performed and completed in compliance with all applicable codes, laws, rules, and regulations governing these services. The Firm shall have all proper licenses as required by law.

B. Background Information.

1. **Generally.** The Town serves an area of ____ square miles, of which ____ square miles is land and ____ square miles in water. The Town has a population of approximately 3,600. The Town's fiscal year begins on October 1st and ends on September 30th. The Town has a Financial Advisory Committee; however, it does not have a finance department and through a combination of staff people and outside contractors, maintains the Town's funds and accounts. More detailed information on the government and its finances can be found in The Town of Loxahatchee Groves audited financial statements and, in the Town's, Annual budget. These documents are available on the Town's website at www.loxahatcheegrovesfl.gov. The Town of Loxahatchee Groves is exempt from any and all state, local and federal taxes.
2. **Federal and State Financial Assistance.** The Town met the threshold for the Single Audit requirements for Fiscal Year Ending 2021 due to receipt of ARPA funds. A single audit is anticipated to be required for Fiscal Year Ending 2022.
3. **Reporting Entity.** The Town is a municipal corporation incorporated in 2006 pursuant to Chapter 2006-328, Laws of Florida, and has the "Council-Manager" form of government. Registered voters elect the Council, and the Council appoints the Mayor and Vice-Mayor annually. The Council appoints the Town Manager, who in turn

performs as the administrator of everyday operations. The Town's major operations include public safety (including building inspection and code enforcement), public works, and general administrative services. The public works function, primarily roads and drainage, is accounted for in a separate Special Revenue Fund, which is more specifically noted below and is primarily funded by special assessments.

4. **Fund Structure.** The Town reports the following major governmental funds: General Fund, Roads & Drainage, Transportation, Local Option Sales Tax, Capital Improvement. The Town has one enterprise fund: Sanitation. The annual budget for all funds is prepared in accordance with generally accepted accounting principles.
5. **Component Unit.** In 2018, the Loxahatchee Groves Water Control District became a dependent district of the Town, which is reported by the Town through its Roads & Drainage Special Revenue Fund.
6. **Pension Plans.** The Town participates in the Florida Retirement System.
7. **Financial Accounting Software.** The Town used Blackbaud Financial Edge software for maintaining all accounting records. The Town also uses a number of other software products and services such as Gov Easy and Pay Easy for the building and code functions and ADP for payroll functions.
8. **Staffing.** The Town has very limited staffing and does not have a Finance Director or a finance department. The Town relies on various administrative staff to process and record daily financial transactions, primarily receipts and disbursements, and on an outside professional to perform bank reconciliations. The Town has a vacant accounting technician position funded and is in process of negotiating a contract for accounting and reporting services.

2.0 Scope Of Services

- A. **Standards.** The audit shall be performed in accordance with generally accepted auditing standards that are set forth by the American Institute of Certified Public Accountants, the standards for financial audits that are set forth in the U.S. Government Accountability Office's Government Auditing Standards, and pursuant to the provisions of Section 11.45 of the Florida Statutes.

These audits are to be performed in accordance with all applicable regulations and requirements of governmental entities, and further requirements of the GFOA Certificate of Achievement including but not limited to:

1. Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)

2. Government Auditing Standards issued by the Comptroller General of the United States
3. OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations
4. Federal Single Audit Act, as amended
5. Florida Single Audit Act
6. Rules of the Auditor General, State of Florida
7. Rules of the Florida Department of Financial Services
8. Section 218.39, Florida Statutes, and any other applicable Florida Statutes
9. Provisions of any other rule, regulation, statute, ordinance, or order which may pertain to the engagement.

B. Tasks and Deliverables. The following general tasks and deliverables will be required of the selected Firm:

1. The selected Firm shall perform an annual examination of the basic financial statements to express opinions on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles.
2. The Firm shall perform an examination to determine whether the Town's operations are properly conducted in accordance with legal and regulatory requirements.
3. The Firm shall evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the selected Firm is to perform tests of controls and properly document its assessment. Any significant deficiencies and material weaknesses shall be communicated, in writing, in accordance with those generally accepted auditing standards recognized in the industry.
4. The selected Firm shall perform an examination of any additional financial information necessary to comply with generally accepted auditing standards. The selected Firm is not required to audit the combining and individual fund financial statements and supporting schedules. However, the selected Firm is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.
5. The scope of the audit shall include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.

6. If applicable, the scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; other applicable Federal laws; and the Florida Single Audit Act.
 7. The selected Firm shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503. The auditor may use the procedures developed by the Auditor General or appropriate alternative procedures that are necessary to determine the potential for a deteriorating financial condition.
- C. **Reporting.** Following completion of the audit of the fiscal year financial statements, the selected Firm shall issue the following reports with regard to the basic financial statements of the Town:
1. A report on the basic financial statements. This report must include:
 - a. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles.
 - b. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including those reasons that such an opinion cannot be issued; and
 - c. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
 2. A report on compliance and internal control over financial reporting.
 3. A report on compliance and internal control over compliance applicable to each major federal program and state project.
 4. A management letter and any additional examination reports that are required pursuant to Sections 218.39 and 215.97 of the Florida Statutes, and the Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits, Effective September 30, 2021, which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
 5. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:

- a. An “in-relation-to” report on the Schedule of Expenditures of Federal Awards and State Financial Assistance.
 - b. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls, and compliance.
6. Irregularities and Illegal Acts. The selected Firm shall make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to management and/or the governing body.

The selected Firm shall be responsible for the preparation of the draft Comprehensive Annual Financial Report document, and for production/distribution of the final Comprehensive Annual Financial Report document pursuant to the direction of the Town Manager. The annual audit shall also include preparation of the Annual Financial Report of Local Governments (AFR) required by the Department of Financial Services. The Comprehensive Annual Financial Report and the AFR shall be provided in an ADA compliant digital format. All reports shall be issued no later than the deadline for the GFOA Certificate of Achievement program application, which is generally no later than March 31st following the fiscal year under audit.

D. Communications and Reporting to Management.

- 1. The partner-in-charge will be required to attend at least one public meeting for discussion of the audit report.
- 2. The selected Firm shall assure themselves that the Town is informed of each of the following:
 - a. The Firm's responsibility under generally accepted auditing standards.
 - b. Significant accounting policies.
 - c. Management judgments and accounting estimates.
 - d. Significant audit adjustments.
 - e. Other information in documents containing audited financial statements.
 - f. Disagreements with management.
 - g. Management consultation with other accountants.
 - h. Major issues discussed with management prior to retention.
 - i. Difficulties encountered in performing the audit.
- 3. The selected Firm agrees to notify the Town immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Town or any other government client audited by the firm.

4. The selected Firm agrees to notify the Town immediately should there be any disciplinary actions that will be taken, or complaints filed with any regulatory bodies against any of the Firm's staff or the Firm itself.
 5. The selected Firm shall provide the Town with a copy of each external quality control review (peer review) conducted during the time period engaged by the Town.
- E. **Additional Services.** In the event the Town requires or requests additional services during the contractual period covered by the agreement, which additional services may include matters pertaining to grants or operational audits, preparation of bond issues, or management advisory services, or should there be an offer of services in addition to those required by and described in this RFP, the Firm may be engaged to perform these additional services. The total compensation shall be negotiated separately for each additional service that will be provided and shall be based on the hourly billing rates that would be included in the Cost Proposal and Fee Schedule (Exhibit C). The additional services requested by the Town may be encapsulated within the contract pursuant to an amendment that would be executed by both parties.
- F. **Working Papers and Successor/Other Auditors.** All working papers, reports or documents utilized for the audit must be retained at the selected Firm's expense for a minimum of five (5) years, unless the Firm is notified, in writing, by the Town of the need to further extend the retention period. The selected Firm will be required to make those working papers available, upon request, without charge, to any federal or state agency upon request. In addition, the Firm shall respond to the reasonable inquiries of successor and/or other auditors and allow successor and/or other auditors to review working papers relating to matters of continuing accounting significance.
- G. **Timeframe.** Timeliness is critical in the performance of the audit. The selected Firm should endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the Firm and Town staff. The Town will make necessary records available to the selected Firm through the year to assist in this regard. Prior planning and explicit instruction are paramount for timely performance in this regard. The Firm shall provide the Town with a list of all schedules and information to be provided by the Town such as any necessary supporting schedules, reconciliations, and other audit materials, including document retrieval and other research. The templates for all schedules and reconciliations should also be provided if a specified format is required and to simplify the data gathering and production.

3.0 Eligibility and Minimum Requirements

To be eligible to respond to this RFP and be considered for award, the Firm must demonstrate to the satisfaction of the Town that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, as an independent

external financial auditor to a municipality or quasi-governmental organization. Firm(s) must meet the following minimum qualifications; failure to meet the minimum qualifications may result in rejection of the Proposal.

- A. The Firm must have been established as a legal entity in the State of Florida and have performed continuous CPA services for a minimum of five (5) years.
- B. An affirmative statement that confirms that the Firm and all assigned key professional staff are properly licensed to practice in Florida.
- C. The Firm must also be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
- D. The Firm must meet the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and Laws and Rules of Florida Auditor General.
- E. Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- F. The Firm must maintain policies on sexual harassment and hostile work environment. The Firm is expected to be proactive in adhering to those policies and providing for resolutions should any potential issues arise.

4.0 Schedule and Deadlines for the RFP

A summary schedule of the major activities associated with this RFP is set forth below. The Town, in its sole discretion, may modify, adjust, or change the schedule, in its sole discretion and as the Town deems appropriate for the RFP solicitation. The Town will provide notification of any changes to the schedule by issuing written addenda as delineated below.

The following is an estimated schedule to be followed for this RFP

| | |
|----------------------------------------------------------------------|-------|
| Advertisement | _____ |
| RFP Available for Distribution | _____ |
| Deadline for Written Questions | _____ |
| Proposals Due Date | _____ |
| Independent Review of Individual Proposals by Selection Committee | _____ |
| Initial Selection Committee Meeting | _____ |
| Presentations (if necessary) | _____ |
| Selection Committee Recommendation to Town Council | _____ |

Town Council Approval & authorization
to execute Letter of Engagement _____

Any Town Council or Auditor Selection Committee meetings will be held at Town Hall, 155 F Road, Loxahatchee Groves, Florida, or via communications media technology, if necessary. Firms shall contact the Town to confirm how to participate in any Town Council and Auditor Selection Committee meetings.

5.0 No Oral Interpretations of the RFP; Reviewing RFP; Addenda

No Person is authorized to give oral interpretations of, or make oral modifications to, this RFP. Therefore, any oral statements about the RFP by the Town's representatives, agents or employees shall not be binding on the Town and should not be relied upon by a Firm. By submitting proposals, a Firm certifies that its submitted proposals are made without reliance on any oral representation by the Town, its agents, or employees. Each Firm should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the Firm to ensure that he or she has received and understands all of the pages of the RFP and those provisions set forth therein. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format. If a Firm discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Town of such error, in writing, and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a Firm fails to notify the Town prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

No later than _____ **p.m. on** _____, each Firm shall deliver to the Town all of the Firm's questions concerning the intent, meaning and interpretation of this RFP. Each Firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A Firm's questions may be delivered to the Town by hand-delivery, mail, or e-mail but all such submittals shall be in writing and addressed to:

Town of Loxahatchee Groves
_____, Town _____
155 F Road
Loxahatchee Groves, Florida 33470

If revisions to this RFP become necessary, the Town will issue a written addendum. The Town will endeavor to make certain that all participating Firm(s) receive such addendum by posting the addendum on the Town's website (www.loxahatcheegrovesfl.gov). However, it shall be the sole responsibility of every Firm to verify with the Town whether

any addendum have been issued prior to submitting a sealed proposal. If one or more addenda are issued, the Firm must complete the Acknowledgement of Addenda form which is attached hereto as **Exhibit I**. The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect the proposals submitted in response to this RFP.

6.0 Cost of Proposal Preparation

The Firm shall assume all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Town shall not be liable for any expenses incurred by the Firm when responding to this RFP, which will include, but is not limited to, the cost of making presentations to the Town.

7.0 Implied Requirements

Any Products and services not specifically mentioned in this RFP, but which are necessary to provide the services described by this RFP, shall be included in the proposal by the Firm. It is intended that this RFP documents set forth and describe the requirements and response format in sufficient detail to ensure that comparable proposal(s) are submitted to the Town.

8.0 Property of the Town

All materials submitted in response to this RFP become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and whether the Firm's proposal is selected or rejected, which will not nullify this provision or the right of the Town.

9.0 Public Records

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the statutory requirements established within Chapter 119, known as the Florida's Public Records Law, except as may be exempt or confidential pursuant to Chapter 119 or any other statutory provision or federal law. If any Firm believes its proposal contains exempt or confidential information, the Firm must identify the information at the time of the submission of the proposal to the Town. The failure of the Firm(s) to notify the Town of any alleged exempt or confidential information may result in the waiver of such exemption or confidentiality.

10.0 Legal Requirements

Each Firm must comply with all federal, state, and local laws, ordinances, policies, rules, and regulations that are applicable to this RFP and the work to be performed under the Contract. A Firm's lack of knowledge about the applicable laws shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

11.0 Cone of Silence

The "Palm Beach County Lobbyist Registration Ordinance" prohibits a Proposer or anyone representing the Proposer from communicating with any member of the Town Council, the Town Manager, and his employees. Firms interested in submitting a response to this RFP agree not to contact or "lobby" Town Council members or any employee or agent of the Town at any time during the solicitation period and selection process, with the exception of directing questions/requests for clarification through the Town Manager or their designee as noted herein. This "Cone of Silence" is in effect from the date/time of the deadline for submission of the RFP and terminates at the time that the Town Council approves a contract or rejects all proposals. Violations of the "Cone of Silence" shall disqualify any Proposer.

12.0 Drug-Free Workplace

Preference shall be given to a business with a Drug-Free Workplace (DFW) program. Whenever the Town receives two or more proposals that are equal with respect to price, quality, and service, the Town may give preference to the proposal received from a business that completes the attached DFW form, see Exhibit E, and certifies it is a DFW.

13.0 Prohibition on Scrutinized Companies

As provided in Section 287.135(2)(a) of the Florida Statutes, a Firm submitting a proposal, or entering into any agreement with the Town, or performing any work in furtherance hereof, the Firm expressly certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The Firm shall complete the attached Scrutinized Companies Certification Form which is attached here as Exhibit F.

14.0 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list

15.0 Non-collusion

The Firm certifies, through the submittal of its proposal, that the proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation, or other entity submitting a proposal for the same services and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects.

16.0 Code of Ethics; Conflict of Interest

This RFP is subject to the State of Florida Code of Ethics, the Palm Beach County Code of Ethics, the Palm Beach County Inspector General Ordinance, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. If any Firm violates or is a party to a violation of an applicable Code of Ethics or Inspector General Ordinance, such Firm may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFPs (or other procurement requests and invitations) for work or for goods or services for the Town. All Firms must complete the Conflict-of-Interest Form attached hereto as Exhibit D.

17.0 Palm Beach County Office of Inspector General

In accordance with Palm Beach County ordinance number 2011-009, the Firm understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm has reviewed Palm Beach County ordinance number 2011-009, and acknowledges those requirements, rights and/or obligations under the ordinance.

18.0 Protest Procedures

A Firm(s) may protest the RFP solicitation in accordance with those provisions delineated within Chapter II, Article V of the Town's Code of Ordinances.

19.0 Insurance

Prior to execution of the resulting contract derived from this RFP, the awarded Firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance carriers must have an AM Best rating of at least A VII or better. The Certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Firm of its liability and obligations under the resulting contract.

- A. **Professional Liability.** The selected Firm shall maintain during the term of the contract, standard Professional Liability Insurance, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000.00 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000.00, the Town reserves the right, but not the obligation, to review and request a copy of the Firm's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Firm warrants the retroactive date equals or precedes the effective date of the awarded contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, the Firm shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
- B. **Commercial General Liability.** The Firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the Firm or by anyone directly or indirectly employed by or contracting with the Firm.
- C. **Worker's Compensation.** The Firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. **Business Automobile Liability.** The Firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned

automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the Firm.

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

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

20.0 Indemnification

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

The Parties recognize that the Firm is an independent contractor. Subject to the provisions and limitations of Florida laws, the Firm agrees to assume liability for and indemnify, hold harmless, and defend the Town, its commissioners, 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 Contract. The Firm'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 Firm 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 Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, the Firm 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 Firm's expense. The Town shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the Firm of any of its obligations hereunder. If the Firm assumes control of the defense of any third party claim in accordance with this paragraph, the Firm 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 Firm 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 Firm has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

The execution of this Contract by Contractor shall operate as an express acknowledgment that the indemnification obligation is part of the bid documents and/or Contract Documents for the scope of services to be provided to the Town and the monetary limitation on indemnification in this Article bears a reasonable commercial relationship to the Contract.

Nothing in this Article is intended, or should be construed, to negate, abridge or otherwise reduce the other rights and obligations of indemnity that may otherwise exist as to a party described in this Article.

Nothing in this Article is intended to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract, to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

The indemnification obligations set forth herein shall survive the termination and/or expiration of this Contract.

21.0 Litigation concerning RFP and Resulting Contract

The submission of a proposal by a Firm shall serve to confirm the agreement, as follows:

- (a) any and all legal actions necessary to interpret or enforce this RFP or the resulting contract shall be governed by the laws of the State of Florida; and
- (b) the exclusive venue for any litigation concerning this RFP or the contract shall be the state and federal courts in and for Palm Beach County, Florida.

22.0 Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of the Firm(s). It is the responsibility of a Firm to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each firm's own risk. A Firm should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy, or completeness and no Firm or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, the Town may withdraw this RFP either before or after receiving responses, may accept or reject any or all responses, may accept responses which deviate from the non-material provisions of this RFP, and may postpone the proposal due date and time. The Town may waive any minor irregularity which is defined as a variation from the terms and conditions of this solicitation that does not (1) affect the price of the proposal, (2) give the firm an unfair competitive advantage over other firms, or (3) adversely impact the interests of the Town. In its sole discretion, the Town is authorized to determine those qualifications and acceptability of any Firm or Firms submitting a proposal in response to this RFP. The Town will consider each proposal to the maximum extent practicable and will document the reason for any rejection. Following submission

of a proposal, the Firm agrees to promptly deliver such further details, information, and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Firm, including the Firm's affiliates, officers, directors, shareholders, partners, and employees, as requested by the Town. Any action taken by the Town in response to any proposal made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposal, or in any cancellation of award, or in any withdrawal, postponement, or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability, or obligation on the part of the Town, or its advisors. Any proposal which does not meet the requirements of this RFP may be considered non-responsive, and the proposal may be rejected.

II. PROPOSAL, SELECTION, AND AWARD INFORMATION

1.0 Proposal Format and Information

Each Firm shall submit one (1) original, five (5) copies, and one (1) electronic copy of their proposal, in a clear, concise format, on 8 ½ X 11 paper. The Proposal(s) must be properly signed in ink by the owner/principal having the authority to bind the firm. **Signatures are required where indicated; failure to do so may be cause for rejection of the proposal.** Only one proposal may be submitted by each Firm. The **RFP packages shall be submitted to the Town on or before _____ p.m. on _____.**

The proposals must be submitted in a sealed envelope/package that is clearly marked with the name of the proposing Firm and the following: **“Request for Proposal – Audit Services”**.

The format of the proposal shall be as follows:

A. Introduction

1. **Title Page.** Title page shall provide the request for proposals' subject, the Firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be written.
2. **Table of Contents.** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. **Transmittal Letter.** This letter will summarize in a brief and concise manner the Firm's understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the Firm believes itself to be best qualified to provide the audit services, and a statement that the

proposal remains in effect for one hundred eighty (180) days. An authorized agent of the Firm must sign the Letter of Transmittal indicating the agent's title or authority. This letter should also include a description and history of the make-up and composition of the firm.

B. **Technical Proposal.**

The purpose of the detailed technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the Firm(s) seeking to provide the services in conformity with the requirements of this RFP. As such the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the Firm and of the particular staff to be assigned to this engagement. It should address all items outlined in the RFP simply and economically, providing a straightforward, concise description of the Firm's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following sections must be included:

1. **Audit Approach.** The proposal shall include a description of the proposed audit engagement, with any exhibits or documentation deemed essential, which must include but not be limited to the following phases of the proposed service:
 - Overall approach and methods to achieve a satisfactory audit engagement.
 - Describe involvement of Town staff.
 - Describe the Firm's current workload and its capacity to serve the Town in an effective and timely manner.
 - Provide a workplan and timeline of milestones with a goal of issuing all reports and submitting for GFOA Award by March 31st of each year. This should include any segmentation or phases of the workplan including scheduling and timing/resources required.
 - Identification of audit issues and reporting considerations including but not limited to implementation of GASB pronouncements, new auditing standards and/or single audit requirements.
 - Methodology intended to implement and accomplish the audit, including sampling techniques and analytical procedures.
 - Use of technology in the audit process as well as experience with Blackbaud, ADP, GovEasy/PayEasy, and other cloud-based solutions for small government.
 - Describe process in preparing GASB compliant governmental financial statements and in providing assistance in obtaining the Certificate of Achievement for Comprehensive Annual Financial Reports.

- Philosophy on management letter comments and assisting local governments maximize their limited staff resources to provide accountability and sufficiency of internal controls.
- Format and/or sample of presentation materials/briefing documents to be provided to Council when reporting audit results.

2. **Experience.** The proposal shall include past performance(s), including the total number of similar locations successfully audited. A proposal will only be considered from qualified Firms. The following information shall be included regarding the Firm's experience in governmental auditing:

- Summary of the Firm's experience with local government clients as well as its personnel and their abilities.
- Overview of the engagement team and role to be played by each team member. The Firm must designate two (2) "key" members of the audit team. The Town shall reserve the right to approve any substitutions or changes in those staff designated as "key."
- Identification of audit team member with Certified Information Systems Auditor (CISA) certification who will conduct/oversee the IT controls portion of the audit.
- Resumes of all persons who will be involved in the engagement(s).
- Past experience of the Firm and/or individuals assigned to the engagement with the Town and/or its now dependent water control district in any capacity and under any firm name.
- Minimum of five (5) references for which the Firm provided a similar audit service within the past five years of the scope and nature required by this RFP similar in size to the Town. These references must include, as a minimum: name of company, contact person, email address, and telephone number. References shall include the general description of the project, the dates, and whether timelines were met (Exhibit D).
- Awards, Recognition, Letters of Commendations and/or Recommendation.
- Additional relevant information including other services/resources available to local government clients.

3. **Operational Information.** Firms shall submit the following information:

- Office locations. The proximity of the primary office and the ability to address level of service to the Town will be an important evaluation factor.
- Staffing levels at office locations and impact of remote work.
- Hours of operation.
- Contact information for key members of engagement team.
- Report on most recent external quality review with a statement whether that quality control review included a review of specific government engagements.

The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years.

4. **Cost Proposal and Fee Schedule.** The Firm must propose a fee schedule for use of the service and schedule of fees for completion of all the Audit Services that will be required by the Town.

If it should become necessary for the Town to request the Firm to render any additional work beyond the work contemplated herein, the Town may request the Firm to provide this additional work provided that there is a specific recommendation(s) that is included in any report issued regarding this engagement, then such additional work shall be performed consistent with the proposal costs set forth in Exhibit “C”. Any such additional work that is agreed to between the Town and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed cost proposal. To accomplish the potential additional work, the Firm, at its option, may include all-inclusive pricing for the three subsequent renewal periods.

5. **Disclosures and Forms.** The Firm(s) shall submit the following documents (completed and signed where appropriate):

- Proposer Checklist (see Exhibit A),
- Proposal Submittal Form and Acknowledgment (Exhibit B)
- Conflict of Interest Statement (Exhibit E)
- Drug Free Workplace form (Exhibit F)
- Scrutinized Companies Certification (Exhibit G)
- E-Verify Form (Exhibit H)

2.0 Proposal Evaluation, Selection and Award

The Town Council, serving as the Auditor Selection Committee, will evaluate the proposals submitted by qualified Firm(s) and rank and recommend in order of preference. There shall be no fewer than three Firms deemed to be the most highly qualified to perform the required services after considering the evaluation criteria below. If fewer than three firms respond to the RFP, the Auditor Selection Committee shall recommend such firm(s) as it deems to be the most highly qualified. The ranking of the Firm(s) shall be based on the following criteria:

| Criteria | Weight |
|----------|--------|
|----------|--------|

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Qualifications and Experience/Ability of Professional Personnel <ul style="list-style-type: none"> • Quality of the professional personnel to be assigned to the engagement and the quality of the firm's management and support personnel • Availability of qualified personnel • Audit firm meets applicable independence criteria • Key personnel receive adequate continuing professional education • Evidence of licensing, completion of quality control review • Demonstrated experience of performing quality municipal audits • Past experience and performance with CAFR & Single Audits • Technological capabilities • References | 40% |
| Audit Approach <ul style="list-style-type: none"> • Adequacy of the overall audit plan for the engagement • Approach to documentation and review of the comprehensive framework of internal and administrative controls • Adequacy of proposed staffing plan (hours, level, and percentage of time) for the various segments of the engagement • Adequacy of sampling techniques • Adequacy of analytical procedures • Ability to meet time frames and delivery dates | 40% |
| Cost Proposal and Fee Schedule <ul style="list-style-type: none"> • Proposed Costs for initial 3-year period • Pricing Structure • Proposed Costs for renewal periods • Additional services hourly rates | 10% |
| Other <ul style="list-style-type: none"> • Overall completeness, clarity, and quality of proposal • Adherence to specifications and requirements of the RFP, including disclosures and required affirmative statements • Evidence of insurance coverage • Volume of work in progress/ability to meet time deadlines/availability of assigned staff • Location of firm and expected use of remote work • Other resources available/provided (training, tools, technology, etc) | 10% |

The Auditor Selection Committee will review all proposals to make a determination as to which Firm is the most qualified to perform the audit(s) for the Town. Upon initial rating and ranking using the criteria evaluation indicated above, the Auditor Selection Committee may choose to conduct an oral presentation. Upon completion of the oral presentation(s), the Auditor Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Firm(s) shall be considered only a preliminary ranking until after the oral presentations are completed.

The basis of fees submitted with the proposals will also be considered as one of the factors in the evaluation process, but price will not be construed as the overriding criteria for awarding the contract for audit services. The Firm(s) will be ranked based on their qualifications at the discretion of the Auditor Selection Committee. The Town reserves the right to authorize the Town Manager or designee, with the assistance of the Town Attorney, to further negotiate any proposal, including price, with the highest rated and most qualified Firm. In the event that the Town and the most qualified Firm selected by the Auditor Selection Committee are unable to reach or finalize a contract, then the Town shall be expressly authorized to commence contract negotiations with the next most qualified Firm to perform the audit(s).

3.0 Contract

The successful Firm shall be required to enter into a formal written contract with the Town, which will include its standard terms and conditions and be in accordance with Section 218.391, Florida Statutes, as amended from time to time. The Firm's standard engagement letter may be made part of the contract. The contract may also include a requirement for a monthly itemized bill which indicates how costs have been incurred. This RFP shall be incorporated into the contract. The Town reserves the right to delete or amend any of the services as listed and described in this RFP. The resulting contract shall be for a period of three (3) years with the option to renew annually for a maximum of two (2) year renewal periods. The Option to renew the contract shall be at the sole discretion of the Town. Any renewal will be subject to appropriation of funds by the Town and the terms and conditions of this RFP.

EXHIBIT A
SUBMITTING FIRM CHECKLIST

1) RFP Package must be put together in the order set forth in this checklist:

- _____ Copy of this Checklist (Exhibit A)
- _____ Proposal Submittal Form and Acknowledgment (Exhibit B)
- _____ Proposal Cost Sheet (Exhibit C)
- _____ References (Exhibit D)
- _____ Conflict of Interest Statement (Exhibit E)
- _____ Drug Free Workplace form (Exhibit F)
- _____ Scrutinized Companies Certification (Exhibit G)
- _____ E-Verify Form (Exhibit H)
- _____ Proof of Licenses

2) Any supplemental materials must appear after those listed above and be tabbed “Additional RFP Information”

3) This Exhibit must be included in RFP

EXHIBIT B
PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1. SUBMITTING FIRM/INDIVIDUAL NAME: _____
2. PRIMARY OFFICE ADDRESS: _____
3. TELEPHONE NUMBER: _____
4. EMAIL: _____
5. CONTACT PERSON: _____
6. FEDERAL ID# OR SSN: _____
7. By submitting a proposal, the firm warrants, represents, certifies, and declares that:
 - A. The firm acknowledges receipt and review of Addenda Nos.: _____.
 - B. The information contained in the proposal is true and the proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
 - C. The firm understands and agrees to all elements, terms, conditions, and certifications of the RFP, unless otherwise agreed to by the Town, and that the RFP shall become part of any contract entered into between the Town and the firm.
 - D. By signing and submitting the Proposal, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
 - E. Pursuant to section 287.133, Florida Statutes, a person, or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit proposals to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its proposal does not violate this statute.
 - F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its proposal to third parties.
 - G. The firm has carefully and to its full satisfaction examined the RFP and all addenda, if any.
 - H. The firm has made a full examination of the Town and its relevant information and is familiar with the conditions that may impact its performance.

- I. Upon notice of an intent to award the contract, the firm will provide all documents required to commence work under the RFP and proposed contract, including but not limited to, certificates of insurance.
- J. The firm agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or other timeframe agreed to by the Town), the offer to contract may be withdrawn.
- K. The firm has not divulged or discussed its proposal with any other firm.
- L. The proposal is made based on independent determination of the firm without collusion with other firms in an effort to restrict competition.
- M. The firm has not made any attempt to induce any potential firm from submitting or declining to submit a proposal in response to this RFP.
- N. The firm is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP.
- O. That the firm shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP.
- P. The proposal constitutes an offer to the Town which shall remain open, irrevocable, and unchanged for ninety (90) days after proposal opening.
- Q. The individual signing on behalf of the firm certifies that he or she is authorized to sign for the firm.

AUTHORIZED SIGNATURE

TITLE

PRINT NAME

DATE

EXHIBIT C PROPOSAL COST SHEET

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

| Period | Financial Statement Audit / CAFR | Single Audit |
|---------------------|---------------------------------------------|---------------------|
| September 30, 2022, | \$ _____ | \$ _____ |
| September 30, 2023, | \$ _____ | \$ _____ |
| September 30, 2024, | \$ _____ | \$ _____ |

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

Components of Fee Structure

| Position | Financial Audit/CAFR | | Single Audit | |
|----------------------------------------|--------------------------------|-------------------------------------|--------------------------------|-------------------------------------|
| | Proposed # of Hours | % Time on Engagement | Proposed # of Hours | % Time on Engagement |
| Partner | | | | |
| Manager | | | | |
| Supervisor Staff | | | | |
| Staff | | | | |
| Other (Specify nature, basis & amount) | | | | |

Additional Services (If required)

| Position | Hourly Rates |
|------------------|-------------------------|
| Partner | |
| Manager | |
| Supervisor Staff | |
| Staff | |
| Other | |

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

EXHIBIT D

PROPOSER REFERENCES

Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services).

The Town may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently identified, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal's ability to perform the types, level, and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.

Excellent: Frequently exceeds client reference's specifications/requirements
 Good: Meets client reference's specification/requirements
 Poor: Frequently does not meet client reference's specifications / requirements

The information for each reference provided should contain at least the following:

Name
 Location
 Population
 Total Budget
 Contact Person Name & Title
 Contact Phone Number
 Contact E-Mail
 Contact Fax
 Total Years Served by Firm
 List of Services Provided Including Dates & Description & Timelines Met/Not Met

EXHIBIT E

CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

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

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit 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 PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

EXHIBIT F

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) 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) 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) 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) 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 5 days after such conviction.
- (5) 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT G
SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, _____, on behalf of _____ (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____

EXHIBIT H
STATE OF FLORIDA E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Firm acknowledges and agrees to the following:

Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Firm during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____ Date: _____

Possible Project List and Deadline for Council and Management

| Items to Complete | Year 2022 | | | Year 2023 | | | | Year 2024 | | | | Who is Responsible | | | |
|----------------------------------------------------------------|-----------|-----------|---------|-----------|-------|-------|-------|-----------|-------|-------|-------|--------------------|----|-----|--------|
| | Apr-Jun | Jul - Spt | Oct-Dec | 1st Q | 2nd Q | 3rd Q | 4th Q | 1st Q | 2nd Q | 3rd Q | 4th Q | Council | TH | PWD | Vendor |
| 1 Push media LG residents | X | X | | | | | | | | | | | x | | |
| 2 Revisit Rock & Road pave plan/cost/order | X | X | | | | | | | | | | x | | | |
| 3 Finalize Okeechobee Overlay | | | | | | | | | | | | | | | |
| 4 Publish mow & grade schedules | X | | | | | | | | | | | | | x | |
| 5 Town calendar of events | | | X | | | | | | | | | x | x | | |
| 6 Magistrate pg of cases & status on website | X | X | | | | | | | | | | | x | | |
| 7 RV handout | | X | | | | | | | | | | x | x | | |
| 8 Paint all speed humps, place 25mph signs | | X | | | | | | | | | | | | x | |
| 9 Business page Town website | | | | X | | | | | | | | | x | | |
| 10 Final, PUBLISHED BTR policy and billing system | | | | X | | | | | | | | x | x | | |
| 11 Residential water use permits | | | | X | | | | | | | | x | x | x | |
| 12 IN EFFECT Nuisance abate roadways & maint. easements | | | X | | | | | | | | | x | x | x | |
| 13 Reclassify land for tax/use | | | | | | X | | | | | | | x | | x |
| 14 PWD Equip (Liespan) Plan sell/buy/lease | | X | | | | | | | | | | | | x | |
| 15a Hire firm to obtain easements | | X | | | | | | | | | | x | x | | |
| 15b Finalize footprints of roads and maint easements | | | | | X | | | | | | | x | x | x | x |
| 16a Cert of Use for unpermitted activity | | | | | | X | | | | | | | x | | |
| 16b Register prgrm: landscape, nurseries, tree comp. | | | | | | X | | | | | | x | x | | |
| 16c Review/change assessment methodology | | | | | | X | | | | | | | x | | x |
| 16d Impact and user fees | | | | | | X | | | | | | | x | | |
| 17 Flood Mitigation Prgm member | | | | X | | | | | | | | | x | | |
| 18 Line of Sight Policy | | | X | | | | | | | | | x | x | x | |
| 19a Coastal accountable for things unfulfilled | | X | | | | | | | | | | | x | | x |
| 19b Reduce residential can from \$450-\$350 | | X | | | | | | | | | | | x | | x |
| 20 Annexation - on March 2023 Ballot | | | | X | | | | | | | | x | x | | |
| 21 Bus-stop shelter for school bus kids | | | | | | X | | | | | | | x | x | x |
| 22 Trail system map, connection & signs | | | | | X | | | | | | | | | | |

Possible Project List and Deadline for Council and Management

| Items to Complete | Year 2022 | | | Year 2023 | | | | Year 2024 | | | | Who is Responsible | | | |
|----------------------------------------------------|-----------|-----------|------------------------------------------------------------|-----------|-------|-------|-------|-----------|-------|-------|-------|--------------------|----|-----|--------|
| | Apr-Jun | Jul - Spt | Oct-Dec | 1st Q | 2nd Q | 3rd Q | 4th Q | 1st Q | 2nd Q | 3rd Q | 4th Q | Council | TH | PWD | Vendor |
| 24 Town-wide drainage plan | | | x | | | | | | | | | | | x | |
| 25 New PW Building on Okeechobee | | | | | | | | | | x | | x | x | x | |
| 26 Sell TH building, relocate on Okeechobee | | | | | | | | | | x | | | | | |
| 27 Restore Canal Banks plan | | | x | | | | | | | | | x | x | x | |
| 28 Culvert list replacement | | x | | | | | | | | | | | | x | |
| 29 Traffic lights at B, D and Folsom on Okeechobee | | | | | | | | | | | | | | | |
| 30 Resource center for underserved populations | | x | County already has this. Create a link on our Town website | | | | | | | | | | | | |
| 31 Programs for children and elderly | | x | County already has this. Create a link on our Town website | | | | | | | | | | | | |

Historic committee

Elected official training workshop

Staff training and professional development

Let LGLA do it. All the knowledge is already there. Booklets exist as do pictures

Needs more discussion

Execute with your own resources, not LG resident tax or other revenues

Didn't understand These Items

Chemical free (GREEN) by 2025

No single-use containers by 2025

More ag-friendly

Plant/save 1,000 trees (how)?

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****Agenda Item #10****TO: Town Council of Town of Loxahatchee Groves****FROM: Francine Ramaglia, Town Manager****VIA:****DATE: July 19, 2022****SUBJECT: Discussion of Potential Council Priorities**

Background:

In April, Council each provided a list of priorities and possible projects as did staff. A condensed version of that list is attached but is not yet based on ranking and/or timing. Below are what appearing to be common areas of interest, not necessarily in any specific order:

- Drainage Plan, including Maintenance Plan (Canals Restored, Banks Re-sloped & Culvert Replacements)
- Road Plan, including Paving & Rock Plans, Maintenance Plan as well as consistent & visible signage placement and painted speed humps
- Define Maintenance Limits (footprint)
- Maintenance Easements Clean & Clear w/ obstacles removed (Clear Vegetation from R.O.W.s-roads & canal banks--3 ft safety zone; update line of sight policy))
- Historical Committee/Grants
- Develop 5-year CIP, including designating use of ARPA funds, and related/necessary policies
- Improve Communications, Website & social media
- Obtain easements for Roads/Rec Trails/Drainage

The above and attached are a starting point for building the Town's budget and strategic plan for the upcoming fiscal year as well as the next 3 to 5 years.

Recommendations:

Council discussion and direction.