

TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
**TOWN COUNCIL FINAL BUDGET HEARING AND REGULAR
MEETING**

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

AGENDA

SEPTEMBER 20, 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 4)

Administration

Assistant Town Manager, Interim Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Approval of Meeting Minutes.
 - a. May 5, 2020, Town Council Regular Meeting Minutes
2. Consideration of **Resolution No. 2022-60** accepting of easements.
3. Consideration of **Resolution No. 2022-65** amending the 4th addendum to the Coastal Recycling and Waste Contract.
4. Consideration of **Resolution No. 2022-66** appointing Tracy Rafterwitz and Cassie Suchy to the Finance Audit and Advisory Committee (FAAC).

REGULAR AGENDA

5. Consideration of **Contracts**.
 - a. Consideration of **Resolution No. 2022-55** for Land Research Management, Inc. (Jim Fleishmann) for Planning Consulting.
 - b. Consideration of **Resolution No. 2022- 56** for Keshavarz & Associates for Engineering Services.
 - c. Consideration of **Resolution No. 2022-57** for Davis-Ashton (Mitty Bernard) for Special Magistrate Services.

FINAL BUDGET AND PUBLIC HEARING

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

"The Town of Loxahatchee Groves, Florida's rolled back rate is 2.6694 The percentage increase in property taxes for Fiscal Year 2022/2023 is 12.38% and the Town's millage rate to be adopted is 3.0000 mills".

 - a. Approval of **Resolution No. 2022-63** adopting the final 2022-2023 millage rate.
 - b. Approval of **Resolution No. 2022-64** adopting the final 2022-2023 operating budget.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Margaret Herzog (Seat 5)

Phillis Maniglia (Seat 1)

Marianne Miles (Seat 3)

Vice Mayor Laura Danowski (Seat 2)

Mayor Robert Shorr (Seat 4)

ADJOURNMENT

Comment Cards

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

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155 F Road Loxahatchee Groves, FL 33470

Agenda # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: September 20, 2022

SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF REGULAR MEETING
MAY 5, 2020

Meeting audio available in Town Clerk's Office

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Town Attorney Brian Shutt and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

Councilmember Maniglia asked that items 4 a, b, c, and e to be postponed to another day due to just receiving the hard copies tonight and not having time to review the old contracts. Mayor El-Ramey stated that only one of the contracts would be expiring this month which she believes is WBI. Councilmember Maniglia stated that she doesn't believe that really matters, and that her issue was Johnson-Davis contract was not included. Town Clerk Burch responded to Councilmember Maniglia stating that she had put the Johnson-Davis in the packet, and it was not fully executed, and she stated that when everything was put on the website.

Town Manager Titcomb stated that he was to reiterate the action item on the agenda is to potentially extend the duration only of the current contracts that is in place minus the one that was mentioned. The content of all the original contracts were not on the agenda tonight for reconfiguration but only the one that will expire between now and your next meeting.

Mayor El-Ramey asked Town Attorney Shutt could discussion be done before Council vote. Town Attorney Shutt responded that Council is still looking at if they are still trying to amend the agenda. It is up to Council to see they want to move forward. Councilmember Maniglia stated that the website is not up for the public to see.

Councilmember Shorr stated that these contracts are existing contracts that has been in placed years ago, only thing that we can do is extend it does not modify it. He stated is suggest that we extend but really look at these contracts and get public comments then because that is when the

contracts can really be modified, his opinion tonight is for housekeeping so that we can have someone under the umbrella.

Councilmember Maniglia asked Town Attorney Shutt have the rewritten the contracts. Town Attorney Shutt responded that the amendments that are in front of Council tonight is the extended renewal that just extending the same terms and conditions, whatever those terms and conditions are, as is, it was brought to the attention of staff that renewals were not renewed and there are no findings.

Councilmember Danowski asked could this be done month to month. Town Attorney Shutt responded yes but feel that this is easier.

Mayor El-Ramey gave her comments regarding the extension of these contract. She feels that they should stay on the agenda so each can be discussed.

Councilmember Maniglia withdrew her motion.

Councilmember Danowski stated could she add an item number 9 to speak about Munilytics' contract.

Town Clerk Burch stated for the record, that your Town Council comments section is for Town Council to speak about anything that they choose and that she is not shunning any Councilmember by not putting topic on the agenda. Councilmember Maniglia stated that she and Town Clerk Burch spoke about this, and she just feel that if Town Council is voting on an item, the residents should be aware of what is being voted on. She also stated that she and the Town Clerk has spoken about a few items that she has spoken about in her comments on several occasions that have not been on the agenda, such as bonds, Thing a digger and OGEM roads. Mayor El-Ramey stated that she speaks about that at Town Council comments where it can be discussed in further details.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS:

There were public comments by Ken Johnson.

CONSENT AGENDA

1. Approval of Meeting Minutes:
 - a. December 11, 2019, Special Meeting
 - b. December 17, 2019, Town Council Workshop Meeting

Councilmember Shorr stated that a spelling correction be made on page 9, stating that it says intuitinally and believe it should be institutional.

Vice Mayor Herzog stated that when minutes are done, in the minutes it reflects what item was discuss but the sentence ends with this person, this person spoke but you don't know what they spoke about, and it could be helpful if we knew some of the general ideas of what they talked about because it could be in conflict with what the other person introduced. Town Manager Titcomb responded to Vice Mayor Herzog stating that when he first got here minutes were being done nearly verbatim minutes and other times, we have done action meetings. We do record, broadcast, and caption every minute, part is through put and staff capabilities, it possible to be more extensive but takes more staff time. As a Council, the directive has settled into this action minutes with highlights of things talked about, but Council you can direct staff to go in whatever direction either less or more. Vice Mayor Herzog asked what the legal document is. Town Titcomb responded by stating that legally we on have to state take minutes of the attendance and action taken at the meeting only. All the rest, public conversation, back and forth among Council is optional as far as transcribing it. It's about efficiency, resources, staff time and providing enough information. The argument for not doing a narration is because you can go to the website.

Councilmember Shorr stated that he would like to see more motion made by Council we they are an issue that needs to have an action.

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

PUBLIC HEARING

2. Approval of SECOND Reading of Ordinance 2020-01 Amending Chapter 34 “Planning and Development” Amending Chapter 34 “Planning and Development”, Article II Planning and Zoning Board”, Section 34-25 “Composition and Term of Office”.

Town Attorney Shutt read on second reading Ordinance No. 2020-01 Amending Chapter 34 “Planning and Development” Amending Chapter 34 “Planning and Development”, Article II Planning and Zoning Board”, Section 34-25 “Composition and Term of Office into the record.

Councilmember Shorr stated that he handed out information from the Property Appraiser’s tax roll and he feels that it is important that we understand, he continued to give data. He also stated (speaking of landowners being on committees) that a committee needs to be diverse and a merger of different people coming with different views and that the Council makes the final decision.

Councilmember Maniglia stated that when Water District was in power, the landowners had a big say on what went on here. She also spoke about a document that she handed out and continued to speak about a landowner’s being on the advisory committees. She feels that the resident of this community deserves better and doesn’t feel a landowner should be on the Planning Zoning Board.

Councilmember Danowski commented that in thinking about this topic the phrase keeps coming to mind “do what you always done, get what you always got” she continued to state that if someone is a landowner and comes and present ideas – she feels at least their thinking and she has mixed feelings. She doesn’t have a problem with a nonresident landowner sitting as an alternate on a board. After other comments made by Councilmember Danowski she stated she has no problem with a nonresident landowner who brings ideas to move the town forward on the Planning Zoning Board maybe in an alternate seat.

Vice Mayor Herzog commented that a person could be activate on attending these meetings and giving their input from the floor as the discussions goes on but doesn’t necessarily think we need to have them as a sitting person who has a right to vote.

Mayor El-Ramey thanked Councilmember Shorr for putting the data together and gave some percentages. She then stated we have already move forward on committees that we are allowing a nonresident landowner to seat on and perhaps this year we wait it out to see how that performance goes to see before we put nonresidents on the committees see what affect they are making positive or negative before making the mover to put them on Planning Zoning Board.

Councilmember Shorr stated that this is a seconded reading, so it passed on first reading 4 to 1 but maybe the voters need to know why a Councilmember changed their mind from the first to second reading. There were additional comments made by Councilmember Danowski and Maniglia. Councilmember Maniglia asked about the two alternates and how are they determined. Town Clerk Burch stated that the Council votes for the slate that is presented to them.

There was public comment by Paul Coleman, Town Clerk Burch read into record.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve on second reading Ordinance No. 2020-01 amending Chapter 34 “Planning and Development” Amending Chapter 34 “Planning and Development”, Article II Planning and Zoning Board”, Section 34-25 “Composition and Term of Office, allowing nonresident

landowners on the Planning Zoning Board; it was voted as follows: Ayes: Councilmember Danowski and Shorr. Nays: Mayor El-Ramey, Councilmembers Herzog, and Maniglia. Motion failed 3-2.

3. Approval of FIRST Reading of Ordinance 2020-02 Amending the Code of Ordinances by Repealing Chapter 2 “Administration, Article V “Procurement” and Enacting a New Article V “Procurement” Regarding Procurement Requirements; Providing for Conflict, Severability, Codification, and an Effective Date.

Town Attorney Shutt read on first reading Ordinance 2020-02 Amending the Code of Ordinances by Repealing Chapter 2 “Administration, Article V “Procurement” and Enacting a New Article V “Procurement” Regarding Procurement Requirements into the record and present them item. He stated that there is some conflicting language in the Ordinance regarding Town Manager’s spending authority of 10,000.00 or 25,000.00 dollars and items such as bid protest, disposal of surplus goods and exemption for going out to bid, piggybacks and sole interest.

Town Manager Titcomb spoke about item number 8 on page 23 of the agenda, which refer to *Resale. Food, beverages, and merchandise purchased for resale, may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town council approval.* He then gave an example of what this meant, he also spoke about the Town Manager spending authority.

Councilmember Maniglia asked should a limit be placed on this. Town Attorney Shutt responded that you can certainly take it out and that he has done a Purchasing Policy at many large cities, he gave an example of the resale and explanation. Councilmember Maniglia also stated that these are items that are already budgeted and allocated. Town Manager Titcomb responded, yes then went to explain change orders.

Councilmember Danowski stated she is not comfortable with a 25,000 cap for the Town Manager. She then gave an example of her concern. She like the awareness of knowing what we spend and would like to see the 25,000 dollars lowered.

Councilmember Shorr asked that this is Article 5 Procurement so where is the rest of the Purchasing Policy has it been adopted, he understands the importance of establishing a limit due to budget but where is the remaining policy. Town Attorney Shutt responded that this is the Ordinance, the Purchasing policy will be coming back before them, later next month on second reading of this Ordinance. Councilmember Shorr stated that he understands it more now, and thanked Town Attorney Shutt for the explanation.

Vice Mayor Herzog stated if 25,000 is the magic number you can’t exceed then who and how is the yearly spending monitored so that you don’t exceed. Town Manager Titcomb responded that the controlling document for spending is the budget, once that document has been set it is the controlling document. He then went to explain the establishing of the budget process. Vice Mayor Herzog then asked will this be bought before the Finance Audit and Advisory Committee (FAAC). Town Manager Titcomb responded. Town Clerk Burch stated that a draft was given in December of the Policy Manual, she also stated that minor to little changes was given by FAAC.

Councilmember Maniglia asked to speak more on the 25,000. Town Manager Titcomb responded and then gave an example.

Mayor El-Ramey asked about a more refine process in the second reading would that require the Manager to provide to Council if something was at the that threshold or below that it was purchased or would it fall under the radar and never knew it was spent. Town Attorney Shutt responded by stating that he has seen it in other Purchasing Policy done many ways then gave an example. There was discussion among Town Council and staff.

Mayor El-Ramey asked should this be modified this tonight and have it bought back with some of the restriction or reporting requirements that was mentioned by Town Attorney Shutt. Town Manager Titcomb responded that is the reason you have second reading so that changes before second reading.

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to approve on first reading Ordinance 2020-02 Amending the Code of Ordinance by repealing Chapter 2 “Administration, Article V “Procurement” and Enacting a New Article V “Procurement” regarding Procurement Requirements striking number 8 and adding a monthly report for Town Manager to present in his comment’s items above 10,000 to 25,000 dollars. Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

REGULAR AGENDA

4. Approval of Contracts

a. Land Research Management, Inc. - Jim Fleishman

Councilmember Maniglia stated she asked for the original contract and secondly, she would like to see what Mr. Fleischmann received from the mitigation fund. She would also like to speak with Town Council about Mr. Fleischmann and stated that when there is zoning change, she would really like to see a planner on our side and one on their side. She continues to express her views regarding this matter. She also would like to discuss other way to go about this, she is not saying to necessarily don’t renew his contract but maybe need someone on the other side.

Councilmember Danowski stated that she just wants to know more about what Mr. Fleischmann does and realize that it may be very detailed oriented and sometimes she feels if we had a different Planner or someone more geared to our makeup, things might a little different.

Vice Mayor Herzog stated that she remembers attending County meetings, and when the big push for development was go west go west go but if an area didn’t allow for a certain thing to be done, she remembers the Commissioner saying change wording so that it can be allowable and sometimes when she listening to our Planner that is what she feels is happening now.

Councilmember Shorr stated that he will say the same thing on all these contracts, think we need to move forward just so that we can have someone under contract then we all need to look at these contracts read them, digested them, understand them, look at different options, talk to people in the field and do some homework, was just kind of handed them. Haven’t done the research and haven’t do the homework, but that is what is going to do. Also, may need to put this out to bid, but come back and discuss.

Councilmember Danowski stated that they all seem to look the same, but she wants to know what they do. Town Manager Titcomb responded that these contracts predate him they were set before him. He then explained what some of the things is he trying to do by cleaning up something. He also stated that they all are professional in their own right, he then went to explain Land Research Management, Inc. contract to Town Council.

Mayor El-Ramey stated that she agrees with Councilmember Shorr on the continuity we stay with it but would like to Mr. Fleischmann role in committees to scaled back and we do it in house and as we go forward it would give us time, but his contract give a little more time to start working on alternatives that might serve the time better.

Councilmember Maniglia stated that she agrees with Mayor El-Ramey because there are some committees that his historical knowledge would be needed like Unified Land Development Committee (ULDC) and if are eventually going to do overlays.

Vice Mayor Herzog stated that we were given a packet on Mr. Fleishmann and projects, how does this play on what we should decide. Town Manager Titcomb responded what is typically done is

to ask monthly contractors to give us a monthly update which is disturbed to you all so that you may read and be prepared, he also explained the workflow and agenda process.

Councilmember Maniglia asked with this contract can we asked Mr. Fleishmann to not do committee meetings. Town Manager Titcomb stated that is not in his contract.

Councilmember Danowski asked we are going contract for contract. Town Manager Titcomb responded that he believes that is how Town Council would like to handle it. Councilmember Danowski stated are we going to land them all on September 30, 2020, or do we have to follow the prescribed extensions. Town Attorney Shutt stated that he followed the prescribed extension that were in the underlined agreements. He then asked the Town council that if they want to approve it and shorten it, but they can be terminated at will and they are not exclusive, that was the purpose of this is to have a written agreement and someone on contract.

Councilmember Maniglia stated that it seems that all these contracts are due at the same time, and if these contracts can come in not all at the same time. Town Manager Titcomb responded you can change the dates anytime you want then he explained the budget process. There were continued discussion.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to approve the extension of Land Research Management contract for planning through September 30, 2020, with the ability to renew for two additional two-year terms; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Motion passed unanimously.

b. Keshavarz & Associates

Councilmember Shorr stated that we can change anything, give 30-day notice, add other engineers, doesn't want to change date to pay more attorney fees.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to approve the extension of Keshavarz & Associates contract for engineering services through July 24, 2022, it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Motion passed unanimously.

c. WBI Contracting of Palm Beach – Jorge Perez

Councilmember Maniglia asked were we in the middle of any drainage projects at this moment. Mayor El-Ramey responded to Councilmember Maniglia stated that this contract does not have anything to do with drainage, it is for Public Works services. Councilmember Maniglia asked did he have a separate contract for drainage and Mayor El-Ramey responded, yes. Town Manager Titcomb stated that the current contract that is being discussed is a general construction service contract which includes doing drainage work, emergency call out for road repair or culvert collapse secondly the catch basin drain project are contracted separately, he continued to explain that there is no exclusivity to this contract it is an on compassing general contract for repair in the Public Works. Councilmember Maniglia asked about Johnson-Davis. Town Manager Titcomb responded to her question but also stated that during his arrival he has not done any interacting with this company, and they have not been utilized since he been here. Councilmember Maniglia stated she would like to see the Johnson-Davis contract and she has a few problems with that and would like for staff to review all contracts and maybe go out to bid. She is not for approving this and would like to see this go out to bid.

Councilmember Shorr stated that when this went out to bid this was a unit cost, WBI was the lowest cost and Johnson-Davis was the second lowest cost and doesn't know who the others were, but the contract was executed with WBI, and the engineer's recommendation was with Johnson-

Davis and the contract was not executed with them. He stated that this is still locking with the prices they had two years ago.

Councilmember Maniglia asked were their additional work orders on all projects. Town Manager Titcomb asked where she is talking about catch basin, he then went to explain what was done in the contract and spoke about the rate schedule and explain the process. Councilmember Maniglia asked that we never had a contract with Johnson-Davis. Town Clerk Burch responded to Councilmember Maniglia stating that in her research WBI and Johnson-Davis both went before the Council and Johnson-Davis contract was not executed on either side.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve the extension of WBI Contracting of Palm Beach contract through May 17, 2021; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski and Shorr. Nay: Councilmember Maniglia. Motion passed 4-1.

d. Davis-Ashton, P.A. (Special Magistrates) – Mitty Barnard

Mayor El-Ramey announced that Mitty Barnard is being substituted for Keith Davis, and she has spent so time with Town Staff, and they fill she is qualified for the task.

Councilmember Danowski asked were there any Special Magistrates scheduled. Town Clerk Burch responded that staff was trying to get the contract in place first.

Motion was made Councilmember Maniglia seconded by Councilmember Danowski to approve the extension of Davis-Ashton, P.A. contract through September 30, 2020, with the ability to renew on an annual basis; it was voted as follows: Aye: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Motion passed unanimously.

e. Simmons & White

Motion was made Councilmember Maniglia seconded by Councilmember Danowski to approve the extension of Simmons & White contract through July 24, 2022, with the ability to renew for two additional three-year terms basis; it was voted as follows: Aye: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Motion passed unanimously.

5. Approval of Best Interest Invoices

Town Attorney Shutt commented that under the best interest acquisition under the current Purchasing Code it has to be approved at a 4-1 vote and can't be on the Consent Agenda and there has to be reasons why you are approving it. Councilmember Maniglia asked where the invoices were. Mayor El-Ramey asked for clarification by stating that we are not looking at what has been paid out but what the estimates will be going forward. Town Manager Titcomb responded that they are being bought forward because of future use. Councilmember Maniglia asked Councilmember Danowski is this in the realm of what she is used to approving as being a Board of Supervisor at the District. Councilmember Danowski responded that it is like comparing yellow apples and pears, as a Town compared to the district of years ago this Town has done more actual laborious road work than the district did which was primarily maintenance, can't say that a comparison could be made. Councilmember Maniglia stated that Councilmember Danowski is correct the trucks were out, the loader was out, they drop rock so were not going to be in that capacity she doesn't think we put down a million dollars' worth of rock, what happens if this is not used does it go back. Town Manager Titcomb stated that all unused funds go back in the

budget. There continued to be discussion among Town Council and Town Manager Titcomb. Mayor El-Ramey asked could item 5 be set aside due to it being contingent on items 6, 7, and 8. Town Attorney Shutt stated that will depend on the Council.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to approve moving item number 5 after items 6,7, and 8 have been discussed; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Motion passed unanimously.

- a. Palmdale Oil
- b. Labor Finders
- c. United Rentals

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to ratify purchases and payments year to date for Labor Finders, United Rentals, and Palmdale Oil authorize purchases and payments necessary for Labor Finders, United Rentals due to the purchase of the water truck reduction and Palmdale Oil through the remainder of the fiscal year ending September 30, 2020 and authorize staff to work with attorney to execute any necessary master agreements with Labor Finders, United Rentals, and Palmdale Oil to more formally document the approved terms and unit pricing; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Motion passed unanimously.

Councilmember Danowski stated that to the best of recollection the excavator came into the life of Loxahatchee Groves in 2012 for the severe flood of Isaac or Sandy, don't know if it came to us via FEMA or if there are any strings that comes with that to sell. Mr. Peters responded to Councilmember Danowski that it was purchased right out and that the machine is a valuable piece of equipment. There was discussion among Councilmember Maniglia and Mr. Peters.

Councilmember Shorr commented on the excavator was purchased because they were cleaning out canal segments, if Mr. Peters does have a plan, he would like to compare it to a contractor, like to see the comparison.

Vice Mayor Herzog asked did we have a skilled operator to run this piece of equipment and do we have the option of renting out the piece of equipment.

Mayor El-Ramey stated this is her first-time hearing about a plan and maybe they may want Mr. Peters to bring back for Council review.

Councilmember Danowski stated she would look into some of her old documents.

Town Manager Titcomb stated that the combination of these request may create a report that would answer Councilmembers Maniglia's questions.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to instruct Mr. Peters to look into selling the excavator and bring back options (findings) for selling to the next meeting; it was voted as follows: Ayes: Vice Mayor Herzog, Councilmembers Danowski, and Maniglia. Nays: Mayor El-Ramey Councilmember and Shorr. Motion passed 3-2.

6. Approval of Message Board

Councilmember Maniglia stated that it is really hard to read, don't know why we have it, doesn't remember voting on this and how is it going to save us money and being that we have blown the wad and have done million dollars' worth of road, she doesn't see why we have to spend 15-16, 000.00 on a road sign. Councilmember Danowski stated she agrees.

Councilmember Shorr stated that Larry could speak on, but we have to have something to warn the people when working on the road. He also stated that there are so much more that these signs can do like inform the public of events, taking speed, etc. Councilmember Danowski stated that we need something that is multi functioning.

Vice Mayor Herzog asked if we have this, who is programming this. Mayor El-Ramey asked that Mr. Peters come forward. Mr. Peters stated that Public Works staff program it themselves. Councilmember Maniglia stated two Council meetings ago asked him to go get a car counter, has that been done. Mr. Peters stated there are multiple counters. Councilmember Maniglia asked to have you information on what was directed of you in regard to the car counter and how much does it cost of to hire Maintenance of Traffic (MOT) verses this machine on a 30-day period. Mayor El-Ramey stated that we need to both and is the lighted signs required by DOT or can we have just reflected signs. Mr. Peters responded that is could possibly be required by DOT, he continued to explain MOT and answer questions. Town Manager Titcomb also added explanation. Councilmember Maniglia asked what our budget is because she sees a bunch of toys and that we need to tighten our belts and not for buying mor stuff. Mayor El-Ramey asked Mr. Peters does he have a break down on United Rentals. Mr. Peters responded.

Motion was made by Councilmember Danowski seconded by Vice Mayor Herzog to not to approve item number 6 the Message Board; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Motion passed unanimously.

7. Approval of 4000 Gallon Water Truck

Councilmember Maniglia stated that she would be in favor of purchasing of the Water Truck and thinks that we would be saving money and believes they did their homework on this Water Truck but will ask once this road items are done that, they come back with selling of the Thing a digger.

Councilmember Shorr asked how we can justify spending this purchase of above \$25,000 without using a government contract, sole source. Town Attorney Shutt stated that if they did want to purchase this Water Truck, this will be a best interest acquisition which will require a 4-1 vote for approval. The justification is in the memo unless Council has other justification and want to put on the record. Councilmember Shorr asked is this okay with the Inspector General and Town Manager Titcomb responded that he would agree with what the Town Attorney stated.

Councilmember Danowski asked the driver of the truck is not a rented person, but our employee, she also asked 6375.00 per month comes from, what budget line, are we going to go over, do we have enough. Town Manager Titcomb stated that there is a line item in the budget for this and Mr. Peters in still within that line.

Vice Mayor Herzog stated that when we are done with the machine that we would not let in stay in the yard and deteriorate and is the machine functional as it is, and do we have enough staff to man the equipment you have. Mr. Peters stated that under the current conditions he have limited staff and we have been limited to two people due to this virus. Town Titcomb gave explanation as to why staff is shorthanded. Vice Mayor Herzog asked urgent is this that we purchase this immediately. Town Manager Titcomb stated that he was not sure if he could answer that but it's an offer on the table and it is a piece of equipment that Council has stated it is needed so it is an opportunity to take the piece of equipment that we have been renting to purchase.

Mayor El-Ramey asked how many months we have been renting this equipment. Mr. Peters stated about 6 months. Mayor El-Ramey stated that in the last month give or take it has been weeks that it has been sitting due to staffing issues at the peak of the drought, we are coming into the raining

season, we are going serious concern about budgeting and it has not been used regularly in the season it which is was needed so it is an expenditure that is a bit extravagant at this time.

Councilmember Maniglia asked did Linda have a CDL. Mr. Peters responded, yes. She then asked so that means she could drive the water truck. Mr. Peters responded that she has driven the truck. She then stated that if we don't purchase this water truck, we will end up renting it and although they weren't using it when she thought it should out there be used but this is one piece equipment that we do need and get rid of something that we do not.

Motion was made by Councilmember Maniglia seconded Councilmember Shorr to execute a purchase order be written to United Rentals, in the amount of \$76,500.00, payable at \$6,375.00 per month, for twelve months, for the purchase of a 4000-4999-gallon model M2 106 Water Truck, United Rental Equipment No. 10283725, in accordance with Quote # 177836211; it was voted as follows: Ayes: Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Nay: Mayor El-Ramey. Motion passed 4-1.

8. Approval of Road Maintainer

Councilmember Maniglia made a comment regarding the piece of equipment, got a complaint from the McCoy folks, she then stated what the complaint was, she then stated that now that the Water Truck has been approved, she is not in favor of purchasing this.

Councilmember Danowski stated that she would like to see what the Water Truck and the roller and consistent grading does before we buy anything, it is a consideration but not now. Town Attorney Shutt stated that if Council wanted to purchase this it would be a best interest acquisition that would require a 4-1 vote and provide the justification of why it is in the best interest of the Town.

Councilmember Shorr stated that he had called the manufacture to see if they had any government pricing to justify this, but he said the guy did call back and stated that the Village of Wellington had two so he could see if there could be a demo and maybe we could look at this for next budget.

There was discussion among Town Council.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to deny a purchase order be written to Bonnell Industries, Inc., in the amount of \$27,583.00, for the purchase and freight, for a Model 312 Road Maintainer in accordance with quote no. 0141828; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia, and Shorr. Motion passed unanimously.

Town Councilmembers Comments

Councilmember Laura Danowski- wanted an update on Munilytics. Town Titcomb addressed Town Council, stating that there have been attempts to contact the company to come up with a better formula to come up for the residents of our town, many meeting with Munilytics but around the holidays the communications went dark. But as of today, received a version from Munilytics and is being vetted. He also suggested that Munilytics be invited to address Town Council at the June meeting. Councilmember Danowski asked for a draft. Town Manager Titcomb stated that they could more than likely get it tomorrow. There continued to be discussion among Town Council and Town Manager Titcomb.

There was consensus by Town Council to have Munilytics to come and present at the June meeting.

Vice Mayor Herzog asked did we have members that attends different organizations like the Western Council, League of Cities' monthly, Treasure Coast. Town Manager Titcomb stated he doesn't know if they are designated members. Vice Mayor Herzog stated that the reason she brings

it up is because at the last Western Council meeting 140th came up and no one was in attendance. Mayor El-Ramey and Mr. Titcomb stated that they have been on Zoom meetings regarding Western Council. Mayor El-Ramey stated that she wanted to delegate member to certain organizations and agency. There was continued discussion among Town Manager Titcomb and Vice Mayor Herzog and Mayor El-Ramey.

Mayor El-Ramey spoke about formalizing way to get agenda items for the agenda, need to formalizing Town Council items. Councilmember Maniglia stated that she has been trying to get bonds on the agenda, would like to get the bond attorney to come to the next meeting been trying to get on the agenda to explain the process. Mayor El-Ramey stated we are talking about how to formally get an item on the agenda. Town Manager Titcomb went to explain what Mayor El-Ramey was saying and how items get on an agenda. Mayor El-Ramey stated she is speaking on policy and procedures. Councilmember Danowski stated that we had a perfect example tonight regarding the excavator, she then proceeded to explain, she stated that she feels Town Council comments should be a vetting area. Mayor El-Ramey said maybe we should be more formalized. Councilmember Maniglia stated no, no, the residents need to know what is going on, want the bonds on the next meeting. Town Manager Titcomb stated the reason Mr. Peters bring items to you is because he has to, because they exceeded the threshold. He then addressed Councilmember Maniglia's concern regarding bonds.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to employ a bond council to come to the next meeting to discuss the two specific bonds already in place and bond options with those two bonds; it was voted as follows: Ayes:

Councilmember Danowski asked is your motion for the two specific bonds or the process in general. Councilmember Maniglia responded the two bonds that was voted on. Councilmember Danowski addressed Councilmember Maniglia by stating that if she changes her motion to general, she will vote for it but not the two specific bonds that was voted on. Town Attorney Shutt stated that his understanding is for staff to contact a bond council to speak about the two specific bonds. Councilmember Maniglia stated that if we are going to spend money on a bond council then we need to ask about what can be done on the specific two bonds. Mayor El-Ramey stated that neither of those bonds were for OGEM roads. There continued to be discussion among Town Council and staff. Councilmember Shorr stated that we are working on a master plan, master plans for the roads, everything is looking for the Town. He stated what is knows about the bonds the one bond was for gas tax and the other was to the people to pay ½ for their roads, he continued to explain bonds, thought we were working on a master plan and what kind of footprint do we have once the footprint is established how to budget it. He feels the process should be to finish the footprints then decided what we want to do and next March do a referendum. He is not sure if he is ready to write a blank check for an attorney and he continue to speak on the history of the bond. Councilmember Maniglia stated that she wanted to change her motion to general and she also asked Town Attorney Shutt does he have any idea of a cap that can be put on the attorney's bill. Town Attorney Shutt responded that it is going to be under 10,000.00 due to Town Manager Titcomb's approval authority and can speak to the attorney, if it is anything higher then will come back to the Town Council. Councilmember Danowski asked could a certain question be asked specifically, so that we can be armed with information. Town Attorney Shutt stated he would just tell them to be generally familiar with the two bonds that were enacted there, and they just want to ask some general questions.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to employ a bond council to come to the next meeting to discuss the general bonds and options with a finite cost of 3,000.00 and not to exceed; it was voted as follows: Ayes: Mayor Shorr, Vice

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

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

Councilmember Shorr commented about task list multiple meetings, things that have come up in the last year. He asked if everyone could review the list and come up with things they may want on the list, who is responsible and what the status. He also asked about a workshop. There was discussion among Town Council regarding workshops. He feels there are a lot of things that he feels need to hash out. Town Manager Titcomb responded back to him regarding meetings. Mr. Titcomb also spoke about the two different workshops that have been had by Town Council. Councilmember Shorr stated he would like for us to pick some off the list to bring forward such as: speed signs, hedging roadsides and trail sides and cut through closure and contract for canal cleaning. There was continued conversation among the Town Council and Town staff. There was also conversation regarding tire

There was consensus by Town Council to bring back an update on canal maintenance options to the next meeting.

Councilmember Maniglia commented that the OGEM roads should be a priority, she stated the following in order by roads A, C, D, and Northside, it was spoken about and would like Larry to bring back some options. She also would like to see the original letter from the previous Manager regarding opening the gates. Town Manager Titcomb responded that the letter was received today. Mayor El-Ramey commented about the PBCSO month end report. She asked Town Attorney Shutt about consensus moving forward about the ticking for how we can up the ante. Town Attorney Shutt responded that he would reach out to PBCSO's attorney. Mayor El-Ramey also stated that June workshop should be focused on budget. She also spoke about utilizing Councilmember Shorr's way of getting things on the agenda.

Town Staff Comments

Town Manager

Town Manager Titcomb stated that he has started a FACEBOOK page which has not gone public as of yet, he stated that it would be as a push medium only. He also spoke about COVID-19.

Councilmember Shorr commented about the Ron Jarriel honor ride.

Adjournment

There being no further business meeting was adjourned at 11:03 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: September 1, 2022

SUBJECT: Resolution No. 2022-60 Accepting Easement

Background:

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

2550 B Road, Loxahatchee Groves, FL 33470

12604 North Road, Loxahatchee Groves, FL 33470

Recommendations:

Approve acceptance of easements via attached ***Resolution No. 2022-60***.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-60

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

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

WHEREAS, Thomas Conte and Linda F. Conte have executed a Drainage Easement dated August 22, 2022, in favor of the Town; and

WHEREAS, Monroe C. Oliveira and Rosalma V. de Oliveira have executed a Drainage Easement dated August 22, 2022, in favor of the Town; and

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

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

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

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

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

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

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

Section 5. This Resolution shall become effective upon adoption.

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

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

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

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Council Member Phillis Maniglia

Office of the Town Attorney

Council Member Marianne Miles

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

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE EASEMENT ("Easement") is made and entered into this 22 day of August 2022 by and between **Thomas Conte and Linda F. Conte, husband and wife** with a mailing address of 2550 B Road, Loxahatchee, FL 33470-4216, hereinafter collectively referred to as the "GRANTOR", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

WITNESSETH:

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

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

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

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

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

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

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

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

WITNESSES:

By: Julie Conte

Witness name: Julie Conte

By: W2'0

Witness name: Michelle Damiano

GRANTOR:

[Signature]

Thomas Conte

STATE OF Florida)
COUNTY OF Broward)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this Thomas Conte this 22 day of August, 2022, by **Thomas Conte**, who is ☒ personally known to me or ☐ produced _____ as identification.

[SEAL]



DINA MCMAHON
Commission # GG 292123
Expires April 27, 2023
Bonded Thru Budget Notary Services

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

WITNESSES:

By: Linda Conte

Witness name: Erlene Conte

By: MD

Witness name: Michelle Damore

GRANTOR:

Linda F. Conte
Linda F. Conte

STATE OF Florida
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this Linda Conte this 22 day of August, 2022, by **Linda F. Conte**, who is ☒ personally known to me or [] produced _____ as identification.

[SEAL]



DINA MCMAHON
Commission # GG 292123
Expires April 27, 2023
Bonded Thru Budget Notary Services

Dina McMahon
(Signature of Notary Public-State of Florida)

GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____
Robert Shorr, Mayor

Town Clerk

Approved as to form
and legal sufficiency

Office of the Town Attorney
Date: _____

Exhibit "A"

Description of Easement

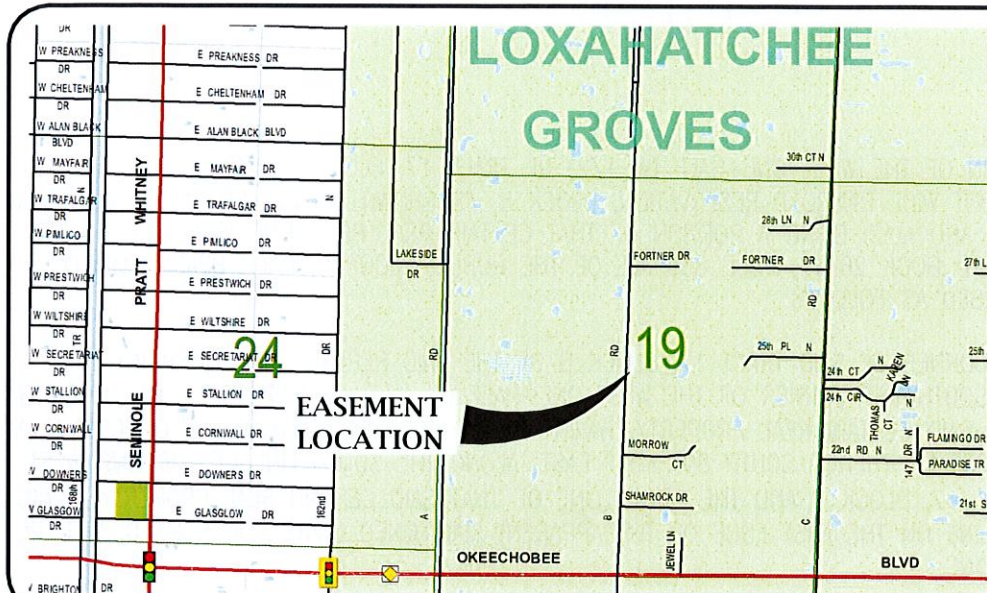
A STRIP OF LAND BEING A PORTION OF THE WEST ONE-HALF (W 1/2) OF TRACT 17, BLOCK B, AND ALSO BEING THE WEST A PORTION OF THAT CERTAIN 100 FOOT WIDE RAILROAD RESERVATION, BLOCK B, AS SHOWN ON THE REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 26417, PAGE 839 ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 17, BLOCK B OF THE SAID REPLAT, THE SAID POINT OF COMMENCEMENT ALSO BEING THE SOUTHWEST CORNER OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 17, BLOCK B AND THE SOUTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY, HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 865822.72, EAST: 888089.16; THENCE SOUTH 89°12'34" EAST, ALONG THE SOUTH LINE OF THE SAID WEST ONE-HALF (W 1/2) OF SAID TRACT 17, BLOCK B AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY, A DISTANCE OF 7.71 FEET TO A POINT ON A LINE ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR B ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 02°12'08" EAST, DEPARTING THE SAID SOUTH LINES AND ALONG THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS, A DISTANCE OF 625.55 FEET; THENCE NORTH 02°45'34" EAST, CONTINUING ALONG THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS, A DISTANCE OF 149.87 FEET TO A POINT TO A POINT ON THE NORTH LINE OF THAT SAID CERTAIN RAILROAD RESERVATION, BLOCK B, AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE SOUTH 89°12'34" EAST, DEPARTING THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS AND ALONG THE SAID NORTH LINES, A DISTANCE OF 9.14' TO A POINT ON A LINE PARALLEL WITH AND 17.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 17, BLOCK 8, THE WEST LINE OF THAT SAID CERTAIN 100 FOOT WIDE RAILROAD RESERVATION, THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, AND THE EAST RIGHT-OF-WAY LINE OF B ROAD AS SHOWN ON THE SAID REPLAT; THENCE SOUTH 02°17'52" WEST, DEPARTING THE SAID NORTH LINES AND ALONG THE SAID PARALLEL LINE, A DISTANCE OF 775.41 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 17, THE SOUTH LINE OF THE WEST ONE HALF (W 1/2) OF SAID TRACT 17, AND THE SOUTH LINE OF THAT SAID CERTAIN PROPERTY; THENCE NORTH 89°12'34" WEST, DEPARTING THE SAID PARALLEL LINE AND ALONG THE SAID SOUTH LINES, A DISTANCE OF 9.30' TO THE POINT OF BEGINNING.

CONTAINING IN ALL 7,601.299 SQUARE FEET AND / OR 0.174 ACRES, MORE OR LESS.

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



LOCATION MAP ~ NOT TO SCALE

SURVEYORS' NOTES:

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

DATE OF LEGAL DESCRIPTION: SEPTEMBER 27, 2021

KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson
SCOTT F. BRYSON

PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991



Digitally signed by Scott F Bryson
DN: c=US, o=KESHAVARZ AND ASSOCIATES, ou=A01410D0000016F1579D2E600000A97, cn=Scott F Bryson
Date: 2021.09.28 11:08:17 -04'00'

EXHIBIT 'B'

2550 B ROAD
LOXAHATCHEE GROVES, FL.
33470

LEGEND

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

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



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

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

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/27/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 267-1208F
APPROVED: SFB	17-1208	SHEET No. 1 OF 4

EXHIBIT 'B'

LEGAL DESCRIPTION:

A STRIP OF LAND BEING A PORTION OF THE WEST ONE-HALF (W 1/2) OF TRACT 17, BLOCK B, AND ALSO BEING THE WEST A PORTION OF THAT CERTAIN 100 FOOT WIDE RAILROAD RESERVATION, BLOCK B, AS SHOWN ON THE REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 26417, PAGE 839 ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 17, BLOCK B OF THE SAID REPLAT, THE SAID POINT OF COMMENCEMENT ALSO BEING THE SOUTHWEST CORNER OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 17, BLOCK B AND THE SOUTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY, HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 865822.72, EAST: 888089.16; THENCE SOUTH 89°12'34" EAST, ALONG THE SOUTH LINE OF THE SAID WEST ONE-HALF (W 1/2) OF SAID TRACT 17, BLOCK B AND THE SOUTH LINE OF THAT SAID CERTAIN REAL PROPERTY, A DISTANCE OF 7.71 FEET TO A POINT ON A LINE ON THE EAST EDGE OF THE APPARENT MAINTAINED LIMITS FOR B ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 02°12'08" EAST, DEPARTING THE SAID SOUTH LINES AND ALONG THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS, A DISTANCE OF 625.55 FEET; THENCE NORTH 02°45'34" EAST, CONTINUING ALONG THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS, A DISTANCE OF 149.87 FEET TO A POINT ON THE NORTH LINE OF THAT SAID CERTAIN RAILROAD RESERVATION, BLOCK B, AND THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE SOUTH 89°12'34" EAST, DEPARTING THE SAID EAST EDGE OF THE APPARENT MAINTAINED LIMITS AND ALONG THE SAID NORTH LINES, A DISTANCE OF 9.14' TO A POINT ON A LINE PARALLEL WITH AND 17.0 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE WEST ONE-HALF (W 1/2) OF SAID TRACT 17, BLOCK B, THE WEST LINE OF THAT SAID CERTAIN 100 FOOT WIDE RAILROAD RESERVATION, THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, AND THE EAST RIGHT-OF-WAY LINE OF B ROAD AS SHOWN ON THE SAID REPLAT; THENCE SOUTH 02°17'52" WEST, DEPARTING THE SAID NORTH LINES AND ALONG THE SAID PARALLEL LINE, A DISTANCE OF 775.41 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 17, THE SOUTH LINE OF THE WEST ONE HALF (W 1/2) OF SAID TRACT 17, AND THE SOUTH LINE OF THAT SAID CERTAIN PROPERTY; THENCE NORTH 89°12'34" WEST, DEPARTING THE SAID PARALLEL LINE AND ALONG THE SAID SOUTH LINES, A DISTANCE OF 9.30' TO THE POINT OF BEGINNING.

CONTAINING IN ALL 7,601.299 SQUARE FEET AND / OR 0.174 ACRES, MORE OR LESS.

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

2550 B ROAD
LOXAHATCHEE GROVES, FL.
33470



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

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

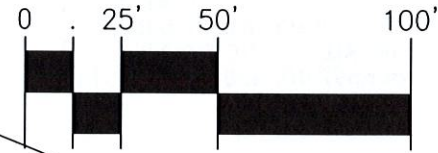
DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/27/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 17-1208F
APPROVED: SFB		SHEET No: 2 OF 4

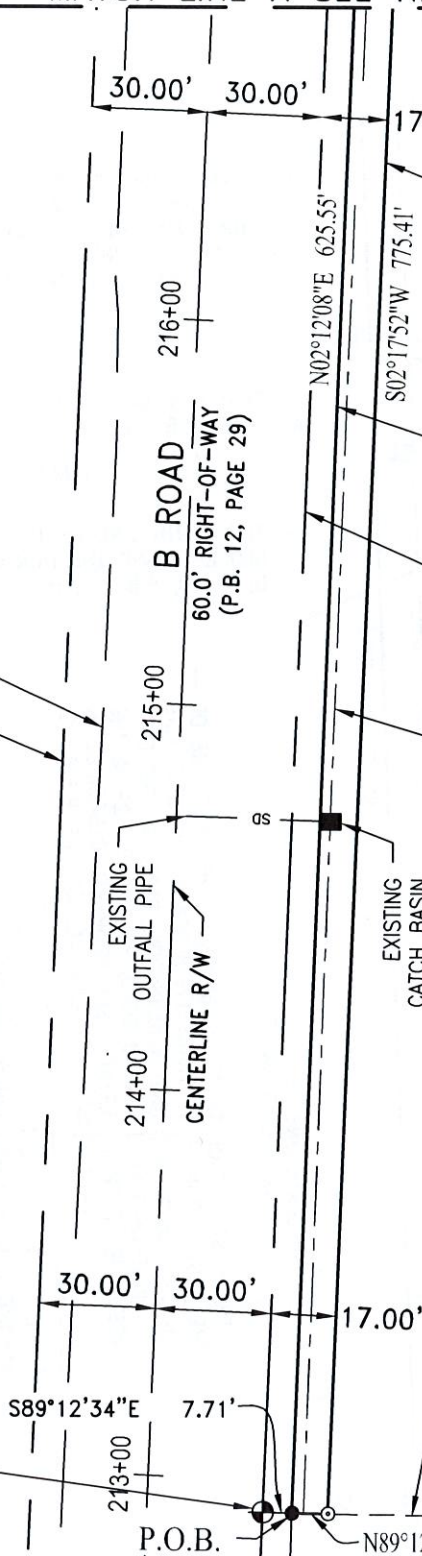
MATCH LINE A SEE NEXT PAGE

GRAPHIC SCALE



THE WEST RIGHT-OF-WAY OF B ROAD, P.B. 12, PG. 29,
& THE WEST LIMITS OF THE CANAL MAINTENANCE
EASEMENT, M.B. 2, PAGE 1, ALL OF THE P.R.P.B.C.
THE EAST LIMITS OF THE CANAL MAINTENANCE
EASEMENT, M.B. 2, PAGE 1, P.R.P.B.C.

P.O.C.
THE S.W. COR. OF TRACT 17, BLOCK B & THE
S.W. COR. OF THE WEST ONE-HALF (W 1/2)
OF TRACT 17, BLOCK B, P.B. 12, PG. 29, AND
ALSO THE S.W. COR. OF THAT CERTAIN REAL
PROPERTY DESCRIBED IN O.R.B. 26417, PG.
839, ALL OF THE P.R.P.B.C.
N:865822.72, E:888089.16



THE WEST LINE OF TRACT 17, BLOCK B, THE WEST LINE OF
THE WEST ONE-HALF OF TRACT 17, BLOCK B, THE WEST LINE
OF THE 100.00' RAILROAD RESERVATION, BLOCK B, THE EAST
RIGHT-OF-WAY LINE OF B ROAD, P.B. 12, PG. 29, & THE
WEST LINE OF THAT CERTAIN REAL PROPERTY DESCRIBED IN
O.R.B. 26417, PG. 839, ALL OF THE P.R.P.B.C.

THE EAST EDGE OF THE
APPARENT MAINTAINED LIMITS FOR 'B' ROAD

A LINE 17.0' EAST OF THE WEST LINE OF TRACT 17, BLOCK
B, THE EAST R/W LINE B ROAD, P.B. 12, PG. 29, & THE
WEST LINE OF THAT CERTAIN REAL PROPERTY DESCRIBED
IN O.R.B. 26417, PG. 839, ALL IN THE P.R.P.B.C.

THAT CERTAIN REAL PROPERTY DESCRIBED
IN O.R.B. 26417, PG. 839, P.R.P.B.C.

THE SOUTH LINE OF TRACT 17, BLOCK B, P.B. 12, PG. 29,
& THE SOUTH LINE OF THAT CERTAIN REAL PROPERTY
DESCRIBED IN O.R.B. 26417, PG. 839, ALL OF THE
P.R.P.B.C.

2550 B ROAD
LOXAHATCHEE GROVES, FL.
33470

EXHIBIT 'B'



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

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

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/27/21	SCALE: 1" = 50'
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 28-1208F
APPROVED: SFB		SHEET No: 3 OF 4

GRAPHIC SCALE



2550 B ROAD
LOXAHATCHEE GROVES, FL.
33470

THE WEST RIGHT-OF-WAY OF B ROAD, P.B. 12, PG. 29,
& THE WEST LIMITS OF THE CANAL MAINTENANCE
EASEMENT, M.B. 2, PAGE 1, ALL OF THE P.R.P.B.C.

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

CENTERLINE R/W
218+00
B ROAD
60.0' RIGHT-OF-WAY
(P.B. 12, PAGE 29)

MATCH LINE A SEE PREVIOUS PAGE

EXHIBIT 'B'

S89°12'34"E 9.14'
S89°12'34"E 7.87'

TRACT 18

THE NORTH LINE OF THE 100' RAILROAD
RESERVATION, P.B. 12, PG. 29, & THE
NORTH LINE OF THAT CERTAIN REAL
PROPERTY DESCRIBED IN O.R.B. 26417,
PG. 839, ALL OF THE P.R.P.B.C.

100.01' (CALC) 100.00' (PLAT)
RAILROAD RESERVATION, BLOCK B,
P.B. 12, PAGE 29 P.R.P.B.C.

THE N.W. CORNER OF TRACT 17,
BLOCK B, P.B. 12, PAGE 29
N:866497.55, E:888116.24

EXISTING
OUTFALL PIPE
219+00
EXISTING
CATCH BASIN

THE EAST LINE OF THE ROAD R/W
EASEMENT, R.B. 12, PAGE 1, P.R.P.B.C.

TRACT 17

THE SOUTH LINE OF THE RAILROAD RESERVATION,
BLOCK B, AND THE NORTH LINE OF TRACT 17,
BLOCK B, P.B. 12, PAGE 29, P.R.P.B.C.

S02°17'52"W 775.41'

THE WEST LINE OF TRACT 17, BLOCK B, THE WEST LINE OF
THE WEST ONE-HALF OF TRACT 17, BLOCK B, THE WEST LINE
OF THE 100.00' RAILROAD RESERVATION, BLOCK B, THE EAST
RIGHT-OF-WAY LINE OF B ROAD, P.B. 12, PG. 29, & THE
WEST LINE OF THAT CERTAIN REAL PROPERTY DESCRIBED IN
O.R.B. 26417, PG. 839, ALL OF THE P.R.P.B.C.

CENTERLINE OF
CONSTRUCTED SWALE

THE EAST EDGE OF THE
APPARENT MAINTAINED LIMITS FOR 'B' ROAD

A LINE 17.0' EAST OF THE WEST LINE OF TRACT 17, BLOCK
B, THE EAST R/W LINE B ROAD, P.B. 12, PG. 29, & THE
WEST LINE OF THAT CERTAIN REAL PROPERTY DESCRIBED
IN O.R.B. 26417, PG. 839, ALL IN THE P.R.P.B.C.

THAT CERTAIN REAL PROPERTY DESCRIBED
IN O.R.B. 26417, PG. 839, P.R.P.B.C.



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

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

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

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

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

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE EASEMENT ("Easement") is made and entered into this 22 day of July 2022 by and between **Monroe C. Oliveira and Rosalma V. de Oliveira, his wife** with a mailing address of 12604 North Road, Loxahatchee, FL 33470-4701, hereinafter collectively referred to as the "GRANTOR", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

WITNESSETH:

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

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

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

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

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

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

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

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

WITNESSES:

By: [Signature]

Witness name: Jerome M. McKel

By: Amber Schmeider

Witness name: Amber Schmeider

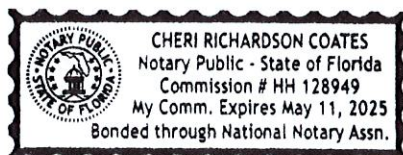
GRANTOR:

[Signature]
Monroe C. Oliveira

STATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of July, 2022, by **Monroe C. Oliveira**, who is ☐ personally known to me or ☒ produced FLDL as identification.

[SEAL]



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

WITNESSES:

By: Amber Schmeider

Witness name: Amber Schmeider

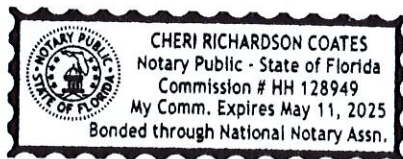
By: Lexi Collegio

Witness name: Lexi Collegio

STATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this 24th day of Aug, 2022, by **Rosalma V. de Oliveira**, who is [] personally known to me or [x] produced FLDL as identification.

[SEAL]



GRANTOR:

Rosalma V. de Oliveira
Rosalma V. de Oliveira

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

GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____
Robert Shorr, Mayor

Town Clerk

Approved as to form
and legal sufficiency

Office of the Town Attorney
Date: _____

Exhibit "A"

Description of Easement

A STRIP OF LAND BEING A PORTION OF THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF TRACT 5, BLOCK G, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29, AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 25632, PAGE 291, ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

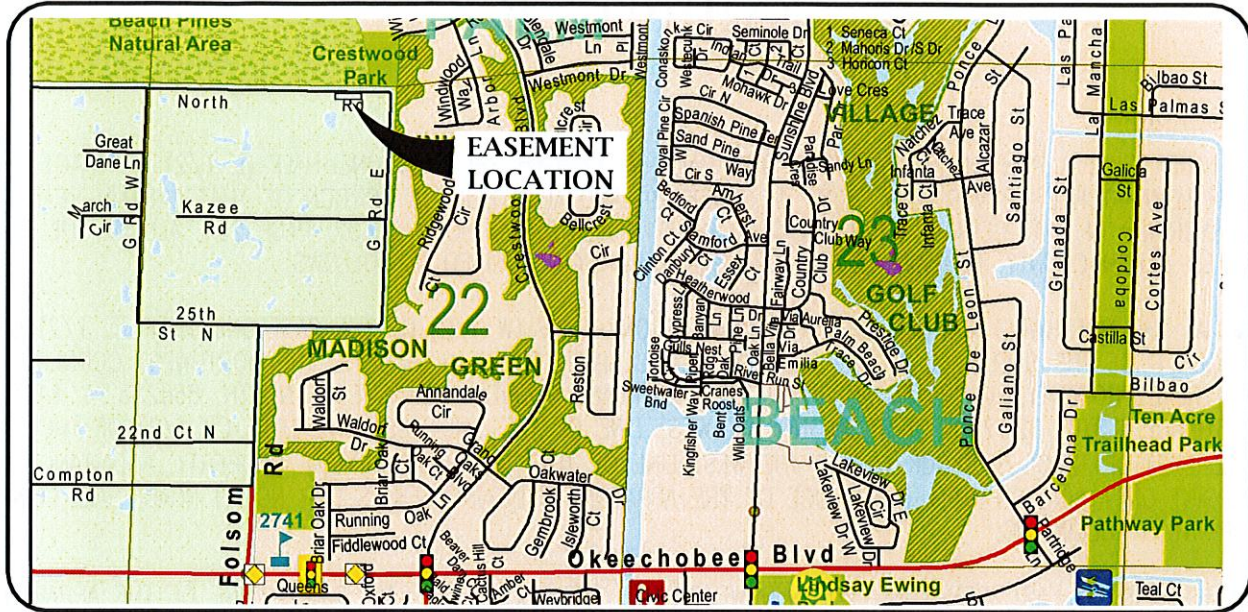
COMMENCING AT THE NORTHWEST CORNER OF THE SAID WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF SAID TRACT 5, BLOCK G OF THE SAID REPLAT, THE SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY, HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 868258.54, EAST: 903305.14; THENCE SOUTH 02°17'02" WEST, ALONG THE WEST LINE OF THE SAID WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF TRACT 5, BLOCK G, AND THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, A DISTANCE OF 8.78 FEET TO A POINT ON A LINE ON THE SOUTH EDGE OF THE APPARENT MAINTAINED LIMITS FOR NORTH ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 88°49'08" EAST, DEPARTING THE SAID WEST LINES AND ALONG THE SAID SOUTH EDGE OF THE APPARENT MAINTAINED LIMITS FOR NORTH ROAD, A DISTANCE OF 206.48 FEET; THENCE SOUTH 89°34'12" EAST, CONTINUING ALONG THE SAID SOUTH EDGE OF THE APPARENT MAINTAINED LIMITS OF NORTH ROAD, A DISTANCE OF 111.44 FEET, TO A POINT ON THE EAST LINE OF THE SAID WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF SAID TRACT 5 AND THE EAST LINE OF THAT SAID CERTAIN REAL PROPERTY, THENCE SOUTH 02°17'08" WEST, DEPARTING THE SAID SOUTH EDGE OF THE APPARENT MAINTAINED LIMITS FOR NORTH ROAD AND ALONG THE SAID EAST LINES, A DISTANCE OF 18.54 FEET TO A POINT ON A LINE PARALLEL WITH AND 28.0 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SAID WEST

ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF TRACT 5, BLOCK G, THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY AND THE SOUTH RIGHT-OF-WAY LINE OF NORTH ROAD AS SHOWN ON THE SAID REPLAT; THENCE NORTH 89°12'15" WEST, DEPARTING THE SAID EAST LINES AND ALONG THE SAID PARALLEL LINE, A DISTANCE OF 318.11 FEET TO A POINT ON THE SAID WEST LINE OF THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF SAID TRACT 5 AND THE SAID WEST LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 02°17'02" EAST, DEPARTING THE SAID PARALLEL LINE, AND ALONG THE SAID WEST LINES A DISTANCE OF 19.22 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 5,853.797 SQUARE FEET AND / OR 0.134 ACRES, MORE OR LESS.

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



SURVEYORS' NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. BEARINGS AND STATE PLANE COORDINATES SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 1990 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90) OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRAVERSE MERCATOR PROJECTION), EAST ZONE. THE NORTH LINE OF TRACT 5, BLOCK G, AS SHOWN ON THE BOUNDARY SURVEY OF PLATTED RIGHT-OF-WAY, LOXAHATCHEE GROVES, PREPARED FOR THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, HAVING A DATE OF JUNE 18, 1998 AND A WORK ORDER No: 86053E, BEARS SOUTH 89°12'15" EAST AND ALL OTHER BEARINGS SHOWN HERON ARE RELATED THERETO.
6. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ITS AUTHENTICATED DIGITAL EQUIVALENT OF A LICENSED SURVEYOR AND MAPPER, EMPLOYED BY KESHAVARZ & ASSOCIATES, INC. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE OF LEGAL DESCRIPTION: SEPTEMBER 27, 2021

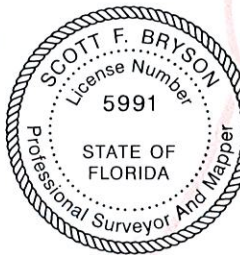
KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson

SCOTT F. BRYSON

PROFESSIONAL SURVEYOR & MAPPER

FLORIDA CERTIFICATE No.: 5991



Digitally signed by
Scott F Bryson
DN: c=US,
o=KESHAVARZ AND
ASSOCIATES,
ou=A01410D0000016
F1579D2E600000A97,
cn=Scott F Bryson
Date: 2021.09.28
11:12:39 -04'00'

EXHIBIT 'B'

12604 NORTH ROAD
LOXAHATCHEE GROVES, FL.
33470

LEGEND

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

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



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

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

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/28/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 347-1208G
APPROVED: SFB		SHEET No: 1 OF 3

EXHIBIT 'B'

LEGAL DESCRIPTION:

A STRIP OF LAND BEING A PORTION OF THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF TRACT 5, BLOCK G, REPLAT OF LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29, AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 25632, PAGE 291, ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF SAID TRACT 5, BLOCK G OF THE SAID REPLAT, THE SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHWEST CORNER OF THAT SAID CERTAIN REAL PROPERTY, HAVING AN APPROXIMATE STATE PLANE COORDINATE VALUE OF NORTH: 868258.54, EAST: 903305.14; THENCE SOUTH 02°17'02" WEST, ALONG THE WEST LINE OF THE SAID WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF TRACT 5, BLOCK G, AND THE WEST LINE OF THAT SAID CERTAIN REAL PROPERTY, A DISTANCE OF 8.78 FEET TO A POINT ON A LINE ON THE SOUTH EDGE OF THE APPARENT MAINTAINED LIMITS FOR NORTH ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 88°49'08" EAST, DEPARTING THE SAID WEST LINES AND ALONG THE SAID SOUTH EDGE OF THE APPARENT MAINTAINED LIMITS FOR NORTH ROAD, A DISTANCE OF 206.48 FEET; THENCE SOUTH 89°34'12" EAST, CONTINUING ALONG THE SAID SOUTH EDGE OF THE APPARENT MAINTAINED LIMITS OF NORTH ROAD, A DISTANCE OF 111.44 FEET, TO A POINT ON THE EAST LINE OF THE SAID WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF SAID TRACT 5 AND THE EAST LINE OF THAT SAID CERTAIN REAL PROPERTY, THENCE SOUTH 02°17'08" WEST, DEPARTING THE SAID SOUTH EDGE OF THE APPARENT MAINTAINED LIMITS FOR NORTH ROAD AND ALONG THE SAID EAST LINES, A DISTANCE OF 18.54 FEET TO A POINT ON A LINE PARALLEL WITH AND 28.0 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SAID WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF TRACT 5, BLOCK G, THE NORTH LINE OF THAT SAID CERTAIN REAL PROPERTY AND THE SOUTH RIGHT-OF-WAY LINE OF NORTH ROAD AS SHOWN ON THE SAID REPLAT; THENCE NORTH 89°12'15" WEST, DEPARTING THE SAID EAST LINES AND ALONG THE SAID PARALLEL LINE, A DISTANCE OF 318.11 FEET TO A POINT ON THE SAID WEST LINE OF THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF SAID TRACT 5 AND THE SAID WEST LINE OF THAT SAID CERTAIN REAL PROPERTY; THENCE NORTH 02°17'02" EAST, DEPARTING THE SAID PARALLEL LINE, AND ALONG THE SAID WEST LINES A DISTANCE OF 19.22 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 5,853.797 SQUARE FEET AND / OR 0.134 ACRES, MORE OR LESS.

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

12604 NORTH ROAD
LOXAHATCHEE GROVES, FL.
33470



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

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

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

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

P.O.C.

THE N.W. CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF TRACT 5, BLOCK G, P.B. 12, PG. 29, & THE N.W. CORNER OF THAT CERTAIN REAL PROPERTY DESCRIBED IN O.R.B. 25632, PG. 291 ALL IN THE P.R.P.B.C.
N:868258.54, E:903305.14

THE SOUTH LIMITS OF THE CANAL MAINTENANCE EASEMENT M.B. 2, PG. 1, P.R.P.B.C.

THE N.E. COR. OF THE WEST 1/2 OF THE EAST 1/2 OF TRACT 5, BLOCK G, P.B. 12, PAGE 29, & THE N.E. COR. THAT CERTAIN REAL PROPERTY DESCRIBED IN O.R.B. 25632, PG. 291, ALL OF THE P.R.P.B.C.
N:868254.12, E:903623.22

THE NORTH RIGHT-OF-WAY LINE OF NORTH ROAD, P.B. 12, PAGE 29, & THE NORTH LIMITS OF THE CANAL MAINTENANCE EASEMENT M.B. 2, PG. 1 ALL OF THE P.R.P.B.C.

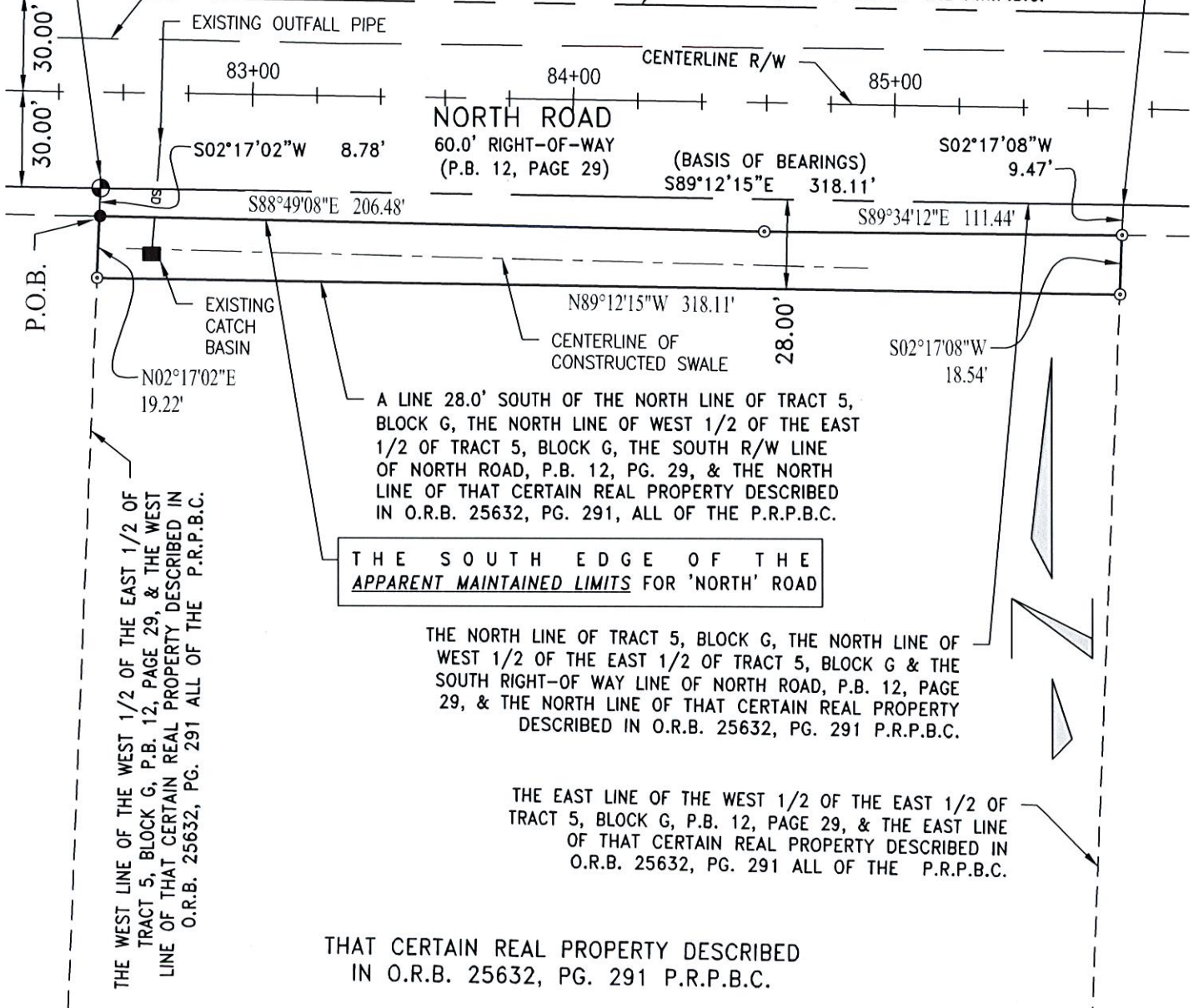
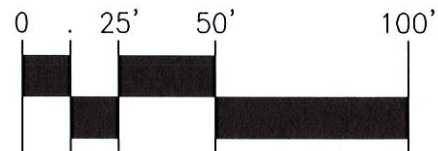


EXHIBIT 'B'

12604 NORTH ROAD
LOXAHATCHEE GROVES, FL.
33470

GRAPHIC SCALE



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

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

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

ROAD & DRAINAGE EASEMENT

DRAWN: SFB	DATE: 09/28/21	SCALE: 1" = 50'
CHECKED: SFB	PROJECT No: 17-1208	DWG No: 36-1208G
APPROVED: SFB		SHEET No. 3 OF 3



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves

FROM: Elizabeth V. Lenihan, Town Attorney

VIA: Francine Ramaglia, Interim Town Manager

SUBJECT: Consideration of Resolution No. 2022-65 Regarding Resolution No. 2022-30 and the Fourth Amendment to Solid Waste Collection Contract

Background:

On August 2, 2022, Town Council adopted Resolution No. 2022-30, approving the Fourth Amendment to the solid waste collection contract with Coastal Waste & Recycling of Palm Beach County, LLC. (Coastal) for an extraordinary rate adjustment to add a fuel surcharge, to be adjusted from time to time. After approval, but prior to execution, Coastal requested, and staff agreed, that the Fourth Amendment be amended to specifically state the current negotiated fuel surcharge rate for commercial and special collections as well as for residential collections, so the future adjustments will have a clear baseline in the contract documents.

The following changes have been made to the attached documents since August 2, 2022, approval:

1. The Resolution rescinds the previous approval of the 4th Amendment by Resolution No. 2022-30 and approves the new version.
2. The new 4th Amendment has an effective date of September 1, 2022, and fixes a typo.
3. The new Price Sheets add on pages 3 and 4 for Commercial and Special rates that as of September 1, 2022, the fuel surcharge is 8.5%.

Recommendation:

Move that Town Council adopting **Resolution No. 2022-65** approving the Rescinding Resolution No. 2022-30 and approving the Fourth Amendment to the Agreement with Coastal Waste & Recycling of Palm Beach County, LLC to add the fuel surcharge.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-65

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE FOURTH AMENDMENT TO SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT WITH COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC; RESCINDING RESOLUTION NO. 2022-30 AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, on August 2, 2022, Town Council adopted Resolution No. 2022-30, approving the Fourth Amendment attached thereto, amending the rates; and

WHEREAS, the Town and Coastal have agreed to add specificity regarding the current negotiated fuel surcharge rate, which will be adjusted from time to time; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to rescind Resolution No. 2022-30 and to execute the Fourth Amendment, as attached hereto, amending the rates.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Fourth Amendment to Solid Waste and Recycling Collection Services Agreement with Coastal Waste and Recycling of Palm Beach County, LLC., as attached hereto.

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

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

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

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

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Council Member Phillis Maniglia

Office of the Town Attorney

Council Member Marianne Miles

EXHIBIT I

RESIDENTIAL COLLECTION

The rates are as set forth as follows:

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

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

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

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

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

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

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

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

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

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

Residential Collection Equipment: Contractor will provide the following equipment: Two

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

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

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

COMMERCIAL COLLECTION

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

Fuel Surcharge: Beginning October 1, 2022 and continuing through December 31, 2023, the Commercial Solid Waste Collection rates shall, in addition to the rates set forth above, include a fuel surcharge, which will be invoiced separately. As of September 1, 2022, the fuel surcharge is 8.5%. At the end of each quarter the fuel surcharge is imposed, the Contractor will adjust the fuel surcharge based on adjustments in fuel cost based on the Weekly Lower Atlantic (PADD 1 C) No 2 Diesel Retail Prices Index (<https://www.eia.gov/petroleum/gasdiesel/>).

SPECIAL SERVICES RATES

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

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

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

** Beginning October 1, 2022 and continuing through December 31, 2023, these Special Service Solid Waste Collection rates shall, in addition to the rates set forth above, include a fuel surcharge, which will be invoiced separately. As of September 1, 2022, the fuel surcharge is 8.5%. At the end of each quarter the fuel surcharge is imposed, the Contractor will adjust the fuel surcharge based on adjustments in fuel cost based on the Weekly Lower Atlantic (PADD 1 C) No 2 Diesel Retail Prices Index (<https://www.eia.gov/petroleum/gasdiesel/>).

MONTHLY CONTAINER MAINTENANCE FEES

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

_____ of Coastal Waste & Recycling of Palm Beach County, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires:_____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: Francine Ramaglia, Town Manager
SUBJECT: Consideration of Resolution No. 2022-66 appointment of Tracy Raflowitz and Cassie Suchy to the Finance Audit and Advisory (FAAC) Committee.

Background:

Each year the Town Council appoints members of the community to represent them by serving on advisory committees for the Town. On June 21, 2022, Town Council appointed Anita Kane, Peter Savino, Bruce Cunningham, Connie Bell, and Janet Eick to serve as members of the Finance Audit and Advisory Committee (FAAC).

Due to unforeseen circumstances Peter Savino and Connie Bell were not able to serve. Tracy Raflowitz and Cassie Suchy has been nominated to replace them as committee members of the FAAC committee.

The committee members serve for a one-year term and shall expire on the first Tuesday of May of the following year.

Recommendation:

Staff recommends that a motion be made to approve **Resolution No. 2022-66** adoption of the Town of Loxahatchee Groves nomination of Tracy Raflowitz and Cassie Suchy for the FAAC committee.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-66

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING VOTING MEMBERS OF THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) TO SERVE A TERM OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on May 19, 2009, the Town Council of the Town of Loxahatchee Groves adopted Resolution No. 2009-008, establishing the “Finance Advisory and Audit Committee” (FAAC) to advise the Town Council as to issues related to the Town’s budget, financial activities and performance, and other matters as Town Council deems appropriate; and

WHEREAS, on April 3, 2018, the Town Council adopted Resolution No. 2018-17, repealing, and replacing all prior Resolutions related to the FAAC and re-establishing the FAAC; and

WHEREAS, on March 3, 2020, the Town Council adopted Resolution No. 2020-01, amending Resolution No. 2018-17, related to the composition of the Committee, term of appointment and determination of absences; and

WHEREAS, it is the desire of the Town Council to appoint members of the FAAC for the term stated herein.

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

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Finance Audit and Advisory Committee (FAAC) for the term of September 20, 2022, through May 1, 2023:

Robert Shorr, Mayor

Laura Danowski, Vice Mayor

Tracy Raflowitz

Phillis Maniglia, Council Member

Marianne Miles, Council Member

Margaret Herzog, Council Member

Cassie Suchy

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 immediately upon its passage and adoption.

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

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

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

TOWN OF LOXAHATCHEE GROVES FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

Phillis Maniglia, Council Member

APPROVED AS TO LEGAL FORM:

Marianne Miles, Council Member

Town Attorney

Margaret Herzog, Council Member

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Interim Town Manager

DATE: September 20, 2022

SUBJECT: Consideration of Resolution Nos. 2022-55, 2022-56, and 2022-57 related to contracts for planning services, engineering services, and special magistrate services

Background:

Resolution No. 2022-55 is related to an Agreement for Professional Services with Land Research Management, Inc. for planning and zoning and related services. The term of the proposed Agreement is for three (3) years, commencing October 1, 2022, with the option for two (2) additional one (1) year terms.

Resolution No. 2022-56 is related to an Extension of the Agreement with Keshavarz & Associates, Inc. for Professional Engineering Services. The term of the proposed Extension is through December 31, 2022, to provide the Town with a continuity of services as it proceeds through the competitive procurement process for such services.

Resolution No. 2022-57 is related to an Agreement with Davis & Associates, P.A. for special magistrate services. The term of the proposed Agreement is for three (3) years, with the option for two (2) additional one (1) year terms. The Agreement will commence on the date approved by Town Council.

Recommendation:

Move that Town Council approves **Resolution No. 2022-55** related to the Agreement with Land Research Management, Inc.

Move that Town Council approves **Resolution No. 2022-56** related to the Agreement with Keshavarz & Associates, Inc.

Move that Town Council approves **Resolution No. 2022-57** related to the Agreement with Davis & Associates, P.A.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-55

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH LAND RESEARCH MANAGEMENT, INC. FOR PLANNING AND ZONING SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of professional services for planning and zoning and related services; and

WHEREAS, pursuant to the Town’s Purchasing Manual, professional services are exempt from competitive procurement; and

WHEREAS, the Town has determined that planning and zoning services are professional services, and are exempt from competitive procurement pursuant to the Town’s Purchasing Manual; and

WHEREAS, the Town desires to enter into an Agreement for Professional Services with Land Research Management, Inc. for the provision of planning and zoning and related services.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement for Professional Services with Land Research Management, Inc. for planning and zoning and related services.

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:

Town Clerk Lakisha Burch

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town") and Land Research Management, Inc., a company authorized to do business in the State of Florida ("Consultant").

WITNESSETH:

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

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

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

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

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

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

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

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The Term of this Agreement shall be for three (3) years commencing October 1, 2022, unless earlier terminated as stated herein. The Term of this Agreement may be renewed by mutual written agreement of the parties for two (2) additional one (1) year terms upon the same terms and conditions as provided for herein. The Term may be extended for up to ninety (90) days by written agreement of the parties for services related to those services identified herein. The Town Manager is authorized to execute such renewals and extensions on behalf of the Town.

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

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

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than sixty (60) days prior written notice of termination.

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

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

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

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

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

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

SECTION 5: COMPENSATION.

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

b. Invoice. The Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same, with sufficient detail for a pre and post audit thereof. All reimbursable expenses shall also be clearly identified on the Invoice and supporting documentation shall be provided. Invoices for special projects with a not-to-exceed amount or fixed fee must reflect the amount paid to date, the amount encumbered by the current invoice, and the amount remaining under the applicable project authorization. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

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

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

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, and shall require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. This coverage shall also include Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

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

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

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

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

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

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

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

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

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

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

immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

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

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

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

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

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

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement

because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT.

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

b. The Consultant shall not perform any services for any private sector clients, including, but not limited to, developers, corporations, and real estate investors, on projects within the jurisdictional boundaries of the Town.

c. The Consultant acknowledges that, in the course of performing under this Agreement, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the Town and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to the Consultant, or of which the Consultant may otherwise become aware are and shall be and remain the confidential information of the Town ("Confidential Information"), unless otherwise deemed "public" by law. The Consultant will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations ("Recipient Information"). The Consultant further acknowledges that, in the course of performing the services under this Agreement, it may have access to certain other information that relates, directly or indirectly, to statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). The Consultant affirms that it will not disclose any Confidential Information, Recipient Information, or Proprietary Information and that if it determines that there could be a conflict, or potential conflict of interest, the Consultant and/or its agents will immediately advise the Town Manager.

d. The Consultant shall not review or perform any services regarding any application made to the Town by any client of the Consultant, even if the services the Consultant performs for such client are unrelated to the Town. In such instance, the Consultant shall disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services. If

the services relate to a fixed fee service, the fees for the alternate consultant shall be deducted from the fixed fee paid to the Consultant.

e. Neither the Consultant nor any of its employees, agents, or sub-consultants performing under this Agreement shall have or hold any employment or contractual relationship that is antagonistic or incompatible with the Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement.

f. The Consultant shall immediately notify the Town if issues are discovered by the Consultant that may adversely impact the Town.

g. The Consultant further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of the services required pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

Land Research Management, Inc.
Attn: James P. Fleischmann
2240 Palm Beach Lakes Blvd., Suite 103
West Palm Beach, FL 33409

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

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

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

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

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

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

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Council. The Effective Date is October 1, 2022.

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

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

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

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

with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibits “A” and “B”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

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

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

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or

by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

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

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

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Consultant does not transfer the records to the Town.

d. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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

CONSULTANT:

Land Research Management, Inc.

By: _____
James P. Fleischmann, Vice President

STATE OF _____)
COUNTY OF _____)

Subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 202__, by James P. Fleischmann as Vice President of Land Research Management, Inc., a corporation authorized to do business in the State

of Florida, [] who is personally known to me or [] who produced
_____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

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

TOWN OF LOXAHATCHEE GROVES

By:_____
Robert Shorr, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

Exhibit “A”
Scope of Services

The following services will be provided on an hourly rate basis:

- Review and process planning, zoning, comprehensive plan, and land development applications and requests. This includes drafting any agenda and agenda back up, staff report, and presenting the project, review and recommendation to the Planning and Zoning Board and Town Council and may include drafting and publication/posting of public notices.
- Review and process planning and land use matters as listed in the Town’s adopted Fee Schedule as cost recovery.
- Special projects as requested by Town Council or the Town Manager. Planner On-call Services that require more than one hour for a specific topic will be considered special projects. These projects will be assigned by Task Order or Purchase Order and include a scope of work and may include an estimated time schedule and number of hours and hourly rate or a fixed fee.

The following services will be provided at a fixed fee:

- Review and process planning and land use matters as listed in the Town’s adopted Fee Schedule as fixed fee. These services will be provided for the fee as stated in the Fee Schedule.
- Planner On-call Services. This includes question-based discussions, up to one hour on any specific topic, with staff, property owners, developers, residents, and real estate professionals regarding planning, zoning, comprehensive plan, land use, and general development within the Town.

Exhibit “B”
Rate Sheet

- Hourly rates:
- Planner On-call: \$1,000 per month

Exhibit” A”
Scope of Services

- A. The following services will be provided on an hourly basis:
1. Cost Recovery Projects: Privately Initiated Land Use, Zoning, Special Exception, Conditional Use, Site Plan, Variances, Annexation and Tree Removal and Sign Permit Approvals and Project Monitoring.
 2. Town Directed Special Projects: Evaluation and Appraisal Report Comprehensive Plan Amendments, Code Enforcement Project Assistance, Code-Writing Assistance, Grant Projects and Other Special Projects upon Direction of the Town Manager or Town Council.
- B. The following services will be provided on a fixed-fee basis:
1. Daily Planner on Call Services: Responses to Phone, Email and In-Person Planning and Zoning Inquiries.
 2. Fee-Based Services: Assignment of Street Addresses, Zoning Confirmation Letters and Tree Removal Exemptions and Waivers and Other Fee-Based Projects upon Direction of the Town Manager.

Exhibit” B”
Rate Sheet

A. Hourly Rates:

1. Privately Initiated Cost Recovery Projects - \$150.00 per hour;
2. Council or Staff Directed Special Projects - \$125.00 per hour.

B. Planner-On-Call Daily Inquiry Responses: \$1,000 per month.

C. Fee-Based Projects: Rate per Town-Adopted Fee Schedule

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN EXTENSION OF AGREEMENT WITH KESHAVARZ & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of professional engineering services; and

WHEREAS, the Town has contracted with Keshavarz & Associates, Inc. to provide professional engineering services to the Town since 2013; and

WHEREAS, the Town desires to extend the Agreement with Keshavarz & Associates, Inc. for Professional Engineering Services to allow the Town time to complete a competitive procurement for the provision of such services; and

WHEREAS, the Town has determined continuity of service during the competitive solicitation process serves a public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Extension of the Agreement with Keshavarz & Associates, Inc. for Professional Engineering Services.

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

☐ ☐ ☐

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

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Town Clerk Lakisha Burch

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Council Member Phillis Maniglia

Office of the Town Attorney

Council Member Marianne Miles

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-57

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH DAVIS & ASSOCIATES, P.A. FOR SPECIAL MAGISTRATE SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of special magistrate services for its code enforcement hearings and other related hearings; and

WHEREAS, the firm of Davis & Associates, P.A. (“Firm”) has been providing special magistrate services to the Town since 2016; and

WHEREAS, pursuant to the Town’s Purchasing Manual, services provided by attorneys are exempt from competitive procurement; 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 special magistrate services to the Town and to execute the attached Agreement.

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 special magistrate services with Davis & Associates, 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	<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:

Town Clerk Lakisha Burch

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Margaret Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS AGREEMENT ("Agreement") is entered into by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **Davis & Associates, P.A.** ("Firm"), a for profit corporation, effective this ____ day of _____, 2022.

RECITALS

WHEREAS, the Town is in need of special magistrate services for its code enforcement hearings and other related hearings; and

WHEREAS, the Firm has notified the Town of its interest to provide attorney Amity Barnard as Special Magistrate and attorney Keith Davis as alternate Special Magistrate (collectively "Special Magistrate") for the Town; and

WHEREAS, the Town Attorney reviewed the skill and experience of Special Magistrate and has determined that both are qualified to provide the special magistrate services to the Town; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate to the Town.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Firm agree as follows:

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

SECTION 2: SPECIAL MAGISTRATE'S SERVICES.

a. Special Magistrate shall serve as a special magistrate for code enforcement hearings and other related hearings. All proceedings and duties of the Special Magistrate are authorized pursuant to Florida Statutes, including, but not limited to, Chapter 162, Florida Statutes, the Charter of the Town of Loxahatchee Groves, the Loxahatchee Groves Code, and the Loxahatchee Groves Unified Land Development Code.

b. The Town will notify Special Magistrate of such hearings and the dates upon which the Town seeks Special Magistrate to serve. At the conclusion of the hearings, the Special Magistrate shall prepare and render an order containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted by Florida law.

c. In the event a legal conflict arises between Special Magistrate and any respondent, Special Magistrate shall immediately advise the Town Manager of such conflict, and shall recuse herself and take no further action in the case.

d. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the Town.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.

a. No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Firm's employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Special Magistrate 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.

b. The Town Council and Special Magistrate each for itself, its employees and contractors, agree that upon entering this Agreement, no member of the Town Council, no Town employee, no Town consultant, or other person, including a respondent or respondent's representative, shall have any ex parte communication with the Special Magistrate concerning any item before the Special Magistrate, or seek to influence, by any means, the outcome of any matter which shall come before the Special Magistrate, except a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any Town employee or contractor assigned to assist the Special Magistrate in the performance of strictly administrative or ministerial duties.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement is for three (3) years with two (2) one (1) year extensions. The extensions may be exercised by the Town Manager on behalf of the Town.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days prior written notice of termination.

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

d. Effect of Termination. 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 this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify 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. Town shall pay Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate Firm for services provided in the amount of One Hundred Ninety-Five Dollars (\$195.00) per hour for hearings, legal research services, and preparation of orders. The Firm may charge for travel time to and from the hearings at one-half (1/2) the hourly rate. The Firm shall also be permitted to charge the Town an administrative fee of four percent (4%) to cover the costs of copies, faxes, and other administrative activities.

b. Invoices. 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, in accordance with the Local Government Prompt Payment Act. Invoices shall be submitted to:

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

SECTION 6: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 8: 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.

SECTION 9: AUTHORITY TO PRACTICE. Special Magistrate hereby represents and warrants that he or she has and will continue to maintain all licenses and approvals required to conduct business and provide the services required under this Agreement, and that she will at all times conduct business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 10: PUBLIC ENTITY CRIMES. Firm acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of

being placed on the convicted vendor list. The Special Magistrate will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 11: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Town shall be sent to:

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

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

Keith W. Davis, Esq.
Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407
Email: keith@davislawteam.com

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 12: PUBLIC RECORDS. Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Firm or keep and maintain public records required by the Town to perform the service. If Special Magistrate transfers all public records to the Town upon completion of the Agreement, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Firm keeps and maintains public records upon completion of the Agreement, Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT:

TOWN CLERK, TOWN OF LOXAHATCHEE GROVES, (561) 793-2418 OR LBURCH@LOXAHATCHEEGROVESFL.GOV OR 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 13: ENTIRETY OF AGREEMENT. The Town and Firm agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 14: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 15: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 16: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 17: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Firm acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Firm has reviewed Palm Beach County ordinance number 2011-009 and is aware of his rights and/or obligations under such ordinance.

SECTION 18: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it is not participating in a boycott of Israel. The Town and Consultant agree that the Town will have the right to terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 19: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, 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-contractors (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-contractor's newly hired employees;
- b. Secure an affidavit from all sub-contractors (providing services or receiving funding under this Agreement) stating that the sub-contractor does not employ, contract with, or subcontract with unauthorized aliens;
- c. Maintain copies of all sub-contractor 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, 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 20: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth at the beginning of this document.

ATTESTS:

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

DAVIS & ASSOCIATES, P.A.

By: _____
Keith W. Davis
Managing Shareholder

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: September 20, 2022

SUBJECT: Final Public Hearing for Proposed Fiscal Year 2022/2023 Millage Rate and Adoption of the Fiscal Year 2022/2023 Budget including related Fiscal Policies

Background:

Florida Statutes Chapter 200.065 sets forth the procedures to follow for each local government in adoption of the annual property tax millage, levy, and budget. In accordance with these regulations, the millage rate is applied to the certified total taxable value of **\$443,854,986.00** to calculate the ad valorem revenue for the Fiscal Year 2022/2023 budget. The proposed millage rate of **3.0** mills is the same as it was in Fiscal Year 2021/2022 as well as the same as the preliminary TRIM rate adopted on July 19, 2022. Although the same rate as in the prior year, this same proposed millage rate is **12.38 %** above the rollback rate of **2.6694** mills. The proposed millage rate generates property tax revenues of **\$1,331,565** which is an increase of \$171,062 from Fiscal Year 2021/2022 property tax revenues (these amounts are at 100% without consideration to discounts and collection fees. As budgeted by law at 95%, revenues are **\$1,264,987** representing an increase of **\$156,833**).

The proposed budget for all funds totaling \$5.9 million (excluding transfers between funds) maintains funding for existing levels of service. Council held budget workshops jointly on August 23rd, 29th and 30th to discuss the proposed operating and capital budgets.

The first public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with Florida Statutes Chapter 200.065 was held September 8, 2022. The second public hearing and adoption is to be held on September 20, 2022.

Manager's Announcement as required by statute: The FY 2022/2023 operating millage rate of **3.0000** mills is greater than the rolled-back rate of **2.6694** mills by **12.38 %**.

Public comment is invited on the proposed tentative millage rate and budget.

Recommendations:

- Move to approve **Resolution No. 2022-63** adopting the final millage rate for Fiscal Year 2022/2023.
- Move to approve **Resolution No. 2022-64** adopting the final Fiscal Year 2022/2023 budget, including balances brought forward and related fiscal policies.

RESOLUTION NO. 2022-63

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2022-2023, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED, PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, on September 8, 2022, the Town Council conducted a public hearing and adopted a tentative budget, which included the estimated expenses and revenues for the Town of Loxahatchee Groves, Florida (the "Town"), for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and also containing certain recommendations as to the amounts necessary to be appropriate for funding the activities of the Town for the ensuing year; and

WHEREAS, pursuant to Chapter 200, Florida Statutes, as amended (the "Statute"), a method is prescribed for fixing the millage for the purpose of establishing the basis for the collection of said funds; and

WHEREAS, the Town, pursuant to Florida law, conducted a public hearing on September 8th, 2022, and adopted Resolution No. 2022-49, which established the Town's tentative millage rate for the Fiscal Year 2022-2023 for the General Fund Budget at 3.00 mills, an increase of 12.38 % from the rolled-back rate of 2.6694 mills, and to set the second public hearing for adoption of the Town's millage rate for the Fiscal Year 2022-2023 for September 20, 2022.

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

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town Council, pursuant to Florida law, conducted its first duly noticed public hearing to establish its proposed annual millage for the Fiscal Year 2022/2023 on September 8, 2022, at 6:30 p.m. at the Town Hall, in the Town of Loxahatchee Groves, Florida.

Section 3. The Town Council hereby sets its final millage rate for the Fiscal Year 2022/2023 at 3.00 mills, an increase of 12.38 % from the rolled-back millage rate of 2.6694 mills

Section 4. 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 shall in no way

affect the validity of the remaining portions of this Resolution.

Section 5. All resolutions or parts of resolutions may conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPON FIRST PUBLIC HEARING THIS ___DAY OF September 2022.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, Vice Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPON SECOND PUBLIC HEARING THIS ___DAY OF September 2022.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, Vice Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Margaret Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-64

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a final budget has been prepared by the Town, estimating expenditures and revenues of the Town for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and recommendations have been made as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, the preliminary millage and budget estimates, in conformity with the Town Charter, and applicable requirements of Florida law, have been filed with the Office of the Town Clerk and Palm Beach County Property Appraiser's Office, and have been open for inspection by the public, and

WHEREAS, a duly noticed first public hearing for the approval of a tentative budget for the Fiscal Year beginning October 1, 2022, was held on September 8, 2022, and the second public hearing for adoption of the Town's final budget for the Fiscal Year beginning October 1, 2022, was held on September 20, 2022.

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

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The budget estimates, a copy of which are attached hereto and expressly made a part hereof as Exhibit "A", are hereby adopted as the Town's final Budget for the Fiscal Year beginning October 1, 2022.

Section 3. The sums incorporated by reference listed as operating and other uses or expenses of the respective funds and departments of the Town be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for the fiscal year.

Section 4. The sums incorporated by reference based upon estimates prepared by the Town Manager shall be, and the same hereby are, fixed and adopted as the budget for the operation of the Town government for the fiscal year.

Section 5. The Town Manager is hereby authorized and empowered to amend the budget on an as needed basis in order to correct typographical errors and omissions that are purely scrivener's errors.

Section 6. The Town adopts the provisions of Chapter 200, Florida Statutes, which provide for the expenditures of monies for the fiscal year based

upon the final budget approved by the Town Council.

Section 7. The fiscal year budget is automatically amended to re-appropriate encumbrances, outstanding contracts, capital outlay of project funds reserved or unexpended from Fiscal Year 2021-2022, said appropriation having been previously approved by the Town Council.

Section 8. Town Manager is hereby authorized and empowered to amend the budget to re-categorize general roll-over funds(s) into a more appropriate fund(s), so long as the general roll-over funds were actually dedicated in the Fiscal Year 2021-2022 budget.

Section 9. 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 shall in no way affect the validity of the remaining portions of this Resolution.

Section 10. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPON FIRST PUBLIC HEARING THIS ____DAY OF September 2022.

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

Aye Nay
Absent

Robert Shorr, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, Vice Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPON SECOND PUBLIC HEARING THIS ____DAY OF September 2022.

Resolution No. 2022-64

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

☐ ☐ ☐

Margaret Herzog, Councilmember

☐ ☐ ☐

Phillis Maniglia, Councilmember

☐ ☐ ☐

Marianne Miles, Councilmember

☐ ☐ ☐

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice-Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Office of the Town Attorney

Council Member Phillis Maniglia

Council Member Marianne Miles

BUDGET SUMMARY

TOWN OF LOXAHATCHEE GROVES - Fiscal Year 2022 - 2023

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ARE 12.38% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund: at 3.0 MILLS

ESTIMATED REVENUES	GENERAL	TRANSPORTATION	SURTAX	ROADS & DRAINAGE	CAPITAL PROJECTS	SOLID WASTE	TOTAL ALL FUNDS
Taxes: Millage Per \$1,000							
Ad Valorem Taxes: 3.0 MILLS	\$1,264,990						\$1,264,990
Assessments per Unit							
Roads & Drainage: \$200 per unit				\$1,485,300			\$1,485,300
Solid Waste: \$400 per unit						\$574,560	\$574,560
Licenses & Permits	\$295,000						\$295,000
Utility Taxes	\$465,000						\$465,000
Franchise Fees	\$489,500						\$489,500
Charges For Services	\$193,000						\$193,000
Intergovernmental Rev	\$379,100	\$403,900	\$266,200		\$1,538,000	\$1,900	\$2,589,100
Fines & Forfeitures	\$22,000						\$22,000
Investment Income	\$2,000			\$500		\$500	\$3,000
Miscellaneous Revenues	\$16,575			\$24,000			\$40,575
TOTAL SOURCES	\$3,127,165	\$403,900	\$266,200	\$1,509,800	\$1,538,000	\$576,960	\$7,422,025
Transfers In	\$172,500			\$541,000	\$640,100	\$135,365	\$1,488,965
Fund Balances/Reserves/Net Assets							
TOTAL REVENUE, TRANSFERS & BALANCES	\$3,299,665	\$403,900	\$266,200	\$2,050,800	\$2,178,100	\$712,325	\$8,910,990
ESTIMATED EXPENDITURES							
General Government	\$1,210,200						\$1,210,200
Public Safety							
Law Enforcement	\$641,000						\$641,000
PZB & Code	\$636,100						\$636,100
Physical Environment							\$0
Public Works				\$1,592,400			\$1,592,400
Solid Waste Services						\$704,700	\$704,700
Non-departmental	\$166,000			\$279,150		\$7,625	\$452,775
Capital Outlay					\$2,178,100		\$2,178,100
Debt Service				\$6,750			\$6,750
Contingency							
TOTAL EXPENDITURES	\$2,653,300	\$0	\$0	\$1,878,300	\$2,178,100	\$712,325	\$7,422,025
Non-Expenditures/Other Uses							
Transfers Out	\$646,365	\$403,900	\$266,200	\$172,500			\$1,488,965
Fund Balances/Reserves/Net Assets							
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	\$3,299,665	\$403,900	\$266,200	\$2,050,800	\$2,178,100	\$712,325	\$8,910,990
THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE-MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD							