TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TENTATIVE BUDGET HEARING AND MEETING AGENDA

AGENDA

September 5, 2019 at 5:01 P.M.

Robert Shorr, Mayor (Seat 4)
Laura Danowski, Councilmember (Seat 2)
Phillis Maniglia, Councilmember (Seat 1)
Lisa El-Ramey, Councilmember (Seat 3)
Dave DeMarois, Vice Mayor (Seat 5)

Administration

Town Manager, James S. Titcomb
Assistant Town Manager, Francine L. Ramaglia
Town Attorney, R. Brian Shutt, Esq.
Town Clerk, Lakisha Q. Burch

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's why we say "Character Counts" in Town of Loxahatchee Groves. 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.

<u>TOWN COUNCIL AGENDA ITEMS</u>

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Additions/Deletions/Modifications of Agenda

<u>Comments from The Public on Non-Agenda Items</u>

The public is encouraged to offer comments on any <u>non-agenda</u> item. Generally, remarks by an individual will be limited to one time, up to three minutes or less. The Mayor or presiding officer has discretion to adjust the amount of time allocated.

<u>CONSENT AGENDA</u>

1. Meeting Minutes from Town Council Community Conversation
2. Meeting Minutes from August 20, 2019 Town Council Workshop/Special Meeting
3. Resolution No. 2019-49 Town Attorney's Legal Service Contract
4. Town Attorney's August Invoice
5. Bond Council Agreement

<u>PUBLIC HEARING</u>

6. Discussion of proposed tentative millage rate and proposed budget
7. Comments from Public regarding the proposed tentative millage rate and budget
8. Resolution No. 2019-46 adopting the tentative millage rate for 2019-2020
9. Town Manager announcement of the percentage by which the adopted tentative millage rate exceeds the roll back rate.
10. Resolution No. 2019-48 adopting the tentative budget for 2019-2020
11. Resolution No. 2019-47 Solid Waste Assessment
12. Resolution No. 2019-DD10 Road and Drainage Acreage Assessment
13. Resolution No. 2019-DD11 OGEM Debt Service

<u>REGULAR AGENDA</u>

14. Awarding of the Solid Waste Contract

Town Councilmembers

Staff Reports

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.

155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

SUBJECT: Meeting Minutes for the Month of August

Staff recommends approval of the attached meeting minutes.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY CONVERSATION
AUGUST 6, 2019
Meeting audio available in Town Clerk's Office

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

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

This Community Conversation was scheduled for Town Residents to address the Town Council with their concerns and questions regarding the governing of the Town of Loxahatchee Groves.

PUBLIC COMMENTS
There were public comments made by the following:
Jane Hardin - RV issues
Paul Rilo – welcomed and encouraged Town Council, land usage, ULDC and wetlands
Ralph F – direction in which the Town is going, commercial businesses and want to see Town flourish
Paul Coleman- why are roads being elevated and why was bad material removed on "D" Road and Comprehensive Plan on how to fix roads
Ken Johnson- Code Enforcement- passed out handout to Town Council that was received and filed
Doug Shaffer- abuse of agricultural exemption
Virginia Standish- easement maps made available to the Public
Jim Fleishmann, Town of Loxahatchee Grove Planning Consultant addressed the Town Council with updates regarding Grove Town Center and surrounding properties.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

____
Lakisha Burch, Town Clerk

____
Mayor Robert Shorr

____
Vice Mayor David DeMarios

____
Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

____
Councilmember Lisa El-Ramey

____
R. Brian Shutt, Town Attorney

____
Councilmember Phillis Maniglia

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL MEETING
AUGUST 20, 2019

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

ROLL CALL

Mayor Robert Shorr, Vice Mayor David DeMarios, Councilmembers Laura Danowski, Lisa El-Ramey (excused absent) and Phillis Maniglia, Town Manager James Titcomb, Town Attorney Michael D. Circullo, Jr. and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

Councilmember Maniglia asked when Town Meeting Minutes will be on the agenda for approval by Town Council. Town Clerk Burch responded by stating that the goal and intent is to have Town Meeting Minutes for the previous month be on the first agenda of each month.

Comments from The Public on Non-Agenda Items

The public is encouraged to offer comments on any non-agenda item. Generally, remarks by an individual will be limited to one time, up to three minutes or less. The Mayor or presiding officer has discretion to adjust the amount of time allocated.

There were public comments made by the following: Ron Jarriel, Ken Johnson, Pat Johnson, Katie Lakeman, Marianne Miles and John Ryan.

CONSENT AGENDA

1. Warrant No. 2019-DD04 Reimbursement to Town of Loxahatchee Groves
2. Purchases in Accordance with Ordinance No. 2008-09

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

REGULAR AGENDA

3. Solid Waste Contract Update

Francine Ramaglia, Assistant Town Manager presented the item to Town Council by giving an update on Solid Waste Collection. Waste Pro Area Manager Chris Schulle also addressed the Town Council. There was discussion among the Town Council, Ms. Ramaglia and Mr. Schulle.

Councilmember Maniglia asked can there be more cans and if putting out additional cans do, they must be from Waste Pro cans. Mr. Schulle responded to her questions.

There was public comment made by Ken Johnson:

Motion was made by Vice Mayor DeMarios seconded by Councilmember Danowski to have staff open negotiation Costal Waste and Recycling without concluding negotiation with WastePro USA; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios and Councilmember Danowski. Nye: Councilmember Maniglia. Motion passed 3-1.

4. SOD Farm Reimbursement

Francine Ramaglia, Assistant Town Manager presented the item to the Town Council by stating the history that in October 2018, the South Florida Sod Farm was granted a Vegetation Removal Permit which required a mitigation payment of $1,996,958 as a condition of approval. The payment is refundable upon receipt of Bona Fide Ag Use Code by the Palm Beach County Property Appraiser. As the Bona Fide Ag designation was granted by the County, payment is due under the terms of the agreement. The funds were placed in an interest-bearing account with the Florida Municipal Investment Trust from which the Town has earned over $30,000. The funds have been withdrawn from the Trust and a check for $1,996,958 will be provided to the Sod Farm no later than August 23, 2019.There was discussion among the Town Council.

There were public comments made by the following: Ron Jarriel, Ken Johnson and Marianne Miles.

Motion was made by Councilmember Maniglia to apply the 30,000 received in interest to go towards repairs on B Road. Motion failed for lack of second.

Motion was made by Vice Mayor DeMarios seconded by Councilmember Danowski to receive and file; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmember Danowski and Maniglia. Motion passed unanimously.

5. Synovus $500,000 Annual Line of Credit
    a. Bond Counsel

Francine Ramaglia, Assistant Town Manager, presented the item to Town Council by stating the following: Staff has contacted each of its financial institutions with respect to replacing the District's previous $200,000 emergency line of credit with FCB (now Synovus) with a $500,000 emergency line of credit from each bank. At the time of agenda publication, we have only received Synovus' offer which is based upon the following terms:

- Annual or 12-month revolving LOC subject to renewal with 90 advance request, subject to potential additional underwriting, to be used solely for catastrophic events for which the Governor of the State of Florida has declared an emergency
- Interest rate based on LIBOR plus 3% with a floor rate of 5.19% (would have been 5.25% if renewal of District LOC)
- Repayment secured by pledge of FEMA reimbursement and all legally available non-ad valorem assessments.
- Commitment fee of $1,000 plus $3,500 Bank's Bond Counsel costs for a total of $4,500. (This is consistent with the terms of the previous District LOC, possibly lower as the commitment fee of past LOC was $2,000.) Annual renewals are likely to be closer to $2,500 in total. It

should be noted that all fees are predicated on the Town using an acceptable bond counsel; if not, Bank's Bond Counsel also serves as Town Bond Counsel thereby increasing costs from $3,500 to $8,000.

- No prepayment penalty (previous LOC had prepayment penalty)
- If used, balance may be converted to tax-exempt bank note depending on nature of emergency spending (for example, reconstruction of public purpose facilities)

Synovus has represented that they have reduced their normal costs for this transaction from $7,000 to $4,500 (assuming the Town engages its own bond counsel). We await proposals from the Town's other bankers, Bank United and Wells Fargo.

There were public comments made by the following: Ron Jarriel and Marianne Miles.

Motion was made by Vice Mayor DeMarios seconded by Councilmember Danowski to staff proceed with Synovus Line of Credit, have Town Attorney and staff engage Bond Counsel and delegate the authority to the Mayor and Manager to sign closing documents, subject to approval by Town Attorney and Bond Counsel; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski and Maniglia. Motion passed unanimously.

6. Sheriff Contract Renewal

Town Manager Titcomb presented Town Council the item regarding the agreement for law enforcement services by and between the Palm Beach County Sheriff Office and the Town of Loxahatchee Groves.

There were public comments made by the following; Ron Jarriel, Todd McLendon and Marianne Miles.

Motion was made by Councilmember Maniglia seeking an Attorney General opinion on what services does the Sheriff has to provide. Motion fails for lack of second.

Motion was made by Vice Mayor DeMarios seconded by Councilmember Danowski to approve the agreement between the Palm Beach County Sheriff Office and the Town of Loxahatchee Groves and direct staff to correct all scribbler errors; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski and Maniglia. Motion passed unanimously.

7. Code Enforcement Contract

Town Manager Titcomb presented Town Council the item regarding the agreement for contracted code enforcement and related service between the Town of Loxahatchee Groves and C.A.P. Government, Inc.

Councilmember Danowski asked Town Attorney does she has to recuse herself from the vote due to her owning a home in Lake Worth Beach. Town Attorney Shutt responded no.

There were public comments made by the following: Ron Jarriel and Marianne Miles.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to accept staff recommend of entering into an agreement with C.A.P. Government, Inc. for

contracted services regarding code enforcement and related services; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmember Danowski and Maniglia. Motion passed unanimously.

8. Fiscal Year 2019-2020 Budget Workshop Discussion

Francine Ramaglia, Assistant Town Manager presented the item of the 2019-2020 fiscal year budget to Town Council giving the following update that this is the third budget discussion and will form the basis to advertise our FY 2019-2020 Budget for the first and second budget public hearings scheduled for September 5th and September 19th.

At the July 9th meeting, Council set the TRIM rates as follows:

Ad Valorem Millage	3 mills
Non-Ad Valorem Assessments:	
Roads & Drainage	$200 per unit
OGEM Debt	Rates based on debt service schedule
Solid Waste	$450 per unit

At the July 23rd meeting, Council and staff discussed the budget overview and went through the significant issues to be addressed in preparing the FY 2019-2020 Budget which include the following decision points for continued discussion at this meeting. For instance,

Roads & Drainage	Priorities, approach and funding for road maintenance. *Current budget funding level is same as in prior year.*
Capital & Funding Mechanisms	Current & long-term approach as well as: • Items to include in current year • Use of Surtax Funds *Current budget funding only includes 1 of 3 culvert replacements required*
OGEM Debt	Use funds held in bank loan required resurfacing account for resurfacing or to reduce loan
Organization model/level of service	Current budget is balanced with existing employees plus an "equivalency" to the management contract for staffing & services previously provided by USMG

The proposed budget for FY 2019-2020 is balanced based on current year activities and equivalencies of funding levels. It does not yet include prioritized projects or specific levels of service.

There was consensus of the Town Council to stop canal project-cancel all Pos but stay on hold.

Town Manager Titcomb mentioned the Town Attorney Legal Service agreement needed to be bought forward for approval to the next meeting.

There was consensus of the Town Council for the Town Attorney to bring forth back the legal services agreement for approval at the next meeting.

There were public comments made by the following: Ron Jarriel, Marianne Miles and John Ryan.

Town Councilmembers and Staff Comments

Councilmember Maniglia commented that she asked Jo Siciliano to seat on RETGAG and she would ask Mr. Patrick Painter, rules on signs on the trails and the Town becoming organic by 2025.

Mayor Shorr stated that he will be having his Town Meeting on Saturday, August 24, 2019.

Adjournment

There being no further business meeting was adjourned at 10:15 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

____
Mayor Robert Shorr

____
Lakisha Burch, Town Clerk

____
Vice Mayor David DeMarios

____
Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

____
Councilmember Lisa El-Ramey

____
R. Brian Shutt, Town Attorney

____
Councilmember Phillis Maniglia

This Page Is Blank Intentionally

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

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

FROM: **Lakisha Burch, Town Clerk**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Resolution No. 2019-49 Town Attorney Legal Service Contract**

Background:

Following the current Town Attorney's resignation, Council directed staff to solicit letters of interest for providing interim municipal legal services. On May 10, 2019, a Request for Letters of Interest (RLI) for Interim Municipal Legal Services for the Town of Loxahatchee Groves were sent to the PBC League's list of legal associates with offices in Palm Beach County. Other firms also requested the RLI. Six submittals were received by 5pm on May 20, 2019:

- Brandenberg & Associates, PA
- Caldwell Pacetti Edwards Schoech & Viator LLP
- Lohman Law Group, PA
- Nason Yeager Garrison Harris & Fumero, PA
- Torcivia, Donlon, Goddeau & Ansay, PA
- Weiss Serota Helfman Cole & Bierman

On May 28, 2019 Town Council met in a Special Meeting and selected Torcivia, Donlon, Goddeau & Ansay, P.A. to serve as the Town's Interim Town Attorney and on June 4, 2019 the Consent Agenda Resolution No. 2019-38 was approved to have Torcivia, Donlon, Goddeau & Ansay to serve as Interim Town Attorney until September 30, 2019.

Recommendations:

Staff recommends Town Council approve Resolution No. 2019-49, Town Attorney Legal Service Contract.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-49

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.; NAMING TORCIVIA, DONLON, GODDEAU & ANSAY, P.A. AS THE DESIGNATED TOWN ATTORNEY FOR THE FIRM; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to approve an Agreement for Interim Town Attorney Legal Services with Torcivia, Donlon, Goddeau & Ansay, P.A, and to name Brian Shutt as the Designated Town Attorney.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves approves the Agreement for Interim Town Attorney Legal Services between the Town of Loxahatchee Groves and Torcivia, Donlon, Goddeau & Ansay, P. A., attached hereto and incorporated herein as Exhibit “A”, and authorizes the appropriate Town Officials to execute same. Brian Shutt is the designated Town Attorney.

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:

	Aye	Nay	Absent
ROBERT SHORR, MAYOR	□	□	□
DAVE DEMAROIS, VICE MAYOR	□	□	□
LAURA DANOWSKI, COUNCIL MEMBER	□	□	□
LISA EL-RAMEY, COUNCIL MEMBER	□	□	□
PHILLIS MANIGLIA, COUNCIL MEMBER	□	□	□

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF SEPEMBER, 2019.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

____
Mayor Robert Shorr

____
Lakisha Burch, Town Clerk

____
Vice Mayor Dave Demarois

APPROVED AS T LEGAL FORM:

____
Council Member Laura Danowski

____
Town Attorney

____
Council Member Lisa El-Ramey

____
Council Member Phillis Maniglia

EXHIBIT "A"

AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is entered on _____ day of _____________, 2019, by and between the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation ("Town") and **TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.**, a corporation authorized to do business in the State of Florida ("Firm").

RECITALS

WHEREAS, the Town issued a Request for Letters of Interest from qualified firms to provide municipal legal services to the Town;

WHEREAS, the Firm submitted a Letter of Interest to the Town, which the Town Council accepted and appointed the Firm on an interim basis;

WHEREAS, the Town wishes to appoint the Firm as the Town Attorney; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of legal services by the Firm 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 the Firm agree as follows:

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

SECTION 2: FIRM'S SERVICES. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

SECTION 3: TERM AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until such time as this Agreement is terminated as stated herein.

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 written notice of termination.

c. 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 the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town'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; however, Town shall pay Firm for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. Compensation. The Town agrees to compensate the Firm at the rate of $205.00 per hour for services performed by the Firm's attorneys and $95.00 per hour for the Firm's legal assistant's preparation of documents or other services which exceed thirty (30) minutes of time. Time shall be invoiced in increments of 0.10 hours.

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

i. In-house photocopying will be paid at the rate of twenty-five cents (.25) per page (with each invoice specifying the number of copies for which reimbursement is sought).

ii. The Town will not pay for local facsimile transmissions.

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

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

v. The Town does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.

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

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

c. Invoices. The Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. The Firm understands that the invoices must be approved by the Town Council so it will work with the Town Manager to send its invoices to the Town in time for placement on a Town Council agenda. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Firm's invoice.

SECTION 5: INDEMNIFICATION. The Firm, its officers, employees and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Firm, its officers, directors, employees, representatives and agents employed or utilized by the Firm in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Firm, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 6: 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 7: PERSONNEL. The Firm represents that it 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 Firm 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 8: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Firm is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Firm, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 12: 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 13: 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 14: ACCESS AND AUDITS. The Firm 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 Firm's place of business. In no circumstances will Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Firm 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. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 17: 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 18: 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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Firm will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 19: 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 Firm, shall be sent to:

Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

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 20: ENTIRETY OF AGREEMENT. The Town and the 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 21: 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 22: 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 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Firm 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 Firm to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

SECTION 25: 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 26: 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 27: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the FIRM acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The FIRM has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 28: PUBLIC RECORDS. The Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a. Keep and maintain public records required by the Town to perform the service.

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the Town.

d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Firm or keep and maintain public records required by the Town to perform the service. If the Firm transfers all public records to the Town upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the 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 THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF LOXAHATCHEE GROVES, ATTN: TOWN CLERK, AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 29: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 30: SCRUTINIZED COMPANIES.

a. The Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes regarding any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties hereto have made and executed this Legal Services Agreement as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

By: ___________________________________
Robert Shorr, Mayor

ATTEST:

____
Lakisha Q. Burch, Town Clerk

Approved as to form and legal sufficiency:

____
Town Attorney

TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.

By: ___________________________________
Glen J. Torcivia, Esq.

Florida's Last Frontier

Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

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

FROM: **Lakisha Burch, Town Clerk**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Approval of Torcivia, Donlon, Goddeau & Ansay, P.A. August Invoice**

Background:

The invoice for legal services from the Town Attorney Torcivia, Donlon, Goddeau & Ansay, P.A. for the month of August.

Recommendations:

Staff recommends that Town Council approves the August invoice for legal services for Torcivia, Donlon, Goddeau & Ansay, P.A.

TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

561-686-8700
561-686-8764 fax
www.torcivialaw.com

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Jamie Titcomb, Town Manager

August 6, 2019

In Reference To: *General Matters*

Federal Tax ID 65-0195026

Invoice # 17192

Professional Services

			Hours	Amount
7/1/2019	RBS	Review letter to Town Manager from attorney regarding line of credit with Sanovius Bank	0.10	
	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Meeting with FR regarding garbage RFP	1.00	
	RBS	Meeting with JT and FR regarding special assessments and other issues	2.00	
	RBS	Revise garbage ordinance	1.00	
7/2/2019	RBS	Revise garbage ordinance and forward same to staff	2.10	
	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Prepare for meeting; attend garbage RFP pre-bid meeting	2.00	
	RBS	Meeting with JT regarding several issues and agenda; conference call with Councilmember Maniglia and JT	0.80	
	RBS	Research question regarding voting conflict by Councilmember	0.40	
7/3/2019	RBS	Draft addendum to garbage RFP based on prebid meeting	1.90	
	RBS	Telephone conference with FR regarding special assessment resolutions	0.40	
	RBS	Telephone conference with FR regarding addendum to garbage RFP	0.20	

			Hours	Amount
7/5/2019	RBS	Review special assessment resolution for FR	0.90	
	RBS	Review land development items on the agenda	0.70	
	RBS	Review prior ordinances on solid waste collection provided by FR	1.40	
	RBS	Review ordinances adopted by the Town regarding development in the Town but not yet codified	1.00	
7/8/2019	RBS	Review 5 different land use issues provided by Jim Fleishman for meeting	0.90	
	RBS	Telephone conference with Ray Eubanks of DEO regarding Loxahatchee Groves' comprehensive plan amendment	0.20	
	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Meeting with FR regarding garbage addendum, garbage ordinance and special assessment resolutions	3.50	
	LD	Finalize notes on contract issue	0.40	
7/9/2019	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Meeting with Seth Brier, his attorney and JT regarding property issue	1.70	
	RBS	Meeting with JT and FR regarding several issues; meeting with JT, FR, planning consultant and engineering consultant regarding several land use issues	2.60	
	RBS	Attend Town Council meeting	4.70	
	LD	Meeting with Brian Shutt regarding background information	0.40	NO CHARGE
7/10/2019	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Attend Council meeting	4.00	
7/11/2019	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Prepare for call; participate in telephone conference with attorney for duck puddle and JT	2.00	
	RBS	Meeting with JT regarding several issues	1.00	
	RBS	Telephone conference with attorney for Giliberti and JT	1.00	

			Hours	Amount
7/11/2019	RBS	Meeting with JT and FR regarding agenda items	0.50	
	RBS	Draft resolution forming the charter review committee	0.80	
	RBS	Review proposed July status court update on Giliberti case and amend same; forward to attorney for Giliberti	0.40	
7/12/2019	RBS	Review the Giliberti files; review research performed by Mike Cirullo regarding violations and resolution of case	1.90	
	RBS	Telephone conference with FR regarding garbage RFP and agenda items	0.30	
	RBS	Review documents provided by Jim Fleishmann regarding 14448 Citrus Drive on vested rights question	0.70	
7/15/2019	RBS	Revise the garbage ordinance to comply with requirement of the garbage RFP	1.00	
	RBS	Research regarding disclaimers for BTR language for FR	0.30	
	RBS	Telephone conference with FR regarding garbage ordinance and addendum	0.30	
7/16/2019	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Prepare for meeting; attend meeting with FR regarding garbage ordinance, garbage addendum and other issues	2.90	
	RBS	Meeting with JT regarding several issues; prepare and review file on code enforcement and land use issues	2.40	
	MLR	Analysis of outstanding policy and employee status issues for resolution.	0.30	
7/17/2019	RBS	Draft changes to garbage ordinance based on meeting with FR	0.30	
	RBS	Respond to e-mail from Jim Fleishmann regarding easement agreements provided by the Village of Wellington on their bridal paths	0.40	
	RBS	Provide clarification between dedication of roads under Florida Statute 95.361 and presumed dedication of easements under Laws of Florida Chapter 2014-247 regarding canal easements to JT	1.20	
	RBS	Research question regarding whether or not the right to farm act allows RV's and other structures to be placed on agricultural land not allowed by a normal zoning code	0.90	

			Hours	Amount
7/18/2019	RBS	Revise garbage ordinance per FR	0.50	
	RBS	Telephone conference with FR regarding garbage ordinance	0.20	
7/19/2019	RBS	Telephone conference with FR regarding garbage ordinance and addendum	0.30	
	RBS	Review addendum; telephone conversation with FR regarding addendum #2 to garbage RFP	1.20	
	RBS	Telephone conference with Council member Phillis Maniglia regarding various issues	0.30	
	RBS	Review BTR application and acknowledgement form per FR	0.30	
7/22/2019	GJT	Meeting with Brian Shutt regarding various matters including comprehensive plans, zoning and land use issues	0.30	NO CHARGE
	RBS	Telephone conference with JT regarding several issues	0.50	
	RBS	Telephone conference with FR regarding garbage ordinance and RFP	0.50	
	RBS	Research question regarding public records request for bids on garbage RFP	0.50	
7/23/2019	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Meeting with JT regarding several issues including Town load use issues and code issues	1.00	
	RBS	Prepare for meeting; attend Council workshop meeting	4.80	
7/24/2019	RBS	Revise the charter committee resolution	0.20	
	RBS	Revise garbage ordinance based on comments from Council meeting	0.60	
	RBS	Telephone conference with FR regarding garbage matters	0.20	
	RBS	Prepare documents regarding Sunshine Law, Public Records Law and Ethics for Council members and board members	0.50	
7/25/2019	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Telephone conference with FR and JT regarding garbage RFP	0.50	
	RBS	Meeting with FR and JT regarding several issues	0.90	

			Hours	Amount
7/25/2019	RBS	Meeting with Council member Maniglia and JT regarding several issues, Sunshine Law, Public Records Law and Ethics overviews	2.70	
	RBS	Review responses to garbage RFP	0.30	
7/26/2019	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Prepare for meeting; attend the selection committee meeting for garbage RFP	2.30	
	RBS	Review e-mail on RV's sent by resident on that RV's are allowed under the Right to Farm Act	0.20	
7/29/2019	RBS	Telephone conference with Lakisha Burch regarding garbage RFP	0.30	
	RBS	Research question on applicability of Town's code regarding question raised by Council member on number of welding units on bonafide agricultural property	0.70	
	RBS	Review RV policy prepared by Jim Fleishmann per JT regarding other State or County regulations impacting the regulation	0.90	
	RBS	Review documents provided by Seth Brier's planner regarding his property	0.20	
7/30/2019	LD	Review and analyze notes in preparation for telephone conference with Brian Shutt and various Council members	0.20	
	LD	Telephone conference with Brian Shutt, Jamie Titcomb and Laura Danowski	0.40	
	LD	Telephone conference with Brian Shutt, Dave DeMarois, and John Ryan	1.70	
	LD	Telephone conference with Brian Shutt, Lisa El-Ramey and Jamie Titcomb	0.20	
	RBS	Travel to and from Loxahatchee Groves	1.00	NO CHARGE
	RBS	Meeting with JT and FR regarding various issues	1.50	
	RBS	Meeting with JT and Council member Danowski regarding numerous issues and Sunshine Law	2.00	
	RBS	Meeting with staff and Council member DeMarois regarding several issues including Sunshine Law	1.90	
	RBS	Meeting with JT and Council member El-Ramey regarding several issues and Sunshine law	1.50	

			Hours	Amount
7/30/2019	RBS	Attend meeting on garbage selection RFP committee	0.60	
7/31/2019	RBS	Telephone conference with Jim Fleishmann regarding Seth Brier	1.20	
	RBS	Telephone conference with FR regarding garbage RFP selection committee	0.30	

	Hours	Amount
For professional services rendered	96.30	$17,766.00

Additional Charges:

	Qty/Price	
Photocopy charges	25 0.25	6.25
Total costs		$6.25
Total amount of this bill		$17,772.25
Previous invoice balance		$31,059.00
Total Balance due		$48,831.25

Timekeeper Summary

Name	Hours	Rate	Amount
Glen J. Torcivia, Shareholder	0.30	0.00	$0.00
Lara Donlon, Shareholder	2.90	210.00	$609.00
Lara Donlon, Shareholder	0.40	0.00	$0.00
Matthew L. Ransdell, Senior Associate	0.30	210.00	$63.00
R. Brian Shutt, Senior Associate	81.40	210.00	$17,094.00
R. Brian Shutt, Senior Associate	11.00	0.00	$0.00

This Page Is Blank Intentionally

TOWN OF LOXAHATCHEE GROVES STANDARD
AGREEMENT FOR LEGAL SERVICES

This Standard Agreement ("Agreement") is made as of the _______ day of ______________, 2019, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and **Greenberg Traurig P.A.** whose mailing address is 777 South Flagler Drive, Suite 300E, West Palm Beach, FL 33401. ("Firm").

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

SECTION 1 –INDEMNIFICATION

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

SECTION 2 – REMEDIES

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

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

SECTION 6 - PUBLIC ENTITY CRIMES

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

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

SECTION 8 – WAIVER

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

SECTION 9 – TERM, TERMINATION AND EFFECT OF TERMINATION

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

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

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town.

SECTION 10 – COMPLIANCE

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

SECTION 11 – EFFECTIVENESS AND PALM BEACH COUNTY IG

11.1 This Agreement shall not become effective until approved by the Town Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

SECTION 12 – INDEPENDENT CONTRACTOR

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

SECTION 13 – SERVICES AND COMPENSATION

13.1 The initial scope of services under this Agreement shall be for the Firm to provide all services regarding lines of credit, bonds or other related financial transaction matters.

13.2 The Town agrees to compensate the Firm at the hourly rate of Three hundred fifty dollars ($350.00) per hour or a negotiated flat fee. The Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Agreement, except for those costs allowed under paragraph 13.7.

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

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

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

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

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

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

The Town will not pay for local facsimile transmissions.

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

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

The Town does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.

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

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

SECTION 14 - INSURANCE

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

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

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

SECTION 15 - COUNTERPARTS

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

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

ATTEST:	**TOWN OF LOXAHATCHEE GROVES**
By:______________________________	By:____________________________
Lakisha Burch, Town Clerk	Robert Shorr, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:____________________________
R. Brian Shutt,
Town Attorney

FIRM: GREENBERG TRAURIG, P.A.

By:_________________________________
Print name ______________________

Lakisha Burch, Town Clerk

Robert Shorr, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:___________________________
R. Brian Shutt,
Town Attorney

FIRM: GREENBERG TRAURIG, P.A.

By: Stephen D. Sanford
Print name STEPHEN D. SANFORD

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

SUBJECT: Discussion of proposed tentative millage rate and budget

This Page Is Blank Intentionally

155 F Road Loxahatchee Groves, FL 33470

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

FROM: **James Titcomb, Town Manager**

SUBJECT: **Comments from Public regarding the Proposed Tentative Millage Rate and Budget**

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

This Page Is Blank Intentionally

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

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

FROM: **Francine Ramaglia, Assistant Town Manager**

VIA: **James Titcomb, Town Manager**

SUBJECT: **First Public Hearing for Proposed Fiscal Year 2019/2020 Millage Rate and Adoption of the Fiscal Year 2019/2020 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 June 27, 2019 certified total taxable value of $337,666,153 to calculate the ad valorem revenue for the Fiscal Year 2019/2020 budget. The proposed millage rate of 3.0 mills is the same as it was in Fiscal Year 2018/2019 as well as the same as the preliminary TRIM rate adopted on July 9, 2019. Although the same rate as in the prior year, this same proposed millage rate is 6.39% above the rollback rate of 2.8197 mills. The proposed millage rate generates property tax revenues of $1,012,998, which is an increase of $73,128 from Fiscal Year 2018/2019 property tax revenues (these amounts are without consideration to discounts and collection fees).

The proposed budget for all funds totaling $ 5.8 million maintains funding for existing levels of service. Council held budget workshops on July 23th and August 20th to discuss the proposed operating and capital budgets.

This is the first public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with Florida Statutes Chapter 200.065. The second public hearing and adoption is to be held on September 19, 2019.

Recommendations:

Staff recommends Council approval of:

- Resolution No. 2019-46 adopting the tentative millage rate for Fiscal Year 2019/2020, directing the advertisement for the second Public Hearing on September 19, 2019
- Resolution No. 2019-48 adopting the proposed Fiscal Year 2019/2020 budget, including balances brought forward, and related fiscal policies.

RESOLUTION NO. 2019-46

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2019-2020, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE TOWN'S MILLAGE RATE FOR THE FISCAL YEAR 2019-2020 AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the tentative budget has been prepared, estimating the 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, desires to set its tentative millage rate for the Fiscal Year 2019-2020 General Fund Budget at _3.00__ **mills**, a decrease/<u>increase</u> of <u>6.39%</u> from the 2018-2019 rolled-back millage rate of <u>2.8197</u> **mills**, and to set the second public hearing for adoption of the Town's millage rate for the Fiscal Year 2019-2020 for September 19, 2019.

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

<u>Section 1.</u> 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 2019-2020 on July 9, 2019, at 7:00 p.m. at the Town Hall, in the Town of Loxahatchee Groves, Florida.

Section 3. The Town Council hereby sets its tentative millage rate for the Fiscal Year 2019/2020 at 3.00 **mills**, a decrease/increase of 6.39% from the 2019/2020 rolled-back millage rate of 2.8197 mills.

Section 4. Pursuant to the Statute, the Town Council shall conduct its second and final public hearing to adopt its annual millage rate for the Fiscal Year 2019/2020 on September 19, 2019, at 5:01 p.m., at the Town Hall, 155 "F" Road, and Town of Loxahatchee Groves, Florida.

Section 5. The Town Manager and the Town Clerk are herein authorized and directed to prepare and publish the necessary advertisements for the public hearing scheduled in Section 4 herein.

Section 6. 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 7. All resolutions or parts of resolutions may conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall become effective immediately upon its adoption.

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

	Aye	Nay	Absent
ROBERT SHORR, MAYOR	□	□	□
DAVID DEMAROIS, VICE MAYOR	□	□	□
LAURA DANOWSKI, COUNCIL MEMBER	□	□	□
LISA EL-RAMEY, COUNCIL MEMBER	□	□	□
PHILLIS MANIGLIA, COUNCIL MEMBER	□	□	□

PASSED AND ADOPTED BY THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF SEPTEMBER 2019.

ATTEST

____
Lakisha Burch, Town Clerk

APPROVES AS TO LEGAL FORM

____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

____
Mayor Robert Shorr

____
Vice-Mayor David DeMarios

____
Councilman Laura Danowski

____
Councilman Lisa El-Ramey

____
Councilman Phillis Maniglia

Reset Form | Print Form

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2019	County : PALM BEACH
Principal Authority : LOXAHATCHEE GROVES	Taxing Authority : Loxahatchee Groves

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$		321,896,272	(1)
2.	Current year taxable value of personal property for operating purposes	$		15,769,881	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$		0	(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$		337,666,153	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$		4,343,131	(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$		333,323,022	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$		313,290,118	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☑ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/27/2019 9:37 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	3.0000	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$	939,870	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$	0	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$	939,870	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$	0	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$	333,323,022	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	2.8197	per $1000	(16)
17.	Current year proposed operating millage rate	3.0000	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$	1,012,998	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☐ Independent Special District ☑ Municipality ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ Dependent Special District ☐ MSTU ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes ☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 939,870	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	2.8197 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 952,117	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 1,012,998	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	3.0000 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	6.39 %	(27)

First public budget hearing	Date : 9/5/2019	Time : 5:01 PM EST	Place : Loxahatchee Groves Town Hall 155 F Road Loxahatchee Groves Fl 33470

S I G N H E R E

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority	Date : 7/25/2019 12:22 PM
Title : James S. Titcomb, TOWN MANAGER	Contact Name and Contact Title : Lakisha Burch, TOWN CLERK
Mailing Address : 155 F Road	Physical Address : 155 F Road
City, State, Zip : LOXAHATCHEE GROVES, FLORIDA 33470	Phone Number : 5617932418 — Fax Number : 5617932420

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

· DR-420TIF, Tax Increment Adjustment Worksheet
· DR-420DEBT, Certification of Voted Debt Millage
· DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

Reset Form | Print Form

FLORIDA DEPARTMENT OF REVENUE

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

Year: **2019**		County: PALM BEACH		
Principal Authority : LOXAHATCHEE GROVES		Taxing Authority: Loxahatchee Groves		
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)
	IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	2.8197	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from ***2018*** Form DR-420MM, Line 13	2.0330	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.0000	per $1,000	(4)
	If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
	Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	0	(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$	0	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$	0	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	0	(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	0.0000	per $1,000	(10)
	Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	2.8197	per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0339**	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	2.9153	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	3.2068	per $1,000	(14)
15.	Current year proposed millage rate	3.0000	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16)
☐	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***			
☑	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. ***Enter Line 15 on Line 17.***			
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***			
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***			
17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16)***	3.0000	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	337,666,153	(18)

Continued on page 2

Taxing Authority : Loxahatchee Groves				DR-420MM-P R. 5/12 Page 2
19.	Current year proposed taxes ***(Line 15 multiplied by Line 18, divided by 1,000)***	$	1,012,998	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000)***	$	1,012,998	(20)
	DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP	***STOP HERE. SIGN AND SUBMIT.***		
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$	0	(21)
22.	Total current year proposed taxes ***(Line 19 plus Line 21)***	$	1,012,998	(22)
	Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P)***	$	0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23)***	$	1,012,998	(24)
	Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES	☐ NO	(25)

S I G N H E R E	**Taxing Authority Certification**	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority		Date : 7/25/2019 12:22 PM
	Title : James S. Titcomb, TOWN MANAGER	Contact Name and Contact Title : Lakisha Burch, TOWN CLERK	
	Mailing Address : 155 F Road	Physical Address : 155 F Road	
	City, State, Zip : LOXAHATCHEE GROVES, FLORIDA 33470	Phone Number : 5617932418	Fax Number : 5617932420

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2019 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2018 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2018 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

All TRIM forms for taxing authorities are available on our website at
http://floridarevenue.com/property/Pages/Forms.aspx

Florida's Last Frontier

Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

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

FROM: **Lakisha Burch, Town Clerk**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Rolled Back Millage Announcement Town Council Meeting, September 5, 2019**

The FY 2019/2020 operating millage rate of 3.0000 mills is greater than the rolled-back rate of 2.8197 mills by 6.39%.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-48

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND PUBLIC HEARING FOR THE ADOPTION OF THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, ADOPTING THE FISCAL POLICIES; AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a tentative 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 public hearing for the approval of a tentative budget for the Fiscal Year beginning October 1, 2019, was held on September 5, 2019, and the Town Council desires to set the date, time and place for the second public hearing for adoption of the Town's final budget for the Fiscal Year beginning October 1, 2019.

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 tentative Budget for the Fiscal Year beginning October 1, 2019.

Section 3. The second public hearing for the adoption of the Town's budget for the Fiscal Year beginning October 1, 2019, shall be conducted on September 19, 2019, at 5:01 p.m., at the Town of Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida.

Section 4. The Fiscal Policies, a copy of which are attached hereto and expressly made a part hereof as Exhibit "B," are hereby adopted.

Section 5. The Town Manager and the Town Clerk are herein authorized and directed to prepare and publish the necessary advertisements for the public hearing scheduled in Section 3 herein.

Section 6. 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 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

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

	Aye	Nay	Absent
ROBERT SHORR, MAYOR	□	□	□
DAVID DEMARIOS, VICE MAYOR	□	□	□
LAURA DANOWSKI, COUNCIL MEMBER	□	□	□
LISA EL-RAMEY, COUNCIL MEMBER	□	□	□
PHILLIS MANIGLIA, COUNCIL MEMBER	□	□	□

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPON FIRST PUBLIC HEARING THIS ____ DAY OF SEPTEMBER 2019.

ATTEST:

____
Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

____
Mayor Robert Shorr

____
Vice-Mayor David DeMarios

____
Council Member Laura Danowski

____
Council Member Lisa El-Ramey

____
Council Member Phillis Maniglia

EXHIBIT A
BUDGET SUMMARY
TOWN OF LOXAHATCHEE GROVES - Fiscal Year 2019 - 2020

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ARE ___% 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	$962,233						$962,233
Assessments per Unit							$0
Roads & Drainage:							
$200 per unit				$1,793,165			$1,793,165
Solid Waste:							
$450 per unit						$577,000	$577,000
Licenses & Permits	$85,000						$85,000
Utility Taxes	$387,000						$387,000
Franchise Fees	$309,500						$309,500
Charges For Services	$46,500						$46,500
Intergovernmental Rev	$354,500	$410,000	$260,000			$2,500	$1,027,000
Fines & Forfeitures	$16,000						$16,000
Investment Income	$5,000			$5,700		$500	$11,200
Miscellaneous Revenues	$20,000			$2,000			$22,000
TOTAL SOURCES	**$2,185,733**	**$410,000**	**$260,000**	**$1,800,865**	**$0**	**$580,000**	**$5,236,598**
							$0
Transfers In				$200,000	$290,683		$490,683
Fund Balances/Reserves/Net Assets					**$100,000**		$100,000
TOTAL REVENUE, TRANSFERS & BALANCES	**$2,185,733**	**$410,000**	**$260,000**	**$2,000,865**	**$390,683**	**$580,000**	**$5,827,281**
ESTIMATED EXPENDITURES							
General Government	$1,064,050						$1,064,050
Public Safety							
Law Enforcement	$624,000						$624,000
PZB & Code	$283,000						$283,000
Physical Environment							$0
Public Works		$10,000		$1,616,365			$1,626,365
Solid Waste Services						$555,000	$555,000
Other Pysical Environment							$0
Non-departmental	$124,000			$78,500		$8,250	$210,750
Capital Outlay					$390,683		$390,683
Debt Service				$306,000			$306,000
Contingency						$16,750	$16,750
TOTAL EXPENDITURES	**$2,095,050**	**$10,000**	**$0**	**$2,000,865**	**$390,683**	**$580,000**	**$5,076,598**
Non-Expenditures/Other Uses							$0
Transfers Out	$90,683	$400,000					$490,683
Fund Balances/Reserves/Net Assets			**$260,000**				$260,000
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	**$2,185,733**	**$410,000**	**$260,000**	**$2,000,865**	**$390,683**	**$580,000**	**$5,827,281**

THE TENTATIVE,ADOPTED,AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD

Fiscal Policies

The Town of Loxahatchee Groves has adopted a comprehensive series of fiscal policies which embody recognized sound financial management concepts. It is anticipated that these policies will be amended as necessary as part of the Town's annual budget process and reconfirmed each year as a part of budget development.

The fiscal policies are organized under four subject headings:

- General Fiscal Policy presents the overall guidelines for financial and accounting practices, including the basic framework for preparing the Town's operating and capital budgets, maintaining accounting records, and funding services on a non-discriminatory basis.

- Fiscal Policy for Operating Revenue, Expenditures, and Fund Balance/Net Assets outlines the policies for budgeting and accounting for revenue and expenditure requirements,and providing adequate fund balance and net assets in the Town's various operating funds. This section includes several references to capital project funding in relation to the amount and type of support to be provided by the operating funds.

- Fiscal Policy for Investments provides guidelines for investing operating and capital balances.

- Fiscal Policy for Capital Revenue and Expenditures, and Debt Financing directly relates to the resources and requirements of the Capital Improvement Program. Included are overall policies on issuance of debt, as well as specific guidelines applicable to specific fund types.

The Town will normally adhere to these fiscal policies in the conduct of its operations. However, it must be noted that these policies are guidelines and not statutory limitations. Some of the policies, particularly with regard to unassigned fund balance or unrestricted net assets, are designed as goals to be pursued, not necessarily achieved on an annual or ongoing basis. The Town reserves the right to deviate from any or all of the fiscal policies if such action is determined by Town Council to be in the best interest of the Town.

I. GENERAL FISCAL POLICY

A. GENERAL GUIDELINES

1. The Annual Operating Budget of the Town of Loxahatchee Groves, Florida, shall balance the public service needs of the community with the fiscal capabilities of the Town. It is intended to achieve those goals and objectives established by the Council for the next fiscal year. Service programs will represent a balance of services, but with special emphasis on the Town's public safety, environmental health, and economic development. Services shall be provided on a most cost-effective basis.

Underwood Management Services Group
FAAC Review & Modifications -09/11/2012
Town Council Adopted – 09/18/2012
Town Council Adopted based on actions taken at 07/18/2014 – 09/23/2014
Town Council Adopted – 09/20/2016
Town Council Adopted – 09/21/2017
Town Council Adopted – 09/18/2018

2. New programs, services, or facilities shall be based on general citizen demand, need, or legislative mandate, and ability of funding.

3. The Town shall provide funding for public services on a fair and equitable basis, and shall not discriminate in providing such services on the basis of race, color, national origin, religion, sex, sexual preference, marital status, age, or disability.

B. SPECIFIC GUIDELINES

1. The Town recognizes that its citizens deserve a commitment from the Town for fiscal responsibility, and that a balanced operating budget is the cornerstone of fiscal responsibility. Operating expenditures will be fiscally balanced with revenues that can be expected to be received during the fiscal year. New programs or changes in policies that would require the expenditure of additional operating funds will be funded either through a reduction in programs of lower priority or through adjustments to rates, service charges or taxes. Requests for new or changes to programs or policy will be accompanied by an analysis of the short and long-term impact on the operational budget caused by such change or new program or policy.

2. The Town will maintain adequate minimum fund balance/net assets in the Town's various operating funds to provide the capacity to: a) provide sufficient cash flow for daily financial needs, b) secure and maintain investment grade bond ratings, c) provide funds for unforeseen expenditures related to emergencies. General fund will maintain fund balance categories in accordance with GASB Statement 54 Fund Balance Reporting and Governmental Fund Type Definitions. Within the governmental funds of the Town, fund balance shall be composed of Non-spendable, Restricted, Committed, Assigned, and Unassigned amounts.

   - Non-spendable fund balance consists of amounts that are not in spendable form such as inventory and prepaid items.
   - Restricted fund balance consists of amounts which can be spent only for the specific purposes stipulated by external resource providers such as creditors and grantors or imposed by law through constitutional provisions or enabling legislation.
   - Committed fund balance consists of amounts that can be used only for specific purposes determined by formal action of the Council, the Town's highest level of decision-making authority, and may be changed only by the same formal action.
   - Assigned fund balance consists of amounts that the Town intends to use for specific purposes that are neither restricted nor committed; the intent shall be expressed by the Town Manager.
   - Unassigned fund balance is the residual amounts available for any purpose for the General fund and includes amounts that are not contained in the other classifications.

With regard to the spending order of the fund balances, the Town uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing so, such as in grant agreements requiring dollar for dollar spending. Additionally, the Town would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

3. The Town shall prepare and implement a Capital Improvement Program (CIP), consistent with State requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP Budget. The Capital Improvement Program shall balance the needs for improved public facilities and infrastructure, consistent with the Town's Comprehensive Plan, within the fiscal capabilities of the Town.

4. The Town shall maintain its accounting records in accordance with generally accepted accounting principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).

5. The Town shall maintain its capital and non-capital asset records in accordance with the policy and procedures set forth by the Town Manager. Individual asset costing $5,000 or more shall be capitalized. However, non-capital mobile assets costing $1,000 or more and electronic equipment shall be tracked for inventory purposes. Asset inventory shall be performed annually to ensure the accountability of Town assets. Missing assets shall be reported to appropriate law enforcement and Town Council.

6. Budgets and expenditures for the Town shall be under Council appropriation control at the departmental level.

7. Inter-fund loans must be supported by a fiscally sound source of funds available for repayment.

8. Preparation of the Town's Budget shall be in such format as to allow correlation with the costs reported in the Town's Comprehensive Annual Financial Report, with content of said Budget to include that required by Town Charter, Florida Statute, or as later revised by Resolution of the Town Council. Detailed estimates shall be by account at the division or program level,and summarized and adopted at departmental level.

9. An analysis shall be made to determine the project life cycle cost of ownership where it is proposed that facilities be leased or rented, and if such cost will commit the Town to $50,000 or more in any one year.

II. FISCAL POLICY FOR OPERATING REVENUE, EXPENDITURES AND FUND BALANCE/NET ASSETS

A. GENERAL GUIDELINES

1. Revenue
   a. Revenue projections will be based on an analysis of historical trends and reasonable assumptions made on a conservative basis of future conditions to ensure that estimates are realized.

   b. The Town will not use long-term debt to finance expenditures required for current operations.

   c. As a general rule, operating budgets will be balanced using current year revenues to finance current year expenditures. Unassigned fund balance shall not normally be budgeted as a resource to support routine annual operating expenses. However, balances exceeding the policy targets may be budgeted as a resource to support capital, debt, or extraordinary major maintenance needs on a non-recurring basis, or for specific purposes, as designated.

2. Expenditures

   a. Normal maintenance requirements necessary to sustain the basic asset value will be included in the expenditure budget of the proper operating fund.

   b. Funding will be provided for major improvements and automation of services based on multiple-year planning, appropriate cost-benefit analysis, and life cycle costing.

   c. Future capital improvement requirements and equipment replacement will be included in operating budget plans or in the CIP. The annual amount set aside to provide reserves for future capital requirements, will be tailored to the needs of the specific operation, if not established by bond resolution, and will be above the specified fund balance or net assets.

3. Unassigned Fund Balance/ Unrestricted Net Assets

   a. Maintaining an adequate fund balance or net assets is essential to the Town's financial health. The unassigned fund balance for fiscal reserve and unrestricted net assets will be considered adequate between a minimum of 25% and a maximum of 30% of the current year's operating appropriations, including transfers, for the General Fund; a minimum of 25% and a maximum of 30% of the current year's operating appropriations, including transfers, for the Roads & Drainage Fund; a minimum of 25% and a maximum of 35%

of the current year's operating appropriations, including transfers, will be considered adequate unrestricted net assets for the Enterprise Operating Funds.

b. Amounts above those indicated in paragraph 3.a. may be assigned or committed within unassigned fund balance or unrestricted net assets for non-recurring purposes.

c. The balances of each fund will be maintained by using a conservative approach in estimating revenues and by ensuring expenditures do not exceed appropriations.

d. Any anticipated deficit of operating expenditures over revenues at year-end will be provided for in the current year's budget amendment process through fund balance/net asset appropriations.

e. In the event that sufficient unassigned fund balance/unrestricted net asset targets are not met, a proposed revenue enhancement and/or service level reduction plan to achieve the target shall be submitted to the Council for the subsequent year budget consideration. The replenishment to the expected minimum level shall be completed within five years.

B. SPECIFIC GUIDELINES

1. General Fund

a. The General Fund is the principal operating fund of the Town and will account for activities not reported in another type of fund for legal or managerial reasons.

b. The operating budget of the General Fund will be prepared based on 95% of the certified taxable value of the property tax roll and conservative estimates of other sources of General Fund revenue.

c. Service charges and user fees for all General Fund services will be analyzed to ensure an appropriate proportional recovery of direct costs and overhead.

2. Special Revenue Funds

a. Special revenue funds will be used to account for specific revenue sources that are restricted to expenditures for specific purposes. Dedicated operations that cover only a substantial portion of their costs by user fees and charges, and therefore require ongoing operating subsidies, will be classified as special revenue funds.

3. Proprietary or enterprise Funds

   a. Proprietary funds will be used to account for those activities where the costs are expected to be funded by user fees and charges.

   b. Proprietary Funds will pay the General Fund their proportionate share of the cost of general administrative departments. Solid Waste is able to produce sufficient revenue from service charges to fully recover all direct operating costs and overhead. Initial startup of operations or specific circumstances may require an individual enterprise to be subsidized for a limited period of time; however, it is fully expected that these operations will be totally self-supporting over time and will repay any subsidy to the General Fund as revenues permit.

   c. Service charges, rent and fee structures will be established to ensure recovery of all costs.

   d. The expenditure requirements of the Proprietary Funds will include all expenses of the operations, as well as any transfers to capital project funds and debt service funds.

   e. A review of service cost and rate structures for Solid Waste charges will be performed on an annual basis. The adopted budget will set forth the cost requirements to be recovered by the service charges, which will be based on the cost of services provided.

III. FISCAL POLICY FOR INVESTMENTS

A. GENERAL GUIDELINES

1. The investment of Town funds shall be controlled by the Town's "Investment Policy" and shall conform to Florida Statutes Chapters 166.261 and 218.415.

2. Sufficient operating funds are to be deposited with a Qualified Florida Public Depository. The balance of investible cash may be deposited with the investment pools of the State or the Florida League of Cities,or be invested in authorized money market funds and other investment vehicles held at other asset management firms as defined in the Town investment policy, if applicable.

3. Bond or loan proceeds for construction and reserve funds are to be held in a qualified financial institution or LGIP type of pool, separate from the Town's operating accounts, if applicable. The proceeds temporarily invested are excluded from the investment portfolio for the purpose of calculating maximum exposure per investment service provider.

IV. FISCAL POLICY FOR CAPITAL REVENUE AND EXPENDITURES AND DEBT FINANCING

A. GENERAL GUIDELINES

1. Revenue

   a. Revenue projections for the one-year Capital Improvement Program Budget and fiveyear Capital Improvement Program Plan shall be based on conservative assumptions of dedicated revenue sources.

2. Expenditures

   a. Capital projects shall be justified in relation to the Town's Comprehensive Plan.

   b. Estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project.

   c. The impact of each project on the operating revenues and expenditures of the Town shall be analyzed as required by the General Fiscal Policy stated above.

   d. Consistent with IRS regulations, debt repayment will not exceed the average life of improvements.

3. Debt Financing

   The Town can only enter into Debt obligations of any form through a Referendum of the Electorate pursuant to Town of Loxahatchee Groves Charter Section Section 6. Budget and Appropriations. (5) Bonds; Indebtedness (a).

   a. Long Term Debt: Annual debt service payments may be structured to provide level cost over the life of a bond issue, unless fiscal or other constraints dictate an alternative approach. A policy of full disclosure will be followed in all financial reports and official statements for debt.

   b. Medium Term Debt: Lease-purchase agreements, bonds, loans, or other debt instruments may be used as a medium-term (3 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The equipment or improvement must have an expected life of more than three years. The Town will determine and utilize the least costly financing methods available. Such debt arrangements will be repaid within the expected life of the equipment or improvement acquired.

c. Short Term Debt: Short-Term borrowing may be utilized for temporary funding of anticipated tax revenues; anticipated grant payments, anticipated bond proceeds, or other expected revenues. Anticipated funding is defined as an assured revenue source with the anticipated amount based on conservative estimates. Such borrowing may utilize a short-term note maturing before the end of the current appropriation period. Other short-term debt, such as tax-exempt commercial paper, bond anticipation notes, tax anticipation notes, or grant anticipation notes, may be used when it provides immediate financing and an interest advantage, or delays long-term debt until market conditions are more favorable. The Town will determine and utilize the least costly method for short-term borrowing. Short-term debt may be refunded in accordance with applicable Federal laws.

B. SPECIFIC GUIDELINES

1. General Capital Improvements: General capital improvements, or those improvements not related to Town-owned enterprises, may be funded from General Fund revenues or fund balances, the sale of revenue bonds or general obligation bonds/loans, and from special revenues, special assessments and grants.
   a. Pay-As-You-Go Capital Improvements*:* Pay-as-you-go capital improvements may be funded from General Fund revenues or fund balances, state and federal grants, special assessments, or other sources of revenue which may become available to the Town. Major capital projects related to the delivery of general public services shall be paid from general purpose revenues. It is recognized that the allocation of funds in any given year of the program may vary significantly from these parameters due to prioritization and scheduling of projects.

   b. Special Assessments: When special assessments are used, the interest rate charged will be established by Town Council consistent with State law.

   c. Revenue Bond Debt Limit: Sale of revenue bonds for capital improvements will be limited to that amount which can be supported from the pledge of the specific revenue.

2. Enterprise Capital Improvements: Enterprise funds improvements may be funded from operating revenue or unrestricted net assets, the sale of revenue bonds, loans, special assessments and grants.

   a. Pay-As-You-Go Capital Improvements: Enterprise funds may support needed capital improvements on a pay-as-you-go basis from operating revenues or from unrestricted net assets, assessments, and grants. Major capital projects related to the delivery of Town owned enterprises will be paid from the revenue of that enterprise fund.

Underwood Management Services Group
FAAC Review & Modifications -09/11/2012
Town Council Adopted – 09/18/2012
Town Council Adopted based on actions taken at 07/18/2014 – 09/23/2014
Town Council Adopted – 09/20/2016
Town Council Adopted – 09/21/2017
Town Council Adopted – 09/18/2018

b. Special Assessments: When special assessments are used for enterprise-related improvements, the interest rate charged will be established by Town Council consistent with State law.

c. Revenue bond Debt Limit*:* Sale of revenue bonds will be limited to that amount which can be supported from user fees generated, or combination of other revenues.

Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

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

FROM: **Francine Ramaglia, Assistant Town**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Resolutions Adopting the Fiscal Year 2019/2020 Non-Ad Valorem Assessment Rates, Budgets and Assessment Rolls for Roads & Drainage, Solid Waste Collections and OGEM Debt Service**

Background:

Florida Statutes Chapters 2018-175 (the "Special Act"), Chapters 99-425 and 2004-410 -- which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town--and Florida Statutes Chapters 166, 189, 197 and 298 set forth the procedures to follow for local governments in adoption of the annual Non-Ad Valorem Assessment Rates, Budgets and Assessment Rolls.

The Town funds its Roads & Drainage functions, Solid Waste Collections and OGEM Debt Service through Non-Ad Valorem assessments. The Council held budget workshops on July 23th and August 20th to discuss the proposed non-ad valorem assessment rates and budgets. The final non-ad valorem assessments rates and budgets are as follows:

	Proposed FY 2020	Adopted FY 2019	Change
Solid Waste Collection	$ 450.00	$ 450.00	$0
Roads & Drainage	$ 200.00	$ 200.00	$0
OGEM Debt			
North "A" Road:	$ 97.90	$ 97.89	$0
North "C" Road:	$ 102.45	$ 102.49	$0
South "C" Road:	$ 162.65	$ 162.81	$0
North "D" Road:	$ 113.60	$ 113.68	$0
Unit 1 Development:	$ 627.16	$ 668.69	$0

Recommendations:

Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

Staff recommends Approval of the following resolutions as presented:

- Resolution No. 2019-47 adopting the final FY 2019/2020 non-ad valorem assessment rates, budgets and assessment rolls for Residential Solid Waste Collection Services – Item 11

- Resolution No. 2019-DD10 adopting the final FY 2019/2020 non-ad valorem assessment rates, budgets and assessment rolls for Roads and Drainage- Item 12

- Resolution No. 2019-DD11 adopting the final FY 2019/2020 non-ad valorem assessment rates, budgets and assessment rolls for Debt Service Payments for Capital Improvements for North "A" Road, North "C" Road, South "C" Road, North "D" Road and Unit 1 Development- Item 13

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-47

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES FOR FISCAL YEAR 2019-2020; IMPOSING A RESIDENTIAL SOLID WASTE COLLECTION ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF LOXAHATCHEE GROVES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2019; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, enacted Ordinance No. 2008-05, on July 1, 2008, which authorized the imposition of a Residential Solid Waste Collection Assessment, pursuant to the procedures contained within the Town's Code of Ordinances (collectively, "the Ordinance") for the provision of Solid Waste Collection Services for single-family residential properties that receive residential solid waste collection services within the Town, and provided for findings of special benefit and the method of apportionment of the Residential Solid Waste Collection Assessment; and

WHEREAS, the imposition of a Solid Waste Collection Assessment for Solid Waste Collection Services for each Fiscal Year is an equitable and efficient method of allocating and apportioning Residential Solid Waste Collection Assessed Costs among parcels of Assessed Property; and,

WHEREAS, the Town Council desires to impose a Residential Solid Waste Collection Assessment within the Town for the Fiscal Year beginning on October 1, 2019 using the tax bill collection method; and

WHEREAS, the Town Council, on July 9, 2019, adopted Resolution No. 2019-   (the "2019 Preliminary Assessment Resolution"), referencing the Residential Solid Waste Collection

Services to be provided to Assessed Property, describing the method of apportioning the Residential Solid Waste Collection Assessed Cost to compute the Residential Solid Waste Collection Assessment for Solid Waste Collection Services against Assessed Property, estimating a rate of assessment, and directing the preparation of the Assessment Roll and provision of the notice to the affected landowners; and

WHEREAS, in order to impose the Residential Solid Waste Collection Special Assessment for the Fiscal Year beginning October 1, 2019, the Ordinance requires the Town Council to adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the Town Council deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of public hearing has been provided as required by the Ordinance, as evidenced by the proof of publication attached hereto as Exhibit "A";

WHEREAS, the Fiscal Year 2019/2020 budget estimates for the expenditures of the Solid Waste Fund have been prepared and submitted; and

WHEREAS, a public hearing was held on September 5, 2019, and comments and objections of all interested parties have been heard and considered.

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

SECTION 1. The aforementioned "WHEREAS" clauses are hereby ratified as true and correct and incorporated herein.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance, the 2019 Preliminary Assessment Resolution, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. DEFINITIONS AND INTERPRETATION. This Resolution constitutes the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the 2019 Preliminary Assessment Resolution.

SECTION 4. IMPOSITION OF RESIDENTIAL SOLID WASTE COLLECTION ASSESSMENT.

(A) The parcels of Assessed Property described in the Assessment Roll, as updated and which is hereby approved, are hereby found to be specially benefitted by the provision of the Solid Waste Collection Services described in the 2019 Preliminary Assessment Resolution, in the amount of the Residential Solid Waste Collection Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above-referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Town will be specifically benefitted by the Town's provision of Residential Solid Waste Collection, facilities and programs in an amount not less than the Residential Solid Waste Collection Assessment of such parcel, computed in the manner set forth in the 2019 Preliminary Assessment Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all assessed parcels derive a special benefit, as set forth in the Ordinance and the 2019 Preliminary Assessment Resolution, from the Residential Solid Waste Collection Services to be provided, and a legislative determination that the Residential Solid Waste Collection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the 2019 Preliminary Assessment Resolution.

(B) The method of computing the Residential Solid Waste Collection Assessment described in the 2019 Preliminary Assessment Resolution, as modified, amended, and supplemented herein, is hereby approved.

(C) For the Fiscal Year beginning October 1, 2019, the estimated Residential Solid Waste Collection Assessed Cost to be assessed is $450 which amount may be corrected. The Residential Solid Waste Collection Assessment to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Residential Solid Waste Collection Assessed Costs for the Fiscal Year 2019/2020, commencing October 1, 2019, is hereby established at $450.00 annually, per Dwelling Unit/Billing Unit. This assessment rate is hereby approved. It is hereby determined that the assessed properties will receive a benefit from solid waste collection services in an amount not less than the amount they are assessed. Except as otherwise provided herein, the Residential Solid Waste Collection Assessment for Residential Solid Waste Collection Services in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) The Residential Solid Waste Collection Assessment shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem Assessment. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

(E) The Assessment Roll as herein approved, together with the correction of any errors or omissions shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

SECTION 5. CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION. The Preliminary Assessment Resolution adopted July 9, 2019, except where in conflict herein, is confirmed.

SECTION 6. EFFECT ON ADOPTION OF RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Residential Solid Waste Collection Assessment), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 calendar days from the date of this Annual Assessment Resolution.

SECTION 7. APPROVAL OF SOLID WASTE BUDGET. The budget estimates, a copy of which are attached hereto and expressly made a part hereof as Exhibit "B," are hereby approved as the Fiscal Year 2019/2020 Budget and shall adopted as part of the Town's budget by the Town Council which time it will be in full force and effect for the fiscal year commencing on October 1, 2019, and terminating on September 30, 2020. From time-to-time, the Town may transfer from one fund, account, or department to another as the necessity for the same may occur without being required to amend the terms and provisions of this Resolution. The provisions of this Resolution shall not be deemed to be a limitation of the power granted to the Town by applicable law and which relate to the fiscal management of the Town's funds.

SECTION 8. CONFLICTS. That all prior Resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 9. SEVERABILITY. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 10. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption.

Council Member ________________________ offered the foregoing Resolution. Council Member ________________________ the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
ROBERT SHORR, MAYOR	◻	◻	◻
DAVID DEMARIOR, VICE MAYOR	◻	◻	◻
LAURA DANOWSKI, COUNCIL MEMBER	◻	◻	◻
LISA EL-RAMEY, COUNCIL MEMBER	◻	◻	◻
PHILLIS MANIGLIA, COUNCIL MEMBER	◻	◻	◻

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF SEPTEMBER 2019.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

____
Mayor Robert Shorr

____
Lakisha Burch, Town Clerk

____
Vice Mayor David DeMarios

____
Council Member Laura Danowski

APPROVED AS TO LEGAL FORM:

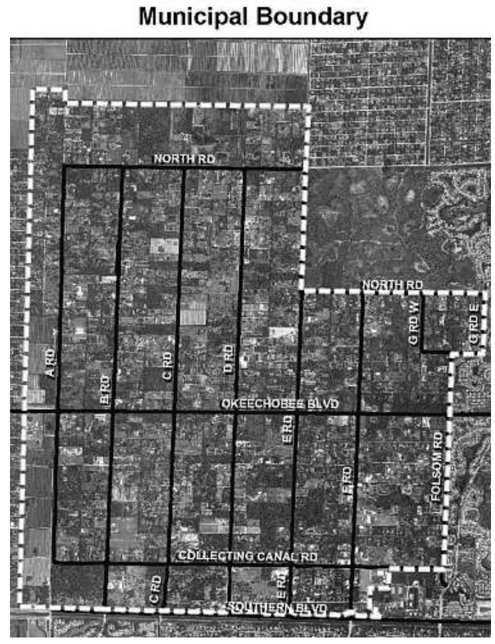
____
Council Member Lisa El-Ramey

____
Office of the Town Attorney

____
Council Member Phillis Maniglia

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE COLLECTION SERVICES SPECIAL ASSESSMENTS

Loxahatchee Groves
Municipal Boundary



Notice is hereby given that the Town Council of the Town of Loxahatchee Groves will conduct a public hearing to consider imposing Solid Waste Collection Services Special Assessments upon residential dwelling units that receive residential solid waste collection services, for the Solid Waste Collection Services provided by the Town to such properties within the Town of Loxahatchee Groves.

The hearing will be held at 5:01 p.m., on September 5, 2019, at Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Council within 20 days of this notice. If a person decides to appeal any decision made by the Town Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's Office at (561) 793-2418, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of dwelling units attributed to that parcel. The proposed Solid Waste Collection Services Assessment is as follows:

$450.00 PER DWELLING UNIT

Copies of the Assessment Ordinance, the Preliminary Assessment Resolution and the preliminary Assessment Roll are available for inspection at the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida 33470.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2019, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk at (561) 793-2418, Monday through Wednesday between 8:00 a.m. and 6:00 p.m., and Thursday between 8:00 a.m. and 5:00 p.m.

TOWN CLERK
TOWN OF LOXAHATCHEE GROVES.
Publish: August 16, 2019.
WP-0000505588-01

☐ **PROOF O.K. BY:**__________ ☐ **O.K. WITH CORRECTIONS BY:**__________

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

WP-0000505588-01 (100%)

ADVERTISER: LOXAHATCHEE GROVES WATER
PROOF CREATED AT: 8/15/2019 2:31:19 AM
SALES PERSON: WPTEAL.PONTAR
NEXT RUN DATE: 08/16/19
SIZE: 2X10
PROOF DUE: 08/15/19 10:59:55
PUBLICATION: WP-PALM BEACH POST

This Page Is Blank Intentionally

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2019-DD10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS; APPROVING THE ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; IMPOSING A DISTRICT SPECIAL ASSESSMENT FOR THE PROVISION OF DISTRICT SERVICES; APPROVING THE ASSESSMENT ROLL; APPROVING THE DISTRICT BUDGET FOR FISCAL YEAR 2019/2020 TO BE ADOPTED AS PART OF THE TOWN'S BUDGET BY THE TOWN COUNCIL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 9, 2019, the Board of Supervisors of the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves (the "Board") approved Resolution **2018-DD12** (the Preliminary Resolution"), which adopted the Preliminary Assessment Roll, provided for or referenced the findings of special benefit and fair apportionment, and set forth or referenced the methodology used to apportion the District Services Assessed Costs; and

WHEREAS, the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves (the "District") has held a public hearing on September 5, 2019, to adopt the non-ad valorem special assessment roll for funding all or a portion of the District Services; and,

WHEREAS, notice of public hearing has been provided as evidenced by the proof of publication attached hereto as Exhibit "A"; and

WHEREAS, affected property owners have had the right to file written objections to the non-ad valorem special assessment, and to appear at the public hearing; and

WHEREAS, the District has equalized or adjusted the non-ad valorem special assessment as dictated by fairness and right; and,

WHEREAS, the Fiscal Year 2019/2020 budget estimates for the expenditures of the District including all of its departments, divisions, funds, and offices, have been prepared and submitted to the District Board of Supervisors.

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

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

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 2018-175, Laws of Florida, (the "Special Act"), Chapters 99-425 and 2004-410, Laws of Florida, which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS. This Resolution constitutes the Assessment Resolution which imposes the annual special assessments, as authorized in the Special Act and Chapters 189 and 298, Florida Statutes; adopts and approves the Assessment Roll; directs the imposition of District Special Assessment for the Fiscal Year beginning October 1, 2019, and approves the District's budget for Fiscal Year 2019/2020. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Preliminary Assessment Resolution, Special Acts, and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 4. PUBLIC PURPOSE. It is necessary, serves a public purpose consistent with the purposes of the District, and is in the best interests of the District to levy the non-ad valorem special assessment to fund a portion of the District's Service Costs for the provision of District Services.

SECTION 5. LEVY OF ASSESSMENT. The Loxahatchee Groves Water Control District shall levy the non-ad valorem special assessment to fund a portion of the District's Services Costs for the provision of District Services.

SECTION 6. APPROVAL OF METHOD OF COMPUTING ASSESSMENT. The method for computing the District Special Assessment provided for or referenced within the Preliminary Resolution is hereby approved, as supplemented and modified herein.

SECTION 7. FINDINGS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The findings set forth or referenced within the Preliminary Resolution as to special benefit to Assessed Properties, and the fairness and reasonableness of the methodology for the Assessment, are hereby confirmed and ratified, and fully incorporated herein.

SECTION 8. ASSESSMENT AMOUNT. The District Services Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the cost apportionment shall be $ 1,545,865. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2019, is $200 per Unit. The approval of the rate schedule by the adoption of this Final Assessment Resolution determines the amount of the District Services Assessed Costs. The remainder of the Fiscal Year budget for District Services shall be funded from available District revenue other than District Special Assessment proceeds.

SECTION 9. LEVY AND IMPOSITION OF SPECIAL ASSESSMENT. The above rates are hereby approved, and the District Special Assessments set forth herein are hereby levied and imposed on all assessed parcels of Assessed Property described in the Assessment Roll.

SECTION 10. CONFIRMATION OF ASSESSMENT ROLL / LIENS. The Assessment Roll shall be filed with the District's Clerk, through the Office of the Town Clerk of the Town of Loxahatchee Groves, and such assessments shall stand confirmed. All District Special

Assessments shall constitute legal, valid, and binding first liens, unless otherwise provided by law, upon property against which such assessments are made until paid.

SECTION 11. CERTIFICATION OF ASSESSMENT ROLL. The Assessment Roll, as adopted and approved herein, shall be certified by the Assessment Coordinator and delivered to the Palm Beach County Tax Collector.

SECTION 12. FINAL ADJUDICATION OF ISSUES. The adoption of this Resolution shall be the final adjudication of any and all issues relating to the District Special Assessment (including, but not limited to, the determinations of special benefit, the methods of apportionment and the assessment rates) unless proper steps are initiated in a court of competent jurisdiction within twenty (20) days of the adoption of this Assessment Resolution.

SECTION 13. APPROVAL OF DISTRICT BUDGET. The budget estimates, a copy of which are attached hereto and expressly made a part hereof as Exhibit "B," are hereby approved as the Fiscal Year 2019/2020 Budget and shall adopted as part of the Town's budget by the Town Council which time it will be in full force and effect for the fiscal year of the District, commencing on October 1, 2019, and terminating on September 30, 2020. From time-to-time, the District may transfer from one fund, account, or department to another as the necessity for the same may occur without being required to amend the terms and provisions of this Resolution. The provisions of this Resolution shall not be deemed to be a limitation of the power granted to the District by applicable law and which relate to the fiscal management of the District's funds.

SECTION 14. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 15. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 16. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

Supervisor ________________________ offered the foregoing resolution. Supervisor ____________ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
ROBERT SHORR, CHAIRPERSON/PRESIDENT	□	□	□
DAVID DEMAROIS, SUPERVISOR	□	□	□
LAURA DANOWSKI, SUPERVISOR	□	□	□
LISA EL-RAMEY, SUPERVISOR	□	□	□
PHILLIS MANIGLIA, SUPERVISOR	□	□	□

ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF ___________________, 2019.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

____
Chairperson/President Robert Shorr

ATTEST:

____
Clerk for the Loxahatchee Groves Water Control District

____
Supervisor David DeMarios

____
Supervisor Laura Danowski

____
Supervisor Lisa El-Ramey

APPROVED AS TO LEGAL FORM:

____
Attorney for the Loxahatchee Groves Water Control District

____
Supervisor Phillis Maniglia

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF DISTRICT SERVICES SPECIAL ASSESSMENTS

Notice is hereby given that the Board of Supervisors of the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, will conduct a public hearing to consider imposing District Services Special Assessments upon all Assessed Properties within the geographical area shown above that receive District Services provided by the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves.

The hearing will be held at 5:01 p.m., on September 5, 2019, at Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the District Board of Supervisors within 20 days of this notice. If a person decides to appeal any decision made by the District Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's Office at (561) 793-2418, at least seven days prior to the date of the hearing.

The assessment for each parcel or tract of property will be based upon the total number of assessable units attributed to that parcel or tract, at the amount of $200.00 per Assessable Unit (acre). Each parcel or tract of less than one acre will be assessed as a full acre, and each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the actual number of acres rounded to a fraction of four digits.

$200.00 PER ASSESSABLE UNIT (ACRE)

Copies of the Preliminary Rate Resolution and the preliminary Assessment Roll are available for inspection at the Office of the District Secretary/Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida 33470.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2019, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the District/Town Clerk at (561) 793-2418, Monday through Wednesday between 8:00 a.m. and 6:00 p.m., Thursdays between 8:00 a.m. and 5:00 p.m.

DISTRICT SECRETARY, LOXAHATCHEE GROVES WATER CONTROL DISTRICT Publish: August 16, 2019.

WP-0000505587-01

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2019-DD11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE DEBT SERVICE PAYMENTS FOR CAPITAL IMPROVEMENTS FOR NORTH "A" ROAD, NORTH "C" ROAD, SOUTH "C" ROAD, NORTH "D" ROAD AND UNIT 1 DEVELOPMENT; CONFIRMING THE ASSESSMENT AMOUNTS TO BE LEVIED FOR EACH ASSESSMENT TO FUND CAPITAL IMPROVEMENTS FUNDED BY DISTRICT-ISSUED DEBT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ESTABLISHING THE MAXIMUM ASSESSMENT RATES FOR FUTURE YEARS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; IMPOSING THE DEBT SERVICES SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 9, 2019, the Board of Supervisors of the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves (the "Board") approved Resolution 2018-DD14 (the Preliminary Resolution"), which adopted the Preliminary Assessment Roll, provided for or referenced the findings of special benefit and fair apportionment, and set forth or referenced the methodology used to apportion the debt service costs to be specially assessed upon benefited property owners for the following projects: North "A" Road, North "C" Road, South "C" Road, North "D" Road and Unit 1 Development (collectively, the "Projects"), which were specially benefited by the capital improvements; and

WHEREAS, the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves (the "District") has held a public hearing on September 5, 2019, to adopt the non-ad valorem special assessment roll for funding a debt service for the costs of the Projects; and,

WHEREAS, the District has provided proper notice of the hearing, through U.S. mail and publication in a newspaper generally circulated within Palm Beach County, Florida, to each person owning property subject to the non-ad valorem special assessment, as evidenced by the attached affidavit of mailing and proof of publication; and

WHEREAS, affected property owners have had the right to file written objections to the non-ad valorem special assessment, and to appear at the public hearing; and

WHEREAS, the District has equalized or adjusted the non-ad valorem special assessment as dictated by fairness and right.

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

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

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 2018-175, Laws of Florida, (the “Special Act”), Chapters 99-425 and 2004-410, Laws of Florida, which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS. This Resolution constitutes the Assessment Resolution which imposes the annual special assessments, as authorized in the Special Act and Chapters 189 and 298, Florida Statutes; adopts and approves the Assessment Roll; directs the imposition of special assessments for the benefitted properties for the Fiscal Year beginning October 1, 2019, for the following Projects: North “A” Road, North “C” Road, South “C” Road, North “D” Road, and Unit Development 1.

All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Preliminary Assessment Resolution, Special Acts, and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 4. PUBLIC PURPOSE. It is necessary, serves a public purpose consistent with the purposes of the District, and is in the best interests of the District to levy the non-ad valorem special assessment to fund the debt service for the Projects.

SECTION 5. LEVY OF ASSESSMENT. The Loxahatchee Groves Water Control District shall levy the non-ad valorem special assessment to fund the debt service for the Projects.

SECTION 6. APPROVAL OF METHOD OF COMPUTING ASSESSMENT. The method for computing the Special Assessment to fund the debt service for the Projects provided for or referenced within the Preliminary Resolution is hereby approved, as supplemented and modified herein.

SECTION 7. FINDINGS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The findings set forth or referenced within the Preliminary Resolution as to special benefit to Assessed Properties, and the fairness and reasonableness of the methodology for the Assessment, are hereby confirmed and ratified, and fully incorporated herein.

SECTION 8. ASSESSMENT AMOUNT. The Assessed Costs to be assessed and apportioned among Assessed Properties for the Fiscal Year commencing October 1, 2019, for the Projects is $308,500. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2019, for the assessed properties for each Project is as follows:

1. North "A" Road: $ 97.90 per acre.
2. North "C" Road: $102.45 per acre.
3. South "C" Road: $162.65 per acre.
4. North "D" Road: $113.60 per acre.
5. Unit 1 Development: $627.16 per acre.

The adoption of this Preliminary Rate Resolution determines the amount of the Assessed Costs of the Projects and the Assessment Rates for FY 2020.

(A) The maximum assessment in future years for each of the Projects is as follows:

1. North "A" Road: $98.32 per acre.
2. North "C" Road: $102.94 per acre.
3. South "C" Road: $163.53 per acre.
4. North "D" Road: $114.19 per acre.
5. Unit 1 Development: $668.69 per acre.

SECTION 9. LEVY AND IMPOSITION OF SPECIAL ASSESSMENT. The above rates are hereby approved, and the Special Assessments set forth herein are hereby levied and imposed on all assessed parcels of Assessed Property described in the Assessment Roll.

SECTION 10. CONFIRMATION OF ASSESSMENT ROLL / LIENS. The Assessment Roll shall be filed with the District's Clerk, through the Office of the Town Clerk of the Town of Loxahatchee Groves, and such assessments shall stand confirmed. All Special Assessments imposed herein shall constitute legal, valid, and binding first liens, unless otherwise provided by law, upon property against which such assessments are made until paid.

SECTION 11. CERTIFICATION OF ASSESSMENT ROLL. The Assessment Roll, as adopted and approved herein, shall be certified by the Assessment Coordinator and delivered to the Palm Beach County Tax Collector.

SECTION 12. FINAL ADJUDICATION OF ISSUES. The adoption of this Resolution shall be the final adjudication of any and all issues relating to the Special Assessment to fund the debt service for the Projects (including, but not limited to, the determinations of special benefit, the methods of apportionment and the assessment rates) unless proper steps are initiated in a court of competent jurisdiction within twenty (20) days of the adoption of this Assessment Resolution.

SECTION 13. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 14. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 15. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

Supervisor __________________________ offered the foregoing resolution. Supervisor _____________ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
ROBERT SHORR, CHAIRPERSON/PRESIDENT	□	□	□
DAVID DEMARIOS, SUPERVISOR	□	□	□
LAURA DANOWSKI, SUPERVISOR	□	□	□
LISA EL-RAMEY, SUPERVISOR	□	□	□
PHILLIS MANIGLIA, SUPERVISOR	□	□	□

[The remainder of this page intentionally left blank. Signature page follows.]

ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF ___________________, 2019.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

____
Chairperson/President Robert Shorr

____
Clerk for the Loxahatchee Groves Water Control District

____
Supervisor David DeMarios

____
Supervisor Laura Danowski

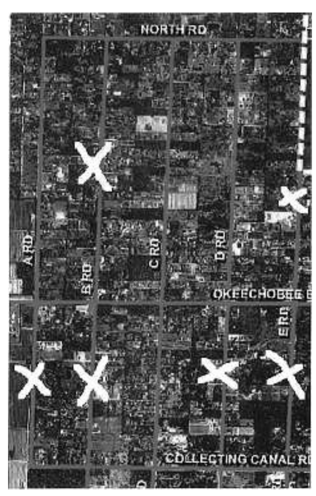
APPROVED AS TO LEGAL FORM:

____
Supervisor Lisa El-Ramey

____
Attorney for the Loxahatchee Groves Water Control District

____
Supervisor Phillis Maniglia

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS FOR NORTH “A” ROAD, NORTH “C” ROAD, SOUTH “C” ROAD, NORTH “D” ROAD, AND UNIT 1 DEVELOPMENT



Notice is hereby given that the Board of Supervisors of the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, will conduct a public hearing to consider imposing Special Assessments upon Assessed Properties for capital improvement projects for properties in the following areas:

North “D” Road, North “C” Road,
South “C” Road,
North “D” Road and Unit 1
Development

The hearing will be held at 5:01 p.m., on September 5, 2019, at Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the District Board of Supervisors within 20 days of this notice. If a person decides to appeal any decision made by the District Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk’s Office at (561) 793-2418, at least seven days prior to the date of the hearing.

The assessment for each parcel or tract of property will be based upon the total number of assessable units attributed to that parcel or tract, at the following amounts for the Fiscal Year commencing October 1, 2019:

North “A” Road:	$97.89 per acre.
North “C” Road:	$102.49 per acre.
South “C” Road:	$162.81 per acre.
North “D” Road:	$113.68 per acre.
Unit 1 Development:	$668.69 per acre.

The maximum authorized assessment in future years for each of the Projects is as follows:

North “A” Road:	$98.32 per acre.
North “C” Road:	$102.94 per acre.
South “C” Road:	$163.53 per acre.
North “D” Road:	$114.19 per acre.
Unit 1 Development:	$668.69 per acre.

Each parcel or tract of less than one acre will be assessed as a full acre, and each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the actual number of acres rounded to a fraction of four digits.

Copies of the Preliminary Rate Resolution and the preliminary Assessment Roll are available for inspection at the Office of the District Secretary/Town Clerk’s Office, 155 F Road, Loxahatchee Groves, Florida 33470.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2018, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk/District Secretary at (561) 793-2418, Monday through Wednesday between 8:00 a.m. and 6:00 p.m., Thursdays between 8:00 a.m. and 5:00 p.m.

DISTRICT SECRETARY, LOXAHATCHEE GROVES WATER CONTROL DISTRICT

Publish: August 16, 2019.

WP-0000505585-01

☐ **PROOF O.K. BY:**________________________ ☐ **O.K. WITH CORRECTIONS BY:**______________________

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

WP-0000505585-01 (100%)

ADVERTISER: LOXAHATCHEE GROVES WATER
PROOF CREATED AT: 8/15/2019 2:42:40 AM
SALES PERSON: WPTEAL.PONTAR
NEXT RUN DATE: 08/16/19
SIZE: 2X10
PROOF DUE: 08/15/19 10:59:55
PUBLICATION: WP-PALM BEACH POST

This Page Is Blank Intentionally

Town of LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Mayor and Councilmembers**

FROM: **Francine Ramaglia, Assistant Town Manager**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Award of Contract for RFP 2019-001 for Solid Waste Collection Services**

Background:

As directed at the Council meeting on August 20th, staff spoke with both Coastal and Waste Pro with respect to providing solid waste services to the Town beginning October 1, 2019. The results are as follows:

Coastal

Coastal provided a revised offer letter dated August 27th with the following terms:

	5 years w/ 2 2-year renewals	**7 years w/1 2-year renewal**
Year 1	\$37.50	\$37.50
Year 2	\$40.00	\$38.62
Year 3	\$42.50	\$39.78
Year 4	CPI	\$40.97
Year 5	CPI	\$42.20
Year 6		CPI
Year 7		CPI

In addition to the above pricing, Coastal is offering the following:

- Twice a year, Coastal will host mobile grinding events as well as Tire Collection Amnesty Days. *(commercial businesses will not be able to use these services and proof of residency will be required)*
- Coastal will supply brand new 96-gallon carts, will work with SWA to obtain 64 gallon recycling containers, and will deploy Two (2) 25 Yard Rear Load Trucks as well as One (1) F350 Satellite Vehicle with Cart Dumper for hard to access roads

Waste Pro

Waste Pro is willing to enter either a:

1. Five-year contract pursuant to RFP 2019-001 at the rate contained in the proposal: $37.60 per unit per month with new carts. They are also willing to continue use of existing carts and continue to provide service at the existing rate: $35.50 per unit per month without new carts, or
2. One-year renewal at a rate of $42 per unit per month which includes an increase that represents Waste Pro's current "out-of-pocket" disposal costs over the Town's disposal credit. Also, the renewal is limited to residential collection.

Waste Pro is agreeable to working with the Town to change its solid waste collection business model but is not willing to adjust the renewal rate.

Recommendations:

Award of Solid Waste Collection Services Contract to either Coastal or Waste Pro.

Coastal
Waste & Recycling

Francine Ramaglia
Assistant Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

August 27, 2019

Dear Ms. Ramaglia,

First let me thank the Town of Loxahatchee Groves for affording Coastal Waste & Recycling the opportunity to present a best and final offer.

We have listened carefully to the needs of your residents and feel we have laid out a plan that will address their concerns with a customized program specific to the Town and not an add on to another contract. This letter will memorialize our conversation.

Coastal Waste & Recycling will provide the following Collection, Recycling and Processing services to the Town of Loxahatchee Groves.

Residential Solid Waste and Bulk Collection

- Monday and Thursday – Half the Town
- Tuesday and Friday – Half the Town

Residential Recycling Collection

- Wednesday – All single-family residents

Coastal will work with the Solid Waste Authority on recycling education for the residents to increase the recycling volumes that will in turn, increase the revenues to the Town.

Residential Yard Waste Collection – 6 Yard Limit

The Town will be routed into 4 separate collection zones with service one day a week on either Monday, Tuesday, Wednesday or Thursday.

Any pile that requires the use of the clam shell truck will be tagged, the Town will be notified, and it will be serviced on the following scheduled collection day. For example, a Monday pile will be collected on Thursday.

Additional Services

Twice a year, Coastal will host mobile grinding events. The Town will secure property where the residents will bring their yard waste. Coastal will grind the material and offer the recycled product back to the residents.

Twice a year Coastal will host Tire Collection Amnesty Days. Coastal will provide one (1) – 30 yard open top container for tire disposal by the residents.

No commercial businesses will be able to use these services and proof of residency will be required.

Equipment

Two (2) – 25 Yard Rear Load Trucks

One (1) – F350 Satellite Vehicle with Cart Dumper for hard to access roads

Coastal will supply brand new 96-gallon carts to all single-family homes. The Town will pick the color of their choice and the Town logo stamped on the side.

Price

Coastal understands the importance of cost to the residents and our price structure was designed to economize the best we could while providing the services needed. It also gives the Town a fixed secure pricing structure in which to rely on and Budget from.

Based on a five (5) year contract with two (2) year renewals

Year One - $37.50 per month, per home

Year Two - $40.00 per month, per home

Year Three - $42.50 per month, per home

Year Four – CPI

Year Five – CPI

Based on a seven (7) year contract with one (2) year renewal

Year One - $37.50 per month, per home

Year Two - $38.62 per month, per home

Year Three - $39.78 per month, per home

Year Four - $40.97 per month, per home

Year Five - $42.20 per month, per home

Year Six – CPI

Year Seven – CPI

It will be our goal, over the term of this agreement to work closely as partners with the Town of Loxahatchee and its residents. We will be laser focused on meeting the needs of the citizens, including the commercial customers.

Working together with the Town staff we will ensure that all residents are educated and informed on the plans for collection to capitalize on the positive nature of the changes. Additionally, we will set a mutual goal to increase recycling to provide an increase in the revenue share dollars that come from the Solid Waste Authority.

We look forward to a long and positive relationship with the Town.

Sincerely,

John Casagrande

John Casagrande
Vice President Business Development