TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

MAY 7, 2019 - 7:00 P.M.

Preceded by a Residents Discussion Workshop from 6:00-7:00 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, Michael D. Cirullo, Jr.

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. Civility is practiced at all Town meetings.

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Additions/Deletions/Modifications of Agenda

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.

Public Works Updates (Town & District) – Larry Peters

PRESENTATIONS (None scheduled)

REPORTS (Receive and File)

1. Advisory Committee Reports/Minutes (FAAC, ULDC, P&Z, RETGAG)
2. Status Report - Keshavarz & Associates, Inc- Randy Wert Wertepny
3. Status Report – Geoffrey B. Sluggett & Associates – Mary McNicholas
4. Status Report – Municipal Technologies LLC – Steven Murray
5. Status Report - Land Research Management, Inc. – James Fleishmann

CONSENT AGENDA

6. Proposed submittal of 2019-2020 Technical Assistance Grant Application to the Florida Department of Economic Opportunity (FDEO) – James Fleishmann
7. Minutes from April 2, 2019 IT Workshop meeting.
8. Minutes from April 2, 2019 Town Council Workshop.
9. Minutes from April 2, 2019 Town Council Meeting.
10. Planning & Zoning Board Appointment Resolution by Danowski – Veronica Close
11. Goren, Cherof, Doody & Ezrol, P.A. Invoice for April 2019

DISTRICT BUSINESS CONSENT AGENDA

12. Approval of Warrant No. 2019- DD___ authorizing reimbursement to Town for Water Control District expenditures. (Note a Resolution marked "DD" indicates an action of the Dependent District by the Town Council acting as the District Board of Supervisors)

PUBLIC HEARING-QUASI JUDICAL

13. Resolution No. 2019-27 Groves Town Center PUD Plat.

REGULAR AGENDA

14. Resolution No. 2019-028 Groves Town Center Restrictive Covenant and Limited Access and Conservation Easement.

15. Selection of Web Services Providers for website redesign, ADA compliance and related items.

16. Report for OGEM (Open Grade Emulsion Mix) Loan Audit - Rick Hartley

17. Munilytics – Update Contract status for Assessment Analytics scope of work and completion.

18. Discussion/direction for selection of Town Attorney/Firm resignation (Interim Appointment).

PUBLIC HEARING

19. Final Reading of Ordinance No. 2019-01 Codifying Water Control District Special Action.
(This item was continued from the April 2nd RTCM Agenda. Administration requests to pull this item from this agenda and rescheduled pending outcome on town/dependent districts assessments contract work contract completion on this agenda).

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CODIFYING THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT SPECIAL ACTS AS ORDINANCES OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO CHAPTER 2018-245, LAWS OF FLORIDA; AMENDING THE LANGUAGE FROM THE SPECIAL ACTS TO CONFORM TO THE PROVISIONS OF CHAPTER 2018-245 AND TO THE DISTRICT NOW BEING A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, AS REFLECTED ON EXHIBIT "A" HERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

TOWN STAFF REPORTS

20. Town Manager Report

21. Finance Report

22. Town Attorney Report

TOWN COUNCILMEMBER REPORTS

23. Councilmember Danowski requested discussion items:

- Sod Farm Update
- Pro-Bono Landscaping and Maintenance Services

24. Councilmember Demarois requested discussion items:

- Okeechobee Speed Limits
- B-Road, OGEM & Budgeted Road Projects
- Loxahatchee Groves Elementary

25. Councilmember El Ramey requested discussion items:

- TBA

26. Councilmember Maniglia requested discussion items:

- Waste Services contracts
- Code Enforcement/Law Enforcement Priorities

27. Councilmember Shorr requested discussion items:

- Palm Beach County Parks Meeting and collaboration
- Road Projects: Paving, Construction and Pilot project samples
- Capital Fund Plan Priorities

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.

Public Works Report of

Dependent Water Control District Activities

By Larry A. Peters, P.E.

Director of Public Works

May 1, 2019

Road Grading Schedule:

In accordance with the Town Councils request, the road grading schedule has been doubled. Major Lettered Roads, Collecting Canal Road, South North Road, Folsom Road, East "G", and East 25th are now being graded every Friday and again on every Monday, weather permitting. The schedule for the remaining 27.5 miles of dirt roadways has also been doubled.

(See attached revised Town Grading Schedule).

Road Repairs and the additional Base Rock:

Our road crew has placed 5,000 tons of base rock YTD, on multiple minor Town Roads, such as 6th Court, 131st., 160 Ave., 161 Terrace, Temple, Raymond Drive, Pineapple, Citrus, East Citrus, North (40 St.) and 43 Street North, along with major roads, the South end of "B", North of Okeechobee, Collecting Canal, South North Road, South "D" at the Southern Blvd., intersection, and Folsom.

The Road Crew also addresses, berm replacement, washouts, and potholes as the need arises.

On-going Road Projects:

OGEM Roads Resurfacing:

There are approximately 10 miles of OGEM Roads that should have been sealed after 5 years of installation. There is a product called "Micro-Resurfacing" where the surface of the OGEM is first cleaned, then a layer of the slurry is placed to even the uneven areas, and lastly a 3/8" thick "Micro-Surface" is applied.

Note: This procedure should only be applied to the sections of the OGEM Roads that are in fairly good condition. The cost for this product is $3.00 to 3.50/SY. The total cost for resurfacing the +/- ten miles should not exceed $350,000.00

OGEM Roads in Disrepair:

There are multiple areas throughout the Town that the OGEM roads are in varying degrees of disrepair. There are various ways of performing this repair, therefore, we have designated a specific location, a "Pilot" project and requested bids from local paving repair companies, to bid on a 380 LF x 19 LF wide section of OGEM on Folsom Drive between Okeechobee and Compton. (Please see the attached)

OGEM Roadways:

Due to the narrowness of the OGEM roadways, and inadequate roadway drainage, most all OGEM roadways throughout the Town, are in disrepair. The roadways are too narrow for two way traffic, therefore, in order to allow traffic to pass, the Northbound, (on Lettered Roads), or Eastbound (on North Road), or Westbound (on Collecting Canal Road), traffic must drive off the roadway in order to allow Southbound (on Lettered Roads), or Westbound (on North Road), or Eastbound (on Collecting Canal Road, traffic to pass. In most cases the edge of the roadway, has deteriorated, due to large trucks, at high rates of speed, driving on and off the roadway, in standing water. A solution to this circumstance is to obtain 'Roadway and Drainage Easements', for the length of the roadway. As easements are being obtained, drainage structures are now being installed. When all easements have been acquired, the drainage is in place, and funding is available, all OGEM roadways could be widened to a minimum of 20' wide, with a 2' stabilized berm on the East, South and North, side of each roadway.

Note: An alternate method for widening the roadway is to place asphalt millings along the side of the OGEM roadway, 2' to 4' wide, by 6" thick asphalt millings.

In concert with the widening of Southern Boulevard, millings will be available, at no cost to the Town.

Canal Bank Repairs:

In many locations of the Towns 30 miles of Canals, the Canal Banks, and roadway berms are in disrepair and are falling into the Canals.

These banks need to be reconstructed with a 3' minimum rip rap base, in order for the bank not to erode when the canals are rapidly lowered before and during a storm event. The banks then need to receive strippings soil, compacted to a 1.5 to 1 slope, and sodded. The estimated cost of the canal bank restoration is $50.00 to $60.00 per lineal foot.

We currently have a bid to replace the Canal Bank and Berm along "A" Road from Okeechobee Blvd. to 100 LF North, for $6,100.00. This is a specific area of safety concern. (see attached photo and bid).

RFP for Replacement of Collecting Canal Culvert:

We have been directed to advertise an RFP for the replacement of the Collecting Canal Culvert at the intersection of 'C' Road.

Canal Vegetation Control:

Public Works provides continued monitoring of Canal Vegetation Control by Aquagenix.

Canal Gates and Telemetry:

All canal gates and control structures are currently receiving preventive maintenance and daily monitoring. We recently replaced a SCADA system electronic telemetry control circuit board and replaced back up batteries at Gate 'A'. The Canal Gate structure system at Gate 'A' canal, also needs to have the transducer replaced. Materials cost $1400.00.

The Canal Gate at the West 'D' control structure is leaking and is need of gasket replacement and/or repair.

Intake Pump:

Our team currently runs the canal intake pump daily, including on Saturdays, by an on-call employee on overtime, unless there is a predicted rain event.

We are currently up to date with the quarterly reporting of the amount of water withdraw from the SFWMD's C-51 Canal.

There are three on-going projects associated with the intake pumping system.

1. **Pump**: The Pump should have been removed and maintenance performed every five (5) years. The costs for removing and repairing the pump was last quoted at not to exceed $25,000.00.
2. **Motor**: There is an old 150 HP electric motor that drives the pump. This motor will need to be replaced at any time. We should have a stand-by motor ready for replacement for $10,000.
3. **Motor Starting System:** We have a previous bid and selected a contractor to replace the existing antiquated electrical motor starter system with a "Soft Start", Float Controlled, and Timer for the "Non-Peak Hour use of FPL Power" starter system. The price was $9,500.00.

Hurricane Preparedness:

Emergency Generators: The Public Works Supervisor periodically starts the existing Emergency Generator to ensure it will run when needed.

Note: The main control circuit board for the generator needs to be replaced. The cost for this board is $1,900.00.

ATS: The Automatic Transfer Switch does not currently work and we are working to solve the issue. We found a bad battery, in the low voltage control system.

Hurricane Debris Removal:

The Assistant Town Manager is currently reviewing multiple "Piggy Back" options for a debris removal company for the Hurricane season.

Roadway Signage:

There have been multiple instances where, large horse trailers, landscape company trailers, car haulers, etc. cut corners of our roadway intersections, too closely, and run over our street signs. We are continually replacing roadway signage.

The most significant are "Safety Issues", the "Stop" signs, and the "Speed Hump" signs.

We have recently purchased more than $3,000.00 of new Stop Signs, Speed Hump Signs, and Road Name signs, and are in the process of installing

All "Stop Signs" have been replaced, and all 142 "Speed Hump Signs", have been repaired and/or replaced. Road Name Signs are being installed as time and resources permit.

Speed Humps:

We are proposing to re-painting, and add reflective glass beads, to all 142 speed humps.

We are currently doing a "Pilot" project to paint two (2) speed humps, on (5) different roadways, ten (10) humps total as a test case.

The material cost associated with this test project is $300.00, or $30.00/speed hump. The total project material cost of re-painting all 142 speed humps is: $4,000.00 +/-. The paint is quick drying and can be applied one lane at a time.

Mowing:

Mowing of Equestrian Trails: Continuously.

Mowing of Canal Banks, and Roadway Berms: Continuously.

Mowing of Town Hall and the Public Works Facility, each Friday.

Mowing of "Sight Triangles" for intersections, and signage: As needed.

Note: Our small Canal Bank Mower, is a 2007, twelve (12) years old, and has 5,000 hours of run time.

Our: Boom Mower, is six (6) years old, with 5,000 hours, of run time.

In order to maintain the current mowing schedule, we will soon be coming before Council for an additional equipment operator and a new Bank Mower.

Security Cameras:

Our team installed a timer for the "Flag Pole" Light and have provided constant power to the Security Camera systems. The cameras at the Public Works main gate are not currently working due to a faulty antenna.

Fuel Tanks and Oil Drum Containment Vessels:

We recently purchased an additional duel 55-gallon drum spill containment unit, and we are now in compliance with the DEP containment regulations, for the fuel tanks, new and used oil drums, in the containment area.

Fire Extinguishers:

We replaced and/or updated (tagged) all sixteen (16) Fire Extinguishers and are currently in compliance. Two (2) in the office, two (2) in the shop, wo (2) in the shed, and one in each piece of equipment.

First Aid Kits:

We added a First Aid "Eye Wash Station" within ten seconds, of our fuel storage area, and have updated all First Aid Kits, and are in OSHA Compliance regarding First Aid.

Equipment Maintenance and Repair:

1996-Ford Pick-up:

Replaced the brakes master cylinder.

Replaced the breaks ABS Cylinder.

Repaired the Steering Linkage.

2000- Sterling Dump Truck:

- Replaced the Rear wheel seals.
- Replaced the Rear Brakes.
- The "Cover" Tarp.
- The Side Boards.
- A broken spring leaf.
- Batteries.

2005-Ford Pickup

- Replaced all 4 tires and the Battery.

John Deere 5325 Tractor:

- Replaced the mover blade hydraulic control cylinder.
- Replaced he PTO Systems Sight Glass

John Deere 5055:

- Replaced a Rear Tire
- Replaced the Mower Blades

John Deere 6105:

- Replaced mower blades
- Replaced the Batteries

John Deere- Grader

We are on our third set of blades, at $300.00/set.

We replace the DEF Pollution Control Solution every two (2) weeks.

Note: We are currently averaging 4.8 hours per day and could exceed our annual lease allowance of 1500 hours per year at the new schedule rate.

Small Tools

A pressure cleaner, small portable pump generators, chain saws, and various gasoline driven small tools, and equipment, have been rebuilt by our maintenance crew. We have replaced carburetors and fuel lines damaged by ethanol fuel. We have since changed our fuel to non-ethanol-rec 90 fuel.

Employee Uniforms:

The Water Control District is currently in the final year of a five (5) year contract with Cintas Corporation, for Cintas to provide Uniform Services for employees, and the contract will expire February 2020. In lieu of renewing the contract and since the Town being a Public Sector, now qualifies to participate in a Community Service Agreement offered to municipal communities. The Town Manager or his designee is permitted to sign this new contract at a 36% savings to the Town.

Note: The New Rates will start and Cintas has agreed to provide new uniforms to all employees, at no additional cost, upon signing the agreement. (See Attached).

Building Permit and Floodplain Development Applications:

In addition to the administration of all of the above activities, the Public Works Director periodically meets with Town Residents, Engineers, on site visits, and is responsible for the review of all permits, and FDA Floodplain Development Applications.**Ongoing Drainage Projects**

The Public Works Director assists in obtaining easements, selecting roadway drainage locations, and monitoring of the construction and payments of all the Town Drainage projects which are critical to roadway maintenance.

Trash Bins:

The Public Works Department has been an integral part in the assembling and distribution of Trash Bins.

Public Works Employee Training:

All of the Town's Public Works Employees, have CDL license, and various other certifications, however, some certificates are renewable every two years, and have expired.

The Team Members have volunteered to take additional training courses to bring the licenses up to date.

Mike Capocefalo has agreed to take additional OSHA training, and to then accept the responsibility as the new Public Works OSHA representative.

David Lewis has agreed to take additional MOT, Maintenance of Traffic, training, in order for the team to be in compliance, for flagmen to assist in road maintenance.

All employees have agreed to participate in a joint classes for renewal of AED/CPR Certificates.

I have recently completed 18 hours of continuing education for the Professional Engineers License renewal.

Governmental Regulatory Coordination:

As a Licensed Professional Engineer, the Director, coordinates with the following governmental entities:

SFWMD – The South Florida Water Management District, requirement of the Town's twenty (20) year C-51 withdraw permit agreement.

FDOT – The Florida Department of Transportation, in concert with the ongoing Southern Boulevard roadway widening and drainage project.

FLC – The Florida League of Cities, Risk and Safety.

FEMA – Florida Emergency Management Association, Flood control projects.

DEP – Department of Environmental Protection, compliance.

and all other local municipalities, county, state, and federal, entities associated with Town activities.

Revised Town Roads Grading Schedule

APRIL 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2019

JUNE 2019

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3 Weekly	4
5	6	7	8 Semi-Monthly	9	Weekly 10	11
12 Mother's Day	13	14	15 Monthly	16	Weekly 17 Bi-Monthly	18
19	20	21	22 Semi-Monthly	23	Weekly 24	25
26	27 Memorial Day	28	29 Monthly	30	Weekly 31 Bi-Monthly	1

Semi-Monthly 160 th Street North, 161st Terrace North, 22nd North C Road, 24th Court North (E & W. F. Rd.) (Wilson) Casey Road, Flamingo Drive, Paradise Trail Raymond Drive Global Trail

Monthly West C rd Williams Drive Roberts Way Timberlane Pl San Deigo Los Angeles 11th Terrace West D rd Temple Dr, Loxahatchee Ave Citrus Dr, Rackley Rd Hyde Park Rd Farley Lane Fox Trail Edith Trail Kery Lane 24th Ct. North 25th Place North rd Kazee Rd 43rd N 147th Ave N

Bi-Monthy Roads 12th Place N 13th Place N 131st Terrace N 14th Place N 22nd Rd N 24th rd N 22nd Ct N 23rd Ct N 24th Court N March Circle

Letter Roads A, B, D, E, East G Square, East 25th, Folsom Collecting Canal and South North Road (Mondays & Fridays)

Weekly Roads: Gruber, South C, West G, West 25th, Pineapple, Tangerine, E. Citrus (Friday)

MAY 2019

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19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2019

JULY 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27 Memorial Day	28	29	30	31	1
2	3	4	5 Semi-Monthly Roads	6	Weekly 7	8
9	10	11	12 Bi-Monthly Roads	13	Weekly 14 Bi-monthly Roads	15
16 Father's Day	17	18	19 Semi- Monthly Roads	20	Weekly 21	22
23	24	25	26 Bi-Monthly Roads	27	Weekly 28 Bi-monthly Roads	29
30	1	2	3	4 Independence Day	5	6

160 th Street North | 161st Terrace North | 22nd Road North C Rd | 24th Court North (E & W. F Rd.) | (Wilson) Casey Road | Flamingo Drive

Paradise Trail Raymond Drive Global Trail

Monthly West C rd Williams Drive Roberts Way Timberlane Pl San Deigo Los Angeles 11th Terrace West D rd Temple Dr, Loxahatchee Ave Citrus Dr, Rackley Rd Hyde Park Rd Farley Lane Fox Trail Edith Trail Kery Lane 24th Ct. North 25th Place North rd Kazee Rd 43rd N 147th Ave N

Morrow Court Bunny Lane Snail Rail Forest Lane Scotts Place West D rd Valencia Dr

Letter Roads A, B, D, E, East G Square, East 25th, Folsom Collecting Canal and South North Road (Mondays & Fridays)

Weekly Roads: Gruber, South C, West G, West 25th, Pineapple, Tangerine, E. Citrus (Friday)

JUNE 2019

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30						

JULY 2019

AUGUST 2019

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3 Bi-Monthly Roads	4 Independence Day	Weekly 5	6
7	8	9	10 Monthly Roads	11	Weekly 12	13
14	15	16	17 Bi-Monthly Roads	18	Weekly 19 Bi-Monthly Roads	20
21	22	23	24 Semi-Monthly Roads	25	Weekly 26 Bi-Monthly Roads	27
28	29	30	31 Bi-Monthly Roads	1	2	3

160 th Street North | 161st Terrace North | 22nd Road North C Rd. | 24th Court North (E & W. F Rd.) | (Wilson) Casey Road | Flamingo Drive

Paradise Trail · Raymond Drive · Global Trail

Monthly West C rd · Williams Drive · Roberts Way · Timberlane Pl · San Deigo · Los Angeles · 11th Terrace · West D rd · Temple Dr, Loxahatchee Ave · Citrus Dr, Rackley Rd · Hyde Park Rd · Farley Lane · Fox Trail · Edith Trail · Kery Lane · 24th Ct. North · 25th Place North rd · Kazee Rd · 43rd N · 147th Ave N

Ian Trail · 42nd St N · 44th St N · 34th Place N · Tripp Road · 24th Ct North · 24th Circle N

Letter Roads A, B, D, E, East G Square, East 25th, Folsom Collecting Canal and South North Road (Mondays & Fridays)

Weekly Roads: Gruber, South C, West G, West 25th, Pineapple, Tangerine, E. Citrus (Friday)

JULY 2019

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21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2019

SEPTEMBER 2019

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22	23	24	25	26	27	28
29	30					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1 Bi-Monthly Roads	Weekly 2 Bi-Monthly	3
4	5	6	7 Monthly Roads	8	Weekly 9	10
11	12	13	14 Bi-Monthly Roads	15	Weekly 16 Bi-Monthly	17
18	19	20	21	22	Weekly 23	24
25	26	27	28 Bi-Monthly Roads	29	Weekly 30	31

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Pineapple Dr Six Court N East Six Court North West

Letter Roads A, B, D, E, East G Square, East 25th, Folsom Collecting Canal and South North Road (Mondays & Fridays)

Weekly Roads: Gruber, South C, West G, West 25th, Pineapple, Tangerine, E. Citrus (Friday)

AUGUST 2019

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2019

OCTOBER 2019

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20	21	22	23	24	25	26
27	28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day	3	4 Bi-Monthly Roads	5	Weekly 6 Bi-Monthly Roads	7
8	9	10	11 Monthly Roads	12	Weekly 13	14
15	16	17	18 Bi-Monthly Roads	19	Weekly 20 Bi-Monthly Roads	21
22	23	24	25 Monthly Roads	26	Weekly 27	28
29	30	1	2	3	4	5

160 th Street North | 161st Terrace North | 22nd Road North C Rd | 24th Court North (E & W. F Rd.) | (Wilson) Casey Road | Flamingo Drive

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12th Place N 13th Place N 131st Terrace N 14th Place N 22nd Rd N 24th rd N 22nd Ct N 23rd Ct N 24th Court N March Circle

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SEPTEMBER 2019

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2019

NOVEMBER 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2 Bi-Monthly Roads	3	Weekly 4 Bi-Monthly Roads	5
6	7	8	9 Monthly Roads	10	Weekly 11	12
13	14 Columbus Day	15	16 Bi-Monthly Roads	17	Weekly 18 Bi-Monthly Roads	19
20	21	22	23 Monthly Roads	24	Weekly 25	26
27	28	29	30 Bi-Monthly Roads	31 Halloween	1	2

160 th Street North | 161st Terrace North | 22nd Road North C Rd | 24th Court North (E & W. F Rd.) | (Wilson) Casey Road | Flamingo Drive

Paradise Trail | Raymond Drive | Global Trail

Monthly West C rd | Williams Drive | Roberts Way | Timberlane Pl | San Deigo | Los Angeles | 11th Terrace | West D rd | Temple Dr, Loxahatchee Ave | Citrus Dr, Rackley Rd | Hyde Park Rd | Farley Lane | Fox Trail | Edith Trail | Kery Lane | 24th Ct. North | 25th Place North rd | Kazee Rd | 43rd N | 147th Ave N

Morrow Court | Bunny Lane | Snail Rail | Forest Lane | Scotts Place | West D rd | Valencia Dr

Letter Roads A, B, D, E, East G Square, East 25th, Folsom Collecting Canal and South North Road (Mondays & Fridays)

Weekly Roads: Gruber, South C, West G, West 25th, Pineapple, Tangerine, E. Citrus (Friday)

OCTOBER 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2019

DECEMBER 2019

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31 Halloween	1 Weekly; Bi-Monthly Roads	2
3	4	5	6 Monthly Roads	7	8 Weekly	9
10	11 Veterans Day	12	13 Bi-Monthly Roads	14	15 Weekly; Bi-Monthly Roads	16
17	18	19	20	21	22 Weekly	23
24	25	26	27 Bi-MonthlyRoads	28 Thanksgiving Day	29 Weekly; Bi-Monthly Roads	30

160 th Street North | 161st Terrace North | 22nd Road North C Rd. | 24th Court North (E & W. F Rd.) | (Wilson) Casey Road | Flamingo Drive

Paradise Trail Raymond Drive Global Trail

Monthly West C rd Williams Drive Roberts Way Timberlane Pl San Deigo Los Angeles 11th Terrace West D rd Temple Dr, Loxahatchee Ave Citrus Dr, Rackley Rd Hyde Park Rd Farley Lane Fox Trail Edith Trail Kery Lane 24th Ct. North 25th Place North rd Kazee Rd 43rd N 147th Ave N

Ian Trail 42nd St N 44th St N 34th Place N Tripp Road 24th Ct North 24th Circle N

Letter Roads A, B, D, E, East G Square, East 25th, Folsom Collecting Canal and South North Road (Mondays & Fridays)

Weekly Roads: Gruber, South C, West G, West 25th, Pineapple, Tangerine, E. Citrus (Friday)

NOVEMBER 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2019

JANUARY 2020

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Bi-Monthly Roads	5	Weekly 6 Bi-Monthly Roads	7
8	9	10	11 Monthly Roads	12	Weekly 13	14
15	16	17	18 Bi-Monthly Roads	19	Weekly 20 Bi-Monthly Roads	21
22	23	24	25 Christmas	26 Monthly Roads	Weekly 27	28
29	30	31	1 New Year's Day	2	3	4

160 th Street North | 161st Terrace North | 22nd Road North C Rd | 24th Court North (E & W. F Rd.) | (Wilson) Casey Road | Flamingo Drive
Gruber Lane Paradise Trail Raymond Drive Global Trail **Total 5.41**

Monthly West C rd Williams Drive Roberts Way Timberlane Pl San Deigo Los Angeles 11th Terrace West D rd Temple Dr, Loxahatchee Ave Citrus Dr, Rackley Rd Hyde Park Rd Farley Lane Fox Trail Edith Trail Kery Lane 24th Ct. North 25th Place North rd Kazee Rd 43rd N 147th Ave N

Pineapple Dr Six Court N East Six Court North West

Letter Roads A, B, D, E, East G Square, East 25th, Folsom Collecting Canal and South North Road (Mondays & Fridays)

Weekly Roads: Gruber, South C, West G, West 25th, Pineapple, Tangerine, E. Citrus (Friday)

OGEM Re-surfacing Back-up

NORTH FLORIDA EMULSIONS

HOME SERVICES CUSTOMERS ABOUT CONTACT

MICRO-SURFACING

Micro-surfacing is a preventative maintenance service to overlay oxidized asphalt using a mixture of dense-graded aggregate, polymer modified asphalt emulsion, water, mineral fillers and other additives. The polymer modified emulsion and other additives allow micro-surfacing to cure more quickly so it can be placed in greater depths from 1/4" to 1/2" per pass.

Micro-surfacing is stronger and provides superior durability to slurry seal. The quick setting micro-surfacing emulsion allows traffic to return in about an hour.

Microsurfacing is typically available in two aggregate sizes. Type II uses a coarse aggregate and is used for all applications including roads, residential areas, highways and airports. Type III uses the coarsest aggregate and is used on higher traffic pavements, including freeways, high speed roads, industrial applications and runways.

SITE SELECTION

Pavement candidates may be asphalt or concrete pavements in good structural condition with low surface distress, raveling and minor rutting. It's well suited for:

- **High traffic roads** because its quick setting emulsions allow both quick traffic return and night construction.
- **Airport runways and taxiways** because the high friction surface provides excellent skid resistance with no loose aggregates to damage engines or propellers.
- **Residential streets** because of its deep black color that enhances the appeal of the neighborhood and a smooth surface that is conducive to biking and rollerblading.

Micro Surfacing Costs

Single Layer $2 - 3 / sq. yard
Double Layer $3 - 4 / sq. yard

Call us for a free, no-risk, quote

386.328.1733

Copyright © North Florida Emulsions, Inc. 2014

OGEM Repair Pilot Project

WBI CONTRACTING OF PALM BEACH, INC.
1544 "B" Road
LOXAHATCHEE, FL 33470
PHONE 561-718-3319 EMAIL jorgeperezatwbi@aol.com

PROPOSAL/CONTRACT

Proposal submitted to: Town of Loxahatchee Groves
155 F Road
Loxahatchee, Fl 33470
Phone: 561-793-2418
Email: dpw@loxahatcheegrovesfl.gov
Contact: Larry Peters

April 25, 2019
Proposal submitted by Jorge Perez
Job Name: Folsom Road Paving Overlay Repair

We offer the following proposal subject to the terms outlined as follows:

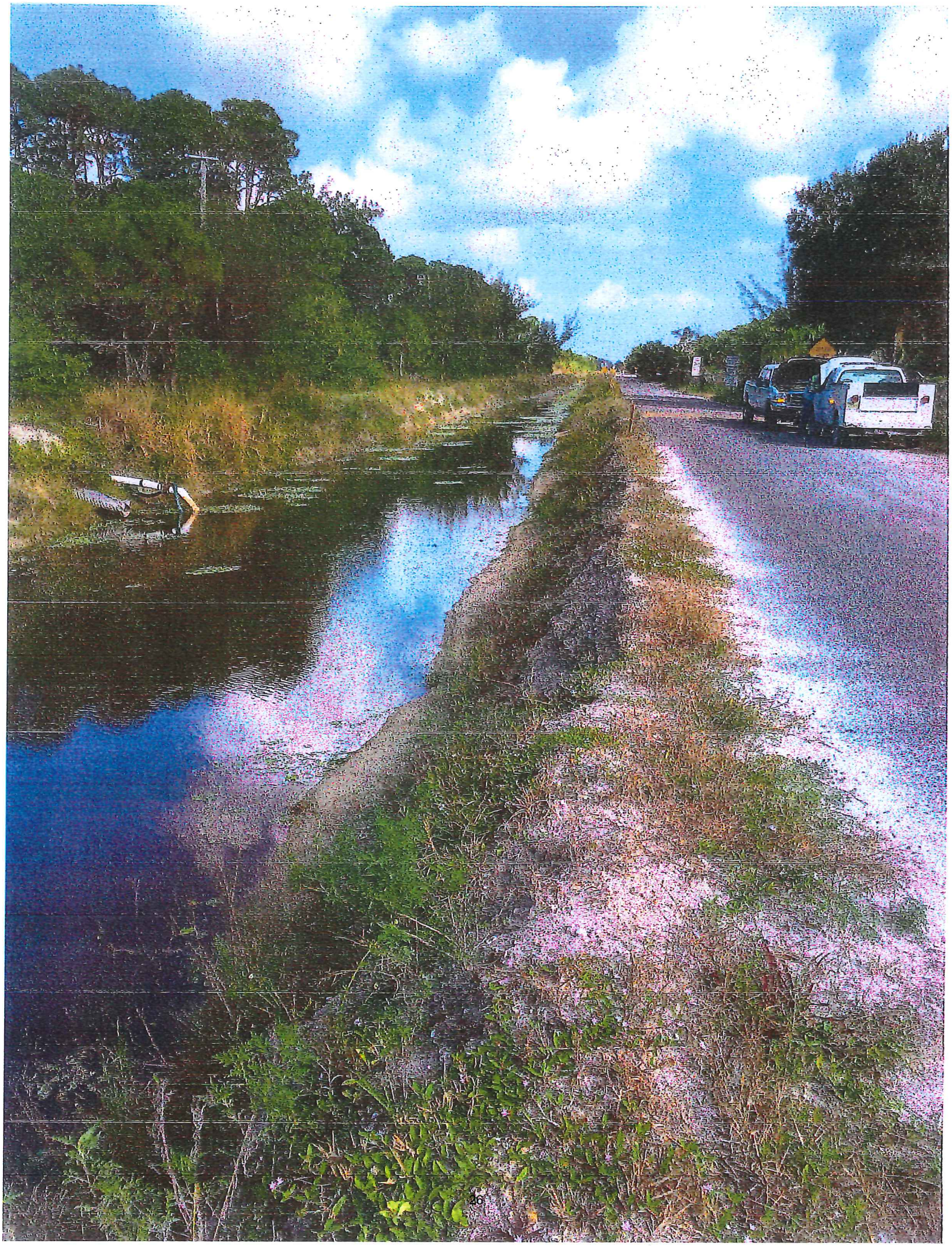
PAVING OVERLAY
Clean areas to be paved of all loose particles and debris
Saw cut & remove damaged areas
Patch Holes in Existing OGEM Road
Saw cut and remove 2 feet of existing roadway where repair starts and ends.
Apply Tack oil bonding agent to ensure proper adhesion between surfaces
Install 1.25" of Type S-III Hot asphalt
M.O.T. as needed to maintain one lane open

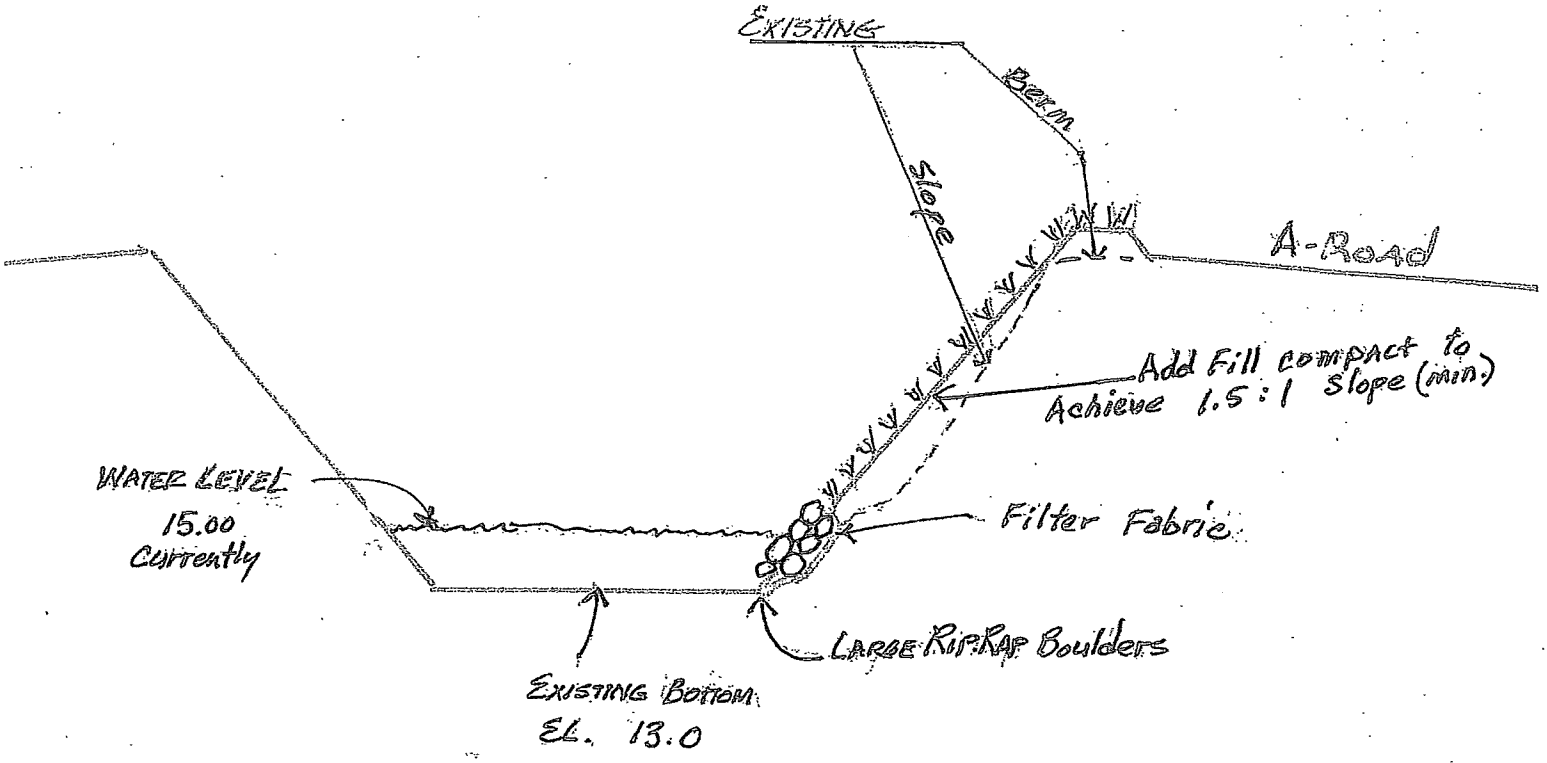
TOTAL BID: $21, 998.00

* This price is for 9600 s.f. of overlay, permits by others.
Payment to be made as follows: Lump sum amount of 14 days of Invoice date
No density testing or surveying included.
PRICES VALID FOR 30 DAYS

Accepted by:_____

A Canal Bank Restoration





Proposed CANAL Restoration

DEERE
60G

WBI CONTRACTING OF PALM BEACH, INC.
1544 "B" Road
LOXAHATCHEE, FL 33470
PHONE 561-718-3319 EMAIL jorgeperezatwbi@aol.com

PROPOSAL/CONTRACT

Proposal submitted to: Town of Loxahatchee Groves
155 F Road
Loxahatchee, Fl 33470
Phone: 561-793-2418
Email: dpw@loxahatcheegrovesfl.gov
Contact: Larry Peters

January 2, 2019
Proposal submitted by Jorge Perez
Job Name: 2100 B Road Canal Bank Restoration

We offer the following proposal subject to the terms outlined as follows:

CANAL BANK RESTORATION- 100 l.f.
Import, place, and compact fill for slopes
Grade slopes to a minimum 1.5:1
Place fabric & stack rubble rip rap 3 feet high along waters edge
Remove and restore existing berm at a lower grade
Stabilize slope from rubble to top of berm with bahia sod
M.O.T. as needed

TOTAL BID: $6,100.00

The following unit prices will be honored within the Town limits:
100 l.f. or more = $61.00 per l.f.
21-99 l.f. = $71.00 per l.f.
0- 20 l.f. = $82.50 per l.f.

Payment to be made as follows: Lump sum amount of $6,100.00 14 days of Invoice date
No density testing or surveying included, Silt or sand removal and disposal to be completed by Town of Loahatchee Groves Equipment & Personnel .
PRICES VALID FOR 30 DAYS

Accepted by:_____

Intake Pump Back-up

SULLIVAN ELECTRIC & PUMP, INC.
1942 8th Ave North Lake Worth, FL 33461
Florida License #EC0001117
Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
1/11/2019	11057

Billing Address	Ship Address
Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470	Southern Blvd Transfer Pmp Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470

Quote By	Due Date	P.O. No.
Gary	4/29/2018	

Item	Description	Qty	U/M	Total
Description	WE ARE PLEASED TO PRESENT THIS PROPOSAL TO INCLUDE THE FOLLOWING: - DEMO EXISTING MANUAL REDUCE VOLTAGE 150 HP MOTOR STARTER. - INSTALL 150 HP 480 VOLT 3 PHASE ELECTRONIC SOFT START MOTOR STARTER IN NEMA 1 ENCLOSURE AND HAND OFF AUTOMATIC SWITCH AND DIGITAL TIME CLOCK FOR OPERATING CONTROL IN AUTOMATIC POSITION WITH AUTOMATIC LEVEL CONTROL SYSTEM. - ELECTRICALLY DISCONNECT EXISTING 150 HP 445T FRAME MOTOR AND REMOVE. - TRANSFER TO SHOP FOR REMOVAL OF SHEAVE. - INSTALL SHEAVE ON NEW MOTOR AND TRANSFER BACK TO SITE AND INSTALL OF NEW MOTOR. - CONNECT NEW MOTOR AND VERIFY CORRECT ROTATION . QUALIFICATIONS: - EXISTING SHEAVE IS ASSUMED TO BE			0.00

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications --
-Labor to date is not included unless itemized in the quotation above.
-Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
-Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
-Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --
-Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.
Warranty --
-1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC. 90 Days on Labor by Sullivan Electric & Pump, INC
-Warranty excludes consequential and acts of God damage
-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals
A deposit is required on manufactured or special order products.

SULLIVAN ELECTRIC
& PUMP, INC.
1942 8th Ave North Lake Worth, FL 33461
Florida License #EC0001117
Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
1/11/2019	11057

Billing Address	Ship Address
Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470	Southern Blvd Transfer Pmp Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470

Quote By	Due Date	P.O. No.
Gary	4/29/2018	

Item	Description	Qty	U/M	Total
	RE-USABLE. - PERMITTING NOT INCLUDED IF REQUIRED. - ALLOW 24 HOUR DOWNTIME. QUOTED BY: GARY T. SULLIVAN C.E.C.			

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications --
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E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
1/11/2019	11057

Billing Address
Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470

Ship Address
Southern Blvd Transfer Pmp Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470

Quote By	Due Date	P.O. No.
Gary	4/29/2018	

Item	Description	Qty	U/M	Total
50000	WEG SSW070200T5SZ 150 HP 480 VOLT 3 PHASE SOFT START.	1		2,418.54
Freight	Freight	1		60.00
50000	WEG REMOTE HMI AND CARD WEG HMI-SSW07-REM-RS485	1		271.99
50000	N412202012CLG AUTO 20 X 20 X 12 NEMA 4 VENTED ENCLOSURE	1		392.00
50000	WAVK0604 AUTO 4.37 X 6.25 VENT	2		93.52
50000	WAFLT64 AUTO FILTER KIT	2		125.00
50000	MISCEL CONDUIT AND WIRE	1		668.00
LABEL-ARC BILI...	BILINGUAL ARC FLASH LABEL 3" X 5"	1		6.11
50000	ETL PANEL LISTING WITH DIAGRAM	1		167.00
TIMER-PANEL M...	PANEL MOUNT DIGITAL TIMER	1	ea	140.00
PH150MQMJ	150 VA, 1 PHASE, 240/480 VAC PRIMARY - 120/240 VAC SECONDARY CONTROL X-FORMER	1	ea	112.34
HCTR1	1 AMP 600 VOLT TIME DELAY CLASS CC FUSE	3		48.60
7466	RELAY BASE 8 PIN OCTAGAL 600 V TIME MARK 51012001	1		10.67
RELAY-LIQUID L...	LIQUID LEVEL RELAY, 8 PIN, 120 VOLT, 10 AMP PNR110A	1	ea	111.53
50000	LIQUID LEVEL PROBE	3		0.00

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

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SULLIVAN ELECTRIC & PUMP, INC.
1942 8th Ave North Lake Worth, FL 33461
Florida License #EC0001117
Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
1/11/2019	11057

Billing Address
Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470

Ship Address
Southern Blvd Transfer Pmp Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470

Quote By	Due Date	P.O. No.
Gary	4/29/2018	

Item	Description	Qty	U/M	Total
PVC12	PVC CONDUIT 1/2" SCH 40	20		6.04
PVC12-80	PVC CONDUIT 1/2" SCH 80	40		20.69
PVFA05	1/2" PVC CONDUIT FEMALE ADAPTER	1		0.01
PVTA05	1/2" PVC CONDUIT TERMINAL ADAPTER	1	ea	0.29
PVCP05	1/2" PVC CONDUIT COUPLING	10	ea	2.10
PVEL90 05	1/2" PVC CONDUIT 90 DEG ELBOW SCH 40	5		3.45
PVLB05	1/2" PVC LB ACCESS FITTING	2		7.80
PV2HS05	1/2" 2 HOLE PVC STRAP	10		5.20
WIRE-12-STR-BL...	#12 STR BLACK 500'	250	ft	45.56
AD/ECX2051-127L	22MM LED PILOT LIGHT 120 VOLT RED " High Level"	1	ea	10.87
LABEL-BLANK B...	1" X 3" ENGRAVABLE BLANK BLUE ON WHITE " High Level"	1	ea	14.00
50000	Misc. Materials	1		167.00
7770	LIQUID LEVEL PROBE WARRICK 3W2	3	ea	147.79
50000	150 HP 445T FRAME 1200 RPM MOTOR TOTALLY ENCLOSED FAN COOLED.	1	ea	9,267.98
MOTOR TERMIN...	40-150 HP MOTOR TERMINATION TO INCLUDES, SPLIT BOLTS, CRIMPS, TAPE, CONNECTORS ETC. FOR STANDARD MOTOR CONNECTION.	1		102.00
50000	Misc. Materials	1	ea	83.50
Freight	Freight Estimate for Motor FOB Miss	1		500.00
Shop Labor	Shop Labor	4		320.00

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

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E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
1/11/2019	11057

Billing Address
Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470

Ship Address
Southern Blvd Transfer Pmp Loxahatchee Groves Water Control District PO Box 407 Loxahatchee, FL 33470

Quote By	Due Date	P.O. No.
Gary	4/29/2018	

Item	Description	Qty	U/M	Total
Electrician	Electrician	24		1,920.00
Service Technician	Service Technician	16		1,440.00
12 Ton Crane Service	12 Ton Crane Service (2 MAN CREW)	12		1,800.00
50000	3 YEAR PARTS ONLY WARRANTY ADD $ 2,000.00. WARRANTY EXCLUDES ACT OF GOD DAMAGE.	0	ea	0.00

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications --
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Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Subtotal	$20,489.58
Sales Tax (6.0%)	$0.00
Total	$20,489.58

Terms --
-Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted. Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.
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A deposit is required on manufactured or special order products.

Signature: _____

Authorized By (Print Name) _____

Date Approved _____

BETTER PUMPS, BETTER SERVICE, BEST VALUE

TRU-FLO CORPORATION
924 NW 13TH STREET
PO BOX 248
BELLE GLADE, FLORIDA 33430
TELS (561) 996-5850 (561) 996-3082
FAX (561) 996-0782

December 14, 2018

Town of Loxahatchee Groves
115 F Road
Loxahatchee Groves, FL 33470

Subject: Irrigation pump repair

With reference to the 48" vertical pump we recently inspected at your facility, at a minimum, we expect it will require the following basic repairs:

Replace top thrust bearing
Replace all seals
Replace bottom bronze bushings
Repair shaft at seal area
Replace marine bearing
Replace all lubricants
Replace all gaskets and hardware
Touch up impeller
Rebalance impeller
Repair shell, incidental weld repairs
Clean and paint with rust inhibiting paint

Your Cost: $11,400 plus tax if applicable, FOB our yard.

Note: Upon disassembly, we may find that the pump will require more repairs than those anticipated above. Specifically, it may require a new Center Tube or Shaft, the Impeller may need re-blading or replacing, the shell may require extensive welding or patching, and or the wear band may need replacing if it is too thin. If this should be the case, we will amend our cost estimate, and discuss it with you before proceeding with the project.

For budget purposes, as a worst case scenario, we can say that if the pump were to require all of the possible additional repairs above, you could expect the total cost to be as high as $24,000.00.

Julio Sanchez
Tru-Flo Corporation

FPI Pumps 814 NW 3rd STREET POMPANO BEACH, FL 33060 USA PHONE: (954) 946-3066 FAX: (954) 946-3111 EMAIL: bmiller@fpipumps.com	FPI Pumps Quality Since 1937	DATE: 2-7-19 QUOTATION NO: 18-3250 Quotation validity unless otherwise noted expires 30 days from date shown.

QUOTATION

PROJECT:	D Canal Irrigation Pump	TERMS: 50% Deposit Balance on Installation
QUOTE TO:	Loxahatchee Groves Water Control District	FOB: Jobsite
SHIP TO:	101 West D Road, Loxahatchee, FL 33470	
DELIVERY:	Turn around estimate 45 days	QUOTED BY: Bill Miller 954-682-2062
Contact:	Lynnette Ballard 561-793-0884 Larry Peters 561-793-2418	

ITEM	QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
A	1	Furnish field and shop labor to perform the following services to 48" vertical irrigation pump • Remove roof and pump and reinstall, crane is included in pricing. • Disassemble and inspect pump. • Rebuild thrust bearing housing with new bearings and seals. • Replace lower bearing & lineshaft tube seals. • Replace Tail Bearing • Balance Impeller • Allowance for welding repair • Sandblast &paint with Sherwin Williams Tar Guard epoxy paint. • Reassemble pump and provide new lubricant and hardware Lineshaft and impeller repairs are not included. Any required additional work will be pre-approved before completed. 150HP existing motor-replace bearings $2,400.00 150HP Motor replacement $10,560.00 Customer to handle motor removal & reinstallation Customer to handle all electric service removal. We have not included any electrical controls or start-up.	$23,881.00	$23,881.00

THANK YOU FOR THIS OPPORTUNITY, WE LOOK FORWARD TO YOUR FAVORABLE CONSIDERATION

Please note that prices do not include applicable Sales Tax, Fees, Freight or Installation unless otherwise noted

Signs

H BL

SPEED
HUMP

Employee Uniforms

CINTAS

FACILITIES SOLUTIONS AGREEMENT

Location No. 283
Contract No. 14077633
Customer No. 14077633
Main Corporate Code → **New CC 13218**

Date

Customer/Participating Agency Town of Loxahatchee Groves Phone 561-277-2151

Address 155 F Road City Loxahatchee State Fl Zip 33470

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
x59935	Reflective Stripe Comfort Uniform Work Shirt	.17
x945	Comfort Work Pants	.19

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem $1.00 ea • Company Emblem $1.25 ea
- Customer Emblem $_____ ea • Embroidery $_____ ea
- COD Terms $_____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ $_____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ $_____ Ea.
- Minimum Charge $35 per delivery.
- Make-Up charge $1.50 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $.15 per garment.
- Seasonal Sleeve Change $N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $N/A

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $N/A per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other UNIFORM ADVANTAGE @ .08 EACH. / NEW GARMENTS TO BE ordered AT N/C When exceeded

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

____ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

____ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

____ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: _____ CUSTOMER: Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at https://www.omniapartners.com/publicsector

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or

terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

TOWN OF LOXAHATCHEE GROVES
FINANCE ADVISORY AND AUDIT COMMITTEE MEETING
APRIL 17, 2019
audio available in the Town Clerk's Office

CALL TO ORDER

Town Manager James Titcomb called the meeting to order at 5:57 p.m.

ROLL CALL

Committee Member Anita Kane, Committee Member Peter Savino, Committee Member Laura Cacioppo and Committee Member Janet Eick (arrived at 6:40 p.m.)

REGULAR AGENDA

1. Oath of Office for Committee Members

Town Clerk Burch gave the Oath of Office to the Finance Advisory and Audit Committee members.

2. Section of Chair of the Finance Advisory and Audit Committee

Motion was made by Committee Member Laura Cacioppo seconded by Committee Member Peter Savino to nominate and select Anita Kane as Chair of the Finance Advisory and Audit Committee; it was voted as follows: Ayes: Committee Members Laura Cacioppo, Peter Savino and Anita Kane. Motion passed unanimously.

Motion was made by Committee Member Anita Kane seconded by Committee Member Laura Cacioppo to nominate and select Peter Savino as Vice Chair of the Finance Advisory and Audit Committee; it was voted as follows: Anita Kane, Laura Cacioppo and Peter Savino. Motion passed unanimously.

3. Meeting Schedule

Town Manager Titcomb presented the item to the committee. There was discussion among the Committee Members and Town staff regarding their availability of their schedules and what day and time would be best for the committee to meet.

There was a consensus of the committee to meet on the second Tuesday of the month or the next Tuesday after a Town Council meeting. The next meeting will be held on Tuesday, May 14, 2019 at 6:00 p.m.

4. Scope of Work

Town Manager Titcomb presented the item to the committee. There was discussion among the Committee Members, Town Manager Titcomb, Financial Consultant Rick Harley and Asst. Town Manager Francine Ramaglia.

Committee Member Janet Eick arrived at 6:40 p.m. and was administered the Oath of Office. Chair Kane gave Committee Member Eick an update of what has been taken place since her arrival. Committee Member Eick stated what she would like to see regarding financial reports.

Anita Kane asked about the Scholarship Fund. Staff responded to her concerns.

COMMENTS FROM THE PUBLIC
Mayor Shorr thanked the Committee Members for serving on this committee.

BOARD MEMBER COMMENTS
Committee Member Laura Cacioppo really glad about moving forward.

Committee Member Janet Eick stated that she is just glad to serve on the committee.

Vice Chair Peter Savino thankful for being asked to serve and hope to serve the Council well.

Chair Anita Kane thankful for being able to serve again and look forward to moving forward.

ADJOURNMENT
There being no further business the meeting was adjourned at 7:04 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Mayor

ATTEST:

_____
Town Clerk

_____
Vice Mayor

_____
Councilmember

_____
Councilmember

APPROVED AS TO LEGAL FORM:

_____
Town Attorney

_____
Councilmember

TOWN OF LOXAHATCHEE GROVES
PLANNING AND ZONING BOARD MEETING
APRIL 24, 2019

audio available in the Town Clerk's Office recording for this meeting started at 6:45p.m. due to technical difficulties.

CALL TO ORDER

Town Planning Consultant James Fleishmann called the meeting to order at 6:32 p.m.

ROLL CALL

Committee Member William Bell, Committee Member William Ford, Committee Member Neal O'Neil, Town Manager James Titcomb, Town Planning Consultant James Fleishmann and Town Clerk Lakisha Burch.

Mark McCoy, Jr. will be replaced with Veronica Close when approved by Town Council.

REGULAR AGENDA

1. Oath of Office to the Roadway Equestrian Trails and Greenway Advisory Committee

Town Clerk Burch administered the Oath of Office to the Planning and Zoning Board members.

2. Selection of Chair and Vice Chair of the Planning & Zoning Board.

Motion was made by Committee Member O'Neal seconded by Committee Member Ford to nominate and select William Ford as Interim Chair of the Planning & Zoning Board; it was voted as follows: Ayes: Committee Member O'Neal, Committee Member Ford. Nye: Committee Member Bell. Motion passed 2-1.

Motion was made by Committee Member O'Neal seconded by Committee Member Bell to nominate and select William Ford as Vice Chair of the Planning & Zoning Board; it was voted as follows: Ayes: Committee Member O'Neal, Committee Member Bell. Nye: Committee Member Ford. Motion passed 2-1.

3. Section of regular meeting date and time

Town Planning Consultant Fleishmann gave the committee an update of dates and times which are available. There was discussion among the committee and Town staff.

The committee came to a consensus to wait until the next meeting to approve a regular date and time for the Planning & Zoning Board.

4. Selection of next meeting date

Motion was made by Vice Chair Ford seconded by Committee Member O'Neal to have the next meeting on May 22, 2019 at 5:00 p.m.; it was voted as follows: Ayes: Interim Chair Bell, Vice Chair Ford and Committee Member O'Neal. Motion passed unanimously.

5. Meeting minutes format

Town Clerk Burch explained to the committee the format in which the meeting minutes will be done and that all meeting minutes will be done prior to the meeting and a draft form will be sent to committee members via email.

There was discussion among the Committee and the Town Manager regarding emails of the committee members being open to public records request.

6. Role of Planning and Zoning Board

Town Planning Consultant Fleishmann presented the item to the committee. There was discussion among the committee members and staff regarding making the Planning & Zoning Board the Local Planning Agency (LPA) and the role of the Planning & Zoning Board.

Motion was made by Committee Member O'Neal seconded by Vice Chair Ford to recommend Town Council re-designate the Planning and Zoning Board as the Local Planning Agency (LPA); it was voted as follows: Ayes: Interim Chair William Bell, Vice Chair William Ford and Committee Member Neil O'Neal. Motion passed unanimously.

7. Upcoming Projects

Town Planning & Zoning Consultant Fleishmann presented the item to the Committee expressing that there are four upcoming projects

COMMENT FROM THE PUBLIC
There was public comment made by Robert Shorr.

COMMITTEE MEMBER COMMENTS
No comments.

ADJOURNMENT
There being no further business the meeting was adjourned at 7:26 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Mayor

ATTEST:

_____
Town Clerk

_____
Vice Mayor

_____
Councilmember

_____
Councilmember

APPROVED AS TO LEGAL FORM:

_____
Town Attorney

_____
Councilmember

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TOWN OF LOXAHATCHEE GROVES
ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE MEETING
APRIL 24, 2019
audio available in the Town Clerk's Office

CALL TO ORDER

Town Planning Consultant James Fleishmann called the meeting to order at 5:33 p.m.

ROLL CALL

Committee Member William Louda, Committee Member Darcy Murray and Committee Member Geoffrey Sluggett, Town Manager James Titcomb, Town Planning Consultant James Fleishmann and Town Clerk Lakisha Burch.

Nina Corning was appointed to the Committee but has resigned her seat.

REGULAR AGENDA

1. Oath of Office to the Roadway Equestrian Trails and Greenway Advisory Committee**.**

Town Clerk Burch administered the Oath of Office to the Roadway, Equestrian Trails and Greenway Advisory Committee members.

Town Manager Titcomb asked did all committee members receive the mailing of information regarding the committee.

Committee Member Sluggett asked about filling out of the Form 1, should members be made to fill out the form. Town Manager Titcomb responded to his question.

2. Selection of Chair and Vice Chair of the Roadway Equestrian Trails and Greenways Advisory Committee.

Committee Member Geoffrey Sluggett nominated Committee Member William Louda to serve as Chair and Committee Member Darcy Murray seconded the nomination there was discussion among the committee members regarding will this nomination be for the year or until the board was filled.

Motion was made by Committee Member Sluggett seconded by Committee Member Murray to nominate Committee Member William Louda to serve as Interim Chair of the Roadway, Equestrian Trails and Greenway Advisory Committee until the committee has a full committee and can select a Chair; it was voted as follows: Ayes: Committee Members Sluggett, Murray and Louda. Motion passed unanimously.

Motion was made by Committee Member Louda seconded by Committee Member Murray to nominate and select Committee Member Geoffrey Sluggett to serve as Vice Chair of the Roadway, Equestrian Trails and Greenway Advisory Committee; it was voted as follows: Ayes: Committee Member Louda, Murray and Sluggett. Motion passed unanimously.

3. Section of regular meeting date and time

Town Planning Consultant Fleishmann gave the committee an update of dates and times which are available. There was discussion among the committee and Town staff.

The committee came to a consensus to wait until the next meeting to approve a regular date and time for the Roadway, Equestrian Trails and Greenway Advisory Committee.

4. Selection of next meeting date

There was discussion among the committee. The committee reached a decision to have their next meeting Tuesday, May 21, 2019 at 5:00 p.m.

5. Meeting minutes format

Town Clerk Burch explained to the committee the format in which the meeting minutes will be done and that all meeting minutes will be done prior to the meeting and a draft form will be sent to committee members via email.

6. Status of funding requests

Town Planning Consultant Fleishmann presented the item regarding grant applications for horse trails and roundabouts. There was discussion among the Committee Member, Town Planning Consultant and Town Manager.

Committee Murray asked the amount allotted for the project, Mr. Fleishmann responded an estimate of 600,000.00. There was discussion.

Chair Louda asked what scope this committee may work, and can suggestions be made regarding roads. Town Manager Titcomb addressed his concerns. There was more discussion among the committee.

7. Council direction.

Committee Member Murray requested a map of current and potential maps. Town Planning Consultant Fleishmann stated that can be done then there was further discussion.

Chair Louda asked about easements. Mr. Fleishmann responded to his question. There continued to be more discussion among the committee and Mr. Fleishmann.

Motion was made by Committee Member Murray seconded by Vice Chair Sluggett to ask council or staff to create a visual map of trails and define an easement and the liability of an

easement; it was voted as follows: Ayes: Interim Chair Louda, Vice Chair Sluggett and Committee Member Murray. Motion passed unanimously.

Motion was made by Vice Chair Sluggett seconded by Committee Member Murray to inquire design standard, trail designs standards for both Equestrian and Multi use trails from other Equestrian communities such as Davie, Southwest Ranches and Wellington; it was voted as follows: Ayes: Chair Louda, Vice Chair Sluggett and Committee Member Murray. Motion passed unanimously.

Chair Louda passed the gavel and made a motion.

Motion was made by Chair Louda seconded by Vice Chair Sluggett to have Council spell out in simple terms our functions specifically including Equestrian and Greenways and how it impacts roads initiatives instead of responding to request and the Town Council's expectations of this committee; it was voted as follows: Ayes: Chair Louda, Vice Chair Sluggett and Committee Member Murray. Motion passed unanimously.

Motion was made by Vice Chair Sluggett seconded by Committee Murray to bring back an earlier recommendation of the Roadway, Equestrian Trails and Greenway Advisory Committee on traffic calming on Folsom Road; it was voted as follows: Ayes: Chair Louda, Vice Chair Sluggett and Committee Member Murray. Motion passed unanimously.

COMMENT FROM THE PUBLIC
There was public comment made by Robert Shorr.

COMMITTEE MEMBER COMMENTS
No comments.

ADJOURNMENT
There being no further business the meeting was adjourned at 6:26 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
ATTEST: Mayor

_____ _____
Town Clerk Vice Mayor

_____
Councilmember

_____
APPROVED AS TO LEGAL FORM: Councilmember

_____ _____
Town Attorney Councilmember

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TOWN OF LOXAHATCHEE GROVES
UNIFIED LAND DEVELOPMENT CODE ADVISORY COMMITTEE MEETING
APRIL 24, 2019
audio available in the Town Clerk's Office

CALL TO ORDER

Town Manager James Titcomb called the meeting to order at 7:30 p.m.

ROLL CALL

Burgess Hanson, Lisa Trzepacz, Cassie Suchy, Karen Plante, Marianne Miles, Jo Siciliano (Alt. was absent) Town Manager James Titcomb, Town Planning Consultant James Fleishmann and Town Clerk Lakisha Burch.

REGULAR AGENDA

1. Oath of office for Unified Land Development Code Advisory Committee for the 2019-2020 year.

Town Clerk Burch administered the Oath of Office for the Unified Land Development Advisory Committee (ULDC) members.

2. Selection of Chair and Vice Chair of the Unified Land Development Code Advisory Committee

Motion was made by Committee Member Lisa Trzepacz seconded by Committee Member Cassie Suchy to nominate and select Marianne Miles as Chair of the Unified Land Development Code Advisory Committee; it was voted as follows: Ayes: Committee Member Trzepacz, Committee Member Suchy, Committee Members Hanson, Miles and Plante. Motion passed unanimously.

Motion was made by Committee Member Lisa Trzepacz seconded by Committee Member Cassie Suchy to nominate and select Karen Plante as Vice Chair of the Unified Land Development Code Advisory Committee; it was voted as follows: Ayes: Committee Member Trzepacz, Committee Member Suchy, Committee Members, Hanson, Miles and Plante. Motion passed unanimously.

3. Section of regular meeting date and time

Town Planning Consultant Fleishmann presented the item giving available days and time for consideration. There was discussion among the Committee Members and Mr. Fleishmann.

Motion was made by Committee Member Hanson seconded by Committee Member Suchy to have meetings on the second Monday of each month at 7:00 p.m.; it was voted as follows: Ayes: Chair Miles, Vice Chair Plante and Committee Members Hanson, Suchy and Trzepacz. Motion passed unanimously.

4. Selection of next meeting date

The Committee reached a consensus that the next Unified Land Development Code Advisory Committee meeting will be held on May 13, 2019 at 7:00 p.m.

5. Meeting minutes format

Town Clerk Burch explained to the committee the format in which the meeting minutes will be done and that all meeting minutes will be done prior to the meeting and a draft form will be sent to committee members via email.

Chair Miles requested that each committee member be issued a book for their meetings, Town Manager Titcomb responded that the Town will provide backup material. If committee member would like to receive backup via email that request can also be accommodated. There was further discussion regarding the matter between the Committee members and Mr. Fleishmann.

6. Status of current work assignments.

Town Planning Consultant Fleishmann presented the item to the Committee. There was discussion among the Committee and Mr. Fleishmann. Mr. Fleishmann also stated that there were a few things regarding the role of the committee to address such as lighting and sign codes. There was continued discussion among the Committee and Town staff.

COMMENTS FROM THE PUBLIC

There were no public comments.

COMMITTEE MEMBER COMMENTS

There were no comments from the committee.

ADJOURNMENT

There being no further business the meeting was adjourned at 8:30 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____

ATTEST: Mayor

_____ _____

Town Clerk Vice Mayor

_____

Councilmember

_____

APPROVED AS TO LEGAL FORM: Councilmember

_____ _____

Town Attorney Councilmember

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155 F Road Loxahatchee Groves, FL 33470

MONTHLY STATUS REPORT

Municipal Technologies LLC
Steve Murray

Current Projects:

1. Website & Agenda Automation – On this agenda for approval
2. Workstation Replacement – Equipment was ordered, estimated delivery May 4th.
3. Blackbaud – In progress
4. IT Services RFP – Developing criteria and process

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155 F Road Loxahatchee Groves, FL 33470

MONTHLY STATUS REPORT

Town Planning Consultant
Jim Fleischmann

A. **Current Consent Agenda Item:** Proposed application for the Community Planning Technical Assistance Grant program for FY 2019-2020. Staff has prepared a $40,000 reimbursable grant application for the Mayor's signature. No local match is required. Applications must be received by FDEO during May of 2019. The grant period is from July 1, 2019 to June 30, 2020 (work to be completed by May 31, 2020). Staff requests Council authorization for: (1) the Mayor to sign the application submittal letter; and (2) staff to submit the application to FDEO.

B. Current Regular Agenda Items:

1. Resolution 2019-27: Groves Town Center PUD Plat Approval. Town staff and consultants (Attorney, Planning and Engineering) find Plat Application 2019-01 to be in compliance with Ordinance 2018-08 (Groves Town Center Planned Unit Development Approval) and the technical requirements of the Loxahatchee Groves Unified Land Development Code and recommend approval.

2. Resolution 2019-28: Groves Town Center Restrictive Covenant and Limited Access and Conservation Easement Approval. The Restrictive Covenant and Limited Access and Conservation Easement is proposed in response to Condition of Approval B.3 of Ordinance 2018-08 (Groves Town Center Planned Unit Development Approval). Staff and consultants find that the Groves Town Center Restrictive Covenant and Limited Access and Conservation Easement is consistent with the requirements of Town Ordinance 2018-08 and recommend approval of Resolution 2019-27.

C. Property Owner Requests or Inquiries (non-agenda items):

1. 14448 Citrus Drive: Request for the assignment, by the Palm Beach County Property Appraiser, of individual Parcel Control Numbers (PCNs) to five 0.35 acre lots platted on a 1.78 acre parcel of land in 1949. A single PCN is currently assigned to the entire property. The Property Appraiser will assign the requested five PCNs only upon confirmation by the Town that the five lots conform to the Town's ULDC. Staff and Attorney are working with the requestor on a Vested Rights Determination which will form the basis of the Town's confirmation of consistency with the ULDC and authorize the Property Appraiser to assign the five requested PCNs.

2. 2791 D Road Release of Unity of Title: The 25 acre property has a 1998 AR District Class A Conditional Use approval (NOTE: The Town ULDC does not contain a similar type of approval) by Palm Beach County (prior to incorporation). Requestor proposes to split the parcel into 4 lots of record (three 5-acre parcels and one 10-acre parcel). However, a condition of the County approval requires a Unity of Title over the 25 acres. In response to the Condition, a Unity of Title was filed in 1998 which states that the property may only be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land. Further, the Unity of Title shall not be removed, altered, changed or amended without written approval of the Zoning Director. It is Staff's opinion that the only vehicle available to accommodate the request is for Town Council approval, by Special Exception, amending the Condition of Approval requiring the Unity of Title followed by approval of a release of, or amendment to the Unity of Title.

3. 2681 F Road Release of Conservation Easement: A Conservation Easement over a portion of the property was recorded in 1996 in response to a Condition of Approval of a Vegetation Removal Permit issued by Palm Beach County. Neither the Town, County, or Property Owner has been able to locate the original permit as of this date. Requestor proposes that the Conservation Easement be released by the Town. In 1997, a Settlement Agreement between the property owner and Palm Beach County was executed to address a vegetation removal violation of the Vegetation Preservation and Protection section of the County ULDC. Due in part to the timing of the Easement and Settlement Agreement, Staff has not been able to determine if the Conservation Easement and violation addressed in the Settlement Agreement are related. It is possible that the Easement is not related to the violation. Staff will continue to work with the Requestor to formulate a recommendation in this matter. In 2012, the Town accepted an Assignment of Conservation Easement. As a result, either an administrative or Council decision is necessary to release the Easement.

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

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

FROM: **Jim Fleischmann**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Proposed submittal of 2019-2020 Technical Assistance Grant Application to the Florida Department of Economic Opportunity (FDEO).**

Background:

The Florida Department of Economic Opportunity (FDEO) has solicited applications for the Community Planning Technical Assistance Grant program for FY 2019-2020. Reimbursable grant funds are available to municipal governments to develop innovative planning and development strategies to promote diverse economies, vibrant rural and suburban communities and meet the requirements of the Florida Community Planning Act. Grants awards are normally in the $25,000 - $40,000 range. Applications must be received by FDEO during May of 2019. The grant period is from July 1, 2019 to June 30, 2020 (work to be completed by May 31, 2020).

Staff is proposing several work items, including: (1) Processing of corrections to inconsistencies between certain existing uses, previous Palm Beach County approvals and current Town Future Land Use (FLU) and Zoning map designations; (2) expansion of the definition of "low impact non-residential" land uses currently in the Future Land Use Element of the Comprehensive Plan as it relates to the Okeechobee Boulevard and Southern Boulevard corridors; and (3) revision of the existing transportation system and transportation needs analysis of the Transportation Element to better reflect and preserve the rural nature of the Town.

A grant application to fund all or portions of the above work activities is proposed.

The following attachment is included:

1. Proposed Technical Assistance Grant Application

Recommendation:

Authorize the Mayor to execute the attached grant application and staff to submit the grant application to FDEO prior to the deadline.

Town of Loxahatchee Groves

155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420 • www.loxahatcheegrovesfl.gov

May 3, 2019

Julie A. Dennis, Director
Florida Department of Economic Opportunity
Division of Community Development
107 East Madison Street, MSC 160
Tallahassee, FL 32399-1420

Re: Community Planning Technical Assistance Grant Application (FY 2019-2020) for the Town of Loxahatchee Groves, Palm Beach County Florida.

Dear Ms. Dennis:

Please accept this Letter Request as an application for funding under the above referenced technical assistance grant offering.

A. Specific Project and Community Significance.

The Town is proposing two projects to update and improve its planning "tool box": (1) Creation of a Town GIS Future Land Use Map (FLUM) Series and Zoning Map (ZM) Atlas; and (2) adoption of FLUM and Comprehensive Plan text and ZM amendments to update Town planning tools necessary to address unresolved issues in-Town and changing conditions within the surrounding area.

Completion of the projects will provide the Town with workable planning and zoning maps, data base spreadsheets, and updated Comprehensive Plan policies. The current FLUM and ZM are at 8 1/2" x 11" scale in pdf format, and not workable when processing FLUM and ZM amendments or addressing land use inconsistencies. The FLUM Map series and ZM atlas, along with associated data bases, will allow the Town to incorporate past approvals by Palm Beach County (i.e. prior to incorporation of the Town and adoption of the Loxahatchee Groves ULDC) and recent Town amendments.

Comprehensive Plan text amendments resulting from the proposed scope will address longstanding inconsistencies, as well as provide more specific future development direction.

B. Specific Work Products

A detailed Scope of Work is presented in Enclosure 2. In summary, the following "tool box" work products are proposed:

1. Town GIS Future Land Use Map Series and Zoning Atlas.

2. Data base and map of Palm Beach County approvals prior to adoption by the Town of its own ULDC and Business Tax Receipts issued by Palm Beach County prior to the Town's BTR syatem.

3. Identification of FLUM and ZM amendments necessary to assign prior Palm Beach County approvals appropriate Town FLUM and ZM designations and incorporate recent Town amendments.

4. Future Land Use and Transportation Element Comprehensive Plan text amendments necessary to better address current planning issues.

C. Funding Requested

The total amount of the Grant funding request is $37,000. A budget, by Scope of Services Task, is presented in Enclosure 3.

D. Additional Information

The Town is in need of additional and updated planning tools, including mapping and data collection analysis capabilities and Comprehensive Plan policies, in order to maintain its rural character and address current and future development pressures addressed in Enclosure 1.

As a rural community with a limited tax base dominated by agricultural properties, funding of the proposed planning tools is difficult and would normally span several fiscal years. A grant award will expedite the "tool box" update effort and allow the Town to develop and implement the proposed planning tools at the earliest possible date.

Your consideration of this application is greatly appreciated.

Respectfully submitted,

Robert Shorr,
Mayor

Encl:

1. Additional Information
2. Scope of Work
3. Budget

ENCLOSURE 1: ADDITIONAL INFORMATION

The Town of Loxahatchee Groves is a 7,944 acre (12.4 square miles) incorporated in 2006. The current population (2017) is estimated at 3,321 residents or 267 residents per square mile; a rate that, based upon the U.S. Census definition, would classify the Town as a "rural" community. Population (Table 1) and land use (Table 2) data support this conclusion.

Table 1
Town of Loxahatchee Groves Population and Household Growth Projections

	2000	2006	2010*	2017**	2022***
Population	2,991	3,161	3,180	3,424	3,668
Housing Units	1,051	1,115	1,222	1,153	1,235
Households	1,002	1,063	1,105	1,011	1,086

* 2010 U.S. Census
** 2017 American Community Survey 5-Year Estimates; U.S. Census
*** Projected by Land Research Management (LRM), Inc.; April 2019

Sources: Future Land Use Element, 2009 Town of Loxahatchee Groves Comprehensive Plan; U.S. Census; LRM, Inc.

Table 2
2016 Loxahatchee Groves Land Use

Existing Land Use	Acreage	% of Total Area
Agriculture	3,717.9 acres	46.8%
Residential	2,752,9 acres	34.7%
Vacant*	921.7 acres	11.6%
Rights-of-Way	297.3 acres	3.7%
Institutional/Gov't**	175.0 acres	2.2%
Commercial***	50.9 acres	0.6%
Recreation/Open space	28.8 acres	0.4%
Total	7,944.8 acres	100.00%

* - Vacant Residential (804.6 acres) and Commercial (117.1 acres)
** - Religious, non-profits, schools, club/lodge, local, state and federal governments, buffer areas.
*** - Stores, offices, service station, auto sales, tourist attraction, warehouse/distribution/terminal.

Source: Loxahatchee Groves Comprehensive Plan; Palm Beach County Property Appraiser FY 2018 Use Code data; Land Research Management, Inc.

Approximately 56% of the parcels of land in Loxahatchee Groves are 5 acres or greater in size. Agricultural uses constitute nearly one-half (46.8%) of the existing land use, while residential uses make up slightly more than one-third (34.7%). Commercial (0.6%) Institutional/Government (2.2%), more urban land uses, make up less than 3% of the Town area. Slightly more than 11% of the Town is vacant land.

The Town's Future Land Use Map provides for a predominantly rural residential setting with Rural Residential 5 (1 dwelling unit per 5 acres) making up approximately 98% of the total land area. Existing and vacant commercial uses comprise a majority of the remaining land area.

Future development pressures in Loxahatchee Groves are projected from the following recent Palm Beach County and Palm Beach Gardens development approvals to the immediate north and west of the Town:

1. City of Westlake – 6,500 homes/2,100,000 sq. ft. commercial and office space.

2. Avenier – 3,250 homes; 1.94 million sq. ft. of professional office space; 200,000 sq. ft. of medical office space; 400,000 sq. ft. of retail space; a 300 room hotel; and a 15 acre public school site.

3. Arden – 2,000 homes.

In addition GL Homes recently proposed a development consisting of 3,897 homes, 300,000 sq. ft. of commercial space; and 50,000 sq. ft. office space. The proposal was recently withdrawn, but is expected to be revised and resubmitted.

The Town needs to improve and expand its "tool box" of planning tools, including maps, data base and Comprehensive Plan policies to insure that the character of the Town, as detailed above, is not adversely affected by external and internal pressures created by these developments.

In addition, the Town's mapping and data base must be updated to proactively address, through FLUM and Zoning Map and Comprehensive Plan text amendments, potential inconsistencies between previous Palm Beach County approvals and permits and current Town land use regulations.

ENCLOSURE 2: SCOPE OF WORK

INTRODUCTION

The Town Council has identified the following work activities necessary to update Town planning tools to better address internal and external development pressures to the Town's rural character:

(1) Identification and processing of solutions to inconsistencies between previous Palm Beach County approvals (i.e. prior to adoption of the Town's ULDC) and current Town Future Land Use (FLU) and Zoning map designations, including the preparation of necessary Future Land Use Map and Zoning Map amendments;

(2) Update of the term of "low impact non-residential" land uses (i.e. currently in the Future Land Use Element of the Comprehensive Plan) as it relates to current development opportunities along the Okeechobee Boulevard and Southern Boulevard corridors, including preparation of Comprehensive Plan and ULDC amendments clarifying the term; and

(3) Review and revision of the existing transportation system and transportation needs analysis of the Transportation Element, including necessary Comprehensive Plan amendments, to better reflect and preserve the rural character of the Town and its road system.

WORK TASKS

The proposed scope of work consists of the following four Tasks. Estimated time frames for completion are as follows: Tasks A through C – 8 months, and Task D – 3 months

A. Create Town GIS Future Land Use Map Series and Zoning Atlas.

1. Sort and organize pre-Town ULDC Palm Beach County development approvals (148 approvals) and Business Tax Receipts (303 BTRs), by categories of approval.

2. Create a data base consisting of spreadsheets of approvals (PBC development approvals and Business Tax Receipts (BTRs) and Town BTRs) including the following information: (1) Parcel Control Number (PCN); (2) street address, if available; (3) approval category; (4) brief description of approval; (5) conditions of approval; and (6) NAICS code.

3. Prepare and update out-of-date maps and identify parcels with a previous Palm Beach County approval and/or BTR and Town approval and BTE, as well as Town amendments and annexations since incorporation.

B. Identify Future Land Use Map (FLUM), Zoning Map (ZM) Amendments or other corrective measures necessary to address use inconsistencies.

1. From the results of Task A, identify properties that have land use and/or zoning designations or BTRs approved by Palm Beach County that are inconsistent (i.e. "inconsistent approval") with the Town's Comprehensive Plan (CP) and/or Unified Land Development Code (ULDC).

2. For each property with an "inconsistent approval", determine the proper process (i.e. Future Land Use Map (FLUM), Zoning Map (ZM) amendment, or other procedure) to gain consistency with the Town's CP and/or ULDC.

3. Prepare letters, to be sent to property owners with an "inconsistent approval", informing them of the Town's intent to process a FLUM and/or ZM amendment, or other corrective procedure, and outlining the procedure involved.

C. Update the Future Land Use Element term "Low Impact Non-Residential" Land Use and Transportation Element data and analysis.

1. Discuss the term "low impact non-residential" land use as it is currently presented in the Comprehensive Plan and its use as a Town planning policy.

2. Summarize and analyze land use and zoning activity in Town, including Okeechobee Boulevard and Southern Boulevard since adoption of the Comprehensive Plan.

3. Summarize and analyze development approvals and planned road improvements in the vicinity of Loxahatchee Groves since the adoption of the Comprehensive Plan and their potential impacts upon development pressures within the Town.

4. Expand the discussion of "low impact non-residential" uses in the Future Land Use Element section entitled "Special Studies", based upon the results of Tasks 2 and 3, to incorporate current Town development policy and clarify its potential use as a planning tool along Okeechobee Boulevard and Southern Boulevard.

5. Based upon Task 4, prepare Future Land Use Element objective and policy amendments to provide more specific detail and direction to future development activity along the Okeechobee Boulevard and Southern Boulevard corridors.

6. Summarize and update the transportation system and transportation needs analysis of the Transportation Element of the Comprehensive in light of the results of Task 3.

7. Prepare revisions to the "Existing Transportation System and Transportation Needs Analysis" section of the Transportation Element to reflect the continuing rural character of the Town and potential impacts of future development activity in neighboring communities. .

8. Based upon Task 7, Prepare Transportation Element objectives and policies amendments to reinforce the Town's rural character and further protect the Town from neighboring community development activities.

D. Process Future Land Use Element map and text, Zoning Map, and Transportation Element text Comprehensive Plan amendments.

1. Prepare Staff Reports and Agenda Item Reports (Local Planning Agency/Planning and Zoning Board and Town Council) for amendment packages; one package for FLUM and text amendments and one package for ZM amendments.

2. Prepare legal ads for public hearings (Local Planning Agency/Planning and Zoning Board.

3. Prepare FLUM and ZM Map amendment ordinances.

7. Attend Local Planning Agency/Planning and Zoning Board and Town Council meetings.

8. Prepare transmittal and submittal packages.

ENCLOSURE 3: BUDGET

Staffing of the Town of Loxahatchee Groves is accomplished by direct employees and consultants. Most services under the grant award will be provided by Town consultants, including the Town Attorney, Planning Consultant, IT Consultant and Engineering Consultants.

Time and materials basis for Tasks A – D not to exceed a total of $40,000, based upon an average hourly rate of one hundred twenty-five dollars ($125.00) per hour.

TASK A - **$**15,000: Estimated 120 hours

TASK B - **$** 4,000: Estimated 32 hours

TASK C - **$**10,000: Estimated 80 hours

TASK D - **$** 11,000: Estimated 88 hours

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF IT WORKSHOP MEETING
APRIL 2, 2019

CALL TO ORDER

Mayor Pro tem DeMarios called the workshop to order at 5:01 p.m.

ROLL CALL

Mayor Pro tem Dave DeMarios, Vice Mayor Pro tem Robert Shorr, Councilmembers Laura Danowski, Councilmember Lisa El-Ramey, Councilmember Phillis Maniglia, Town Manager James Titcomb, Town Attorney Michael Cirullo, Jr. and Town Clerk Lakisha Burch.

DISCUSSION

1. IT System Updates and ADA Compliance for the Town – Steven Murray

Steve Murray presented a PowerPoint presentation to Town Council regarding the Town's website and ADA compliance. There was discussion among Town Council and Mr. Murray regarding the cost of updating the website, coming into compliance with ADA standards and the time frame of accomplishing these tasks. There was also discussion regarding stripping the website until it become compliant with ADA which can take from 8 to 12 weeks.

The Town Council reached a consensus to have Mr. Murray bring back three quotes including Municode, CivicPlus and one more company to the next Town Council meeting which will be held on May 7, 2019.

There was public comment from Nina Corning.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Mayor

ATTEST:

_____
Town Clerk

_____
Vice Mayor

_____
Councilmember

_____
Councilmember

APPROVED AS TO LEGAL FORM:

_____
Town Attorney

_____
Councilmember

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TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP MEETING
APRIL 2, 2019

CALL TO ORDER

Mayor Pro tem DeMarios called the workshop to order at 6:00 p.m.

ROLL CALL

Mayor Pro tem Dave DeMarios, Vice Mayor Pro tem Robert Shorr, Councilmembers Laura Danowski, Councilmember Lisa El-Ramey, Councilmember Phillis Maniglia, Town Manager James Titcomb, Town Attorney Michael Cirullo, Jr. and Town Clerk Lakisha Burch.

DISCUSSION

1. Resident Discussion Workshop

This Workshop was scheduled for Town Residents to address the Town Council with their concerns and questions regarding the governing of the Town of Loxahatchee Groves. The topics discussed were as follows: mileage rate, generator for the Town Hall, garbage (WastePro), seasonal maintenance, slaughter houses, code enforcement and overlays.

There were public comments from Nelson Bailey, Doreen Baxter, Mark Jackson, Ron Jarriel, Anita Kane, Dennis Lipp, Bill Louda, Jimmy Miller, Marianne Miles, Barbara Otto and John Ryan.

Ms. Barbara Otto gave documents regarding a code enforcement issue that was received and filed by Town Council.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
ATTEST: Mayor

_____ _____
Town Clerk Vice Mayor

_____
Councilmember

_____
APPROVED AS TO LEGAL FORM: Councilmember

_____ _____
Town Attorney Councilmember

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TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL MEETING
APRIL 2, 2019

CALL TO ORDER
Mayor Pro tem DeMarios called the meeting to order at 7:10 p.m.

PLEDGE OF ALLEGIANCE
Mayor Pro tem DeMarios led the Pledge of Allegiance.

MOMENT OF SILENCE

ROLL CALL
Mayor Pro Tem Dave DeMarios, Vice Mayor Pro tem Robert Shorr, Councilmembers Laura Danowski, Lisa El-Ramey and Phillis Maniglia, Town Manager James Titcomb, Town Attorney Michael D. Circullo, Jr. and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/REORGANIZATION OF AGENDA
Town Attorney Circullo asked that 2019-DD04 is changed from the District to the Town.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS
There were public comments made from the following: Aileen Banky, Doreen Baxter, Nina Corning, Marge Herzog, Ken Johnson, Ron Jarriel, Casey Suchy and Karis Williams.

Ms. Suchy gave Council a handout in which was received and filed.

PRESENTATIONS AND PROCLAMATIONS
1. Presentations to Dave Browning, Anita Kane and Todd McLendon for serving on the Town Council of the Town of Loxahatchee Groves.

Mayor Pro tem DeMarios presented a Proclamation and plague to Mayor Dave Browning for his service in serving as Mayor for thirteen (13) years and Certificates of Appreciation to Anita Kane and Todd McLendon for their service in serving on the Town Council of the Town of Loxahatchee Groves.

Mayor Pro tem DeMarios call for a recess to celebrate Mayor Browning and former Council Members Kane and McLendon.

The meeting was called to order at 8:00 p.m.

Mayor Dave Browning and wife gave a presentation to the Town of Loxahatchee Council and residents.

There was public comment by Ron Jarriel.

2. Sheriff's (PBSO) Annual Update Report – Lt. Craig Turner

Lt. Craig Turner of the Palm Beach County Sherriff's Office gave a PowerPoint presentation on the 2018 Annual Report. There was discussion among the Town Council and Lt. Turner regarding the annual report, expectations and priorities of the Sherriff's department regarding the Town of Loxahatchee Groves.

The 2018 Palm Beach County Sheriff's Annual Report was received and filed.

3. Monthly Status Report – Municipal Technologies LLC – Steven Murray

Steven Murray of Municipal Technologies gave status report to Town Council. There was continued discussion from the prior IT Workshop which was held at 5:00 p.m.

Motion was made Council Member Maniglia second by Council Member Danowski to strip website to bear minimum and go to Civic Plus for new website design, upgrade website, ordering of equipment in the Town Manager's preview; it was voted as follows: Ayes: Councilmembers Danowski and Maniglia. Nyes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr and Councilmember El-Ramey. Motion failed 3-2.

Motion was made El-Ramey seconded by Vice Mayor Pro tem Shorr to strip website starting in two (2) weeks, purchase new equipment and bring back a third bid for website design and ADA compliance at the May 7, 2019 Town Council meeting; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

4. Monthly Status Report – Geoffrey B. Sluggett & Associates – Mary McNicholas

Mary McNicholas from Geoffrey B. Sluggett & Associates gave an update about the two Bills, one in the House and one in the Senate. She also spoke about the two grant applications to the Palm Beach County Transportation Planning Agency (TPA) for the Transportation Alternatives (TA) Program Grant Funding to support the Town of Loxahatchee Groves Multi Use Trails Program and the Palm Beach County Transportation Planning Agency (TPA) for the Transportation Local Initiatives (LI) Program Grant Funding to support the Town of Loxahatchee Groves Okeechobee Boulevard Roundabouts Program. There was discussion among Town Council and Ms. McNichols.

There was public comment Ron Jarriel.

5. Monthly Status Report - Land Research Management, Inc. – James Fleishmann

James Fleishmann from Land Research Management, Inc. gave an update and status report on the following projects: Seth Byers, Southern Crossing, Revision of Article 87, Lighting and Sign Code

and Community Hope Church. There was discussion among Town Council and Mr. Fleishmann.

There was public comment by the following: Lisa Cruz, Ron Jarriel, Dennis Lipp and Karis Williams.

6. Monthly Status Report - Keshavarz & Associates, Inc- Randy Wertepny

Randy Wetepny from Keshavarz & Associates, Inc. gave an update and status report. There was discussion among Town Council and Mr. Wertepny.

7. Status Report for OGEM (Open Grade Emulsion Mix) Loan Audit - Rick Hartley

Rick Hartley, Financial Consultant addressed the Council regarding the Open Grade Emulsion Mix Loan Audit and stated that a final report would be given at the next Town Council meeting that will be held on May 7, 2019. There was discussion among the Council and Mr. Hartley.

There was public comment by Ron Jarriel.

CONSENT AGENDA

8. Minutes from March 19, 2019 meeting.

9. Resolution No. 2019-21 supporting of an application to the Palm Beach County Transportation Planning Agency (TPA) from the Town of Loxahatchee Groves for the Transportation Alternative (TPA) Program Grant Funding to support the Town of Loxahatchee Groves Multi Use Trails Program.

There was public comment by Ron Jarriel.

10. Resolution No. 2019-22 supporting of an application to the Palm Beach County Transportation Planning Agency (TPA) from the Town of Loxahatchee Groves for the TPA Local Initiatives (LI) Program Grant Funding to support the Town of Loxahatchee Groves Okeechobee Boulevard Roundabouts Program.

There was public comment by Ron Jarriel.

11. GOREN, CHEROF, DOODY & EZROL, P.A. Invoices for March 2019.

12. Resolution No. 2019-DD04 authorizing the purchase of a John Deere through the Florida Sheriffs Association 2018-2019 Contract FSA 18-VEH16.0.

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

There was public comment by Ron Jarriel.

REGULAR AGENDA

13. Resolution No. 2019-19 selection of Mayor of the Town of Loxahatchee Groves.

Town Attorney Circullo explained the process of selecting a Mayor and asked were there any nominations.

Councilmember Maniglia nominated Councilmember Lisa El-Ramey, Vice Mayor Pro tem Shorr nominated himself and Mayor Pro tem DeMarios nominated himself. A vote was called, and the results were as follows: Councilmember Maniglia and Councilmember El-Ramey voted for Councilmember El-Ramey, Vice Mayor Pro tem and Councilmember Danowski voted for Vice Mayor Pro tem Shorr and Mayor Pro tem DeMarois voted for himself. The results were 2-2-1. The Town Attorney asked for the nomination to be re-done ending in the same results.

There was public comment made by the following Dennis Lipp and John Ryan.

There was further discussion among the Town Council.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Pro tem Shorr to select Robert Shorr as Mayor for the ensuing year 2019-2020; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

14. Resolution No. 2019-20 selection of Vice Mayor of the Town of Loxahatchee Groves.

Town Attorney Circullo explained the process of selecting a Vice Mayor and asked were there any nominations.

Councilmember Maniglia nominated Councilmember Lisa El-Ramey, Vice Mayor Pro tem nominated Mayor Pro tem Dave DeMarios. A vote was called, and the results were as follows: Councilmember Maniglia and Councilmember El-Ramey voted for Councilmember El-Ramey, Vice Mayor Pro tem Shorr, Councilmember Danowski and Mayor Pro tem DeMarios voted for Mayor Pro tem DeMarios. The results were 2-3.

There was discussion among the Town Council.

Motion was made by Councilmember Danowski seconded by Vice Mayor Pro tem Shorr to select Dave DeMarois as Vice Mayor for the ensuing year 2019-2020; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

15. Resolution No. 2019-23 appointing voting members of the Finance Advisory and Audit Committee**.**

Item was presented to Town Council asking for the appointment of the voting members to the Finance Advisory and Audit Committee (FAAC), the appointments were as follow:

Mayor Pro tem DeMarois	Bruce Cuningham
Vice Mayor Pro tem Shorr	Janet Eick
Councilmember Danowski	Peter Savino
Councilmember El-Ramey	Vacant
Councilmember Maniglia	Anita Kane
	Laura Cacioppo (Alt.)

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to appoint the above named as voting members of the Finance Advisory and Audit Committee to serve a term that will expire on March 10, 2020; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

16. Resolution No. 2019-24 appointing regular members of the Planning and Zoning Board Committee**.**

Item was presented to Town Council asking for the appointment of the voting members of the Planning and Zoning Board (P&Z), the appointments were as follow:

Mayor Pro tem DeMarois	William Bell
Vice Mayor Pro tem Shorr	Neil O'Neal
Councilmember Danowski	Mark McCoy, Jr.
Councilmember El-Ramey	Vacant
Councilmember Maniglia	William Ford

Motion was made by Vice Mayor Pro tem Shorr seconded by Councilmember El-Ramey to appoint the above named as voting member of the Planning and Zoning Board to serve a term that will expire on March 10, 2020; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

17. Resolution No. 2019-25 appointing regular members of the Roadway, Equestrian, Trails and Greenway Advisory Committee**.**

Item was presented to Town Council asking for the appointment of the voting members of the Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC), the appointments were as follows:

Mayor Pro tem DeMarois	Nina Corning
Vice Mayor Pro tem Shorr	William Louda
Councilmember Danowski	Darcy Murray
Councilmember El-Ramey	Vacant
Councilmember Maniglia	Geoffrey Sluggett

Motion was made by Councilmember Danowski seconded by Vice Mayor Pro tem Shorr to appoint the above named as voting member of the Roadway, Equestrian Trails and Greenway Advisory Committee to serve a term that will expire on March 10, 2020; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

18. Resolution No. 2019-26 appointing regular voting members to the Unified Land Development Code (ULDC) Advisory Committee

Item was presented to Town Council asking for the appointment of the voting members of the Unified Land Development Code (ULDC), the appointments were as follows:

Mayor Pro tem DeMarois	Marianne Miles
Vice Pro tem Shorr	Karen Plante
Councilmember Danowski	Lisa Trzepacz
Councilmember El-Ramey	Cassie Suchy
Councilmember Maniglia	Burgess Hansen
	Jo Siciliano (Alt)

PUBLIC HEARING

19. Final Reading of Ordinance No. 2019-01 Codifying Water Control District Special Action

There was a consensus by Town Council to move this item to the May 7, 2019 Town Council meeting.

WATER CONTROL DISTRICT

20. Resolution No. 2019-DD06 selecting of the Water Control District President.

Town Attorney presented the item. There was discussion among the Town Council.

There was public comment was made by Ron Jarriel.

Motion was made by Supervisor El-Ramey seconded by Supervisor Danowski to designate Robert Shorr as District President of the Loxahatchee Groves Water Control District a dependent District of the Town of Loxahatchee Groves; it was voted as follows: Ayes: District President Pro tem DeMarios, Supervisors Danowski, El-Ramey, Maniglia and Shorr. Motion passed unanimously.

21. Resolution No. 2019-DD07 selecting of the Water Control District Treasurer

Item was presented to Town Council. There was discussion among Town Council.

Motion was made by Supervisor Maniglia seconded by Supervisor Shorr to designate Laura Danowski as District Treasure of the Loxahatchee Groves Water Control District a dependent District of the Town of Loxahatchee Groves; it was voted as follows: Ayes: District President Pro tem DeMarios, Supervisors Danowski, El-Ramey, Maniglia and Shorr. Motion passed unanimously.

DISTRICT CONSENT AGENDA

22. Approval of Warrant No. 2019-02 authorizing reimbursement to Town for Water Control District expenditures.

There was public comment made by Ron Jarriel.

Motion was made by Vice Mayor Pro tem Shorr seconded by Councilmember Maniglia to approve Resolution No. 2019-DD01; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

TOWN STAFF REPORTS

23. Manager's Report

Town Manager Titcomb presented the following topics to the Town Council for discussion:

- April 24, 2019 Palm Beach County League of Cities Luncheon and workshop for newly elected officials.
- Goal setting & Vision for the Town
- Presentation for the May 7th Town Council Meeting regarding budget snap shot and 60 day over lay/future workforce

- Meeting limits- Workshops/Meeting (2 a month)

There was public comment made by Ron Jarriel.

24. Town Attorney's Report

No report.

25. Public Works Report (Town & District combined)

Larry Peters, Director of Public Works presented the item. There was discussion among Town Council and Mr. Peters regarding approval of negotiated contract Palm Beach Aggregates, Water truck rental with Sunbelt Rentals and grading schedule Copy of the Proposal for Palm Beach Aggregates and quote for Sunbelt Rentals was received and filed by Town Council.

There was public comment made by Ron Jarriel.

Motion was made by Vice Mayor Pro tem Shorr seconded by Councilmember Maniglia to approve rental of 2000 gallon Water truck monthly proposal with Sunbelt Rentals; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

Motion was made by Vice Mayor Pro tem Shorr seconded by Councilmember Maniglia to approve negotiated contract with Palm Beach Aggregates; it was voted as follows: Ayes: Mayor Pro tem DeMarios, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

TOWN COUNCILMEMBER REPORTS

26. Councilmember Danowski requested discussion items:

- "Miami Dolphin" Sod Farm Q&A, schedule workshop?

Councilmember Danowski presented the above-mentioned item and there was discussion among Town Council. She thanked Mayor Pro tem DeMarois for his vote and stated she would like a group to take a tour.

There was public comment made by Ron Jarriel.

27. Councilmember Demarois requested discussion items:

No report.

28. Councilmember El Ramey requested discussion items:

Councilmember El-Ramey spoke on workshops.

29. Councilmember Maniglia requested discussion items:

- Garbage changes/considerations for inclusion in RFP process.
- Town Code for roadside vendors (i.e. farms stand, food trucks, merchandise)

Councilmember Maniglia presented the above-mentioned items and there was discussion among Town Council. She spoke about what she would like to see regarding the ULDC going forward on overlay, 5-year vision plan, moving forward with Code Enforcement and going out for bids for garbage.

There was public comment made by Ron Jarriel.

30. Councilmember Shorr requested discussion items:

- Town Scholarship Fund & Committee moving forward.
- Water Truck needs (rental, purchase, lease, FY19/FY20)
- F Road repairs (prioritize)

Vice Mayor Pro tem Shorr presented the above-mentioned items and there was discussion among the Town Council.

There was public comment made by Ron Jarriel.

Motion was made by Vice Mayor Pro tem Shorr seconded by Councilmember Maniglia to move forward with the Town's Scholarship Fund & Committee; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

ADJOURNMENT

There being no further business the meeting was adjourned at 11:00 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Mayor

ATTEST:

_____
Town Clerk

_____
Vice Mayor

_____
Councilmember

_____
Councilmember

APPROVED AS TO LEGAL FORM:

_____
Town Attorney

_____
Councilmember

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RESOLUTION NO. 2019-29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING VERONICA CLOSE AS REGULAR MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, regular and alternate members of the Planning and Zoning Board are appointed pursuant to Ordinance 2011-011, which was amended by Ordinance 2012-02, to allow alternate members of the Planning and Zoning Board to participate in any matter coming before the Board at a meeting at which the alternate member attends, and by Ordinance 2015-02, to amend the terms of regular members of the Planning and Zoning Board to be one (1) year terms; and,

WHEREAS, the Town Council finds it in the best interest to appoint members of the Planning and Zoning Board for terms of one (1) year, and to make such appointments for the upcoming year at this time and to appoint the alternate members in a separate resolution.

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 hereby appoints the following persons to serve as regular members of the Town's Planning and Zoning Board for a term of one (1) year:

Laura Danowski, Councilmember will replace Mark McCoy, Jr. with Veronica Close.

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.

	Aye	Nay	Absent
Dave DeMarios, MAYOR PRO TEM	□	□	□
Robert Shorr, COUNCIL MEMBER PRO TEM	□	□	□
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 7th DAY OF May 2019.

TOWN OF LOXAHATCHEE GROVES FLORIDA

ATTEST:

_____
Mayor

_____
Town Clerk

_____
Vice Mayor

_____
Council Member

APPROVED AS TO LEGAL FORM:

_____
Council Member

_____
Office of the Town Attorney

_____
Council Member

Lakisha Burch

From: Laura Danowski
Sent: Wednesday, April 17, 2019 9:56 AM
To: Lakisha Burch
Subject: New P&Z Committee Member

Good morning Lakisha -

I will be replacing Mark McCoy with Veronica Close as my P&Z member. She is a prior P&Z member. This is what I have for her contact information:

Veronica Close
12963 Raymond Drive
Loxahatchee Groves, FL 33470

561.385.6692

Vbclose@msn.com

If you have time, could you please print a blank committee application and I will deliver to her. I'll be in today bat 1:00 for a meeting with Jamie.

Thanks in advance,
Laura Danowski
561.889.2344
Sent from my iPad

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GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

04/26/2019

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

ACCOUNT NO: 1574-0702400
STATEMENT NO: 25113

Attn: Jamie Titcomb, Town Manager

MDC

General Matters

			HOURS
03/25/2019	MDC	Miscellaneous review of agenda items for 4/2 meeting; telephone call with JF.	0.40
03/26/2019	SMS	review of executed drainage easements	0.50
03/27/2019	MDC	Review materials, meet with RS; meet with LD re: Town required orientation meeting; review status of agenda items; meet with JT, LR re: agenda review.	3.10
03/28/2019	SMS	review drainage easement for validity	0.10
	MDC	Telephone conference with JT on lease, agenda items; review status of agenda.	0.40
03/29/2019	MDC	Review agenda, provide comments to JT.	0.60
03/31/2019	MDC	Review resolutions on committee membership, review materials for 4/01 meeting with JT and Council Member El-Ramey (Town ethics code orientation).	0.50
04/01/2019	MDC	Review materials, attend Town Code required Ethics training with JT, LEL; review issues with agenda with JT.	2.70
04/02/2019	MDC	Telephone conference with JT re: agenda items; meet with JT on pending items; attend Town Council IT workshop, public workshop, Council meeting.	7.10
04/03/2019	MDC	Telephone conference with JT on follow up from 4/02 meeting.	0.30
04/08/2019	MDC	Review e-mails on pending items (agenda, invoices).	0.30
04/10/2019	MDC	Review correspondence on pending items.	0.30
04/11/2019	MDC	Telephone conference with JT, FR re: District/Town assessment matters.	0.80
04/15/2019	SMS	review of drainage easement	0.20
	MDC	Review miscellaneous planning items per JF.	0.30
04/16/2019	MDC	Review miscellaneous e-mails, provide information to Clerk for 5/7 meeting.	0.70

TOWN OF LOXAHATCHEE GROVES

ACCOUNT NO: 1574-0702400
STATEMENT NO: 25113

General Matters

			HOURS	
04/17/2019	SMS	review drainage easement	0.20	
	MDC	Miscellaneous phone calls, review correspondence on bidding matters.	0.30	
04/18/2019	MDC	Confer with JT on pending items; meet with JF, JT on planning issues.	1.10	
04/22/2019	MDC	Review correspondence on pending items.	0.50	
04/23/2019	MDC	Review agenda items for 5/7 meeting; review PZ Matters forwarded by JF; continue reviewing Munilytics materials, prepare resolution.	1.40	
04/24/2019	MDC	Review draft agenda, provide comments to JT; email JT re: Town Attorney selection process; review emails on miscellaneous agreements with procurement.	0.90	
04/25/2019	MDC	Review materials, attend staff meeting with JT, FR, LB; review agenda items, finalize Munilytics resolution; prepare for, meet with JT, Marty Perry re: miscellaneous development inquiries.	4.60	
		FOR CURRENT SERVICES RENDERED	27.30	5,596.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	26.30	$205.00	$5,391.50
SEAN M. SWARTZ	1.00	205.00	205.00

Color photocopies	91.35
Photocopies	83.30
TOTAL EXPENSES THRU 04/25/2019	174.65
TOTAL CURRENT WORK	5,771.15
BALANCE DUE	$5,771.15

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

04/26/2019
ACCOUNT NO: 1574-1009270
STATEMENT NO: 25114

Attn: Jamie Titcomb, Town Manager

Code Enforcement Matters

MDC

			HOURS	
03/21/2019	BJS	Telephone call with Barry Trombley re: Swales and follow up, review correspondence re: 2017-526 and draft follow up correspondence, telephone call with Town Manager	1.60	
		FOR CURRENT SERVICES RENDERED	1.60	328.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
BRIAN J. SHERMAN	1.60	$205.00	$328.00

TOTAL CURRENT WORK	328.00
BALANCE DUE	$328.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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04/26/2019

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

ACCOUNT NO: 1574-1107613
STATEMENT NO: 25115

Attn: Jamie Titcomb, Town Manager

vs. Giliberti, Catherine (Code Compliance Issues)
2672 F Road

			HOURS	
04/17/2019	MDC	Review materials for 4/18 meeting with JT, CG.	0.30	
04/18/2019	MDC	Review materials, prepare for and attend meeting with JT and Ms. Giliberti and her attorney.	2.00	
		FOR CURRENT SERVICES RENDERED	2.30	471.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	2.30	$205.00	$471.50

TOTAL CURRENT WORK	471.50
BALANCE DUE	$471.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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04/26/2019

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

ACCOUNT NO: 1574-1107623
STATEMENT NO: 25116

Attn: Jamie Titcomb, Town Manager

Brightworks PUD Application (Wawa/Aldi/Chase)

			HOURS	
03/21/2019	MDC	Review e-mail on meetings.	0.30	
03/25/2019	MDC	Review correspondence on status of plat.	0.30	
03/27/2019	MDC	Review materials, attend meeting with Brightworks representatives, Town staff re: development of out parcels, critical path.	2.50	
04/03/2019	MDC	Review materials, phone call with JF, SB, RW on plat, covenant.	1.00	
04/04/2019	MDC	Attend conference call with Town staff and property owner attorney re: plat, restrictive covenant.	1.00	
04/11/2019	MDC	Review correspondence.	0.20	
04/12/2019	MDC	Review revised Restrictive Covenant plat; telephone conference with Town Staff on status of application items, review e-mails on updated documents.	0.90	
04/14/2019	MDC	Review e-mails on security liens, status of documents; forward comments to M. Barnes.	0.30	
04/16/2019	MDC	Review correspondence on Easement document, review and send agenda items to Clerk for 5/7 meeting.	0.80	
		FOR CURRENT SERVICES RENDERED	7.30	1,496.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	7.30	$205.00	$1,496.50

MDC

Photocopies	17.85
TOTAL EXPENSES THRU 04/25/2019	17.85
TOTAL CURRENT WORK	1,514.35

TOWN OF LOXAHATCHEE GROVES

04/26/2019

ACCOUNT NO: 1574-1107623

STATEMENT NO: 25116

Brightworks PUD Application (Wawa/Aldi/Chase)

BALANCE DUE	$1,514.35

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Suite 200
Fort Lauderdale, Florida 33308
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04/26/2019

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

ACCOUNT NO: 1574-1107628
STATEMENT NO: 25117

Attn: William F. Underwood, II - Town Manager

Water Control District General Matters

			HOURS	
04/01/2019	MDC	Review materials on 4/2 agenda with JT, review statute on district appointments, financials.	0.30	
04/11/2019	MDC	Telephone conference with JT, FR re: District/Town assessment matters.	0.80	
		FOR CURRENT SERVICES RENDERED	1.10	225.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.10	$205.00	$225.50

TOTAL CURRENT WORK	225.50
BALANCE DUE	$225.50

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

TO: **Water Control District Board of Supervisors**

FROM: **James Titcomb, Town Manager**

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

SUBJECT: **Warrant No. 2019-DD3 Reimbursement to Town of Loxahatchee Groves**

Background:

The Town of Loxahatchee Groves pays all its expenditures, including those of its dependent district--the Loxahatchee Groves Water Control District, from its Well Fargo bank account in the Town's General Fund. Therefore, funds from non-ad valorem assessments collected in the District's Florida Community Bank account must be transferred to the Wells Fargo account to cover District expenditures. Further, the District is required by state law to approve warrants or all payments made.

Warrant No. 2019-03 serves to transfer funds to reimburse payment of invoices for the period from March 8, 2019 to April 17, 2019 and payroll for the period from March 1, 2019 to March 29, 2019. It is the fourth such transfer and approval of District warrants since the consolidation of the two governments on June 25th.

The total transfer for warrants during the period is $194,432.14based on the attached detail reflecting check runs for the District totaling $161,326.21 and payroll for the District totaling $33,105.63.

Recommendations: Staff recommends the approval of Warrant No. 2019-03.

ATTACHMENT 4

TOWN OF LOXAHATCHEE GROVES
CHECK REQUEST FORM

Department:	Loxahatchee Groves Water Control District	Date:	05/07/2019
Vendor Name:	Town of Loxahatchee Groves	Vendor No:	
Street:	155 F Road	Invoice No:	2019-03
City, State, Zip:	Loxahatchee Groves, FL 34957	Invoice Amt:	$194,432.14

Description of payment request:

Reimbursment to TOLG -
LGWCD Invoices paid- March 8, 2019- April 17, 2019
LGWCD Payroll paid from 3/1/2019 through 3/29/2019

Purchases over $1000 required supporting documentation (must be attached):

Account Number	Available Budget ($)	Amount ($)
Florida Community Bank Checking		$194,432.14

Total Check Request Amount:

Approval:	Approval:	Town Council Approval:
Finance		5/7/2019
User Department	Town Manager/Designee	Date:

Authority Limits:

Up to $1000.00	Designee to $3000 Manager to $10,000	Over $10,000.00

Check Information

	Mail
x	Return to Originating Department

WARRANT NO. 2019-03

TREASURER OF LOXAHATCHEE GROVES WATER CONTROL DISTRICT
STATE OF FLORIDA

PAY TO Town of Loxahatchee Groves

One Hundred Ninety-Four Thousand Four Hundred Thirty-Two and 14/100 DOLLARS

FROM THE GENERAL FUND OF THE WATER CONTROL DISTRICT AS FOLLOWS:

ACCOUNT NO.	AMOUNT	NOTATION
1.Florida Community Bank, acct -5637	$194,432.14	Reimburse Wells Fargo for District Check Runs
2.		
3.		
4.		
5.		
6.		

DATE: May 7, 2019

CHECK NO. _____

AMOUNT: $ 194,432.14

BY ORDER OF THE BOARD OF SUPERVISORS OF
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
LOXAHATCHEE, FLORIDA

_____
PRESIDENT OF THE DISTRICT

ATTEST:

_____
TOWN CLERK, SECRETARY TO DISTRICT

_____
TREASURER OF THE DISTRICT

LGWCD Invoices Paid by Town of Loxahatchee Groves

Date	Check Run	Total Paid		Payroll Date	Total Payroll	Less Town Payroll Expense	LGWCD Payroll
3/11/2019	8863-8874	$25,716.73		3/1/2019	$ 20,850.32	$ (10,373.70)	$ 10,476.62
3/17/2019	8873-8894	$ 6,543.72		3/15/2019	$ 18,571.72	$ (7,104.81)	$ 11,466.91
4/4/2019	8905-8917	$ 112,888.63		3/29/2019	$ 26,004.72	$ (14,842.32)	$ 11,162.40
4/17/2019	8937-8944; 8946-8952	$ 16,177.13					
Total LGWCD Expenses		**$ 161,326.21**		**Total LGWCD Payroll**	$ 65,426.76	$ (32,320.83)	**$ 33,105.93**
Grand Total Due TOLG		**$ 194,432.14**					

Town of Loxahatchee Groves
LGWCD Invoices Paid by Town of Loxahatchee Groves
Check Runs for District Expenses: October 2018 - February 2019

Payroll Date	District	Town	Council	Total Salaries	Processing Fee	Net Other Deductions/ Withholding	Total Cash Requirement	# Employees	Fee per Employee	Town Fees	Town Payroll
3/1/2019	$ 10,269.83	$ 6,292.83	$ 3,750.00	$ 20,312.66	$ 537.66	$ 64.28	$ 20,850.32	13	$ 41.36		$ 10,373.70
3/15/2019	$ 10,410.50	$ 6,344.50	$ -	$ 16,614.12	$ 537.60	$ (195.52)	$ 18,571.72	13	$ 41.35		$ 7,104.81
3/29/2019	$ 10,129.38	$ 9,753.32	$ 3,750.00	$ 24,034.68	$ 550.04	$ 360.40	$ 26,004.72	14	$ 39.29		$ 14,842.32
	$ 30,809.71	$ 22,390.65	$ 7,500.00	$ 60,961.46	$ 1,625.30	$ 122.00	$ 65,426.76			$ -	$ 32,320.83

Reconciliation of Town Payroll:

Town Council	$ 7,500.00
Town staff	$ 22,390.65
Insurance	$ 1,250.00
Processing fee	$ 1,180.18
	$ 32,320.83

Town of Loxahatchee
Bank Register Report - Wells Fargo
Ck Runs for District Expenses: March 8 through April 17th, 2019

Fund	Payment date	Payment number	Vendor name	Account number	Total
105	4/3/19	8905	115-Waste Pro-Palm Beach	105-50-53-538-54300	$316.44
105	4/3/19	8906	Aflac	105-50-53-538-52300	$243.18
105	4/3/19	8907	Big and Small Autocare, LLC	105-50-53-538-54680	$540.62
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-54-541-55200	
105	4/3/19	8908	Cintas Corporation #283	105-50-54-541-55200	$1,432.64
105	4/3/19	8909	Comcast	105-50-53-538-54100	$357.75
105	4/3/19	8910	Everglades Equipment Group	105-50-53-538-56400	$50,349.70
105	4/3/19	8911	FPL	105-50-53-538-54300	$19.31
105	4/3/19	8912	John Deere Financial / Deere Credit, Inc.	105-50-53-538-54440	$31,590.03
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	

Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Runs for District Expenses: March 8 through April 17th, 2019

Fund	Payment date	Payment number	Vendor name	Account number	Total
105	3/8/19	8861	Wells Fargo	105-50-54-541-55200	$119.94
105	3/8/19	8863	115-Waste Pro-Palm Beach	105-50-53-538-54300	$316.44
105	3/8/19	8864	Aquagenix	105-50-53-538-53400	$1,974.17
105	3/8/19	8865	Big and Small Autocare, LLC	105-50-53-538-54680	$1,537.50
105	3/8/19	8866	FPL	105-50-53-538-54300	$13.49
105	3/8/19	8867	Lowe's Removal Service	105-50-53-538-54680	$600.00
105	3/8/19	8868	MJC Land Development	105-50-54-541-55310	$18,226.20
105	3/8/19	8869	Original Equipment Auto & Truck Parts	105-50-53-538-55220	
105	3/8/19	8869	Original Equipment Auto & Truck Parts	105-50-53-538-55220	
105	3/8/19	8869	Original Equipment Auto & Truck Parts	105-50-54-541-55200	
105	3/8/19	8869	Original Equipment Auto & Truck Parts	105-50-53-538-54680	
105	3/8/19	8869	Original Equipment Auto & Truck Parts	105-50-53-538-55210	$192.86
105	3/8/19	8870	Palmdale Oil Company, Inc.	105-50-53-538-55210	$966.00
105	3/8/19	8871	Southern Lawn Equipment	105-50-53-538-54680	
105	3/8/19	8871	Southern Lawn Equipment	105-50-53-538-54680	
105	3/5/19		Southern Lawn Equipment	105-50-53-538-54680	$21.35

Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Runs for District Expenses: March 8 through April 17th, 2019

Fund	Payment date	Payment number	Vendor name	Account number	Total
105	3/8/19	8861	Wells Fargo	105-50-54-541-55200	$119.94
105	3/8/19	8872	Tractor Supply	105-50-54-541-55200	$698.78
105	3/11/19	8873	Bob Reagan	105-50-54-541-55200	$1,000.00
105	3/11/19	8874	Coverall North America	105-50-53-538-53400	$50.00
			Total March 8-11th check run		**$25,716.73**
105	3/18/19	8887	AT&T	105-50-53-538-54100	$130.41
105	3/18/19	8888	Bank of America Visa	105-50-53-538-54100	
105	3/18/19	8888	Bank of America Visa	105-50-53-538-54680	
105	3/18/19	8888	Bank of America Visa	105-50-54-541-55200	
105	3/18/19	8888	Bank of America Visa	105-50-54-541-55200	$3,022.58
105	3/18/19	8889	Coverall North America	105-50-53-538-53400	$200.00
105	3/18/19	8890	Crystal Springs	105-50-54-541-55200	$124.94
105	3/18/19	8891	FPL	105-50-53-538-54300	
105	3/18/19	8891	FPL	105-50-53-538-54300	
105	3/18/19	8891	FPL	105-50-53-538-54300	
105	3/18/19	8891	FPL	105-50-53-538-54300	
105	3/18/19	8891	FPL	105-50-53-538-54300	$258.44

Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Runs for District Expenses: March 8 through April 17th, 2019

Fund	Payment date	Payment number	Vendor name	Account number	Total
105	3/8/19	8861	Wells Fargo	105-50-54-541-55200	$119.94
105	3/18/19	8892	Konica Minolta Business Solutions	105-50-54-541-55200	$2.42
105	3/18/19	8893	United Healthcare	105-50-53-538-52300	$2,704.93
105	3/18/19	8894	Yee S Corporation	105-50-53-538-54300	$100.00
			Total March 18th check run		**$6,543.72**

Town of Loxahatchee
Bank Register Report - Wells Fargo
Ck Runs for District Expenses: March 8 through April 17th, 2019

Fund	Payment date	Payment number	Vendor name	Account number	Total
105	4/3/19	8905	115-Waste Pro-Palm Beach	105-50-53-538-54300	$316.44
105	4/3/19	8906	Aflac	105-50-53-538-52300	$243.18
105	4/3/19	8907	Big and Small Autocare, LLC	105-50-53-538-54680	$540.62
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-53-538-53400	
105	4/3/19	8908	Cintas Corporation #283	105-50-54-541-55200	
105	4/3/19	8908	Cintas Corporation #283	105-50-54-541-55200	$1,432.64
105	4/3/19	8909	Comcast	105-50-53-538-54100	$357.75
105	4/3/19	8910	Everglades Equipment Group	105-50-53-538-56400	$50,349.70
105	4/3/19	8911	FPL	105-50-53-538-54300	$19.31
105	4/3/19	8912	John Deere Financial / Deere Credit, Inc.	105-50-53-538-54440	$31,590.03
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	

Town of Loxahatchee
Bank Register Report - Wells Fargo
Ck Runs for District Expenses: March 8 through April 17th, 2019

105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8913	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8914	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8914	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8914	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8914	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8914	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8914	Palm Beach Aggregates, LLC	105-50-54-541-55310	
105	4/3/19	8914	Palm Beach Aggregates, LLC	105-50-54-541-55310	$24,233.71
105	4/3/19	8915	Palmdale Oil Company, Inc.	105-50-53-538-55210	$966.00
105	4/3/19	8916	Sun Life Financial	105-50-53-538-52300	$134.32
105	4/3/19	8917	United Healthcare	105-50-53-538-52300	$2,704.93
			Total April 3rd check run		**$112,888.63**
105	4/17/19	8933	United Healthcare	105-50-53-538-52300	$2,704.93

Town of Loxahatchee
Bank Register Report - Wells Fargo
Ck Runs for District Expenses: March 8 through April 17th, 2019

105	4/17/19	8937	Aquagenix	105-50-53-538-53400	$1,974.17
105	4/17/19	8938	AT&T	105-50-53-538-54100	$130.41
105	4/17/19	8939	Caban Property Management	105-50-53-538-54680	$560.00
105	4/17/19	8940	Cintas Corporation #283	105-50-54-541-55200	$52.40
105	4/17/19	8941	Coverall North America	105-50-53-538-53400	$200.00
105	4/17/19	8942	Crystal Springs	105-50-54-541-55200	$23.89
105	4/17/19	8943	D.S. Eakins	105-50-54-541-55310	$1,463.76
105	4/17/19	8944	FPL	105-50-53-538-54300	
105	4/17/19	8944	FPL	105-50-53-538-54300	
105	4/17/19	8944	FPL	105-50-53-538-54300	
105	4/17/19	8944	FPL	105-50-53-538-54300	
105	4/17/19	8944	FPL	105-50-53-538-54300	
105	4/17/19	8944	FPL	105-50-53-538-54300	
105	4/17/19	8944	FPL	105-50-53-538-54300	$426.24
105	4/17/19	8946	Interstate Products, Inc.	105-50-54-541-55200	$296.60
105	4/17/19	8947	Konica Minolta Business Solutions	105-50-53-538-55100	$2.75
105	4/17/19	8948	Mako Hose and Rubber Co.	105-50-54-541-55200	$367.69
105	4/17/19	8949	Original Equipment Auto & Truck Parts	105-50-54-541-55200	
105	4/17/19	8949	Original Equipment Auto & Truck Parts	105-50-54-541-55200	

Town of Loxahatchee

Bank Register Report - Wells Fargo

Ck Runs for District Expenses: March 8 through April 17th, 2019

105	4/17/19	8949	Original Equipment Auto & Truck Parts	105-50-54-541-55200		
105	4/17/19	8949	Original Equipment Auto & Truck Parts	105-50-54-541-55200		
105	4/17/19	8949	Original Equipment Auto & Truck Parts	105-50-54-541-55200		
105	4/17/19	8949	Original Equipment Auto & Truck Parts	105-50-54-541-55200	$128.20	
105	4/17/19	8950	Palm Beach Aggregates, LLC	105-50-54-541-55310		
105	4/17/19	8950	Palm Beach Aggregates, LLC	105-50-54-541-55310		
105	4/17/19	8950	Palm Beach Aggregates, LLC	105-50-54-541-55310		
105	4/17/19	8950	Palm Beach Aggregates, LLC	105-50-54-541-55310		
105	4/17/19	8950	Palm Beach Aggregates, LLC	105-50-54-541-55310		
105	4/17/19	8950	Palm Beach Aggregates, LLC	105-50-54-541-55310	$5,344.58	
105	4/17/19	8951	Palmdale Oil Company, Inc.	105-50-53-538-55210		
105	4/17/19	8951	Palmdale Oil Company, Inc.	105-50-53-538-55210		
		Credit Memo	Palmdale Oil Company, Inc.	105-50-53-538-55210	$2,364.91	
105	4/17/19	8952	Tractor Supply	105-50-54-541-55200		
		Credit Memo	Tractor Supply	105-50-54-541-55200	$136.60	
			Total April 17th check run		**$16,177.13**	
			Grand Total of all check runs			161326.21

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155 F Road Loxahatchee Groves, FL 33470

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

FROM: **Jim Fleischmann**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Groves Town Center PUD Plat (Resolution 2019-27)**

Background: Resolution 2019-27 Approval of Groves Town Center PUD Plat.

The Groves Town Center PUD is an 89.953 acre parcel of land located at the northeast corner of "B" Road and Southern Boulevard. The Town Council, on February 17, 2013, adopted Ordinance 2013-10, approving rezoning of the property from the Agricultural Residential (AR) zoning district to Multiple Land Use Planned Unit Development (MLUPUD/PUD), including the Final Conceptual Master Plan and Final Conditions of Approval. The Town Council, on November 6 2018, adopted Ordinance 2018-08 amending the MLU/PUD approval, including an amended Final Conceptual Master Plan and Final Conditions of Approval. Approval of a plat is the next step in the development process.

A plat is a detailed map of a tract or parcel of land showing the designation of lots, blocks, sub-parcels or other portions of the property and meets the technical requirements of ULDC Article 140 *Subdivision of Land*, Division I *Platting*.

The Applicant, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc. has filed an application for plat approval. The Town staff and consultants (Attorney, Planning and Engineering) have determined Plat Application 2019-01 to be in compliance with Ordinance 2018-08 and the technical requirements of the Loxahatchee Groves Unified Land Development Code.

The following attachments are included:

1. Resolution 2019-27
2. Town Consulting Engineer's Technical Compliance Review (TCR).

Recommendations:

Staff finds Plat Approval Application PA 2019-01 consistent with the Loxahatchee Groves Comprehensive Plan, Town Ordinance 2018-08 and the Town's Unified Land Development Code (ULDC) and recommends approval of Resolution 2019-27, as attached hereto.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-27

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE GROVES TOWN CENTER PUD PLAT, FOR LAND OWNED BY LOXAHATCHEE EQUESTRIAN PARTNERS. LLC AND SOLAR SPORTSSYSTEMS, INC., CONSISTING OF 89.953 ACRES MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 177, Florida Statutes requires approval of a plat by the municipality in which it is located; and

WHEREAS, the Town Council, on February 17, 2013, adopted Ordinance 2013-10, approving the rezoning of the property from the Agricultural Residential (AR) zoning district to Multiple Land Use Planned Unit Development (MLUPUD/PUD), including the Final Conceptual Master Plan and Final Conditions of Approval ; and

WHEREAS, the Town Council, on November 6 2018, adopted Ordinance 2018-08 amending the MLU/PUD including an amended Final Conceptual Master Plan and Final Conditions of Approval ; and

WHEREAS, the notice and hearing requirements, as provided for in Section 115-010 *Table of public notice requirements* of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Engineering Consultant has completed a Technical Compliance Review (TCR) and recommended approval of the Groves Town Center PUD Plat Approval PA 2019-01; and

WHEREAS, the Groves Town Center PUD Plat Approval PA 2019-01, was presented to the Town Council at a quasi-judicial public hearing conducted on May 7, 2019; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town Consulting Engineer and Town staff.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

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

Section 2. The Town Council has considered the findings in the agenda report dated May 7, 2019 and Town Consulting Engineer TCR and Town staff recommendation and makes the following findings of fact:

1. Plat Approval PA 2019-01 is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.

2. Plat Approval PA 2019-01 is consistent with Town Ordinance 2018-08 (Groves town Center MLU/PUD)), as approved by the Town Council.

3. Plat Approval PA 2019-01, as presented in Exhibit B hereto, complies with Sections 140-030 *Plat submittal requirements* and Section 140-035 *Platted reservations and dedications* of the Town of Loxahatchee Groves Unified Land Development Code (ULDC) as determined by the Town Consulting Engineer. This Plat Approval, as presented in Exhibit B hereto, along with conditions of approval, as adopted and presented in Exhibit C hereto, complies with standards and conditions imposed on it by Town Ordinance 2018-08 and all other applicable provisions of the Town ULDC. The Town Council finds the conditions of approval, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town's character.

Section 3. Section 140-040 *Procedure,* Subsection (B) of the Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves for recordation the Groves Town Center PUD Plat Approval PA 2019-01 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof. A copy of PA 2019-01 and conditions of approval are presented in Exhibits B and C hereto and made a part hereof.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 7th day of May, 2019.

ATTEST:

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
TOWN CLERK

_____
Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

_____
Vice Mayor Dave Demarois

_____
Town Attorney

_____
Council Member Phillis Maniglia

_____
Council Member Lisa El-Ramey

_____
Council Member Laura Danowski

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP
The following Legal Descriptions are applicable to Resolution 2019-0x:

Parcel Control Numbers: 41-41-43-17-01-804-0030; 41-41-43-17-01-805-0010; and 41-41-43-17-01-806-0010.

LEGAL DESCRIPTION:

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
TOGETHER WITH:
TRACT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
TOGETHER WITH:
TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING THE PLAT THEROF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LESS AND EXCEPT:
THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
AND
THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LESS:
ADDITIONAL RIGHT-OF-WAY FOR B-ROAD AS PER RIGHT-OF-WAY DEEDS AS RECORDED IN OFFICIAL RECORD BOOK 28425, PAGE 1808, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING A 22.16 FOOT WIDE PARCEL LYING EAST OF AND PARALLEL WITH THE WEST LINE OF TRACT 4, BLOCK "I" LOXAHATCHEE GROVES PLAT, AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORD OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN THE TOWN OF LOXAHATCHEE GROVES.
SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
CONTAINING 3,918,371 SQUARE FEET/89.953 ACRES MORE OR LESS.

ALSO KNOWN AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 4, THENCE N 02° 10' 14" E ALONG THE WEST LINE OF SAID TRACT 4, A DISTANCE OF 1000.03 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1000' OF SAID TRACT 4; THENCE ALONG THE NORTH LINE OF THE SOUTH 1000', S 88° 26' 46" E, A DISTANCE OF 22.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE S 88° 26' 46" E, TO THE WEST LINE OF SAID TRACT 5, A DISTANCE OF 820.33 FEET; THENCE ALONG SAID WEST LINE N 02°10'14"E, A DISTANCE OF 1042.78 FEET TO THE NORTHWEST CORNER OF TRACT 5 AND THE NORTH LINE OF BLOCK "I"; THENCE ALONG THE NORTH LINE OF BLOCK "I", S 89°12'34" E, A DISTANCE OF 1673.07 FEET TO THE NORTHEAST CORNER OF TRACT 6; THENCE ALONG THE EAST LINE OF SAID TRACT 6, S 02°10'14" W A DISTANCE OF 1501.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 368.53 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°28'54", A DISTANCE OF 279.68 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 292.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°51'03", A DISTANCE OF 187.81 FEET; THENCE S 48°57'11" E A DISTANCE OF 36.75 FEET; THENCE N 88°26'46" W A DISTANCE OF 2261.86 FEET; THENCE N 43°14'58" W A DISTANCE OF 35.10 FEET; THENCE N 02°10'14" E A DISTANCE OF 855.14 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
CONTAINING 3,918,371 SQUARE FEET/89.953 ACRES MORE OR LESS.

LOCATION MAP

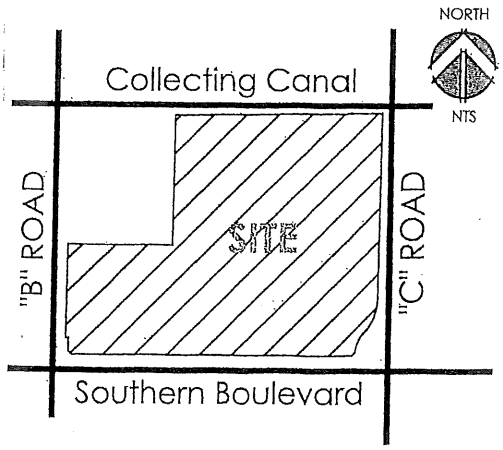
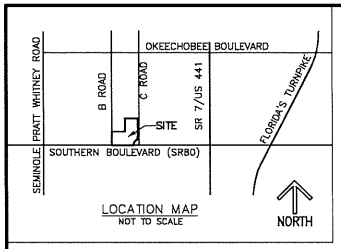


EXHIBIT B

GROVES TOWN CENTER PUD PLAT PA 2019-01
(Refer to the following pages)

GROVES TOWN CENTER PUD

BEING A REPLAT OF A PORTION OF TRACTS 4, 5 AND 6, BLOCK "I" OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7301-A WEST PALMETTO PARK ROAD, SUITE 100A
BOCA RATON, FLORIDA 33433 – (561)392-1991
LB #3591

TABULAR DATA

NAME	SQUARE FEET	ACRES
TOTAL AREA THIS PLAT	3,918,371	89.953
AREA OF TRACT POD B	3,670,923	84.272
AREA OF TRACT POD A	230,948	5.302
AREA OF TRACT R	16,500	0.379
AREA OF TRACT C-1	1,009,251	23.169
AREA OF TRACTS LB1, LB2, LB3 AND LB4	87,736	2.014

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT _____ M.
THIS ____ DAY OF _____ A.D. 2019 AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ AND _____.
SHARON R. BOCK
CLERK AND COMPTROLLER
BY: _____
DEPUTY CLERK

SHEET 1 OF 5

DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, THE OWNER OF THE LAND SHOWN HEREON AS GROVES TOWN CENTER BEING A REPLAT OF A PORTION OF TRACTS 4, 5 AND 6, BLOCK "I" OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES PUD, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1128, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING THE PLAT THEROF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1128, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 8, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS:

ADDITIONAL RIGHT-OF-WAY FOR B-ROAD AS PER RIGHT-OF-WAY DEEDS AS RECORDED IN OFFICIAL RECORD BOOK 28425, PAGE 1808, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING A 22.18 FOOT WIDE PARCEL LYING EAST OF AND PARALLEL WITH THE WEST LINE OF TRACT 4, BLOCK 1" LOXAHATCHEE GROVES PLAT, AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORD OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN THE TOWN OF LOXAHATCHEE GROVES.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 3,918,371 SQUARE FEET/89.953 ACRES MORE OR LESS.

ALSO KNOWN AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 4, THENCE N 02° 10' 14" E ALONG THE WEST LINE OF SAID TRACT 4, A DISTANCE OF 1000.03 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1000' OF SAID TRACT 4; THENCE ALONG THE NORTH LINE OF THE SOUTH 1000', S 88° 28' 46" E, A DISTANCE OF 22.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE S 88° 28' 46" E, TO THE WEST LINE OF SAID TRACT 5, A DISTANCE OF 820.33 FEET; THENCE ALONG SAID WEST LINE N 02°10'14"E, A DISTANCE OF 1042.78 FEET TO THE NORTHWEST CORNER OF TRACT 5 AND THE NORTH LINE OF BLOCK 1; THENCE ALONG THE NORTH LINE OF BLOCK 1', S 89°12'34" E, A DISTANCE OF 1873.07 FEET TO THE NORTHEAST CORNER OF TRACT 6; THENCE ALONG THE EAST LINE OF SAID TRACT 6, S 02°10'14" W A DISTANCE OF 1301.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 368.53 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°28'54", A DISTANCE OF 279.68 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 292.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°51'03", A DISTANCE OF 187.81 FEET; THENCE S 48°57'11" E A DISTANCE OF 35.75 FEET; THENCE N 88°28'46" W A DISTANCE OF 2281.86 FEET; THENCE N 43°14'58" W A DISTANCE OF 35.10 FEET; THENCE N 02°10'14" E A DISTANCE OF 855.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 3,918,371 SQUARE FEET/89.953 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT "POD A", AS SHOWN HEREON, IS HEREBY RESERVED FOR SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES PURSUANT TO PLANNING AND ZONING REGULATIONS OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CORPORATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

2. TRACT "POD B", AS SHOWN HEREON, IS HEREBY RESERVED FOR SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES PURSUANT TO PLANNING AND ZONING REGULATIONS OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CORPORATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

3. TRACT "R" AS SHOWN HEREON IS DEDICATED AS A PRIVATE ROADWAY WITH PUBLIC ACCESS OVER AND UPON TRACT R, SOLAR SPORTSYSTEMS, INC, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, ITS SUCCESSORS AND ASSIGNS ARE PERPETUALLY OBLIGATED TO MAINTAIN THE ROADWAY IMPROVEMENTS WITHIN TRACT R WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES. SOLAR SPORTSYSTEMS, INC. HEREBY RECOGNIZES THAT TRACT R AS DEDICATED AS SHOWN HEREON IS ONLY A PARTIAL DEDICATION OF THE OVERALL REQUIRED ROADWAY TRACT PURSUANT TO THE REQUIREMENTS OF TOWN OF LOXAHATCHEE GROVES ORDINANCE 2018-08, GROVES TOWN CENTER, CONDITIONS OF APPROVAL. THE TOWN SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN OR REPAIR ANY PORTION OF THE ROADWAY OR DRAINAGE FACILITIES LOCATED WITHIN TRACT R IF THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON OR PROPERTY IS IN IMMEDIATE HARM OR JEOPARDY (AN 'EMERGENCY') BUT ONLY TO SUCH EXTENT AND IN SUCH SCOPE AND DURATION AS IS ABSOLUTELY NECESSARY TO RESOLVE SUCH EMERGENCY. IF THE TOWN DEEMS IT NECESSARY TO PERFORM SUCH MAINTENANCE OR REPAIR, THE TOWN MAY REQUIRE THE PARTY RESPONSIBLE FOR THE MAINTENANCE OF TRACT R TO PAY FOR ALL OR PART OF THE MAINTENANCE COST.

4. ACCESS EASEMENT SHOWN HEREON, IS HEREBY RESERVED FOR SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, SIGNAGE AND RELATED PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CORPORATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

5. CONSERVATION TRACT "C-1" AS SHOWN HEREON, IS HEREBY RESERVED FOR SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSES OUTLINED IN THAT CERTAIN RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT (COVENANT) AS RECORDED IN OFFICIAL RECORD BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. PUBLIC ACCESS UPON AND ACROSS TRACT "C-1" IS LIMITED TO THE EQUESTRIAN TRAIL USES DESCRIBED IN THE COVENANT.

6. TRACTS "LB1", "LB2", "LB3" AND "LB4", LANDSCAPE BUFFER EASEMENTS (LB) SHOWN HEREON, ARE HEREBY RESERVED FOR SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER, DRAINAGE, AND SIGNAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID CORPORATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

7. THE LIMITED ACCESS EASEMENTS ("LAE") AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, FOR THE PURPOSES OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS. PORTIONS OF THE LIMITED ACCESS EASEMENT MAY BE VACATED BY THE TOWN FOR ANY PORTION BEING AFFECTED BY FUTURE SUBDIVISIONS OF OTHER PODS WHEREAS VEHICULAR CONNECTIVITY TO PUBLIC RIGHTS-OF-WAY IS DEEMED APPROPRIATE THROUGH THE TOWNS RESOLUTION PROCESS FOR APPROVALS FOR THE FUTURE SITE PLANS.

8. PURSUANT TO THE REQUIREMENTS OF TOWN OF LOXAHATCHEE GROVES ORDINANCE 2018-08, GROVES TOWN CENTER CONDITIONS OF APPROVAL, A CONCEPTUAL DRAINAGE PLAN COVERING THE ENTIRETY OF THE GROVES TOWN CENTER PUD, INCLUDING THE LEGAL POSITIVE OUTFALL FOR POD A AND ANY TEMPORARY DRAINAGE PONDS THAT ARE LOCATED ON THE PROPERTY AT THE TIME OF THE RECORDING OF THIS PLAT, SHALL BE PREPARED AND APPROVED BY THE TOWN ENGINEER PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING LOCATED ON POD A. LEGAL POSITIVE OUTFALL FOR FUTURE PODS WILL BE PROVIDED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR EACH FUTURE POD.

9. THE NON-EXCLUSIVE CANAL MAINTENANCE EASEMENT ("CME"), AS SHOWN HEREON, IS HEREBY RESERVED FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES RELATED TO COLLECTING CANAL. LOXAHATCHEE EQUESTRIAN PARTNERS, LLC AND SOLAR SPORTSYSTEMS, INC. AND THEIR SUCCESSORS AND ASSIGNS MAY UTILIZE THE CME FOR ANY AND ALL USES PERMITTED IN THAT CERTAIN RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK _____ PAGE _____, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IN WITNESS WHEREOF, THE ABOVE-NAMED SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CHIEF EXECUTIVE OFFICER.

THIS _____ DAY OF _____, 2019.

WITNESS: _____
PRINT NAME: _____
WITNESS: _____
PRINT NAME: _____

SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA.
BY: _____
CHRISTOPHER J. FEENET,
AS CHIEF EXECUTIVE OFFICER

WITNESS: _____
PRINT NAME: _____
WITNESS: _____
PRINT NAME: _____

LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY.
BY: _____
CHRISTOPHER J. FEENET,
AS CHIEF EXECUTIVE OFFICER

ACKNOWLEDGMENT:

STATE OF _____)
COUNTY OF _____)

BEFORE ME PERSONALLY APPEARED CHRISTOPHER J. FEENET, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS CHIEF EXECUTIVE OFFICER, OF SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS CHIEF EXECUTIVE OFFICER OF SAID LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC
COMMISSION NUMBER: _____ _____
PRINT NAME

SOLAR SPORTSYSTEMS, INC | SOLAR SPORTSYSTEMS, INC NOTARY | LOXAHATCHEE EQUESTRIAN PARTNERS, LLC | LOXAHATCHEE EQUESTRIAN PARTNERS, LLC NOTARY

ACKNOWLEDGMENT:

STATE OF _____)
COUNTY OF _____)

BEFORE ME PERSONALLY APPEARED CHRISTOPHER J. FEENET, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS CHIEF EXECUTIVE OFFICER, OF LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS CHIEF EXECUTIVE OFFICER OF SAID LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2019.

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC
COMMISSION NUMBER: _____ _____
PRINT NAME

APPROVALS, TOWN OF LOXAHATCHEE GROVES:

THE PLAT IS HEREBY APPROVED FOR RECORD BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO THE ORDINANCES OF THE SAID TOWN IN ACCORDANCE WITH SECTION 177.071(2), F.S., THIS _____ DAY OF _____, 2019

ATTEST: _____
LAKISHA BURCH
TOWN CLERK

BY: _____
ROBERT SHORR
MAYOR

BY: _____
JAMIE TITCOMB
TOWN MANAGER

DATED: _____

BY: _____
RANDY WERTEPNY, P.E.
TOWN ENGINEER

TOWN OF LOXAHATCHEE GROVES | TOWN OF LOXAHATCHEE GROVES ENGINEER | REVIEWING SURVEYOR

REVIEWING SURVEYOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081(1) OF THE FLORIDA STATUTES AND THE ORDINANCES FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR THE FIELD VERIFICATION OF THE PERMANENT REFERENCE MARKERS (P.R.M.'S) OR PERMANENT CONTROL POINTS (P.C.P.'S).

BY: _____ DATE: _____
SCOTT F. BRYSON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO.: 5991

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, MATTHEW SCOTT, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN SOLAR SPORTSYSTEMS, INC, A NEW YORK CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC.; THAT THE CURRENT REAL ESTATE TAXES HAVE BEEN PAID FOR SUCH PROPERTY THAT ARE OTHERWISE DUE AND PAYABLE; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____ _____
MATTHEW SCOTT
ATTORNEY AT LAW
LICENSED IN FLORIDA

SURVEY NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT TOWN OF LOXAHATCHEE GROVES ZONING REGULATIONS.

3. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S.88°12'34"E. ALONG THE NORTH LINE OF TRACTS 5 AND 6, BLOCK "I", LOXAHATCHEE GROVES, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).

4. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

5. BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE (NGVD29) NATIONAL GEODETIC VERTICAL DATUM OF 1929. BENCHMARK ORIGIN SHOWN HEREON IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEYS CONTROL POINT "H 413" PID AD8196 HAVING A PUBLISHED ELEVATION OF 16.89' (NAVD88). WITH A CONVERSION FACTOR OF +1.49 TO NGVD29.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

DATED: _____ _____

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 6272
CAULFIELD AND WHEELER, INC.
CERTIFICATE OF AUTHORIZATION NUMBER 3591
7900 GLADES ROAD SUITE 100
BOCA RATON, FL. 33434

SURVEYOR

120

7

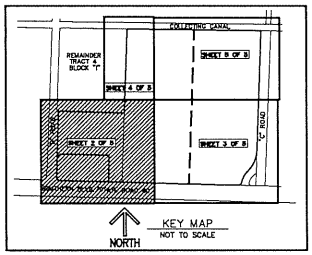
Resolution 2019-27

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7301-A WEST PALMETTO PARK ROAD, SUITE 100A
BOCA RATON, FLORIDA 33433 – (561)392-1991
LB #3591

GROVES TOWN CENTER PUD

BEING A REPLAT OF A PORTION OF TRACTS 4, 5 AND 6, BLOCK "I" OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA

SHEET 4 OF 5



NOTES
COORDINATES, BEARINGS AND DISTANCES
COORDINATES SHOWN ARE GRID
DATUM = NAD 83 2002 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.000002
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ROTATION EQUATION:
SOUTH 89°12'34" EAST (PLAT)
SOUTH 89°12'53" EAST (GRID)
PLAT TO GRID BEARING = 00°00'01" CLOCKWISE

COORDINATES SHOWN ON THE CONTROL P.R.M.S MEET OR EXCEED THE LOCAL ACCURACY REQUIREMENTS OF A 2 CENTIMETER GEODETIC CONTROL SURVEY.

COORDINATE VALUES SHOWN ARE PER SIMON TRUST BOUNDARY PLAT PLAT BOOK 116, PAGE 25

NORTH

GRAPHIC SCALE
(IN FEET)
60 0 30 60 120
INTENDED DISPLAY SCALE 1 INCH = 60 FEET

LEGEND:
BM – BENCHMARK
CME – CANAL MAINTENANCE EASEMENT
F.D.O.T. – FLORIDA DEPARTMENT OF TRANSPORTATION
FND. – FOUND
FPL – FLORIDA POWER & LIGHT
LAE – DENOTES LIMITED ACCESS EASEMENT
LB – DENOTES LANDSCAPE BUFFER EASEMENT
N.T.S. – DENOTES NOT TO SCALE
NGVD 29 – NATIONAL GEODETIC VERTICAL DATUM OF 1929
NAVD 88 – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
O.R.B. – DENOTES OFFICIAL RECORDS BOOK
(P) – DENOTES PLAT
P.B. – DENOTES PLAT BOOK
PBCUE – PALM BEACH COUNTY UTILITY EASEMENT
PG. – DENOTES PAGE
Δ – DENOTES DELTA (CENTRAL ANGLE)
L – DENOTES ARC LENGTH
R – DENOTES RADIUS
R/W – DENOTES RIGHT-OF-WAY
SF – DENOTES SQUARE FEET
S.R. – DENOTES STATE ROAD
UE – INDICATES UTILITY EASEMENT.
P.R.M. ■ – INDICATES 4" X 4" X 24" PERMANENT REFERENCE MONUMENT MARKED LB 3591, UNLESS OTHERWISE NOTED
◆ – INDICATES NGS SURVEY BENCHMARK.

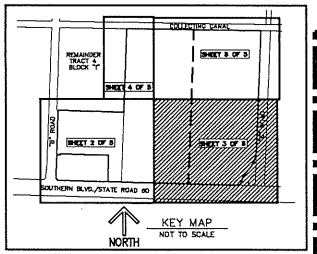
LOT 1, SIMON TRUST BOUNDARY PLAT (PLAT BOOK 116, PAGE 25)
NORTHWEST CORNER OF THE SOUTH 1000' TRACT 4, BLOCK "I" LOXAHATCHEE GROVES (PLAT BOOK 12, PAGE 29)
REMAINDER OF TRACT 4, BLOCK "I" LOXAHATCHEE GROVES (PLAT BOOK 12, PAGE 29)
N. LINE OF THE SOUTH 1000' OF TRACT 4, BLOCK "I"
POINT OF BEGINNING
N 855588.96
E 887705.58
S88°26'46"E 820.33'
SET PRM
N 855566.71
E 888525.62
TRACT C-1
N88°26'46"W 821.41'
798.41'
R=100.00' Δ=89°23'00" L=156.00'
N02°10'14"E 1042.78' (TOTAL)
S02°10'14"W 745.10'
EAST R/W LINE (O.R.B. 28425, PAGE 1608)
20' LAKE MAINTENANCE EASEMENT
RESERVATION COMMUNITY PARK AREA
"B" ROAD (PLAT BOOK 12, PAGE 29) 60' RIGHT-OF-WAY
TRACT LB1
TRACT LB2
TRACT LB3
TRACT LB4
TRACT R
16,500 SQUARE FEET 0.378 ACRES
POD B
3,670,923 SQUARE FEET
84.272 ACRES
POD A
230,948 SQUARE FEET
5.302 ACRES
ACCESS EASEMENT
12' FPL & BST EASEMENT (ORB 5363, PG. 1543; ORB 5363, PG. 1549; ORB 561, PG. 669; PG. 1615; ORB 561, PG. 669)
22.18' ADDITIONAL RIGHT-OF-WAY (O.R.B. 28425, PAGE 1608)
LOXAHATCHEE GROVES COMMONS (PLAT BOOK 121, PAGE 95)
W. LINE OF TRACT 4, BLOCK "I"
N 854734.43
E 887673.19
N 854708.86 BM ELEV= 18.99 NGVD 29 BM ELEV= 17.50 NAVD 88
E 887697.25
N43°14'58"W 14.24'
N43°14'58"W 35.10'
PLATTED S.E. CORNER OF TRACT 3, BLOCK "I"
NORTH R/W LINE (O.R.B. 5463, PAGE 1126)
N. RIGHT-OF-WAY LINE STATE ROAD 80 (O.R.B. 5463, PAGE 1126)
N88°26'46"W 634.02'
N88°26'46"W 844.43'
N88°26'46"W 1507.68'
N88°26'46"W 1632.43'(TOTAL)
735.50' PRM TO PRM
N88°26'46"W 2261.86' (TOTAL)
N854591.38
E 888341.44
BM ELEV= 19.15 NGVD 29 BM ELEV= 17.66 NAVD 88
SOUTHERN BLVD./STATE ROAD 80
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP SECTION 93120-2538 (DATED 7/29/86)
(ROAD PLAT BOOK 2, PAGE 11)
(DEED BOOK 1005, PAGE 377)
(O.R.B. 5463, PAGE 1126)
POINT OF COMMENCEMENT
SOUTHWEST CORNER OF TRACT 4, BLOCK "I" LOXAHATCHEE GROVES (PLAT BOOK 12, PAGE 29)
S88°26'46"E 2515.17'
PLATTED SOUTH LINE OF BLOCK "I", LOXAHATCHEE GROVES
ORIGINAL BASELINE ESTABLISHED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SOUTH RIGHT-OF-WAY LINE STATE ROAD 80

SHEET 2 OF 5
SHEET 3 OF 5

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7301-A WEST PALMETTO PARK ROAD, SUITE 100A
BOCA RATON, FLORIDA 33433 – (561)392-1991
LB #3591

GROVES TOWN CENTER PUD

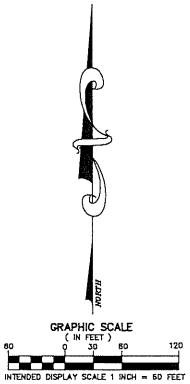
BEING A REPLAT OF A PORTION OF TRACTS 4, 5 AND 6, BLOCK "I" OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA



NOTES
COORDINATES, BEARINGS AND DISTANCES
COORDINATES SHOWN ARE GRID
DATUM = NAD 83 2002 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.000002
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ROTATION EQUATION:
SOUTH 89°12'34" EAST (PLAT)
SOUTH 89°12'33" EAST (GRID)
PLAT TO GRID BEARING = 00°00'01" CLOCKWISE

COORDINATES SHOWN ON THE CONTROL P.R.M.S MEET OR EXCEED THE LOCAL ACCURACY REQUIREMENTS OF A 2 CENTIMETER GEODETIC CONTROL SURVEY.

COORDINATE VALUES SHOWN ARE PER SIMON TRUST BOUNDARY PLAT PLAT BOOK 118, PAGE 28



LEGEND:
BM – BENCHMARK
CME – CANAL MAINTENANCE EASEMENT
F.D.O.T. – FLORIDA DEPARTMENT OF TRANSPORTATION
FND. – FOUND
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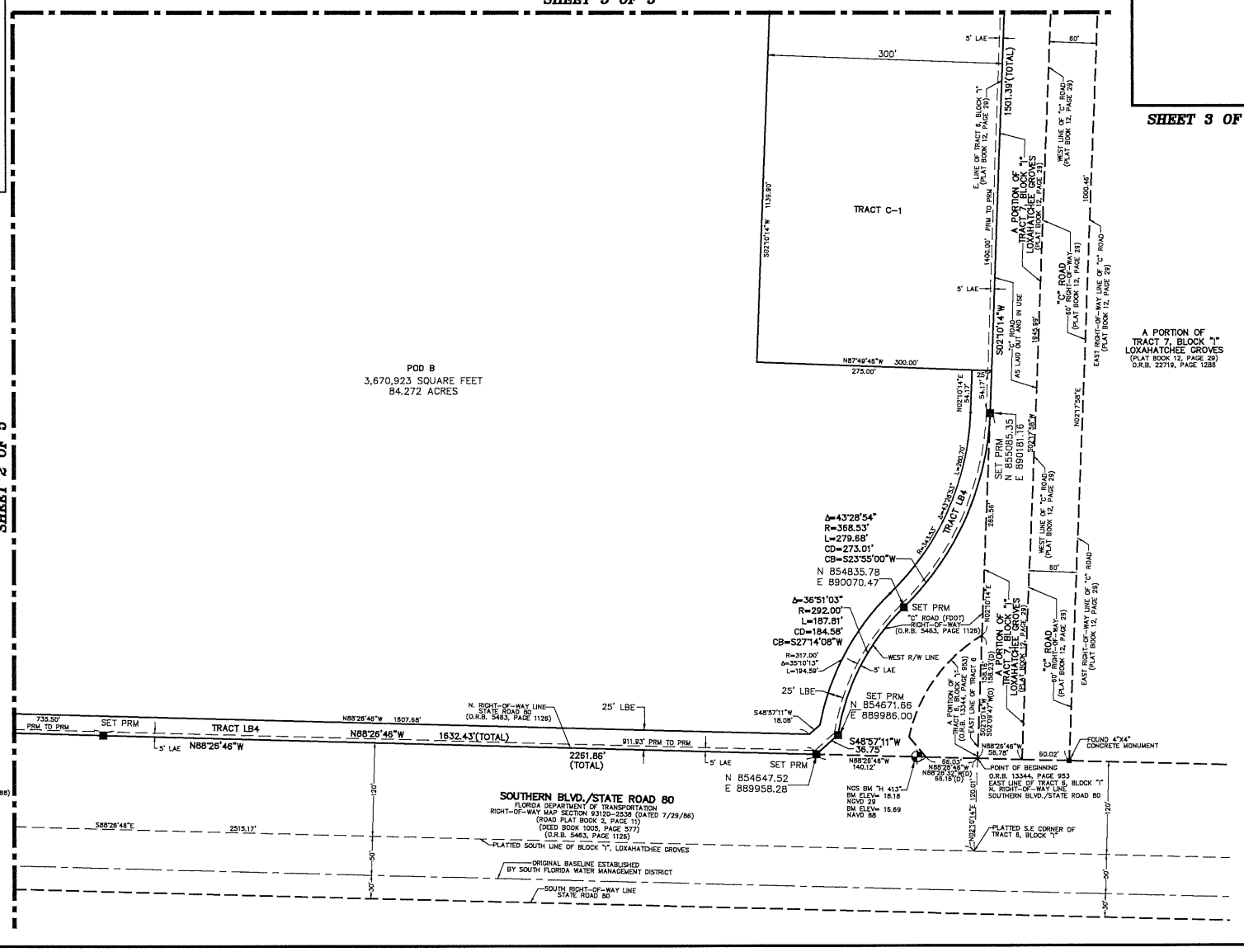
R – DENOTES RADIUS
R/W – DENOTES RIGHT-OF-WAY
SF – DENOTES SQUARE FEET
S.R. – DENOTES STATE ROAD
UE – INDICATES UTILITY EASEMENT.
P.R.M. ■ – INDICATES 4" x 4" x 24" PERMANENT REFERENCE MONUMENT MARKED LB 3391, UNLESS OTHERWISE NOTED
⊕ – INDICATES NGS SURVEY BENCHMARK.

SHEET 5 OF 5



GROVES TOWN CENTER PUD

BEING A REPLAT OF A PORTION OF TRACTS 4, 5 AND 6, BLOCK "I" OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7301-A WEST PALMETTO PARK ROAD, SUITE 100A
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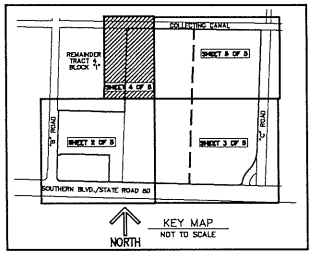


KEY MAP
NOT TO SCALE

NOTES
COORDINATES, BEARINGS AND DISTANCES
COORDINATES SHOWN ARE GRID
DATUM = NAD 83 2022 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.000002
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ROTATION EQUATION:
SOUTH 89°12'34" EAST (PLAT)
SOUTH 89°12'33" EAST (GRID)
PLAT TO GRID BEARING = 00°00'01" CLOCKWISE

COORDINATES SHOWN ON THE CONTROL P.R.M.S MEET OR EXCEED THE LOCAL ACCURACY REQUIREMENTS OF A 2 CENTIMETER GEODETIC CONTROL SURVEY.

COORDINATE VALUES SHOWN ARE PER SIMON TRUST BOUNDARY PLAT PLAT BOOK 116, PAGE 26

GRAPHIC SCALE
(IN FEET)
60 0 30 60 120
INTENDED DISPLAY SCALE 1 INCH = 60 FEET

LEGEND:
BM – BENCHMARK
CME – CANAL MAINTENANCE EASEMENT
F.D.O.T. – FLORIDA DEPARTMENT OF TRANSPORTATION
FND. – FOUND
FPL – FLORIDA POWER & LIGHT
LAE – DENOTES LIMITED ACCESS EASEMENT
LB – DENOTES LANDSCAPE BUFFER EASEMENT
N.T.S. – DENOTES NOT TO SCALE
NGVD 29 – NATIONAL GEODETIC VERTICAL DATUM OF 1929
NAVD 88 – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
O.R.B. – DENOTES OFFICIAL RECORDS BOOK
(P) – DENOTES PLAT
P.B. – DENOTES PLAT BOOK
PBCUE – PALM BEACH COUNTY UTILITY EASEMENT
PG. – DENOTES PAGE
Δ – DENOTES DELTA (CENTRAL ANGLE)
L – DENOTES ARC LENGTH
R – DENOTES RADIUS
R/W – DENOTES RIGHT-OF-WAY
SF – DENOTES SQUARE FEET
S.R. – DENOTES STATE ROAD
UE – INDICATES UTILITY EASEMENT.
P.R.M. ■ – INDICATES 4" X 4" X 24" PERMANENT REFERENCE MONUMENT MARKED LB 3591, UNLESS OTHERWISE NOTED
⊕ – INDICATES NGS SURVEY BENCHMARK.

TRACT 1, BLOCK B
LOXAHATCHEE GROVES
(PLAT BOOK 12, PAGE 29)

N 856608.75
E 888565.12

COLLECTING CANAL
LOXAHATCHEE GROVES
80' RIGHT-OF-WAY
(PLAT BOOK 12, PAGE 29)

(BEARING BASIS)
S89°12'34"E
1673.07' (TOTAL)

N. LINE OF TRACTS 5 AND 6, BLOCK "I"
LOXAHATCHEE GROVES
(PLAT BOOK 12, PAGE 29)

S89°12'34"E 842.69'
N. LINE OF TRACT 4, BLOCK "I"
SET PRM
5' LAE
S89°12'34"E 838.29' PRM TO PRM
NW. CORNER OF TRACT 5, BLOCK "I"
20' CME
SET PRM
5' LAE
834.78' PRM TO PRM
N 856597.21
E 889401.57
20' CME

TRACT C–1

S89°12'34"E 842.69'
1042.78' (TOTAL)
W. LINE OF TRACT 5, BLOCK "I"
N89°12'34"W 1272.95'

REMAINDER OF TRACT 4, BLOCK "I"
LOXAHATCHEE GROVES
(PLAT BOOK 12, PAGE 29)

POD B

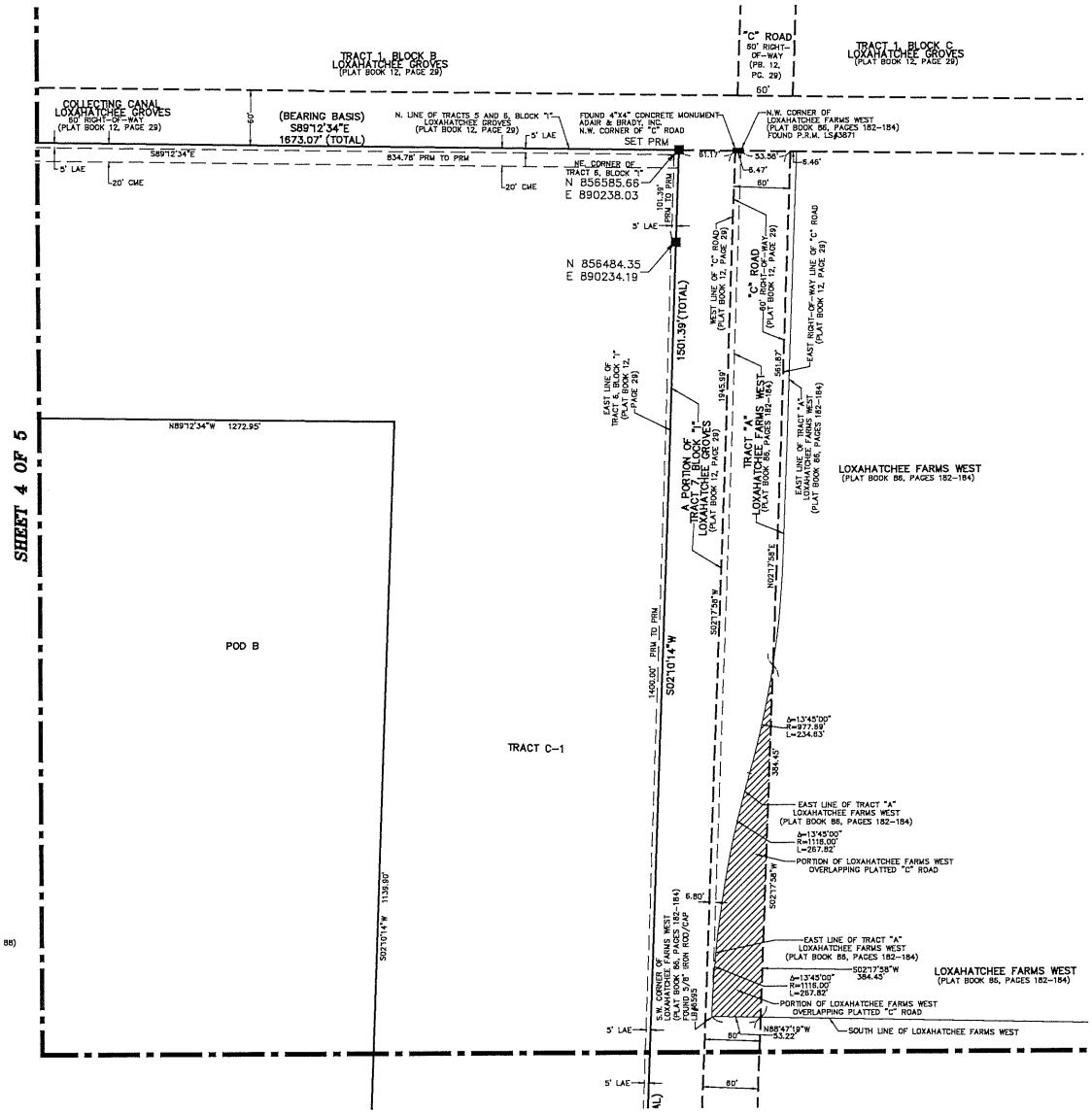
N02°01'14"E
S02°01'14"W 745.10'
S89°12'34"E 842.69'
5' LAE

SHEET 2 OF 5
SHEET 3 OF 5
SHEET 4 OF 5
SHEET 5 OF 5

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS — ENGINEERS — PLANNERS
7301-A WEST PALMETTO PARK ROAD, SUITE 100A
BOCA RATON, FLORIDA 33433 — (561)392-1991
LB #3591

GROVES TOWN CENTER PUD

BEING A REPLAT OF A PORTION OF TRACTS 4, 5 AND 6, BLOCK "I" OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA



NOTES
COORDINATES, BEARINGS AND DISTANCES
COORDINATES SHOWN ARE GRID
DATUM = NAD 83 2002 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.000002
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ROTATION EQUATION:
SOUTH 89°12'34" EAST (PLAT)
SOUTH 89°12'33" EAST (GRID)
PLAT TO GRID BEARING = 00°00'01" CLOCKWISE

COORDINATES SHOWN ON THE CONTROL P.R.M.S MEET OR EXCEED THE LOCAL ACCURACY REQUIREMENTS OF A 2 CENTIMETER GEODETIC CONTROL SURVEY.

COORDINATE VALUES SHOWN ARE PER
SIMON TRUST BOUNDARY PLAT
PLAT BOOK 118, PAGE 28

LEGEND:
BM — BENCHMARK
CME — CANAL MAINTENANCE EASEMENT
F.D.O.T. — FLORIDA DEPARTMENT OF TRANSPORTATION
FND. — FOUND
FPL — FLORIDA POWER & LIGHT
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UE — INDICATES UTILITY EASEMENT.
P.R.M. ■ — INDICATES 4" X 4" X 24" PERMANENT REFERENCE MONUMENT MARKED LB 3591, UNLESS OTHERWISE NOTED
⊕ — INDICATES NGS SURVEY BENCHMARK.

EXHIBIT C
GROVES TOWN CENTER PUD PLAT PA 2019-01
CONDITIONS OF APPROVAL

1. Prior to recording, Applicant shall obtain a final Technical Compliance Review by the Town Engineer and sign-off on Plat PA 2019-01 by the Town Manager.

2. Within 60 calendar days after approval by the Town Council, the Town shall record Plat PA 2019-01 with the Palm Beach County Clerk's Office.

3. Within 30 calendar days after Plat PA 2019-01 is recorded with the Palm Beach County Clerk's Office, digital files of the approved Plat shall be submitted to the Town of Loxahatchee Groves.

4. In the event that an infrastructure permit is issued prior to Plat recordation, Applicant shall submit a certified statement from the Surveyor-of-Record which states that there have been no changes to the approved Plat.

KESHAVARZ
—& ASSOCIATES—
CIVIL ENGINEERING | SURVEYING | CONSULTING

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

April 12th, 2019

K&A Project No. 15-1069

Attention: Me. Jim Fleischmann, Town Planning Consultant

Reference: Groves Town Center, C&W Project #6432

Technical Compliance Review

Engineer: **David P. Lindley, RLS, Caulfield & Wheeler, Inc.**

Plat: **Groves Town Center PUD**

We have reviewed the plat pursuant to chapter 177 State Statute and pursuant to Article 140-Subdivision of Land, Loxahatchee Groves Unified Land Development Code. We hereby recommend Technical Compliance Approval.

The approval shall be in accordance with the following documents:

1. Groves Town Center PUD, prepared by Caulfield & Wheeler, Inc., 5 sheets, submitted for review on April 4th, 2019

2. Boundary Survey, prepared by Caulfield & Wheeler, Inc., 5 sheets, submitted for review on April 4th, 2019, having a revised date of March 13, 2019.

711 N Dixie Highway, Suite 201 • West Palm Beach, FL 33401 • 561-689-8600 • www.keshavarz.com

Should you have any questions or require any additional information, please contact our office.

Sincerely,
KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson, P.S.M.
Vice President

CC: Mr. Jamie Titcomb, Town Manager
Mr. Michael D. Cirullo, Jr.

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

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

FROM: **Jim Fleischmann**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Groves Town Center Restrictive Covenant and Limited Access and Conservation Easement (Resolution 2019-28).**

Background: Resolution 2019-28: Approval Groves Town Center Restrictive Covenant and Limited Access and Conservation Easement. Approval of Resolution 2019-28 does not require an advertised public hearing prior to consideration by the Town Council.

The Groves Town Center PUD is an 89.953-acre parcel of land located at the northeast corner of "B" Road and Southern Boulevard. The Town Council, on February 17, 2013, adopted Ordinance 2013-10, approving rezoning of the property from the Agricultural Residential (AR) zoning district to Multiple Land Use Planned Unit Development (MLUPUD/PUD), including the Final Conceptual Master Plan and Final Conditions of Approval. The Town Council, on November 6, 2018, adopted Ordinance 2018-08 amending the MLU/PUD approval, including an amended Final Conceptual Master Plan and Final Conditions of Approval. Approval of a plat is the next step in the development process.

The Restrictive Covenant and Limited Access and Conservation Easement is proposed in response to Condition of Approval B.3 of Ordinance 2018-08, as follows:

> B. Land Use and Site Planning
>
> "3. A Perpetual Conservation Easement, to be approved by the Town Council, limiting the use of the 300-foot wide buffer areas along the northern and eastern property lines and 100-foot wide buffer areas along the western and northern property lines, as indicated on the Conceptual Master Plan dated September 12, 2018, to conservation and equestrian trail uses and recorded with the Palm Beach County Clerk of Courts on or before the time of approval of the first building permit application by the Town. The Perpetual Conservation Easement shall include but is not limited to an approved landscape plan and buffer management plan."

The Applicant, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc. has submitted a proposed Restrictive Covenant and Limited Access and Conservation Easement for consideration by the Town Council. The Town staff and consultants (Attorney, Planning and Engineering) have determined that the proposed document is compliance with Condition B.3 of Ordinance 2018-08.

The following attachment is included:

1. Resolution 2019-28

Recommendations:

Staff finds that the Groves Town Center Restrictive Covenant and Limited Access and Conservation Easement is consistent with the requirements of Town Ordinance 2018-08 and recommends approval of Resolution 2019-28, as attached hereto.

RESOLUTION NO. 2019-028

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TO APPROVE AND TO AUTHORIZE THE EXECUTION OF THE RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT BETWEEN LOXAHATCHEE EQUESTRIAN PARTNERS, LLC AND SOLOR SPORTSYSTEMS, INC., AND THE TOWN OF LOXAHATCHEE GROVES PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, and SOLAR SPORTSYSTEMS, INC., hereinafter referred to collectively as the "Grantor" owns that certain real property situated in Palm Beach County, Florida, being 90 acres more or less, generally located at the northeast corner of Southern Boulevard and "B" Road and referenced herein as the "Property"; and

WHEREAS, Grantor intends to construct a mixed-use commercial center at the Property, to be known as "Groves Town Center" (the "Project"), as approved by the Town via Ordinance 2018-08 (the "PUD Ordinance") and Resolution 2018-84 (the "Site Plan Resolution"); and

WHEREAS, the Project will include certain 300-foot-wide buffer areas along the Property's northern and eastern boundaries, and certain 100-foot-wide buffer areas along the Property's northern and western boundaries, as shown on the Master Plan in the PUD Ordinance and on the Site Plan in the Site Plan Resolution, and referenced herein collectively as the "Buffer Areas"; and

WHEREAS, pursuant to Condition B.3 of the PUD Ordinance and Condition A.3 of the Site Plan Resolution, Town required that Grantor record this Instrument for purposes of limiting the use of the Buffer Areas to conservation and equestrian trail uses, and granting to the general public a limited right of access to the equestrian trail uses in the Buffer Areas.

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 hereby approves and authorizes the execution of the Restrictive Covenant and Limited Access and Conservation Easement between the Town of Loxahatchee Groves and Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., attached hereto as Exhibit "A" to this Resolution.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

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	□	□	□
PHILLIS MANIGLIA, COUNCIL MEMBER	□	□	□
LAURA DANOWSKI, COUNCIL MEMBER	□	□	□
LISA EL-RAMEY, COUNCIL MEMBER	□	□	□

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Lakisha Burch, Town Clerk

_____
Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

_____
Vice Mayor Dave DeMarois

_____
Town Attorney

_____
Council Member Phillis Maniglia

_____
Council Member Laura Danowski

_____
Council Member Lisa El-Ramey

Prepared by and return original copy to:
Akerman, LLP
98 SE 7 Street, Suite 1100
Miami, FL 33131
Attention: Matthew Barnes

space above this line for recording information

RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT

This **RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT** ("Instrument") is granted this ___ day of _____, 20____, by **LOXAHATCHEE EQUESTRIAN PARTNERS, LLC**, a Florida limited liability company, having its principal office located at 250 Delaware Avenue, Buffalo, NY 14202 and **SOLAR SPORTSYSTEMS, INC.**, a New York corporation, having its principal office located at 250 Delaware Avenue, Buffalo, NY 14202 (collectively, the "Grantor"), to the **TOWN OF LOXAHATCHEE GROVES**, a political subdivision of the State of Florida, with a mailing address of 155 F Road, Loxahatchee Groves, Florida 33470 (the "Grantee" or "Town"). The terms "Grantor" and "Grantee" include their respective permitted successors and assigns.

WITNESSETH

WHEREAS, Grantor owns that certain real property situated in Palm Beach County, Florida, being 90 acres more or less, generally located at the northeast corner of Southern Boulevard and "B" Road and more specifically described in attached **Exhibit "A"** (the "Property"); and

WHEREAS, Grantor intends to construct a mixed-use commercial center at the Property, to be known as "Groves Town Center" (the "Project"), as approved by the Grantee via Ordinance 2018-08 (the "PUD Ordinance") and Resolution 2018-84 (the "Site Plan Resolution"); and

WHEREAS, the Project will include a conservation tract, a portion of which is 300-feet-wide along the Property's northern and eastern boundaries and a portion of which is 100-feet-wide along the Property's northern and western boundaries, as shown on the Master Plan in the PUD Ordinance and on the Site Plan in the Site Plan Resolution, and as more particularly described in attached **Exhibit "B"** (collectively, the "Conservation Tract"); and

WHEREAS, pursuant to Condition B.3 of the PUD Ordinance and Condition A.3 of the Site Plan Resolution, Grantee required that Grantor record this Instrument for purposes of limiting the use of the Conservation Tract to conservation and equestrian trail uses, and granting to the general public a limited right of access to the equestrian trail uses in the Conservation Tract.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and restrictions stated herein, Grantor hereby declares that the Conservation Tract shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and restrictions hereinafter set forth and Grantor hereby grants, conveys, creates, and establishes a limited access and conservation easement to, for, and in favor of Grantee upon the Conservation Tract of the nature and character and to the extent hereinafter set forth, which said restrictive covenant and easement shall run with the land and be binding on Grantor, its heirs, successors and assigns and shall remain in full force and effect forever.

1. Recitations. The recitations set forth above are true and correct and are incorporated into this Instrument by reference.

2. Purpose. The purpose of this Instrument is to restrict the use of the Conservation Tract to the conservation and equestrian trail uses specified below, and to allow the general public to access the equestrian trail uses upon the terms and conditions of this Instrument.

3. Permitted Uses. Grantor may use the Conservation Tract for any one or more of the following uses:

a. Conservation uses, including, without limitation:

(i) Landscaping that is generally consistent with the Landscaping Plan contained in **Exhibit "C"**;

(ii) Drainage facilities if approved by the Town of Loxahatchee Groves and permittable by the South Florida Water Management District ("SFWMD"), by the Loxahatchee Groves Water Control District ("LGWCD"), and by the Palm Beach County Department of Environmental Resources Management ("ERM");

(iii) Wetland restoration and maintenance; and

(iv) Any use permitted in the Conservation Zoning District, as specified in Section 40-015 of the Town's Code of Ordinances.

b. Equestrian trail uses that are consistent with the Conceptual Master Plan dated July 5, 2018 in the PUD Ordinance and the Equestrian Trail Site Plan dated May 18, 2018 in the Site Plan Resolution, as may be amended.

c. Utility lines, conduits, facilities, and related fixtures and structures, so long as the same are pass-through/perpendicular and do not unreasonably interfere with conservation and equestrian trail uses. Any utility easements for the Conservation Tract must be approved in advance in writing by the Town.

d. Stormwater management pursuant to written (including email) approval by Grantee through the Town Manager.

e. Any other use that is not inconsistent with conservation and equestrian trail uses with prior written (including email) approval by Grantee through the Town Manager.

4. Prohibited Uses. Any use that is not specifically listed or included in Section 3, above, or as outlined below that is inconsistent with conservation and equestrian trail uses as determined in writing (including email) by Grantee through the Town Manager, is prohibited by this Instrument within the Conservation Tract.

a. In addition, the conservation tract may in no way be altered from its natural state, unless for a permitted use listed in Section 3 above or otherwise approved by the Town. Such alterations may be considered, among others, for purposes such as improvements for storm water management, conservation and / or storage OR for improvements that would enhance the equestrian experience such as hitching posts, rest and watering stations.

b. No parking or placing of buildings on or above the ground, dumping or placing soil or other substances such as trash, removal or destruction of trees, shrubs or other vegetation with the exception of exotic / nuisance vegetation removal as further outlined in item 7 below and as contained within the Conservation Tract Management Plan enclosed herein as **Exhibit "D"**.

c. Any activity detrimental to drainage, flood control, water conservation, erosion control or wildlife habitat conservation and preservation.

5. Limited Right of Access to the Conservation Tract. Grantor hereby conveys to Grantee a limited right of public access to the Conservation Tract, at the locations where the equestrian trail intersects with B Road, C Road, and Collecting Canal as shown on the Equestrian Trail Site Plan dated May 18, 2018 in the Site Plan Resolution, as it may be amended, strictly for those uses permitted by Section 3.b of this Instrument. The right of access by the general public is subject at all times and in all circumstances to the terms and conditions of this Instrument, and does not extended to lands within the Conservation Tract outside of the equestrian trail and facilities. Grantor reserves the right to designate the public access points consistent with the PUD Ordinance and the Site Plan Resolution, as the same may be amended. Grantor reserves the right to remove any persons found to be using lands outside of the equestrian trail and facilities within the Conservation Tract as trespassers.

6. Land Development Computations. The Conservation Tract, though restricted as provided in this Instrument, may be counted when computing the Property's lot area, lot width, setbacks, open space, landscaped area, and other applicable land development computations provided that any revisions to allocated land uses and development intensities remain consistent with Special Policy 1.15.2 of the Future Land Use Element of the Town's Comprehensive Plan.

7. Operation and Upkeep; Exotic Plant Removal. Grantor is solely responsible for the maintenance of the Conservation Tract and all facilities located therein. Grantee shall not be

responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Conservation Tract. The Conservation Tract shall be maintained in accordance with the guidelines and practices contained within the Conservation Tract Management Plan enclosed herein as **Exhibit "D"**. In addition, Grantor shall maintain the Conservation Tract free and clear of all prohibited and invasive non-native plant species ("Exotics"), as defined in the Town's Code of Ordinances. Grantor shall remove all Exotics from the Conservation Tract and thereafter maintain the Conservation Tract free of Exotics pursuant to an Exotic Vegetation Management Removal Plan approved by the Town and/or ERM. If, through the rights and process outlined in Section 9 below, the Town deems it to be in the public interest to perform such maintenance for proper public purposes, the Town may require the party responsible for the maintenance of the land encumbered by the equestrian trails to pay all or part of the maintenance cost.

8. Security. Grantor may, from time to time, with the written consent of the Town Manager (which may be given by email), adopt and modify reasonable rules and regulations governing the Conservation Tract to ensure that the public's use of the same is peaceable and does not unreasonably disturb the Property or neighboring landowners. Grantor may, in its sole discretion, suspend or revoke the right of any member of the public to use and enjoy the Conservation Tract if needed to prevent or redress any violation of this Instrument or of the rules and regulations governing the Conservation Tract.

9. Rights of Grantee. To accomplish the purpose of this Instrument, the following rights are conveyed to Grantee by this Instrument:

a. To enter upon the Conservation Tract at reasonable times, at Grantee's sole risk, in order to monitor Grantor's compliance with, and otherwise enforce the terms of this Instrument, provided that such entry (i) shall be upon prior written notice to Grantor, delivered no later than three (3) business days prior to entry, and (ii) shall not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor; and

b. Notwithstanding subsection (a)(i) above, Grantee may enter upon the Conservation Tract without prior written notice to Grantor if the health, safety, or welfare of any person or property is in immediate harm or jeopardy (each such event, an "Emergency"), but only to such extent and in such scope and duration as is absolutely necessary to resolve such Emergency; and

c. To enjoin any activity on or use of the Conservation Tract that is inconsistent with this Instrument and to enforce the restoration of such areas or features of the Conservation Tract that may be damaged by any inconsistent activity or use.

The rights granted by this section are enforceable exclusively by Grantee in its municipal capacity. Nothing, whether express or implied, confers upon the general public or any third party any enforcement rights against Grantor, the Conservation Tract, or the Property. Further, notwithstanding anything to the contrary, Grantor will not be in breach of this Instrument, and no enforcement may be sought against Grantor through any means, unless (i) Grantor first receives

a written notice from Grantee, detailing with specificity the ways in which Grantor is in breach of this Instrument, and (ii) Grantor fails to remedy such breach within thirty (30) days from the date of such written notice, or, if the breach is susceptible to cure but cannot reasonably be cured within thirty (30) days, then within such greater period as Grantor may reasonably need to cure the breach.

10. No Recourse. Grantee acknowledges and agrees that, notwithstanding anything to the contrary, in the event of any violation or threatened violation of any of the terms of this Instrument, Grantee's sole remedy and recourse for any such violation or threatened violation of this Instrument shall be against the Conservation Tract, and Grantee shall have no recourse or remedy against any other portion of the Property or any other land owned by Grantor.

11. Limitation of Liability. It is an understanding of the parties that Grantor makes the equestrian trails within the Conservation Tract available to the public free of charge for outdoor recreational purposes, and therefore, as provided in Section 375.251, Florida Statutes, and notwithstanding anything to the contrary, so long as the Grantor complies with the terms and conditions of Section 375.251, Florida Statutes, pursuant to such statute Grantor (i) owes no duty of care to keep the Conservation Tract safe for entry or use by others, or to give warning to persons entering or going on the Conservation Tract of any hazardous conditions, structures, or activities on the Conservation Tract; (ii) is not presumed to extend any assurance that the Conservation Tract is safe for any purpose; (iii) does not incur any duty of care toward a person who goes on the Conservation Tract; and (iv) is not liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the Conservation Tract. Nothing herein is intended to provide any contractual limitations of liability, or to affect the statutory limits of Section 375.251, Florida Statutes.

12. Indemnification. Grantee, for itself and its successors and assigns, hereby agrees to save, defend, indemnify, and hold harmless Grantor, its directors, members, managers, representatives, agents, employees, successors, and assigns (collectively, the "Indemnified Parties") from and against all losses, liabilities, damages, demands, claims, causes of action, judgments, injuries, costs, expenses, and attorneys' fees and disbursements (through all levels of proceedings) of every kind and nature (collectively, "Losses") resulting from, arising out of, or incurred in connection with (i) Grantee's use of the Conservation Tract and/or, (ii) the public's use of the Conservation Tract in accordance with Section 5 of this Instrument, except for Losses to the extent attributable to the negligence or willful acts of the Indemnified Parties.

13. Warranties. Grantor hereby warrants and represents that Grantor is lawfully seized of the Conservation Tract in fee simple and has good right and title to enter into this Instrument with the Grantee, and that the Conservation Tract is free and clear of any mortgage, lien, or other encumbrance that may impair the enforceability of the Instrument. Neither the Grantor nor its assigns or successors in interest shall encumber the Conservation Tract in the future with any mortgage, lien, or other encumbrances.

14. Construction. The parties expressly acknowledge and agree that this Instrument is the result of mutual arms-length negotiations, and that this Instrument shall not be construed more strongly against either party regardless of who was responsible for preparing, drafting or transcribing the Instrument.

15. Severability. The invalidation of any of the terms or conditions of this Instrument by judgment or court order will in no way affect the other provisions hereof, all of which will remain in full force and effect to the maximum extent possible, consistent with such invalidation.

16. Notices. All notices or other communications hereunder shall be in writing and shall be delivered at the following addresses or to such other addresses as either party may from time to time specify in writing to the other:

If to Grantor:	Loxahatchee Equestrian Partners, LLC 250 Delaware Avenue Buffalo, NY 14202 Attention: Daniel J. Zimmer
	— and —
	Solar Sportsystems, Inc. 250 Delaware Avenue Buffalo, NY 14202 Attention: Daniel J. Zimmer
With a copy to:	Akerman LLP 777 South Flagler Drive Suite 1100 West Tower West Palm Beach, FL 33401 Attention: Robert Barkin
If to Grantee:	Town of Loxahatchee Groves 155 F Road Loxahatchee Groves, FL 33470 Attention: Town Manager
With a copy to:	Town Attorney Goren Cherof Doody and Ezrol, PA 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, FL 33308 ATTN: Michael D Cirullo, Jr.

Any notice or other communication (i) sent by certified United States mail, postage prepaid, return receipt requested shall be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication, (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt or refusal, as the case may be, and (iii) sent by electronic mail shall be deemed effectively given or received on the day of transmission of such notice if sent before 6:00 P.M. Eastern Standard Time. Any notice or other communication given in the manner provided above by counsel for either party shall be deemed to be notice or such other communication from the party represented by such counsel.

17. Assignment. Grantor may, in its sole discretion, assign its rights and obligations under this Instrument at any time, in whole or in part, to any subsequent owner(s) of the Project. Grantee may, in its sole discretion, assign its rights and obligations under this Instrument only to a successor local government. All other assignments are prohibited (and, if attempted, void) absent the other party's prior written consent, which consent such other party may condition or withhold in its sole discretion. A party completing a permitted assignment shall promptly provide the other party with a written instrument evidencing the completion of such assignment. Upon any assignment completed in accordance with this section, the rights and obligations of the party completing such assignment will be binding only on such party's assignee, and the other party will look only to such assignee for performance under this Instrument.

18. Amendment. This Instrument may be amended, altered, released, or revoked only by written agreement between the parties, or their successors or assigns, which shall be filed in the public records of Palm Beach County, Florida, and which shall only be authorized if approved by the Town Council as evidenced by a duly adopted Resolution.

19. Force Majeure. Time periods in this Instrument, whether express or implied, will be tolled automatically to account for Force Majeure Events, and the party against whom enforcement of a time period is sought will not be considered to have missed a deadline or to be in breach of this Instrument for so long as such party is unable to complete any work or take any action required by this Instrument due to such an event. As used in this Instrument, "Force Majeure Events" include, without limitation, floods, storms, hurricanes, and other acts of God (including reasonable preparation therefor); war, terrorism, riots, civil commotion, fire, and other casualty; strikes, lockouts, labor disputes, and any inability to procure, or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; acts of the other party; the declaration of a state of emergency by the President of the United States, the Governor of Florida, or any other competent authority; delays in obtaining permits and approvals from regulatory authorities; and all other causes and circumstances similar to the foregoing.

20. Further Assurances; Estoppel. Each party agrees to execute such further documents as may be reasonably requested by the other party to carry out the intent and purpose of this Instrument. Without limiting the generality of the foregoing, Grantee will, no later than ten (10) business days after Grantor's written request therefor, and so long as Grantor is in full compliance with this Instrument and the Instrument remains in full force and affect, execute, acknowledge, and deliver to Grantor an estoppel certificate in recordable form, certifying as to any matter related to this Instrument that Grantor may reasonably request of Grantee, including, without limitation, that this Instrument is in full force and effect and unmodified (or in what respects this Instrument is no longer in force or effect or has been modified), and that Grantor is in full compliance with this Instrument (or in what respects there is noncompliance). If Grantee fails to deliver such an estoppel certificate to Grantor on or by the tenth (10^{th}) business day after the date of Grantor's written request, Grantee will be deemed to have certified that all matters set out in Grantor's request are true and correct, and Grantor will be deemed to be in full compliance with this Instrument. Estoppel certificates, whether issued in fact or deemed issued, will be binding on Grantee and its successors and assigns, may be recorded in any public record, and may be relied upon by Grantor, its successors, assigns, mortgagees, lenders, and all others claiming by or through Grantor.

21. Recordation and Effective Date. This Instrument shall not become effective until recorded in the Public Records of Palm Beach County, Florida. Grantor shall record this Instrument and provide a certified recorded copy to the Town for public records retention.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed by this Instrument shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Tract.

[Signatures follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Instrument on this _____ day of _____, 20___.

GRANTOR:

Witnesses

_____
Print Name: _____

LOXAHATCHEE EQUESTRIAN PARTNERS, LLC,
a Florida limited liability company

_____
Print Name: _____

By: _____
Name: Daniel J. Zimmer
Title: Authorized Signatory

Witnesses

_____
Print Name: _____

SOLAR SPORTSYSTEMS, INC.,
a New York corporation

_____
Print Name: _____

By: _____
Name: Daniel J. Zimmer
Title: Treasurer

STATE OF NEW YORK
COUNTY OF ERIE

The foregoing instrument was acknowledged before me the undersigned authority on this ____ day of _____, 20____ by Daniel J. Zimmer as Authorized Signatory of Loxahatchee Equestrian Partners, LLC and as Treasurer of Solar Sportsystems, Inc., on behalf of said entities. He is personally known to me or has produced _____.

NOTARY SEAL:

_____
Notary Public

My Commission Expires: _____

_____
Print Notary Name

[Signatures and notary acknowledgments continue on next page]

GRANTEE:

TOWN OF LOXAHATCHEE GROVES,
a political subdivision of the State of Florida

Witnesses

_____
Print Name: _____

By: _____
Name: _____
Title: _____

_____
Print Name: _____

Attest: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, the _____ and _____ respectively, of the TOWN OF LOXAHATCHEE GROVES, a political subdivision existing under the laws of the State of Florida, both of whom acknowledged executing the foregoing instrument and both of whom are known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 20____.

NOTARY SEAL:

_____
Notary Public

My Commission Expires: _____

_____
Print Notary Name

Approved as to Form and
Legal Sufficiency

_____
Town Attorney
Name:_____

EXHIBIT "A"

Legal Description of the Property

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD STATE ROAD 80 ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA. CONTAINING 3,934,972 SQUARE FEET/89.953 ACRES MORE OR LESS.

EXHIBIT "B"

Legal Description of the Conservation Tract

A PORTION OF TRACTS 4, 5 AND 6 BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID TRACT 6, THENCE N 2° 10' 14" E ALONG THE EAST LINE OF SAID TRACT 6, A DISTANCE OF 617.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 87° 49' 46" E, A DISTANCE OF 273.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°11'43", A DISTANCE OF 26.21 FEET TO A LINE 300 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 1139.17 FEET TO A LINE 300 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 89° 12' 34" W, A DISTANCE OF 1272.95 FEET TO A LINE 100 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 5; THENCE ALONG SAID LINE S 2° 10' 14" W, A DISTANCE OF 745.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°23'00", A DISTANCE OF 156.00 FEET TO THE POINT OF TANGENCY; THENCE N 88°26'46" W ALONG A LINE 100 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4, A DISTANCE OF 821.41 FEET TO THE EAST LINE OF "B" ROAD; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 100.01 FEET TO SAID NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4; THENCE ALONG SAID NORTH LINE S 88°26'46" E TO THE WEST LINE OF SAID TRACT 5, A DISTANCE OF 820.33 FEET; THENCE N 2° 10' 14" E ALONG SAID WEST LINE OF TRACT 5, A DISTANCE OF 1042.78 FEET TO THE NORTH LINE OF SAID TRACT 5; THENCE S 89°12'34" E ALONG SAID NORTH LINE OF TRACTS 5 AND 6, A DISTANCE OF 1673.07 FEET TO THE EAST LINE OF TRACT 6; THENCE S 2° 10' 14" W ALONG SAID EAST LINE, A DISTANCE OF 1447.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 1,009,244 SF, 23.169 ACRES, MORE OR LESS.

EXHIBIT "C"

Landscaping Plan

ON FOLLOWING PAGES

Exhibit "C" - landscaping plan

IF YOU DIG FLORIDA...
CALL US FIRST!
1-800-432-4770
SUNSHINE STATE ONE-CALL OF FLORIDA, INC.
IT'S THE LAW!

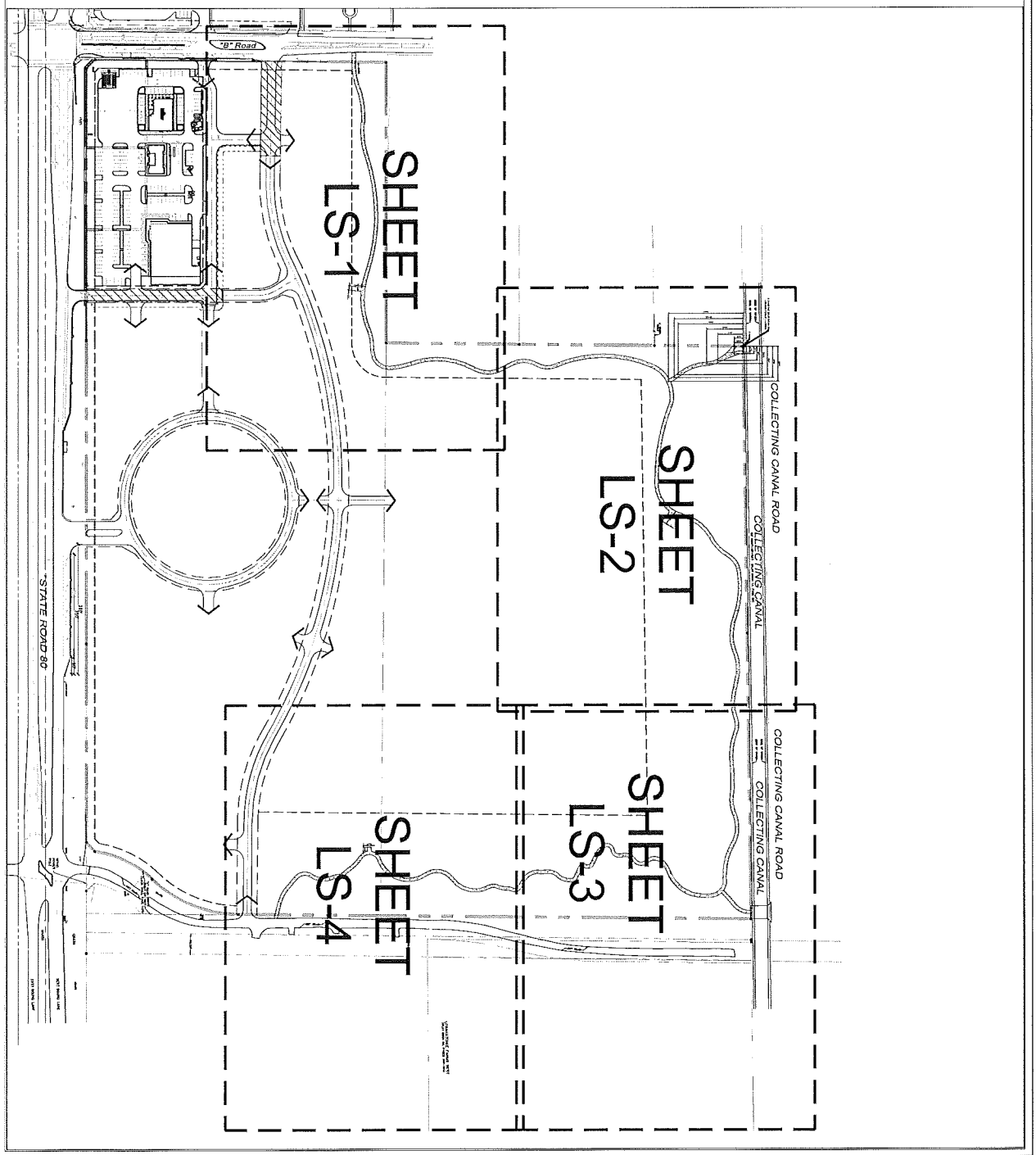
NOTE:
INDICATED UTILITIES ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF UTILITIES PRIOR TO COMMENCEMENT OF ANY WORK. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR UTILITY DAMAGE.

GENERAL NOTES

1. The Contractor shall visit the site prior to bidding. All bids shall include any mobilization required to accommodate the site conditions. The Contractor shall notify the Landscape Architect of any discrepancies between actual conditions and those represented in the Construction Documents prior to submission of bids.
2. Commencement of Work: All Contractors shall notify the Landscape Architect at least 7 (seven) days in advance of the intended Commencement of Work.
3. Contractor shall review plans and/or field layouts with Landscape Architect at least 2 (two) days prior to installation or on site as needed.
4. Contractor shall coordinate with other job contractors to smoothly implement the project.
5. The Landscape Architect may direct the Contractor to stop work and remove any work not installed according to the Construction Documents.
6. The Landscape Architect/Owner shall be notified of any additional work or change in implementation methods not allowed per the Construction Documents, prior to implementation of such work.
7. Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work.
8. Contractor shall verify location of existing utilities and services and provide protection during construction. Any utilities damaged during site work operation shall be repaired at Contractor's expense.
9. The Contractor shall submit samples of materials and finishes to the Landscape Architect for approval prior to ordering and installation.

LAYOUT NOTES

1. Do not scale drawings.
2. All base information was acquired from aerial photography and rough field measurements and not from a survey. It is the sole responsibility of the general contractor to verify all utilities, property lines, easement and any other pertinent conditions affecting the project prior to bidding. Call sunshine one call and staked before starting any construction. Notify landscape architect of any discrepancies immediately. These plans are solely for the use of implementing the current project.
3. All dimensions are given to the front faces of curbs, walls, and building unless otherwise noted. Any changes to dimensions shown on this drawing shall be approved by the Landscape Architect prior to constructing.
4. All angles are assumed to be 90 degrees or 45 degrees unless otherwise noted. Other angles should be verified with the Landscape Architect.
5. All curves and arcs shall intersect other curves and lines at points of tangency to form smooth transitions unless clearly shown otherwise.



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West Palm Beach
FL 33407
TEL (561) 747-3462
Fax (561) 747-0281
www.studio-sprout.com
LCC 0000907
LA 0000213

STUDIO Sprout

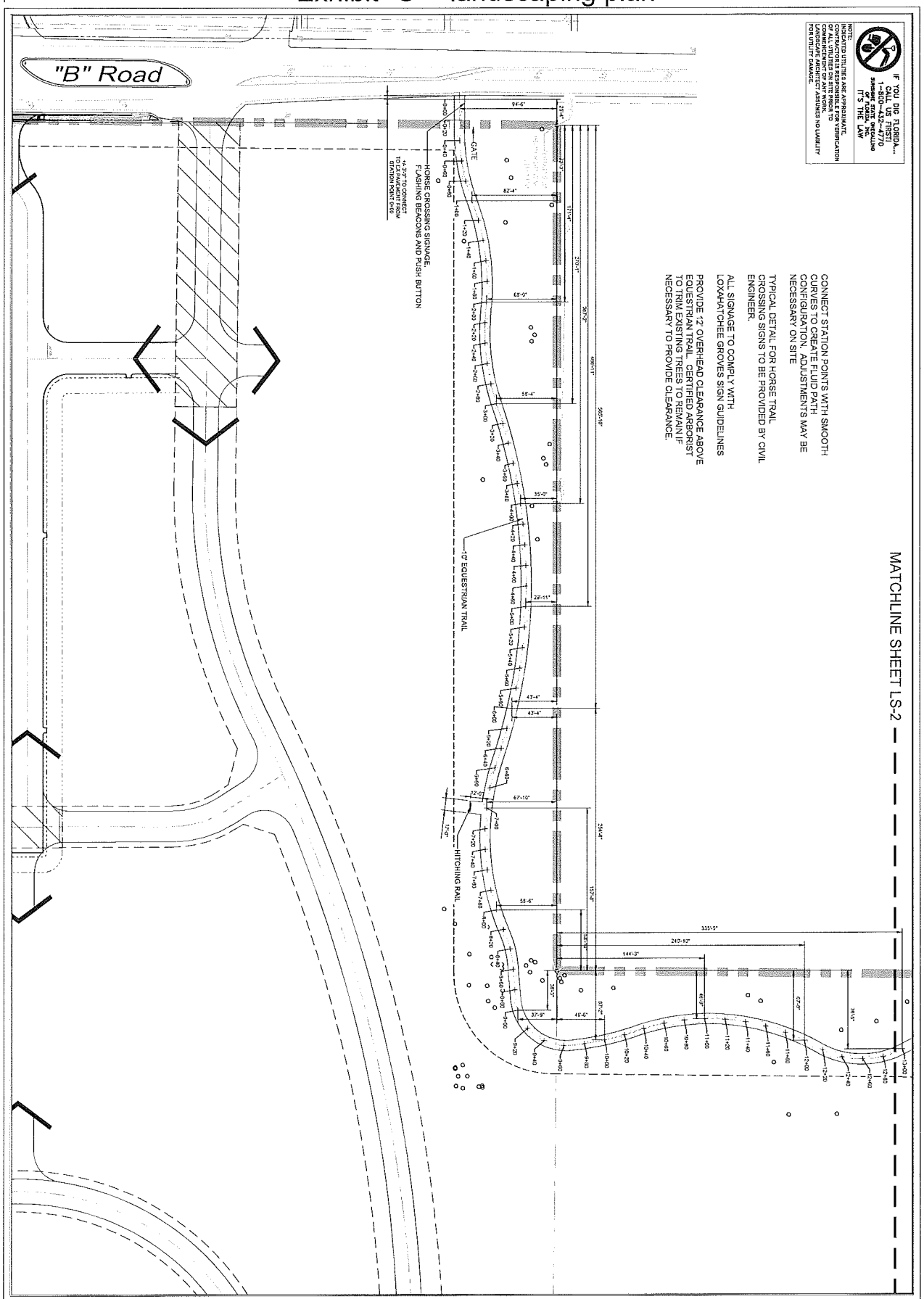
SCALE	N.T.S.
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
CAD DWG.	
DATE	
REVISIONS	03.11.2019

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAYOUT AND STAKING MASTER

LS MASTER

147



LS-1 OF 4

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAYOUT AND STAKING PLAN

SCALE	1" = 40'-0"
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
CAD DWG.	
DATE	03.11.2019
REVISIONS	

148

studio sprout
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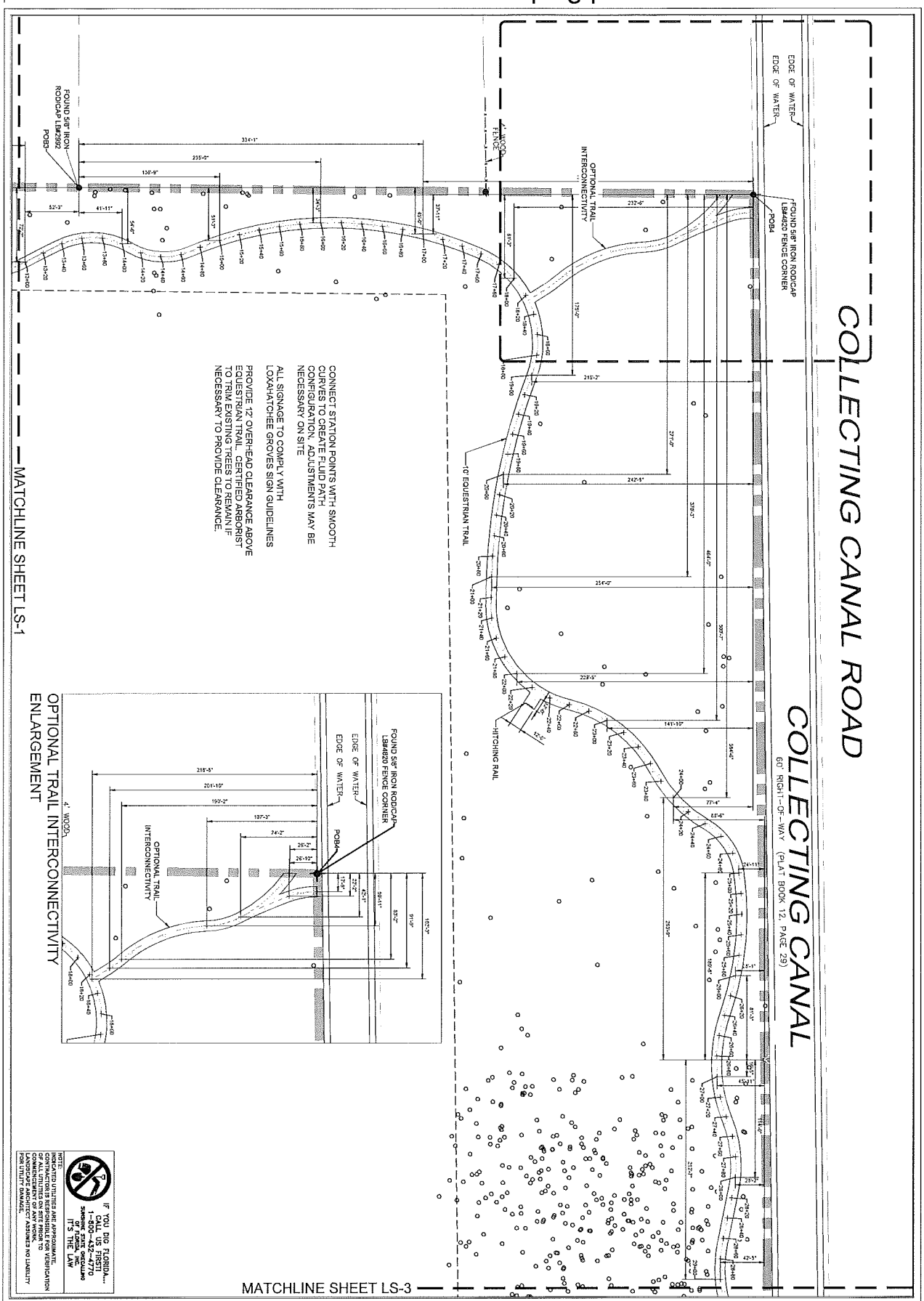

LS-2 OF 4

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAYOUT AND STAKING PLAN

SCALE	1" = 40'-0"
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
CAD DWG.	
DATE	03.11.2019
REVISIONS	

149

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Tel (561) 747-3460
Fax (561) 747-0081
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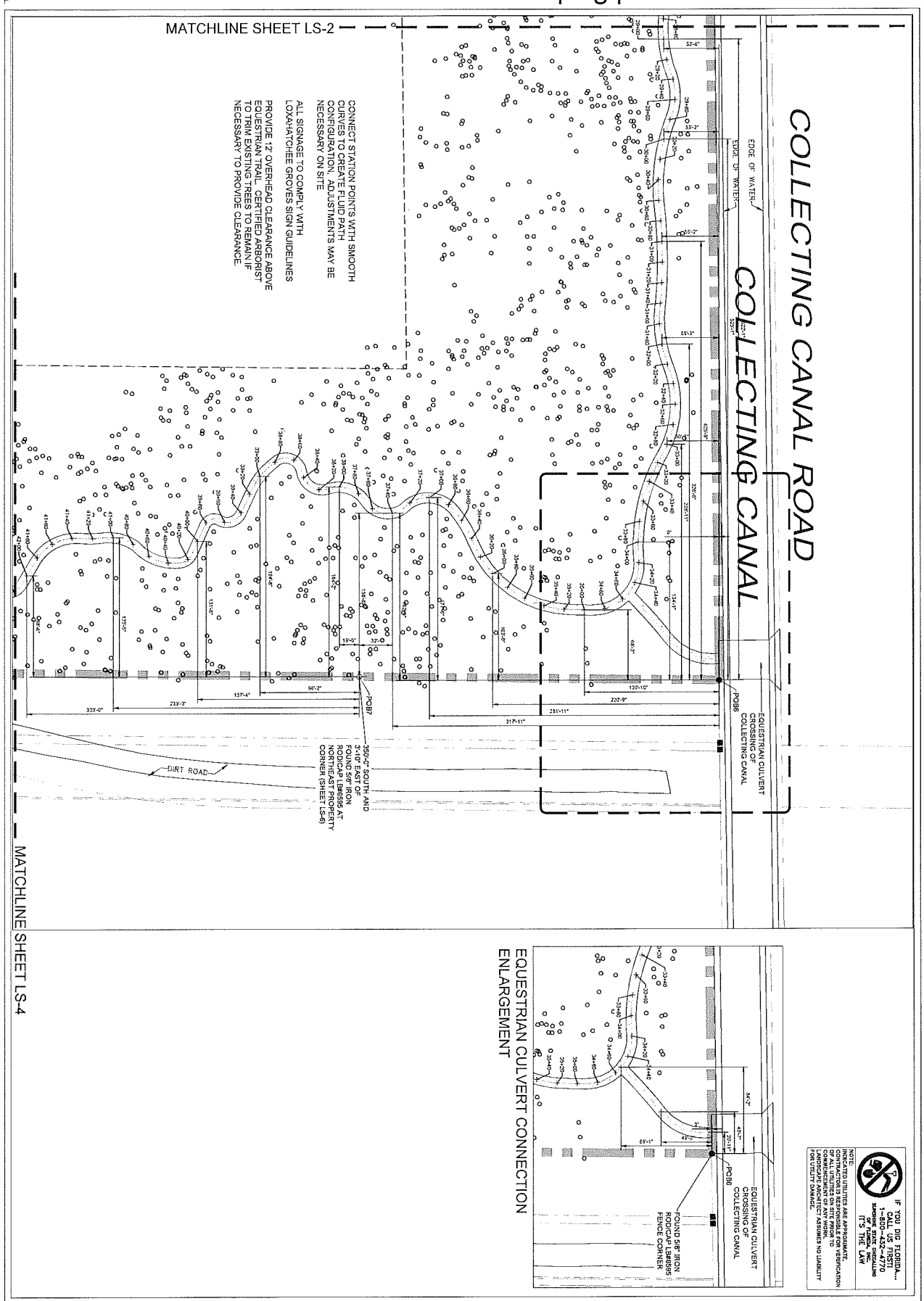
LCC 0002213

Exhibit "C" - landscaping plan



LS-3 OF 4

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAYOUT AND STAKING PLAN

SCALE	1" = 40'-0"
DESIGNED BY	GRF
DRAWN BY	JLC
CHECKED BY	CRF
CAD DWG.	
DATE	03.11.2019
REVISIONS	

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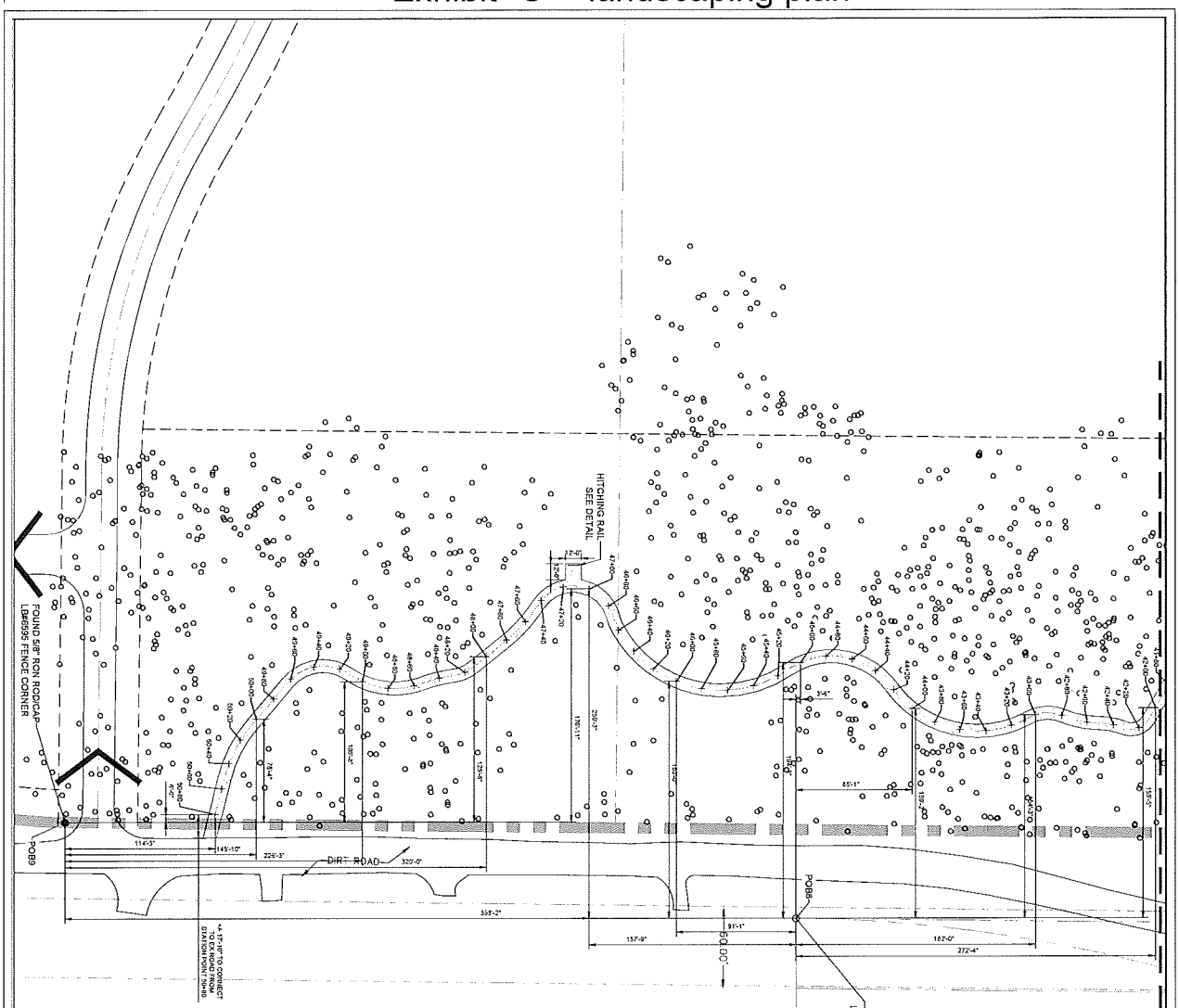
Exhibit "C" - landscaping plan



CONNECT STATION POINTS WITH SMOOTH CURVES TO CREATE FLUID PATH CONFIGURATION. ADJUSTMENTS MAY BE NECESSARY ON SITE

TYPICAL DETAIL FOR HORSE TRAIL CROSSING SIGNS TO BE PROVIDED BY CIVIL ENGINEER.

ALL SIGNAGE TO COMPLY WITH LOXAHATCHEE GROVES SIGN GUIDELINES

PROVIDE 12' OVERHEAD CLEARANCE ABOVE EQUESTRIAN TRAIL. CERTIFIED ARBORIST TO TRIM EXISTING TREES TO REMAIN IF NECESSARY TO PROVIDE CLEARANCE.

IF YOU DIG FLORIDA... CALL US FIRST! 1-800-432-4770 Sunshine State One-Call of Florida, Inc. IT'S THE LAW

NOTICE: INDICATED UTILITIES ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF ANY WORK. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR UTILITY DAMAGE.

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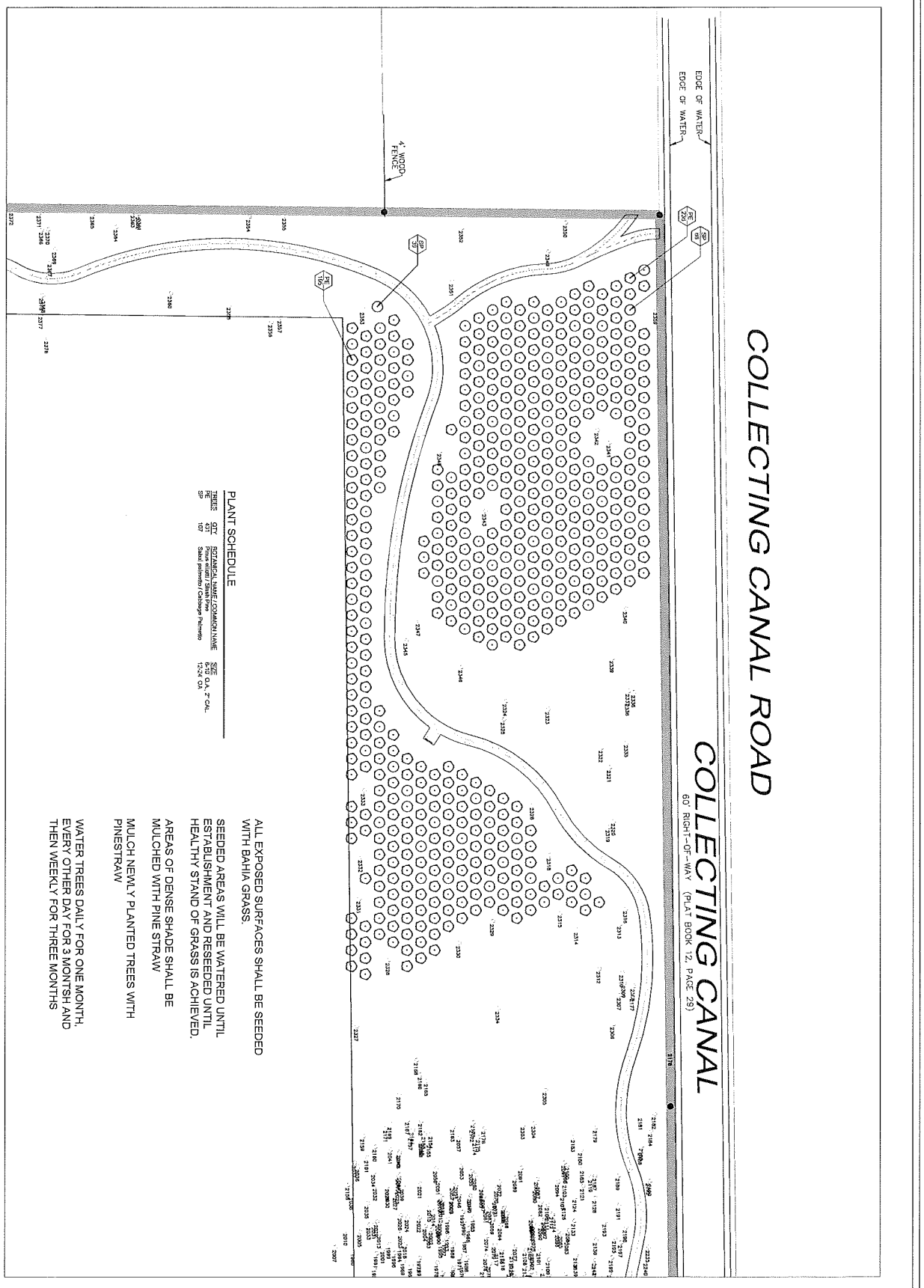
SCALE	1" = 40'-0"
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
CAD DWG	
DATE	03.11.2019
REVISIONS	

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAYOUT AND STAKING PLAN

LS-4 OF 4



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FL 33407 747-9462
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LA 0009907
LCC 0002213

STUDIO Sprout

SCALE AS NOTED
DESIGNED BY CRF
DRAWN BY JLC
CHECKED BY CRF
CAD DWG.
DATE 03.11.2019
REVISIONS

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LANDSCAPE PLAN

LP-1 OF 2

EXHIBIT "D"

Conservation Tract Management Plan

ESTABLISHMENT- FIRST YEAR

Watering for establishment: Provide water truck or temporary irrigation system to water newly planted trees. Collecting Canal is possible water source. Permit for water use through all applicable jurisdictional agencies.

Watering Schedule:

- Every day for 3 months
- Every other day for 3 months
- Once weekly for 3 months
- Twice weekly during extreme drought first three years after planting

MAINTENANCE FIRST YEAR

- Inspect temporary irrigation system monthly to ensure proper coverage.
- Weed Invasive exotics monthly.
- Inspect newly planted trees for viability every two months, replace any dead trees.
- Bush hog 10' either side of Equestrian Trail quarterly.

MAINTENANCE AFTER FIRST YEAR

- Weed invasive exotics twice yearly.
- Remove and replace non-viable trees.
- Maintain 12' ceiling over Equestrian Trail.
- Bush hog 10' either side of Equestrian Trail quarterly.

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155 F Road Loxahatchee Groves, FL 33470

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

FROM: **Steven Murray**

VIA: **James Titcomb, Town Manager**

SUBJECT:

Background:

Currently the Town has a website through MuniCode. The council gave staff direction to get quotes from 3 vendors for website and agenda management software to comply with Section 508 and current ADA laws.

We received quotes from MuniCode, CivicPlus and Granicus. All three vendors have significant presence in the web and agenda process space for small and medium governments. In an effort to make sure the quotes were equal in products and services, we also enlisted quotes from Florida Captioning Services and Eagle Eye where vendors did not have matching services. Below is the results of our requests:

Recommendations:

Based on comparable service and price provider. Staff recommends Granicus as the most cost effective solution to redesign Town's website for latest technical and ADA compliance.

Town of LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

	CivicPlus	MuniCode	Granicus
Website Yr 1	$8,592.00	$5,800.00	$7,500.00
Website Yr 2	$8,592.00	$1,800.00	$4,000.00
Website Yr 3	$8,592.00	$1,800.00	$4,200.00
Website Yr 4	$4,200.00	$1,800.00	$4,410.00
AudioEye ADA Testing (3rd Party Testing)	$3,500.00	$13,500.00	$13,500.00
Agenda Process Yr 1	$9,488.00	$3,400.00	$7,068.00
Agenda Process Yr 2	$9,488.00	$3,400.00	$7,562.76
Agenda Process Yr 3	$9,488.00	$3,400.00	$8,092.15
Agenda Process Yr 4	$9,072.00	$3,400.00	$8,658.60
Live Closed Captioning Equipment	$1,588.00	$1,588.00	$9,264.70
Live Closed Captioning Time (based on 12 hrs a month)	$12,960.00	$12,960.00	$19,440.00
Year 1	$36,128.00	$37,248.00	$56,772.70
Year 2	$36,128.00	$33,248.00	$53,767.46
Year 3	$36,128.00	$33,248.00	$54,496.85
Year 4	$31,320.00	$33,248.00	$55,273.30

As a result of these quotes, I recommend moving forward with Civic Plus for web hosting services and agenda automation.

CIVICCLERK®

Loxahatchee Groves, Florida

Agenda Management System

Presented by | William Velasco, Sales Representative

CIVICPLUS®

THE Integrated Technology Platform for Local Government

November 30, 2018

302 South 4th Street, Suite 500
Manhattan, Kansas 66502
888-228-2233

Steven Murray
Consultant
Loxahatchee Groves, Florida

RE: Agenda Management System

Dear Steven:

Saving time, effort, and delivering access to important meetings is essential to run an efficient and transparent government office. In today's virtual world, making your government work better can be a challenge if you don't have the tools and resources to get the job done right. So how do you meet the ever-increasing expectations of your staff, government officials, and citizens with already-constrained resources? As your partner, that's where CivicPlus, Inc. ("CivicPlus") and our CivicClerk Agenda Management System (AMS) can help.

Our company is passionate about our mission to help make local government work better. We know we aren't just delivering a one and done software program. We are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Collaborating with you throughout the process ensures we deliver the right solution, that will be easy for your staff to maintain and your officials and citizens to access.

The CivicClerk AMS is a robust, flexible, and easy-to-use suite of cloud-based tools built specifically for local government that will help you evolve your agenda and meeting minutes to today's standards. You'll be able to inform and empower your citizens and staff in more efficient ways which makes it easier for you ***and*** easier for them.

A Loxahatchee Groves and CivicPlus partnership will save you time and money and will deliver your office an agenda and meeting system that will grow with you and where your staff, officials and citizens can find what they need, when they need it.

Sincerely,

William Velasco
Sales Representative
Velasco@CivicPlus.com
Direct Line 785-370-7761

Table of Contents

1 Executive Summary

3 CivicPlus Company Overview

4 Project Team

5 Case Study

6 Features & Functionality

11 Timeline & Scope of Work

13 Ongoing Support & Services

14 Investment Proposal

Executive Summary

Your staff, officials, and citizens live in an instant access world, where a wealth of information and knowledge is expected to be available with a few clicks of a mouse. Isn't it time your agendas and minutes were available this easily? Simplify your agenda and minutes process, access information from any device and eliminate endless stacks of paper and time creating physical agenda packets. CivicClerk is ready to provide you with ease of use and robust flexibility when it comes to your agenda and minutes creation and storage. Staff and officials can access the system from any device with a standard browser including computers, tablets, and mobile phones.

Our responsive design allows users to view and create agendas, minutes, and packets from their desk, laptop, or even on the go with a tablet or smartphone. Intuitive navigation provides easy access to all of our features and functionality and even first time users can quickly get started. We will never archive or delete your information, keeping your information available and easy to find. Our CivicClerk AMS solution will provide the following:

Agenda Management

- Simplify your entire process with user-friendly interface and agenda creation modules
- Create consistent agenda formats
- Add Agenda items with a specified deadline
- Eliminate time-consuming tasks for staff members

Board Portal

- Access to view meeting content - past, current, and future information
- View comments and discussions from previous meetings
- Access from any device with standard browser including computers, tablets, and mobile phones

Meeting Minutes

- Create meeting minutes with the built-in solution
- View status updates of each item - see if minutes have been completed or are in progress
- Include and view comments, motions, and votes for individual items
- Take meeting attendance with the Roll Call feature

Public Engagement

- Provide transparency and open communication for your citizens
- Allow citizens to view and download agendas, minutes, and complete packets
- Search keywords and filter to quickly find information
- Ability to share documents or add them to their personal Favorites
- Receive notifications when an agenda or packet is posted

Why CivicClerk?

Your officials need instant access to all meeting content so that they can engage in meaningful discussions and to make informed decisions. CivicClerk's software for meetings makes it easy to compile and access all of the necessary documents, data, and paperwork. Eliminate the time wasted searching for paper files, emails, postings, and various folders. With CivicClerk, your officials have all of their need-to-know information at their fingertips, so they can hit the ground running at every meeting.

Eliminate Menial Tasks and Get More Done

We've been working with meeting preparers for years, so we know how much time it takes to manually create an agenda packet. CivicClerk's meeting software instantly eliminates those tedious manual tasks so you can focus on the important stuff. With our AMS, you can spend less time in front of copy machines and chasing down signatures, and more time serving citizens.

Empower Staff, Maintain Control

CivicClerk's agenda software focuses on ease-of-use. All processes are consistent, repeatable, and offer an intuitive way to submit items for approval and packet inclusion, all within administrator-set access limits. Deep user security provides each staffer with only the functions they need.

Deliver Packets to Any Device

Whether your officials prefer to use a desktop, laptop, tablet, Android or iOS phone, by using our meeting management software they will be able to easily access and manage meeting content. CivicClerk's mobile-optimized agenda management software, allows members to access, view, annotate, and comment on packets in the office, at home, or on the go. Have one or two officials that still require paper packets? Our meeting software makes it easy to print paper packets at any time.

Public Engagement with Meeting Data

CivicClerk supports open government. Our AMS makes transparency and disclosure requirements for meetings an effortless task. All public meeting content is instantly and automatically available once the agenda and packet is published, and email notices are automatically sent. Our powerful system makes it easy to understand key metrics by using our dashboards to track and analyze how the public is utilizing the system.

CivicPlus Company Overview

20+

20+ years of experience with a focus to help local governments.

300+

300+ employees, many with experience in local government.

3,500+

More than 3,500 local government clients across Canada and the U.S.

Inc. 5000

8-time Inc. 5000 Honoree

GovTech 100 Company 2018

www.govtech.com/100

CivicPlus is the integrated technology platform for local government, delivering superior local government web technology, including website design & content management, human resources efficiency, mass notification communication tools, parks & recreation management functionality, and agenda/meeting management solutions.

CivicPlus began in 1994 when our founder Ward Morgan decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

CivicClerk, a CivicPlus company, delivers years of experience in agenda and meeting management software as a service technology that has been designed specifically to meet the needs of municipalities and their staff and officials. We consider it a privilege to partner with our clients and provide them with a solution that will serve their needs today and well into the future.

Company & Contact Information

Contact Information
William Velasco
Sales Representative
Velasco@civicplus.com
Direct Line: 785-370-7761

Company Website
www.CivicPlus.com

Legal Name
CivicPlus, Inc.

Primary Office
302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888-228-2233
Fax: 785-587-8951

Incorporated in
State of Kansas
June 1998

Purchasing Vehicles
GSA Contract #:
GS-35F-0124U
TIPS/TAPS Contract #:
2092613zz
Interlocal Purchasing

Project Team

From project management to development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.

Doug Shumway – CivicClerk Product Director

Doug has over 15 years of local government software experience, including being the Co-Founder of BoardSync and SuiteOne Media, and the Founder of FOIA Systems. He manages CivicClerk product strategy and overall vision for CivicClerk and personally engages customers for continuous product enhancements.

Cole Cheever – Vice President of Client Services

Cole leads our implementation teams including project management, designers, developers, and art directors. The team of designers, developers, and art directors partner with the team project manager in designing and creating our websites.

Jim Flynn – Director of Information Security and Infrastructure

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

Katrina Lewison – Director of Training and Consulting

Katrina will coordinate our consulting and training department who will assist you in developing the right message in the right way by the right team. All Trainers and Consultants on Katrina's team have UI/UX certifications to ensure they deliver the best experience for our end users.

Sumre Amerin – Manager of Account Management

Upon launch of your website to the public, Sumre will assign a client success manager to your account. Your dedicated client success manager will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

Constance Huseth – Director of Technical Support

Constance manages the technical support team for all CivicPlus products. This team operates on a three-tier, product-specific escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance.

Case Study

Port Orange Florida

Before CivicClerk

Robin Fenwick, City Clerk and her team would spend hours each week compiling the necessary packets, chasing down paperwork that needed to be signed, and handling other aspects of the agenda management process. Robin estimated that dealing with the meeting process required eight or more hours per week. Time that could have been better spent serving the public, not standing in front of the copy machine and working on other mundane tasks.

City Stats

- Contact: Robin Fenwick, City Clerk
- 57,000 population
- Four Clerk Department staff
- Four Council Members & Mayor
- 18 Boards and Committees
- Over 1000 meetings per year

Product Determination Factors: Technology Integration | Limited Budget | Staff Adoption

After CivicClerk

After reviewing various agenda management platforms on the market and weighing their pros and cons, Robin chose CivicClerk. She found the platform to be more affordable than the others, without suffering any compromises. In October 2014, Robin tested CivicClerk to manage the process for one meeting. Within three months, all of Port Orange's meetings were being managed through CivicClerk.

Robin was able to secure total City's staff buy-in quickly with the new platform. Why? Because the platform proved to be extremely easy to use and the benefits were immediate and obvious. Robin and her staff save over eight hours of labor per week, documents and forms are easily signed with remote access and their meeting agendas are completed in a more timely fashion. This allows the Clerk Department's staff to better serve their citizens and focus on important strategic initiatives.

Results

Agendas Posted: Six Hours Earlier | Time Saved Per Week: Eight Hours

Features & Functionality

Agenda Management

Automate your meeting agendas and packets with a simple, consistent process. Eliminate time consuming manual tasks and focus on important issues instead. Let each board member manage content the way they want.

Features and Benefits

Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk simplifies the entire meeting process from start to finish by providing staff a central location for all board and committee meetings with the same simple, consistent process. Customers choose CivicClerk for our features, ease of use, and modern design.

- Unlimited Meetings
- Unlimited Users
- Unlimited Storage
- Custom Agenda Design
- Electronic Approvals Engine
- Electronic File Management
- Confidential Attachments
- Roll Call, Motion, and Vote Tracking
- Minutes Comments and Discussions
- Speaker Management
- Task Management Pre and Post Meeting
- Comments Engine with Notifications
- Drag and Drop Re-ordering
- Approvals Progress Bars
- Automated Track Changes
- Standard Reporting
- Dash Analytics
- Pre-Defined Item Content
- Automatic Default Items
- Copy and Move Items
- Intelligent Keyword Search and Filters
- Custom Security Profiles
- Automatic Email Notifications
- Dropbox Integration for Delivery
- Board Member Portal
- Public Portal
- Live Streaming and Video-On-Demand
- Videos with Linked Agendas and Minutes
- Tablets Supported

Designed Just for You

CivicClerk's agenda management software is customized to suit your individual design needs and unique approval processes. Create and manage content with custom design templates, wording, numbering, and ordering. You can also utilize a public portal that matches your website.

Complete Security/Access Oversight

Fine-tune your content's security for different staff members. CivicClerk's agenda management system allows for in-depth user security. Administrators can set access levels for individual users, allowing you to control who can access what. You can also easily identify attachments for limited access based on staff or security level.

Create Agenda Items in Seconds

Intuitive process is simple for your organization's entire staff. Save hours each week with CivicClerk AMS that can easily track all key item information, create tasks and to-dos with reminders. CivicClerk supports PDF, Word, Excel, PowerPoint and image files, and utilizes a simple drag and drop ordering of all supporting documents.

Agenda Approvals Your Way

CivicClerk's flexible approvals engine adapts to your review process. No more chasing approvals, and playing phone or email tag. Our meeting management system's powerful approvals engine streamlines routing, email notifications, and manages backup approvers. Even last minute changes are a breeze.

Large Packets? No Problem

Create agendas and packets of any size in just seconds. Easily build different versions based on confidential materials inclusion. CivicClerk is an open government system that allows you to immediately publish on your organization's public portal, thus allowing for instant transparency.

Deliver Content to Any Device

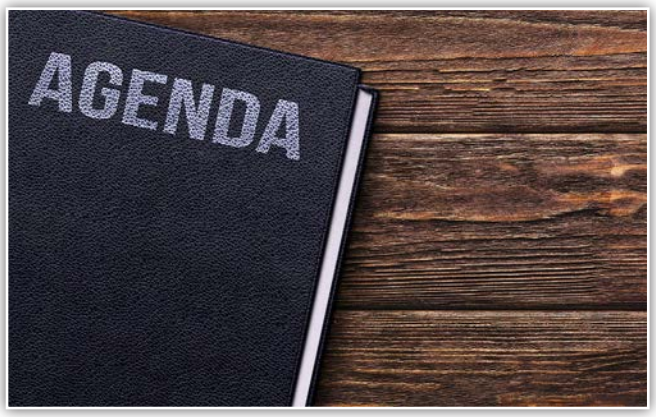
Let board members choose how to get meeting content. Efficiently deliver packets of any size by paper, email, Dropbox, download, or board portal. CivicClerk is optimized for all devices including desktops, laptops, tablets, and mobile phones.

Find What You Need Fast

Save time with powerful keyword and filtered search engine. CivicClerk automatically organizes and stores all of your meeting content, so it's easy to quickly retrieve what you're looking for. Our search tool includes past items, attachments, minutes, and agendas by keyword, date range, and more.

Analytics to Improve Performance

Clear reporting provides insight on progress and goals. Dashboards and built-in reporting provide key metrics on the entire agenda and meeting minutes process.



Meeting Minutes

Live Meeting Manager

Run the entire meeting from one spot and simplify votes, manage speakers, and streamline transparency. Our Live Meeting Manager system lets your board members access meetings online and vote electronically from any device. The vote results are then displayed to the attending public.

Easily Record Roll Calls, Motions and Votes

Capture all meeting actions in just one step. Stop retyping repeated entries. Record meeting actions on your desktop, laptop or tablet, and easily copy similar motions and votes to other items. Publish to your public portal for easy access and transparency. We make open governance easy.

Electronic Voting

Build public trust by letting meeting attendees see your finalized vote results in real time. CivicClerk's agenda management software offers a powerful, fully-integrated electronic voting system. Conduct clerk-initiated electronic votes any time and tally board member votes from any device. Once voting is closed, results are displayed and automatically entered into the minutes module for utmost accuracy and transparency. Additional fees apply for this feature.

Customize It. Then Forget It.

No more typing and copying the same info over and over. Using our agenda software, you can set wording, formatting, and text snippets the way you want them - they'll pre-fill automatically, ending repeated entries. Motions, votes, and speaker info are all customizable, with full editing functions for comments and discussion notes.

Flexible Speaker Management

Organize speaker information for on-going and individual items. CivicClerk supports board members, staff and other public speakers, and offers integrated speaker and countdown timers. Last-minute speaker? No problem. CivicClerk lets you add new speakers before, during, and after the meeting.

Display Pages

These are dedicated web pages that are displayed on televisions or monitors in the meeting rooms or chambers. The follow along based on the actions of the Clerk that is running the meeting. They display a welcome screen (pre-meeting), the current item being discussed, the current speaker and speaker timer (if applicable), a speaker list, and the vote results once saved by the Clerk. Additional fees apply for this feature.

It's easy to create, manage, and finalize your minutes before, during, and after the meeting. CivicClerk automatically generates PDF and Word documents so you can deliver them electronically, by board and public portal, and hard copy.

Board Portal

Get meeting content and action data at your fingertips to make informed decisions. Create and access your own private notes. Get instantly notified when new content is made available, and review online or offline before, during, or after meetings.

Multiple Devices

Access meeting content from any location, anytime. Whether you're working from home, at the office or on the go, CivicClerk lets you access and manage all content with any standard internet browser on your desktop, laptop, tablet, or mobile phone.

Review, Comment, and Discuss

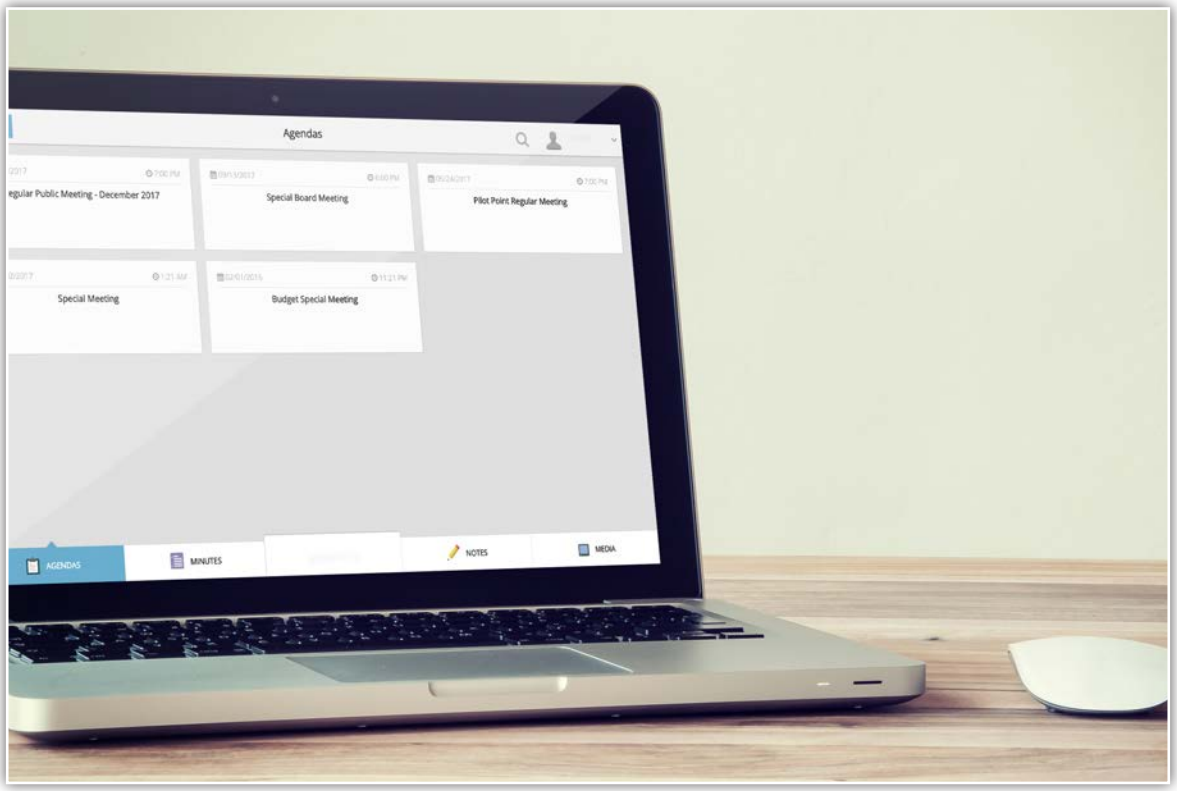
Making and reviewing comments just got a lot easier. Goodbye, fruitless searches for last month's comments. CivicClerk's powerful search and content filter lets you quickly access comments and discussion summaries from previous meetings at any time. Not only that, but you can easily provide your own feedback via email.

Research Past Meeting Content

Quick content retrieval means more productive meetings. Miss a meeting? Catch up when it's convenient for you. Our meeting management software allows complete access to your meeting video archive. All videos are fully integrated with each corresponding bookmarked meeting agenda. Additional fees apply for this feature.

CP Media™ – Live Streaming & On-Demand

Watch your meeting live or later. It's up to you. Miss a meeting? See it when it's convenient for you. Get complete access to your meeting video archive. All videos are fully integrated with each corresponding bookmarked meeting agenda.



Public Transparency

Subscriptions and Social Sharing

Get the word out to your stakeholders. Instantly share meeting content via email, LinkedIn, Facebook, and Twitter. Subscriptions makes it easy to automatically notify the public whenever new meeting content is available.

Keyword Search and Content Filter

Find what you need when you need it. Rifling through reams of paper is a thing of the past with CivicClerk's advanced search functions. Simply search by keyword to find all relevant content from current and past meetings. You can also easily download agendas, packets, minutes, and supporting documents.

Access Content Anywhere, Anytime

Manage, edit, and comment on any mobile device. Whether you're at work, at home, or on the go, our meeting management system allows easy access to meeting content via your laptop, desktop, tablet, or smartphone. Delivering complete transparency and engagement with the public.

Public Portal Dashboard

Get to know your community better. CivicClerk's public portal helps you understand how the public is interacting with your meeting publications by providing keyword analysis and user-friendly usage metric analytics. This will allow you to conduct an in-depth analysis of citizen behavior and help you discover what issues the public finds most pressing.

Live Streaming and On-Demand Video

Public engagement just got a lot easier. CP Media simplifies live streaming of your organization's meetings and seamlessly integrates all video content with the meeting agenda. On-demand meeting content videos feature clear bookmarking and navigation so viewers can quickly find their area of interest.

Automatic Upgrades

Customers automatically receive all future version upgrades of the system upon release. New features and functions are based on feedback and customers requests.

Accessible records and data helps increase your organization's productivity by encouraging public engagement and fostering a better informed, more involved community. CivicClerk's public portal also satisfies public disclosure and posting requirements, and reduces the number of public record requests.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Timeline & Scope of Work

Typical Project Timeline: 6 Weeks

A CivicClerk development plan typically expands a six (6) week timeframe. Exact development timelines can vary due to scope, client availability, milestones set, and other factors.

We will work with you until your system is up and running and your staff has reached a level of comfort to confidently maintain your new system.

1	~2 Weeks
2	~1 Week
3	~1 Week
4	~2 Weeks
5	As needed

Phase 1 | Weeks 1-2

Gather information regarding agendas and how current processes function. This information will be used to initially configure the system.

CivicPlus Will:	What We Need From You:
■ Create production site request ■ Review the implementation plan ■ Configure templates from Word versions of agendas and minutes ■ Input questionnaire data	■ Complete implementation questionnaire ■ Provide Word versions of agendas and item reports

Phase 2 | Week 3

Only initial configuration is complete, gain feedback on final results. Any necessary configuration changes will be identified for completion.

CivicPlus Will:	What We Need From You:
■ Schedule and conduct a first look call ■ Provide any template changes required	■ Schedule a 30-45 minute call for system review ■ Provide feedback on any needed changes

Phase 3 | Week 4

Any remaining changes will be made and the list of users will be added to the system. All configurations will be finalized.

CivicPlus Will:	What We Need From You:
■ Enter user list with appropriate security settings ■ Make necessary changes to templates and configuration	■ Provide a list of users ■ Provide any additional feedback and changes

Phase 4 | Weeks 5-6

Begin in-depth training for administrators followed by a faster training for end users.

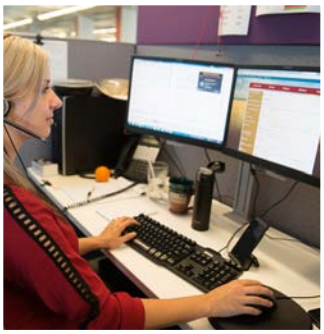
CivicPlus Will:	What We Need From You:
■ Schedule and hold administrator and end user trainings	■ Schedule administrator training ■ Schedule end user training

Phase 5 | As Needed

Now that the main implementation is complete, and there is some data in the system. Any additional service(s) contracted for can be configured.

CivicPlus Will:	What We Need From You:
■ Configure the templates in the system ■ Schedule and conduct minutes training	■ Provide Word versions of your most recent minutes ■ Provide a list of your Board/Council members ■ Schedule a 30 minute call for minutes training

Ongoing Support & Services



Account Management

CivicPlus has a team of dedicated client success managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon launch of the AMS, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your system. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new system.

Support Services

With technology, unlimited support is crucial. Our live support personnel, based in the United States, are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' solutions.

Support

- 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) and 24/7 Emergency Support
- 4-hour response during normal hours
- Dedicated support personnel
- Integration of system enhancements
- Usability improvements
- Online training manuals
- Proactive support for updates & fixes.
- Monthly newsletters/Ongoing follow-up and check-ins
- CivicPlus Help Center Community Forum

Help Center - www.civicplus.help

CivicPlus clients and their visitors have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff and your users to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics among members - along with other functional and engaging features and capabilities.

Investment Proposal

All quotes are priced per project and presented in US dollars. Pricing is valid for 60 days from November 30, 2018.

CivicPlus endeavors to meet Loxahatchee Groves's needs and expectations of your new Agenda Management System. We will discuss your needs, specifications, intended use, and budget prior to finalizing your scope of work. In the event this proposal does not include all of the functionality you need, a new pricing proposal may be provided.

Implementation, Development, and Deployment

CivicClerk Agenda Management System Including:

- Up to Seven (7) Boards
- Agenda Management
- Meeting Minutes
- Public Portal
- Board Portal
- CP Media™ Video Services Including Live Streaming, On-Demand, And Unlimited Storage

Professional Services & Training:

- Four (4) Hours of Virtual CivicTraining™
- One (1) Hour of Virtual Consulting

Annual Services

- Hosting and Security
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Client Success Manager
- Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond

Total Investment – Year 1	$11,183
Annual Services (Year 2 & Beyond)	$8,640

Optional Benefits

CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year 1 expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Services. Our CPA payment plan lowers your initial "out of pocket" expenses.

1st Year CPA Payment $9,488

2nd Year CPA Payment..... $9,488

3rd Year CPA Payment..... $9,488

4th Year Annual..... $9,072
(annual + 5% technology fee)

Optional Project Enhancements

The following items are not included in your project, but can be provided as a scope adjustment or following the completion of your project.

Functionality Options	One-Time	Annual
ADFS	$1,000	$1,000
Additional Web-Based Training - Four (4) Hours	$625	N/A
Closed Captioning	See Following Page for Pricing	
Data Conversion - Up to 7,500 imported files	$2,500	N/A
Boards & Committees Module	N/A	$3,000

Closed Captioning

Third Party Closed Captioning

If the City utilizes a 3rd party or local service for closed captioning, the closed captioning file (.SRT or WebVVT) can be easily uploaded to any event with an associated video. Upon playback of the video the closed captions are automatically sync'd to the video and displayed.

Closed Captioning Services

We have partnered and fully integrated with 3Playmedia, a leading closed captioning service provider (www.3playmedia.com). Our closed captioning services were designed to offer several options for closed captioning with a focus on budgetary restraints facing many government agencies.

On-Demand Closed Captioning Services: Machine Transcription Only – The audio/video file is sent to 3PlayMedia automatically by CivicClerk and run through a machine based transcription process. Then the closed captioning files are automatically sent back to CivicClerk and immediately available on your citizen portal if the event is published. The target accuracy rate is 80%+. This can vary based on the audio quality, for instance if council members talk over each other, etc.

On-Demand Closed Captioning Services with Transcriptionist Review – The audio/video file is sent to 3PlayMedia automatically by CivicClerk and first run through a machine based transcription process. Once completed, the file is fully reviewed by a 3PlayMedia transcriptionist for accuracy and final editing. Then the closed captioning files are automatically sent back to CivicClerk and immediately available on your citizen portal, if the event is published. The target accuracy rate is 99%.

You have the option to choose which meetings get transcribed and in which format. For example, you could have a transcriptionist (human) review all the City Council meetings and use the machine transcription for the smaller boards and committees, or even no transcriptions at all. You have complete control over what gets transcribed and how.

Pricing

- On-Demand Closed Captioning Services: Machine Transcription Only - $0.45 per minute
- On-Demand Closed Captioning Services with Human Review - $2.35 per minute

Closed Captioning services will be billed on a monthly basis and billed via credit card, p-card or ACH transaction. You will only have to enter the information once and the billing will be automated and you can see your usage at any time.

**LIVE STREAMING TRANSCIPTIONS – there is a current joint development with 3Playmedia for machine live streaming transcriptions with a targeted release date of September. Pricing to be determined.

CIVICENGAGE®

Loxahatchee Groves, Florida

Website Redesign Services

Presented by | William Velasco, Sales Representative

CIVICPLUS®

THE Integrated Technology Platform for Local Government

November 30, 2018

302 South 4th Street, Suite 500
Manhattan, Kansas 66502
888-228-2233

Steven Murray
Consultant
Loxahatchee Groves, Florida

RE: Website Redesign Services

Dear Steven:

Today's society expects instant access to news, answers, and communication. In today's virtual world, making your government work better can be a challenge when you don't have the tools and resources to get the job done right. As your partner, that's where CivicPlus can help. We are passionate about our mission to help make local government better. You won't simply be getting a website, you'll also obtain the tools to build a trusted and long-term relationship between you and your citizens.

Loxahatchee Groves is unique with your own set of values and goals. You won't get a cookie-cutter website – your solution will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

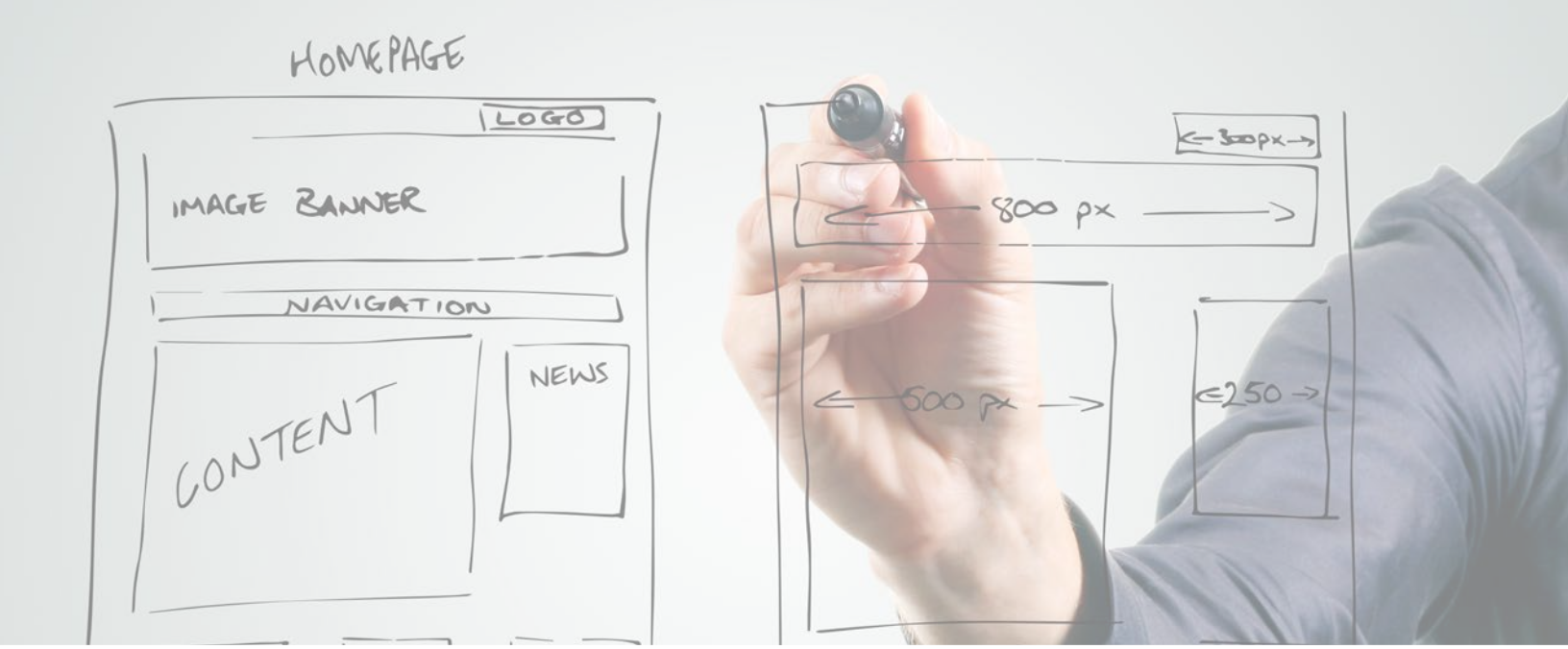
- One-of-a-kind design that captures your community's unique qualities
- 40+ modules with all of the features and functionality you need
- Guaranteed redesign after 48 months of service to keep your website fresh and innovative
- Hands-on migration of existing content by our team of experts
- 24/7/365 support with secure hosting and maintenance
- 100% satisfaction with your new website

Your new site will be developed on the most robust and flexible content management system (CMS) available. Our CivicEngage CMS is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways. Easier for you, easier for them.

We encourage you to contact the references included and discover what their experiences are working with CivicPlus. A Loxahatchee Groves and CivicPlus partnership will save you time and money with a website for your community to find what they need, when they need it.

Sincerely,

William Velasco
Sales Representative
Velasco@CivicPlus.com
Direct Line 785-370-7761



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20 Investment Proposal

Executive Summary

We propose the following approach to help you meet your goals:

Easy-to-Use CMS	Our CivicEngage Content Management System (CMS) is developed specifically for local government with unique functionality to streamline your processes as well as offer self-service options to reduce call volumes and walk-ins for common requests. CivicEngage has a suite of built-in, robust, and straightforward editing tools as well as permission-based access that will empower your staff to update your website content easily and efficiently.
CP Pay™	CP Pay gives you the ability to process payment transactions both online and in-person (with EMV support) with CivicEngage, CivicRec, and third-party integration with open APIs. CP Pay integrates with our recommended merchant account partnership, CP Pay Merchant, as well as commonly used payment gateways. Additional fees apply.
Secure Hosting, Cloud-Based Access	Our solution is supported by an enterprise-level hosting environment with vigilant 24/7/365 monitoring and continual system updating. We guarantee a 99.9% uptime for your website (excluding maintenance). Access can be achieved anywhere from nearly any device so there is no need to log into a network.
SSL Certificate	Protect your new site and your online community's information through encryption of sensitive data and identity verification with an SSL Certificate.
24/7/365 Support	Our helpful in-house support team is available via telephone, email, and live chat to ensure your complete and ongoing satisfaction with our products and service.
Data Driven Design	Our experienced designers will work with you to create a custom, impactful design that will reflect your unique story and community. Utilizing relevant data to drive decisions is at the core of our process so data driven tools, such as heat mapping and website analytics, may be used to increase user experience.
Fully Responsive	Support citizens on the go with abundant online resources accessible from their mobile phone or tablet. With responsive web design throughout, the content on your site will automatically adjust to the screen size of any device. For mobile web users, we design mobile-first to ensure it is responsive!
Content Migration & Optimization	Our Content Development team will manually migrate text, documents, and images from your current site to your new CivicEngage website – saving your staff hours of effort and ensuring consistency, accessibility, and information that is easier to navigate.

WCAG and Section 508 Compliance	Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508 and WCAG Level A & AA. We will also make recommendations on best practices for keeping your content accessible and available for all users.
Dedicated Project Team	A specialized team of experts will assist you throughout the development process including a project manager, consultant, art director, web content specialist, and trainer.
Customized CivicTraining™ Plan	Through three (3) days of interactive virtual instruction, our trainers will ensure your staff gains the confidence to effectively and easily maintain your new website with our WYSIWYG live editing tools and intuitive user interface.
CivicAdvise Professional Consulting Services	During one (1) day of virtual sessions, a CivicPlus consultant will work with Loxahatchee Groves's departments to recognize the most important information needed for navigation in order to implement and sustain a successful website with alignment of your strategic goals.
Design Essentials	These design tools within CivicEngage allow your staff to build, modify, and manage your website's look and feel within the design and structure parameters of your website.
Guaranteed Redesign	At the end of your fourth year of continuous service with us, you're eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be rebuilt from the ground up.

Before & After – Portland, Michigan

Before CivicPlus

With CivicPlus

After partnering with CivicPlus, Portland, Michigan was able to connect and engage their community better through their innovative, mobile, secure and interactive site.

CivicPlus Company Overview

20+

20+ years of experience with a focus to help local governments.

300+

300+ employees, many with experience in local government.

3,500+

More than 3,500 local government clients across Canada and the U.S.

Inc. 5000

8-time Inc. 5000 Honoree

GovTech 100 Company 2018

www.govtech.com/100

CivicPlus is the integrated technology platform for local government, delivering superior local government web technology, including website design & content management, human resources efficiency, mass notification communication tools, parks & recreation management functionality, and agenda & meeting management solutions.

CivicPlus began in 1994 when our founder Ward Morgan decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

Company & Contact Information

Contact Information
William Velasco
Sales Representative
Velasco@civicplus.com
Direct Line: 785-370-7761

Company Website
www.CivicPlus.com

Primary Office
302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888-228-2233
Fax: 785-587-8951

Legal Name
CivicPlus, Inc.

Incorporated in
State of Kansas
June 1998

Purchasing Vehicles
GSA Contract #:
GS-35F-0124U
TIPS/TAPS Contract #:
2092613zz
Interlocal Purchasing

Project Team

From project management to design and development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.

Cole Cheever – Vice President of Client Services

Cole leads our implementation teams including project management, designers, developers, and art directors. The team of designers, developers, and art directors partner with the team project manager in designing and creating our websites.

Barney Barnett – Manager of Implementation Resource Team

Our expert content developers' goal is to migrate and arrange content for usability that is easily understood, efficiently maintained, and accessible to all with ADA compliance according to Section 508 and WCAG Level A & AA.

Jim Flynn – Director of Information Security and Infrastructure

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus security strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

Katrina Lewison – Director of Training and Consulting

Katrina will coordinate our consulting and training department who will assist you in developing the right message in the right way by the right team. All Trainers and Consultants on Katrina's team have UI/UX certifications to ensure they deliver the best experience for our end users.

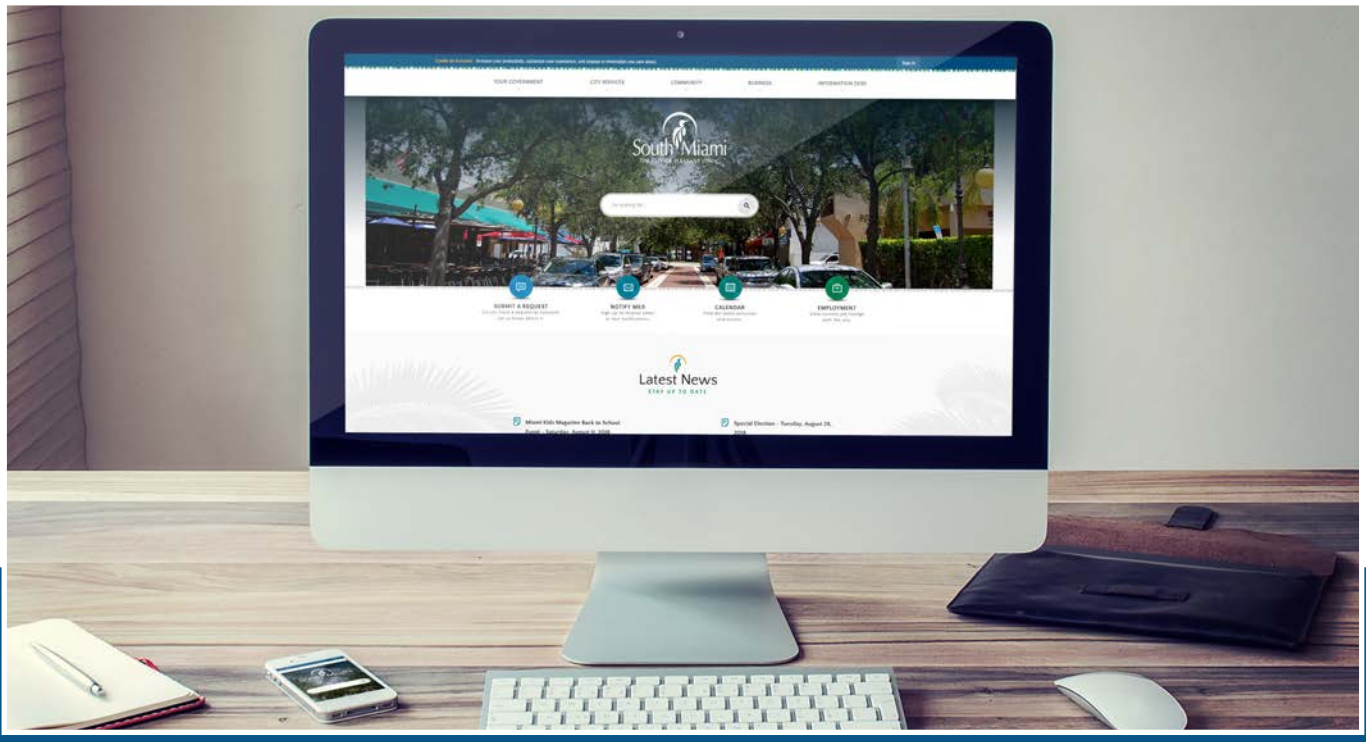
Sumre Amerin – Manager of Client Success Management

Upon launch of your website to the public, Sumre will assign a client success manager to your account. Your dedicated client success manager will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

Constance Huseth – Director of Technical Support

Constance manages the technical support team for all CivicPlus products. This team operates on a three-tier, product-specific escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance.

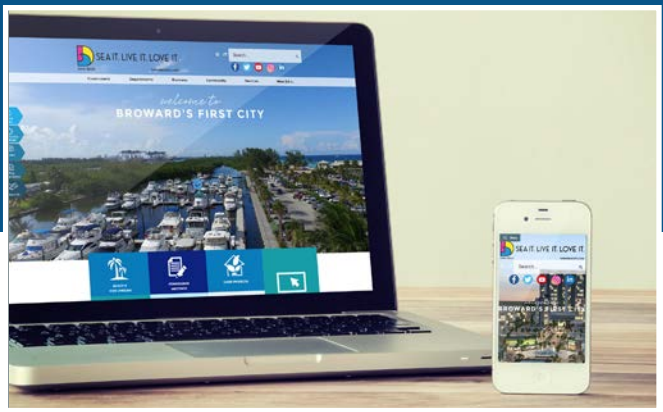
Experience & References



South Miami, Florida

www.southmiamifl.gov

Lisa Hancock, Multi Media Coordinator
847-377-2045 | LHancock@lakecountyil.gov



Dania Beach, Florida

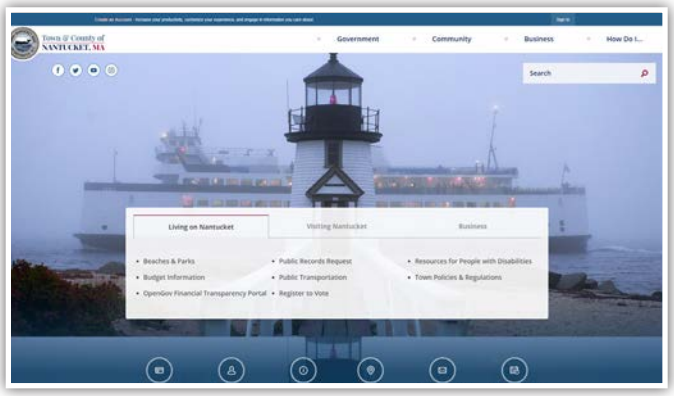
www.daniabeachfl.gov
Joe Husosky, Webmaster
954-924-6800 | jhusosky@daniabeachfl.gov

Palm Beach, Florida

www.townofpalmbeach.com
Jay Boodheshwar, Deputy Town Manager
561-227-6307 | JBoodheshwar@TownofPalmBeach.com

Design Portfolio

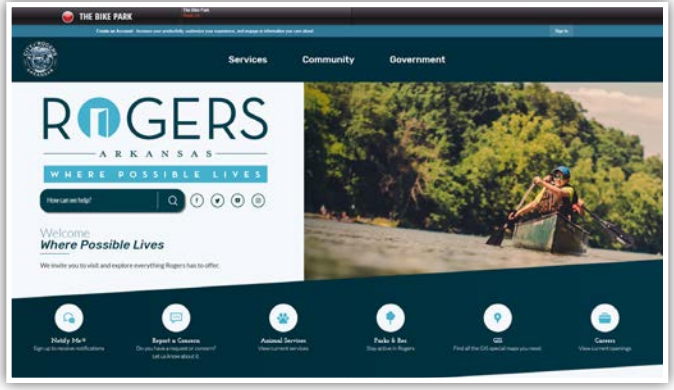
The included design portfolio will provide you an idea of the different directions we can take your creative design. Please note that not all parties listed have agreed to be contacted for reference.



Nantucket, Massachusetts
www.nantucket-ma.gov

Flagstaff, Arizona
www.flagstaff.az.gov

Jefferson County, Colorado
www.jeffco.us



Rogers, Arkansas
www.rogersar.gov

Carbondale, Illinois
www.ci.carbondale.il.us

Muskegon County, Michigan
www.co.muskegon.mi.us

CivicEngage CMS

The CivicEngage CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for organizations that need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees the ability to easily update any portion of your website with ease.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

User Interface

CivicEngage's intuitive interface empowers your staff in more efficient ways. Based on client input and extensive testing, the CivicPlus team has created a clean, crisp, updated look-and-feel for the administrative side of CivicEngage. It's sleek, streamlined, and designed specifically to make your job easier.

All CivicPlus Trainers and Consultants are UI/UX certified to ensure they deliver the best experience for our clients and their end users.

The CivicPlus Platform

The CivicPlus Platform helps municipalities streamline their processes while also enabling robust solutions and integrations. We continually add new functionality and features to the platform to further connect your solutions.

Features

- Single Sign-On (SSO) to all your CivicPlus products
- Easily access all your CivicPlus products and integrated solutions from one dashboard or toolbar
- Strengthened password and user security
- Access to a continually growing set of APIs in order to better connect your organization's processes

Features and Functionality

Modules & Tools

Activities – Create activities and accept registrations while integrating with other CMS modules.

Agenda Center – Create and display agendas and minutes for various civic organizations.

Alert Center – Post emergency or important information on your website to notify citizens via email and SMS.

Archive Center – Store and retrieve agendas, minutes, newsletters and other data-driven documents.

Bid Postings – Post your bids with this easy-to-use tool.

Blog – Post opinions/information about various community topics and allow citizen comments and subscriptions.

Business/Resource Directory – List municipal contact information and community resources.

Calendar – Create multiple calendars and events to inform citizens of upcoming activities.

Carousel Widget – Present more impactful information with easier navigation in a single page element that can hold up to 10 clickable rotating groups of 1-3 widgets.

Citizen Request Tracker™ – Allow users to report a problem and provide follow-up communication with the point of contact.

Community Voice™ – Interact with citizens about projects in your community.

Document Center – Organize and house documents in one central location.

Facilities & Reservations – Showcase community facilities and allow reservations online.

Form Center – Create custom online forms that can be completed and submitted online.

Frequently Asked Questions (FAQs) – Answer the most frequently asked questions from your visitors.

Job Postings – Post available jobs online and accept online applications.

My Dashboard – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.

Notify Me® – Send out unlimited mass emails and SMS messages to subscribers of specific lists. (Includes 500 SMS subscribers)

News Flash – Post organizational news items, right on your home page, that are important to your citizens.

Opinion Poll – Interact with your site visitors by posting various questions and polls.

Photo Gallery – Store and display photos.

Quick Links – Place links on any page using your WYSIWYG editor that let your visitors find what they need quickly.

Spotlight (Advanced widget) – Highlight important text or widgets in a compact, easy-to-update tool.

Staff Directory – Share detailed contact information for your staff and offices.

Social Networking

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. Many CivicEngage modules can be integrated into your Facebook and / or Twitter profile to automatically post information like news items, calendar events, and more. CivicEngage can also incorporate available, compatible social media feeds and widgets into the design of your new website to create a social media hub.

Administrative Features

Automatic Alt Tags – Built-in features ensure your site is Section 508 compliant.

Browser Based – No installation of software needed! Update the site from an internet connection and any platform (Mac or PC).

Content Creation – Easily add new content, edit old content, and keep page layout consistent through use of our What You See Is What You Get (WYSIWYG) editor.

Content Scheduling – Any material in the system can auto-publish and auto-expire.

Content Versioning – An archive of all published content to review and access previous versions.

Dynamic Breadcrumbs and Site Map – Dynamic Breadcrumbs are automatically generated and used to show a visitor's location within the site. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.

Dynamic Page Components – Events Calendar, FAQs, Opinion Poll, News Flash, and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website.

History Log – Track changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.

Intranet – Use permissions to set a secure location on your website to allow employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

Live Edit – Quickly edit directly on the front-end with point-click-edit access to information. See where your information will be posted before you commit to any changes.

Maps – Maps can be developed simply by using our native Image Map Editor to create different link areas. Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu – A main navigation menu is makes it easy to get to any page on your site with a single click.

MobileAdmin App – A separate app to update your admin functions (Alert Center included - upgrade to NewsFlash, Calendar, and CRT) from any location using your tablet or phone.

Pending Approval Items – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.

Predictive Site Search and Search Log – Powerful site search automatically indexes all content making it easy for visitors to find information. All search words are kept in a log, allowing you to update highly searched information and feature key items.

Printer Friendly – Separates critical content from the site template to provide a clean print without menu structure and banner information included.

RSS Feeds – Real Simple Syndication (RSS) allows patrons to sign up to receive email notifications.

Supported Browsers – CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari, and Chrome.

Translation – Integration with Google Translate translates web pages into over 100 languages.

Website Statistics – Piwik Analytics provides web statistics for analysis.

Application Programming Interfaces (APIs)

We know that each municipality has unique needs and develops individualized solutions through software, data integrations, and custom programming to meet those needs. We help you to bring these pieces together in a single location. We continue to improve and evolve our CMS to make integrations with our CivicEngage CMS and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your community's needs using the site itself as a sturdy platform on which to build.

- **APIs**: CivicPlus offers integration via SOAP and REST APIs. Our APIs are available within the CivicEngage system, which allow your IT staff and developers to build community-specific applications right from your website. Enabling communication between your CivicPlus software and third party systems provides the flexibility to leverage the capabilities of both. This information exchange between systems maximizes productivity and efficiency, allowing you to do more with your available resources.
- **Integrations**: CivicPlus routinely integrates with other software to maximize the efficiency and effectiveness of our platform. Most integrations are embedded tools, allowing you to seamlessly leverage the technology with no additional steps. Common integrations that help local government organizations are our data integrations with ESRI and Google Maps within our emergency management, facilities management, and activities software. Additionally, our clients utilize analytics tracking offered through Piwik or Google Analytics. CivicPlus also utilizes the robust functionality and options available through Zapier to assist with client integrations.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Credit Card Processing

CP Pay™

Opt-in to use CP Pay – our secure, PCI-compliant, standalone payment gateway that is integrated within the CivicPlus Platform. Local governments can use CP Pay within any CivicPlus solution or third-party product. Providing flexible payment solutions, CP Pay offers integrations with commonly used payment gateways in addition to our recommended merchant account gateway partnership, CP Pay Merchant.

Our recommended payment gateway, CP Pay Merchant, will relieve your finance and IT teams of the risk of maintaining and monitoring merchant processing responsibilities and vendor relationships. Take advantage of having all your payment transaction information in a consolidated area, while having the peace of mind that all digital financial compliance requirements are met and your chargebacks and refund requests are being managed for you. Key benefits of CP Pay Merchant include:

- Next-day funding
- Support for the latest secure digital transaction technology with Europay, MasterCard, Visa (EMV)
- Smart payment transactions (chip cards)
- Consolidated, real-time CP Pay reporting across products and third-party software

Not only does CP Pay Merchant accept online payments, you will be able to accept secure payments in your office with the OpenEdge Hardware Program for CivicPlus. Because each device is encrypted specifically for the payment gateway, you'll need to leverage devices directly from OpenEdge for either a one-time purchase or rent. We are happy to assist in your procurement of such devices.

To utilize our recommended merchant account, CP Pay Merchant, separate merchant account fees and 3% + $3.0 transaction fees will apply. Please reach out for additional information.

Supported Gateway Providers

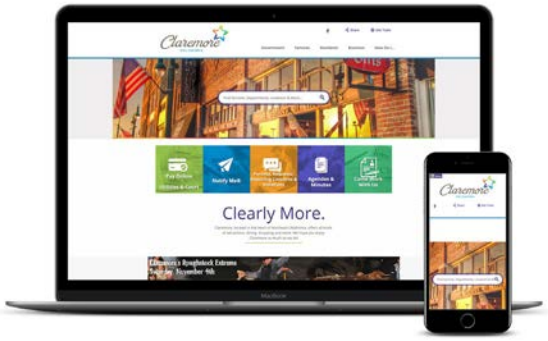
Providing flexible payment solutions, CP Pay has a number of supported gateways that you can leverage for an additional set-up fee.

Design

Responsive Design

As part of providing industry-leading technology, responsive design is included with your CivicPlus site. With responsive design, your site adjusts to the screen size regardless of what device is being used. CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari, and Chrome. This flexibility provides a seamless user experience.

Jefferson County, Colorado | www.jeffco.us

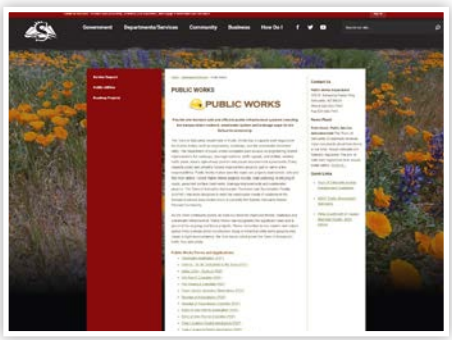


Claremore, Oklahoma | www.claremorecity.com

Page Designs

After your design concept and direction has been determined with your Art Director, one overall design template will be created incorporating both a homepage layout and an interior page layout. Page layout options are available within the Online Page Editor content creation functionality. Those layouts are separate from the overall design of the site, though they do reflect font sizes and styles associated with the various heading levels and content types. Unlimited pages can be created with the CivicEngage CMS.

Home Page



Interior Page - Public Works

Dynamic Page components such as Quick Links, Events Calendar, FAQs, Opinion Poll, News Flash, and others, may be placed on any page and will help dedicated areas of the site appear as its own website. For example the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs, and news announcements pertaining to that department.

Accessibility

ADA Section 508 Compliance

We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. Our focus is to provide a high degree of compliance with WCAG 2.0 A and AA, which maximizes accessibility for all users while providing freedom to create a visually rich and appealing site.

Our approach for each website includes the following steps to ensure you receive a compliant and accessible website:

- We guarantee that we deliver you a site that meets ADA (Section 508) and WCAG 2.0 A and AA levels.
- Our trainers will use CivicPlus best practices to teach your staff to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- We ensure that any new regulations that require code changes are done automatically for you and perform code changes quarterly with no additional effort required from you.
- Our product team closely follows changes in regulations and updates our best practices as well as provide regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

We will deliver a compliant website, and training and provide you some tools to do that will help you maintain compliance after Launch:

- Accessibility Checker – scans content in the editor widget, NewsFlash, and FAQs for any accessibility issues so you can correct them before publishing.
- Accessibility Checklist – to assist you in reviews of your site's design and content.
- Best Practices – to help your team take personal responsibility and accountability for your web pages.
- Ongoing Scans – we think it is a best practice to occasionally scan your site to check ongoing compliance (available for an additional cost).

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our clients. Additional details and a quote can be provided upon request.

Project Timeline/Development

Typical Project Timeline: 16 – 30 weeks

Design creation, accessibility / usability guidance, content optimization, dedicated training - CivicPlus delivers all of this and more during the development of your new website. Your exact project timeline can vary based on determined project scope, project enhancements purchased, your availability for meeting coordination, action item return / completion, approval dates kept, and other factors. Project timeline, tasks, and communication will be managed and visible to you via Mavenlink – our project management software. Based on our experience, the estimated timeline for the successful completion of your CivicEngage project is approximately 30 weeks.

1	Initiate ~3 – 5 Weeks
2	Analyze ~3 – 7 Weeks
3	Design & Configure ~5 – 8 Weeks
4	Optimize ~2 – 4 Weeks
5	Educate ~1 – 2 Weeks
6	Launch ~2 – 4 Weeks

Phase 1: Initiate

Project Kickoff Meeting

During the Project Kickoff Meeting, your project manager will perform introductions, detail items needed from you, provide a high-level overview of the development process, and introduce you to the tools and resources used to manager the project.

Planning & Scheduling

Your project manager will create a comprehensive project timeline based on your project scope and specific needs. CivicEngage will schedule the design, content, development, and training resources needed to implement your new website to ensure on-time completion of your website project.

Phase 2: Analyze

Design Discovery & Content Preparation

The CivicEngage Team will collaborate with you to determine the goals and objectives you would like to achieve with your new website and use that information to develop a strategy for your content and design. CivicEngage professionals will outline our best practices and standards, and you will work with your project team to determine how you want your website to look, feel, and function.

Mood Board

Your Project Team will present a custom mood board reflecting the color and imagery that will set the tone for your design. A mood board is a collection of colors, textures, images, graphics, text, and descriptive words. Once approved, these design features will be used to develop the design concept for your website.

CivicAdvise Professional Consulting Services

Implementing an enterprise-wide software solution is huge undertaking. Not only does new software touch every department in your organization, it has the potential to positively impact the hundreds of end-users in your community. Sometimes getting to that positive end point is tough with incongruent agendas from stakeholders such as elected officials and department heads. CivicAdvise consulting helps your organization do the heavy lifting, starting with data-driven research and ending with service-level process optimization. We'll help you facilitate the tough conversations that happen when you put a microscope to your current processes, solutions, and website presence. We will also guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

During your consulting session, our consultants will:

- Get everyone excited and on board
- Facilitate stakeholder review of strategic initiatives
- Ensure everyone's needs are heard and addressed
- Devise a strategy to integrate third party applications
- Create process maps for critical services
- Identify your audience, top services and most relevant information
- Assist in analyzing web statistics and citizen input
- Make a plan to improve information and end-user navigation
- Align department processes
- Suggest streamlined content making it easy for citizens to follow and staff to maintain

Types of Consulting include:

- Research
- Align
- Design & Configure
- Optimize
- User Testing
- Process Mapping

Phase 3: Design & Configure

Design Concept Development & Review

You'll be presented with a responsive design prototype allowing you to review the design concept in a working and functional environment. The concept is hosted on a unique web address so it can be viewed on multiple devices and easily shared with key stakeholders.

You will have the opportunity to evaluate the design concept presented and collaborate with the CivicEngage Project Team on proposed changes. If needed, design concept revisions can be made before the approval deadline that you and your project manager agree upon in your timeline.

Content Migration & Optimization

During the previous phases, your staff has the role of updating the content on your current primary site based on CivicEngage recommendations. Our content development team will then migrate, optimize, and reorganize your content based on best practices for consistency, accessibility, and usability.

Website Reveal

The CivicEngage Team will present to you a completed website featuring your approved design and optimized content. Your new website will be built with all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508 and WCAG Level A & AA.

Phase 4: Optimize

Website Finalization

You will evaluate the completed website and confirm expectations were met in accordance with the Statement of Work and the goals outlined have been achieved. The CivicEngage Team will work with you to prioritize and plan any final needs for the website.

Phase 5: Educate

User Training

Our goal in your CivicTraining plan is to give your staff the skills and tools they need to quickly and easily keep your website current. CivicPlus will provide in-person or online training to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future.

Regardless of technical ability, we will help your staff gain the confidence to effectively use and maintain your website. Your training plan will be customized to the needs and skill levels of your site users and administrators. The training session will utilize your production website so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

Phase 6: Launch

Launch Preparation

This is an exciting time; it is the last step before your new site launches! Your Project Team will provide you with a pre-launch checklist to complete and ample time to complete any updates before your website launch.

During this time, you will be able to add, create, and make adjustments to content on your production site, as well as ensure overall satisfaction with your website.

Website Launch

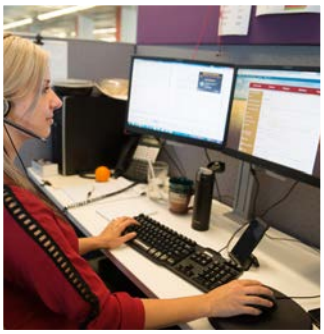
After website launch confirmation is received, your domain name is directed to the newly developed website and your beautiful new website is made available to the world.

Your Role

We will need your help to create the strongest possible website for your community. We will need you to:

- ✔ Gather photos and logos that will be used in the overall branding and design of your new website
- ✔ Provide website statistics to be utilized in reorganizing your website content, navigation, and design
- ✔ Complete the Design Discovery Form to communicate design preferences
- ✔ Provide technical information in the DNS form for the set up of your website domain name(s)
- ✔ Perform reviews and provide official approvals throughout the project
- ✔ Update the content on your current website and delete any pages you no longer need
- ✔ Track website updates to be completed during your training session
- ✔ Ensure you have the most up-to-date web browsers installed on your organization's computers
- ✔ Compile a list of your website users and desired permission levels
- ✔ Reserve training location and necessary resources (computers, conference phone, etc.)

Support, Hosting, and Security



Around-the-Clock Service & Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

Technical Support	Maintenance
■ Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) ■ 4-hour response during normal hours ■ 24/7 emergency support ■ CivicPlus Help Center - 24/7 access to online training manuals, troubleshooting solutions, and the CivicPlus Community	■ Full backups performed daily ■ Regularly scheduled upgrades, including fixes and other improvements ■ Frequent installation of OS system patches and enhancements ■ All updates are tested internally before being installed

www.civicplus.help - The CivicPlus Help Center

CivicPlus clients and their visitors have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff and your users to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics among members - along with other functional and engaging features and capabilities.

Dedicated Client Success Management

CivicPlus has a team of dedicated client success managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon website Launch, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over $1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. To help ensure your site is protected at the level you need, CivicPlus' Included Hosting & Security Package is built into your solution.

Your system is monitored 24/7/365. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance), we've got you covered. If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options that are available to you at the time of event.

Included Hosting & Security Features

Data Center

- Highly reliable data center & secure facility
- Managed network infrastructure
- On-site power backup & generators
- Multiple telecom/network providers
- Fully redundant network
- System monitoring - 24/7/365

Bandwidth

- Multiple network providers in place
- Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)
- Burst bandwidth - 22 Gb/s

Hosting

- Automated CivicEngage software updates
- Server management & monitoring
- Multi-tiered software architecture
- Server software updates & security patches
- Database server updates & security patches
- Antivirus management & updates
- Server-class hardware from nationally recognized provider
- Redundant firewall solutions
- High performance SAN with N+2 reliability

Disaster Recovery

- Emergency after-hours support, live agent (24/7)
- On-line status monitor by Data Center
- Event notification emails
- 8-hour guaranteed recovery TIME objective (RTO)
- 24-hour guaranteed recovery POINT objective (RPO)
- Pre-emptive monitoring for disaster situations
- Multiple, geographically diverse data centers

DDoS Mitigation

- Defined DDoS Attack Process
- Identify attack source and type
- Monitor attack for threshold* engagement

DDoS Advanced Security Coverage

Not Included. Additional coverage available at time of event. Additional fees will apply.

*THRESHOLDS: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

Investment Proposal

All quotes are priced per project and presented in US dollars. Pricing is valid for 60 days from November 30, 2018.

CivicPlus endeavors to meet Loxahatchee Groves' needs and expectations of your newly designed website. We will discuss your needs, specifications, intended use, and budget prior to finalizing your scope of work. In the event this proposal does not include all of the functionality you need, a new pricing proposal may be provided.

Website Implementation

- CivicEngage Content Management System
- Custom Design
- Migration of up to 100 pages of existing content for URL: www.loxahatcheegrovesfl.gov
- Migration of Three (3) Years of Agendas & Minutes in PDF or DOC format
- One (1) SSL Certificate
- One (1) Day of Virtual CivicAdvise Consulting
- Three (3) Days Virtual CivicTraining for up to Six (6) Staff Members / Session
- Guaranteed CivicEngage website redesign after 48 months of continuous service

100% REDESIGN GUARANTEE

Annual Services

- Included Hosting and Security Package
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Client Success Manager
- Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond

Total Investment – Year 1	$17,775
Annual Services – Year 2	$4,000

CivicPlus Advantage (CPA) - Alternate Payment Plan

CPA provides zero interest, level payments that divides the Total Investment - Year 1 expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Services. Our CPA payment plan lowers your initial "out of pocket" expenses dramatically.

CPA Payments for Years 1-3. . . . . $8,592/year

4th Year Annual. $4,200
(annual + 5% technology fee)

Optional Project Enhancement

AudioEye: Full Ally Managed Service — $3,500 Annually

More accessible. More usable. More people.

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy-to-use interface.

Conforming to Web Content Accessibility Guidelines (WCAG) 2.0 has never been easier. AudioEye provides you:

- AudioEye's Full Ally Managed Service
- Proprietary automated testing suite
- Detect Section 508 & WCAG 2.0 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis & usability testing
- Support, training, & consulting from subject matter experts
- Ally Toolbar - Web Personalization Tools

Ally Managed Service

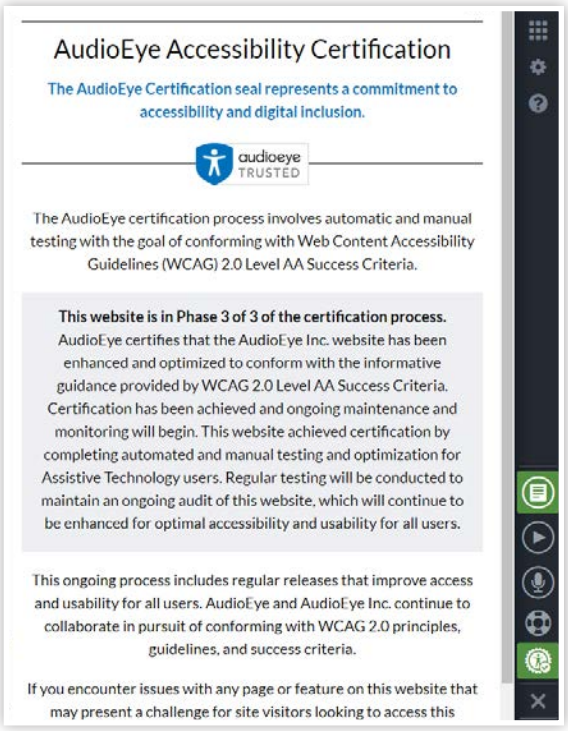
- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology - a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues

Ally Toolbar

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, listen to the content read aloud, and command the browser using voice controls



Granicus Proposal for Loxahatchee Groves, FL

Granicus Contact

Name: Bill Marshall

Phone: (202) 559-3037

Email: bill.marshall@granicus.com

Proposal Details

Quote Number: Q-63498

Prepared On: 4/8/2019

Valid Through: 6/7/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Open Platform - Setup and Configuration	Upon Delivery	1 Hours	$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	$3,500.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	$125.00
View Template (GT) - Setup and Configuration	Upon Delivery	1 Hours	$0.00
Player Template (GT) - Setup and Configuration	Upon Delivery	1 Hours	$0.00
Standard Agenda Template - Setup and Configuration	Upon Delivery	1 Each	$0.00
Live Manager (GT) - Setup and Configuration	Upon Delivery	1 Hours	$0.00
Granicus Video - Online Training	Upon Delivery	6 Hours	$0.00
Government Transparency - Setup and Configuration	Upon Delivery	1 Hours	$0.00
Peak Agenda Management Standard Agenda Report	Upon Delivery	1 Each	$0.00
		SUBTOTAL:	**$4,500.00**

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Peak Agenda Management Standard Minutes Report	Up Front	1 Each	$0.00
Peak Agenda Management Standard Cover Page Report	Upon Delivery	1 Each	$0.00
Peak - Online Training	Upon Delivery	8 Hours	$0.00
Peak - Setup and Configuration	Upon Delivery	1 Hours	$0.00
		SUBTOTAL:	**$4,500.00**

Annual Fees for New Subscriptions			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Government Transparency Suite	Annual	1 Each	$2,568.00
Open Platform Suite	Annual	1 Each	$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	$1,200.00
Peak Agenda Management	Annual	1 Each	$3,300.00
		SUBTOTAL:	**$7,068.00**

Remaining Period(s)		
Solution(s)	**Year 2**	**Year 3**
Government Transparency Suite	$2,747.76	$2,940.10
Open Platform Suite	$0.00	$0.00
Granicus Encoding Appliance Software (GT)	$1,284.00	$1,373.88
Peak Agenda Management	$3,531.00	$3,778.17
SUBTOTAL:	**$7,562.76**	**$8,092.15**

Product Descriptions	
Name	**Description**
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
View Template (GT) - Setup and Configuration	Initial set up and implementation of viewpage template
Player Template (GT) - Setup and Configuration	Initial set up and implementation of video player template
Standard Agenda Template - Setup and Configuration	Initial set up and implementation of one standard agenda template
Live Manager (GT) - Setup and Configuration	Initial set up and implementation of LiveManager, ensuring timestamp capabilities for meeting agendas
Granicus Video - Online Training	Granicus Video - Online Training
Government Transparency - Setup and Configuration	Setup and configuration for Government Transparency

Product Descriptions	
Name	**Description**
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to one Granicus platform site • Access to one Peak Agenda Management site • Design services for one public view page portal • Design services for one Agenda report template • Design services for one Cover Page report template
Peak Agenda Management Standard Agenda Report	Professional service for designing an additional Peak agenda report.
Peak Agenda Management Standard Minutes Report	Professional service for designing an additional Peak minutes report.
Peak Agenda Management Standard Cover Page Report	Professional service for designing an additional Peak cover page report.
Peak - Online Training	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Peak - Setup and Configuration	Setup and configuration of Peak Agenda

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Loxahatchee Groves, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-63498 dated 4/8/2019 are incorporated into this Purchase Order by reference.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.
- Loxahatchee Groves, FL is eligible to receive up to five (5) two-day passes to the 2019 Granicus National Summit, valued at $299.00 each. The Granicus National Summit is the premiere user conference for public sector professionals across federal, state, and local government. Attendees will be provided with hands-on training led by Granicus subject matter experts, as well as opportunities to learn and network with peers and leaders in government. *Granicus National Summit Dates: May 14-15, 2019*

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information
Name:
Phone:
Email:
Address:

Loxahatchee Groves, FL
Signature:
Name:
Title:
Date:

GRANICUS

Granicus Video

A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.

- Live event streaming
- Archive videos with unlimited storage
- Searchable, indexed content
- Publish a complete public record
- Closed captioning add-on for ADA compliance
- Reports to analyze public participation

Peak Agenda Management

Streamlined, paperless agenda creation, approval and publishing

Peak Agenda Management allows staff to easily manage the agenda creation process from start to finish without the paper shuffling. Draft meeting agendas within configurable templates and submit through customized workflows to the correct departments, meeting bodies, and users. Peak's paperless integration prevents multiple versions of agendas getting shuffled around between different members - which often ends with inefficient use of meeting time spent catching up on the right documents.

Automated emails alert users that new items are up for review, and the intuitive calendar view makes it easy to manage one-time and recurring meetings. Electronically review, add and collaborate on agenda items, including attaching supporting documents and materials as needed. Once approved, agenda packets are generated into a single PDF for efficient online publishing or integration with Granicus' in-meeting and post-meeting legislative tools.

- Paperless agenda review and collaboration
- Access via web browser
- Configurable agenda templates
- Customizable approval workflows
- Track agenda progress on dashboard and calendar
- Publish to PDF

GRANICUS

Empowering Modern Digital Government

Loxahatchee Groves, FL

Website Design, Development & Hosting Proposal

Dan Oldehoff
Regional Account Specialist
720.770.5598
Dan.Oldehoff@Granicus.com

Granicus
1999 Broadway Suite 3600
Denver, CO 80202
www.granicus.com
Date: April 10, 2019

GRANICUS

Granicus govAccess

A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

DATA-DRIVEN, CUSTOM DESIGN

All govAccess projects start with research into how your website visitors want to engage with you and what services and information is most important to them. This research informs the design, content structure and development of your website – the result: extreme usability whether on desktop or mobile.

SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more- all while ensuring consistency and control.

ENTERPRISE-CLASS HOSTING + SUPPORT

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.

Heatmaps help us understand where eyes and clicks are going on your site.

Basing our redesign on science, rather than emotion, helped to keep everyone on the same page as we worked through the process of transforming our web presence from a mere website to a customer service portal.

Kevin Tunell
Communications Director,
Yuma County, AZ

GRANICUS

The govAccess Content Management System

Our enterprise content management system, Granicus govAccess, delivers a superior citzen-centric experience.

Our council of 200+ members povides feedback on user testing, passing along the critical information we need to align our innovation to customer needs.

- **Easy Authoring & Administrative Control** – Lock down user permissions while providing drag-and-drop simplicity.
- **Create Once, Publish Everywhere** – Reduce duplicate entries and save time by sending to multiple channels.
- **Intelligent Site Search** – Locate content quickly and easily with built-in advanced search capabilities.
- **Mobile Management** – Analyze mobile traffic before customizing the display on different screen sizes.
- **Digital Service Delivery**– Move more services online and go completely paperless to drive down costs.
- **Open Government** – Share transparent data and visualize performance metrics across agency departments.
- **Accessible Technology** – Follow ADA/WCAG 2.1 guidelines to avoid potential lawsuits.
- **Interior Page Design** – Optimize the complete end-to-end customer journey with flexible designs and technology.
- **Continuous Innovation**– Enjoy monthly release updates and help shape the product by joining our customer council, Labs, for prototypes, beta access and more.

Granicus technology serves more than 4,000 agencies across United States, Canada, and United Kingdom.

If you desire something not listed, then go ahead and connect with us; we are happy to answer any questions.

200 + Council Members

"I love working with Granicus because the CMS always evolves to meet the changing dynamics of local government. They never settle and always strive to deliver the best technology in the market."

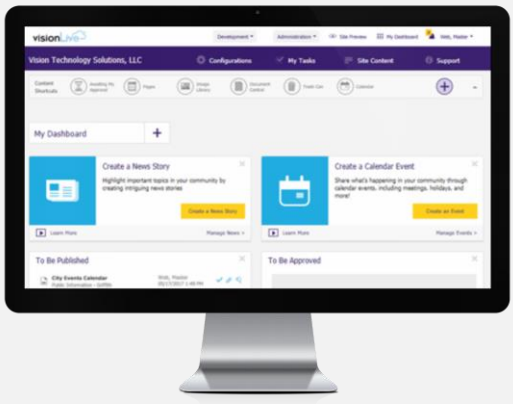
Anthony Wilson,
Public Information Officer
City of San Angelo, Texas

Labs

GRANICUS

Did you know?

60% of CMS users login less than twice per month.



With Granicus govAccess, the casual user can easily update the website with fresh content and visuals, while the power user can monitor, manage, analyze and optimize the website over time.

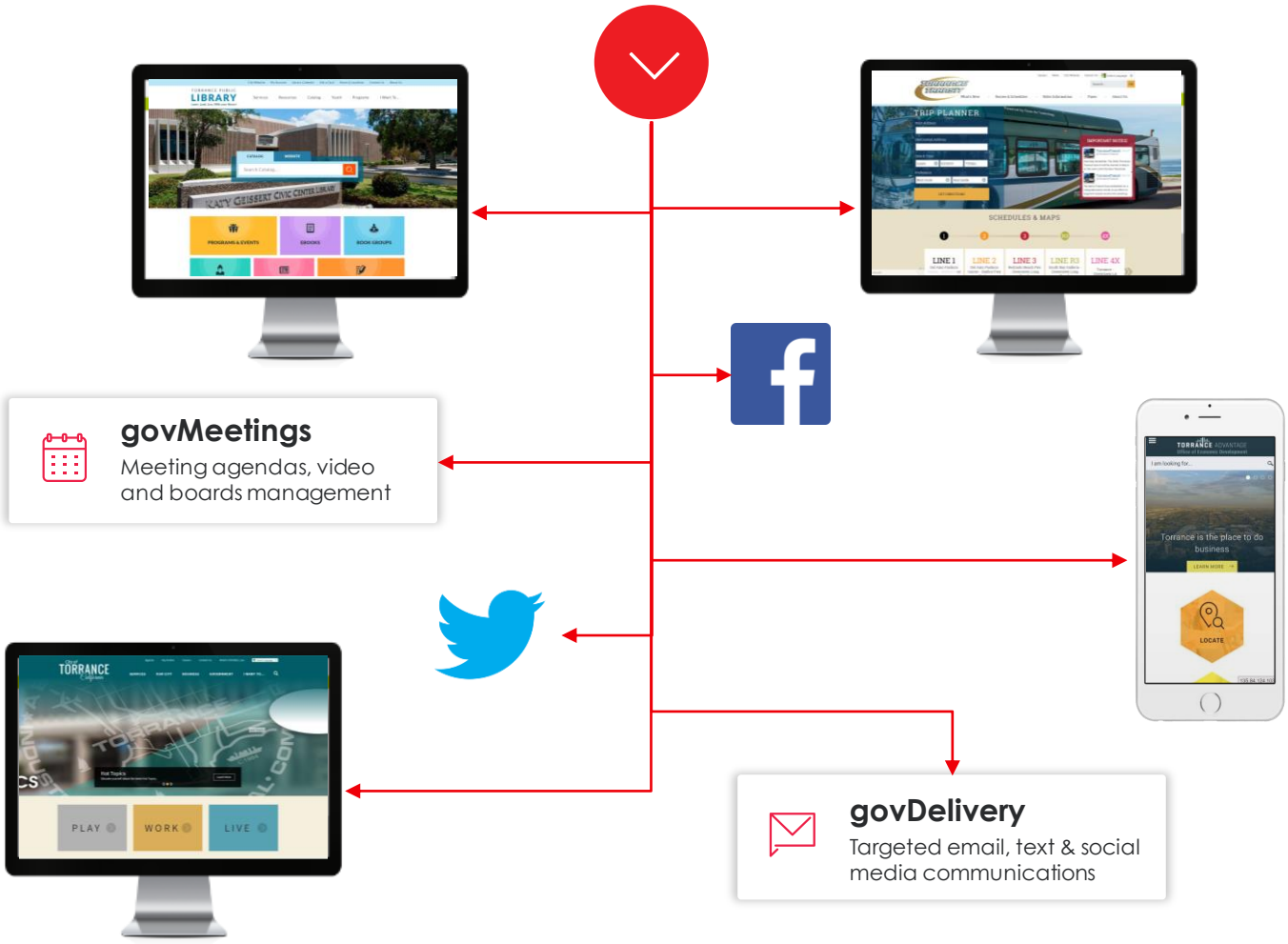
Easy Authoring and Administrative Control

At Granicus, we understand the complexities of managing the many departments and content editors contributing to your website. To give you time back in your day, we have simplified the experience for the casual user, while offering governance and administrative tools to ensure a consistent experience for website visitors.

Granicus govAccess is a CMS built for government. With our solution you will have everything you need to manage content, including, but not limited to:

- **Live Chat & Embedded Training** – Connect with our technical support team or teach yourself with self-service curriculums and training videos.
- **Wizard Interface –** Walk through a guided content creation process with helpful tips along the way in a single, intuitive workflow.
- **Drag-and-drop Simplicity –** Add content or customize your experience within seconds by configuring settings or leveraging inline editing mode.
- **Personal Dashboards** – Tailor your workspace with dashboard blocks including content quick-adds, content approvals, reporting, analytics and more.
- **Social Media Management** – Promote new content through multiple social accounts, customize and preview posts, and schedule a social campaign with a cadence of publish dates across channels.
- **Multi-channel Publishing** – Promote custom content directly to Facebook, Twitter, email messages, and the website with a single click of a button.
- **Subsite Management** – Consolidate sites into one single CMS instance to share user permissions, leverage common assets, and improve content transparency.

Create Once, Publish Everywhere (COPE)



INCLUDED FEATURES:

Email by govDelivery – Tap into the Granicus Network and benefit from the largest email delivery infrastructure for industry-leading delivery speed and success rates; all built specifically for government.

Multi-site Management – Consolidate fragmented website experiences across your organization to decrease technical costs and empower users to collaborate with each other while using the same system.

Facebook & Twitter Integration – Enjoy full control over writing and scheduling social media campaigns and preview the exact the design from the native platform before ever clicking publish.

APIs and Web Services – Extend the core content management system by leveraging a full suite of available APIs and other extensions.

Permissions & Security Roles – Lock down the publishing capabilities across each of the various channels with a common understanding that authors only have as much access as you assign.

Mobile Management for A Modern World

Mobile responsive design is no longer a luxury; it is a requirement.

With Granicus, you'll benefit from progressive mobile web design and a CMS solution that ensures your focus on creating a mobile-first experiences does not stop at your launch date. Granicus gov Access delivers all the necessary tools required for an increasingly mobile world.

- **Responsive Design** – Deliver responsive websites across any device at any time out-of-the-box. This means it will look great on a desktop monitor, a tablet such as an iPad, or any number of mobile devices – small or large.
- **Analytics and Reports** – Review data supplied by Google right on your personalized dashboard. Track most visited mobile pages to better understand where you can begin to start optimizing mobile content.
- **Mobile Designer** – Optimize content for site visitors visiting from a mobile device; reorder or hide specific content for complete control over the experience..
- **App-like Mobile Homepages** – Include an app-like experience in your project at no additional cost to you. Streamline the resident experience on mobile devices with our intuitive app-like mobile-specific homepages.
- **Native Mobile Apps –** Offer super tech savvy citizens the ability to download a 100% native mobile app – no fake apps with HTML wrappers – to further transform your organization. *(inquire for pricing)*

GRANICUS

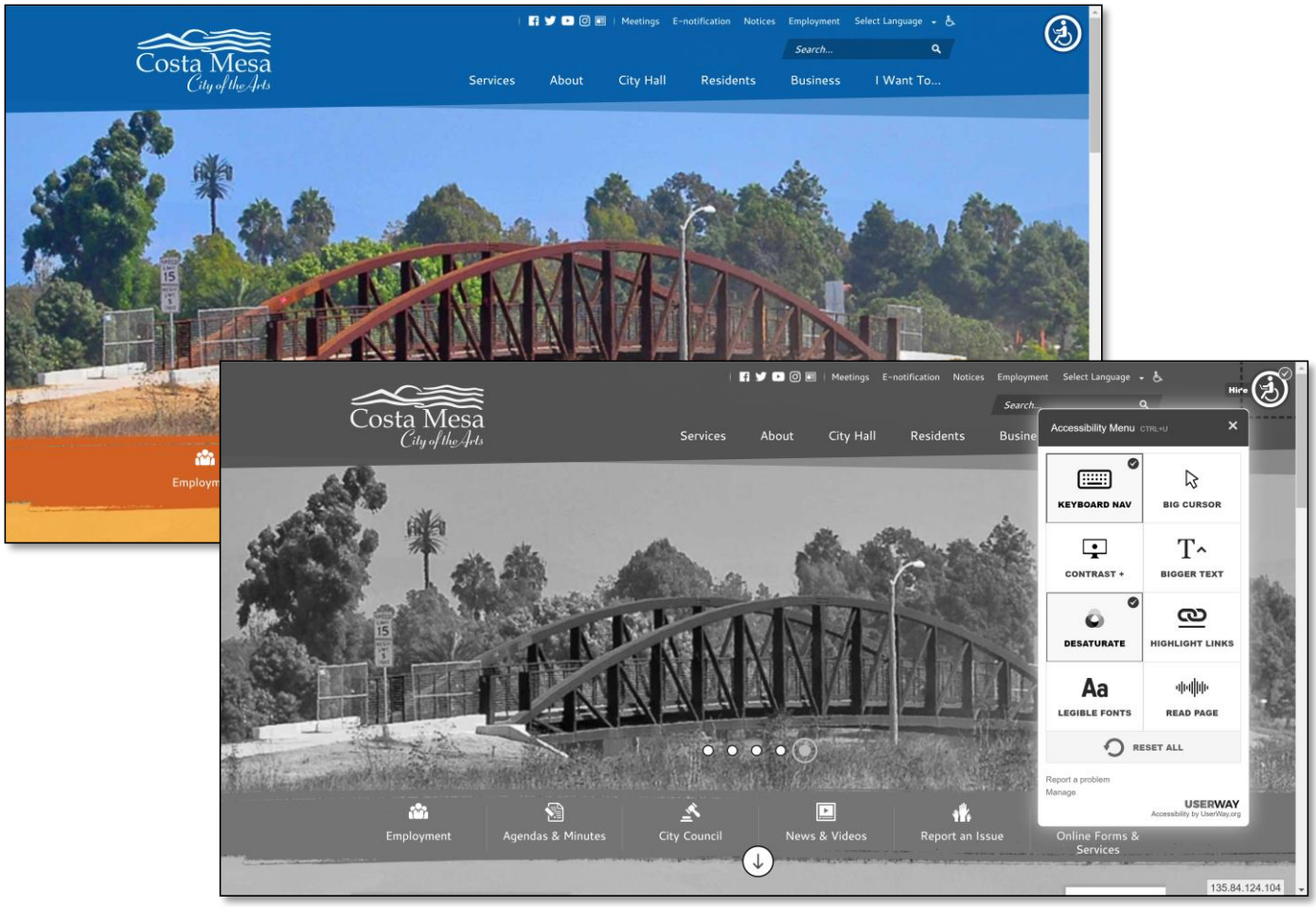
Did you know?

Approximately 49% of traffic to a government website comes from a mobile device!

Top tasks change by device type.

More complex tasks like applying for a building permit are done on a desk top, whereas looking up quick info about parks and rec or paying a parking ticket are more often done from a mobile device.

UserWay Integration to Improve Accessibility



INCLUDED FEATURES:

Desaturation (seen above) – Site visitors coming to your site may have a visual impairment. Great government websites offer an easy way turn an entire page greyscale.

Contrast View and Highlighted Links – Similar to saturation effects, other visitors will varying visual impairments which are influenced and corrected with multiple contrasting views.

Built-in Screen Reader – The average reading level is 8th grade. Other site visitors might not read at all. You can improve accessibility by including a default screen reader on your site.

Legible Fonts – Stylistic designs may win awards, but they exclude some of the people you serve. Government sites are required to allow a way for automatically changing this font-style.

Enlarged Cursor and Text – Increase the size of both the mouse cursor and text on the screen to make it easier to see content and possible actions on your site.

GRANICUS

Federal-grade Hosting & Security Within Budget

Granicus serves some of the most secure agencies, such as the Department of Homeland Security, Department of Defense, and Veterans Affairs, as well as cities, counties, and states. These agencies all share a #1 priority - the security of citizen and government data.

We have successfully completed several Certifications and Accreditations (as seen right). Granicus is one of only a few government technology vendors authorized by FedRAMP.

We are also one of a handful of elite organizations that are ISO27001 certified, and have been awarded the United Kingdom's G-Cloud IL2 accreditation.

Our data centers adhere to top certification requirements and assure that your data and citizen data is safe and kept private.

- **Encryption –** At rest encryption of all data, always
- **Security Scanning –** Weekly automated scanning at the application, host, and network level by a dedicated team of security experts
- **Physical Security –** Facility protected by five concentric security rings and constant monitoring of common and restricted areas
- **Archiving –** High performant Cache and SSD storage for archiving of video and other large files
- **Virtualized Servers –** Facilitates minimal downtime for application improvements and superior failover protection

(technical specifications available upon request)

CERTS & ACCREDITATIONS

FedRAMP
Federal Risk Authorization Management Program

NIST National Institute of Standards and Technology
U.S. Department of Commerce

bsi. ISO/IEC 27001 Information Security Management

EXAMPLE CLIENTS

United States™ Census Bureau

U.S. Department of Homeland Security

Department of Defense

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

GRANICUS

PROJECT EXPERIENCE

City of Millbrae, CA

Population: 21,000 Launch: 2016
www.ci.Millbrae.ca.us

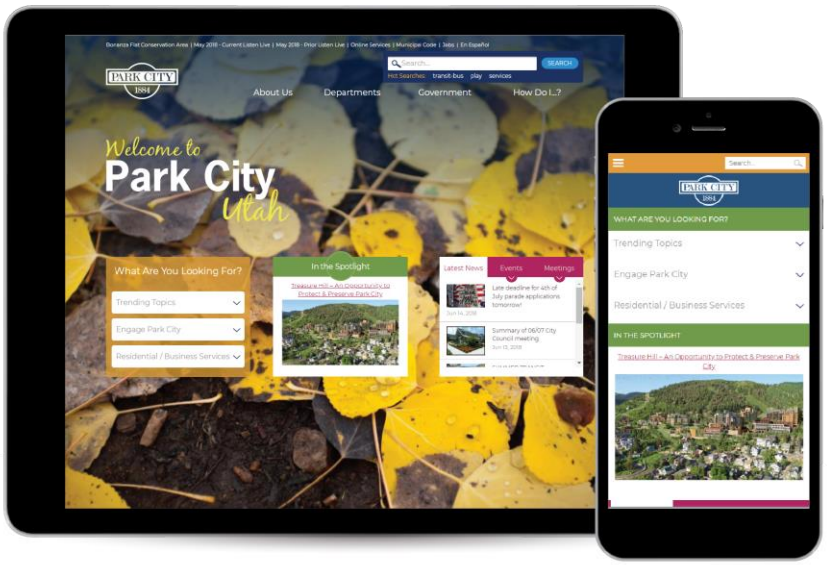
Because of its proximity to San Francisco and Silicon Valley, the **City of Millbrae** is a desirable home for young professionals and families in the area. The city underwent a complete overhaul of its website in order to make it a more interactive source of information to appeal to it's tech-savvy community.

The new site features:

- **Prominent search** allowing users to search for exactly what they are looking for quickly
- **Unique news and event widget** that is prominently featured in the main banner connecting users to topical content quickly
- **A single-screen desktop view** with several navigational paths including popular services, an "I want to..." menu and more

City of Park City, UT

Population: 9,000 Launch: 2015
www.parkcity.org



World-renowned as a skiers' paradise, Olympic venue and home of the Sundance Film Festival, **Park City, UT** boasts many natural and cultural attractions. When considering their redesign, Park City wanted to modernize their design to showcase their community's year-round beauty, while still making it easy to find important information.

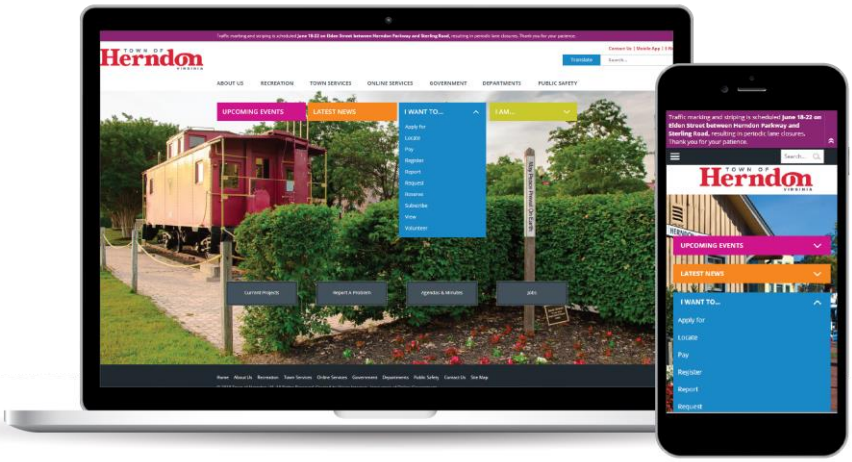
The new site features:

- **A single-screen desktop view** that gives users all the information they need without having to scroll
- **A service finder**, allowing users to access trending topics and popular resident and business services
- **News, Meetings and Events** widget, providing visitors with up-to-date community information

PROJECT EXPERIENCE

Town of Herndon, VA

Population: 23,000 Launch: 2016
www.herndon-va.gov



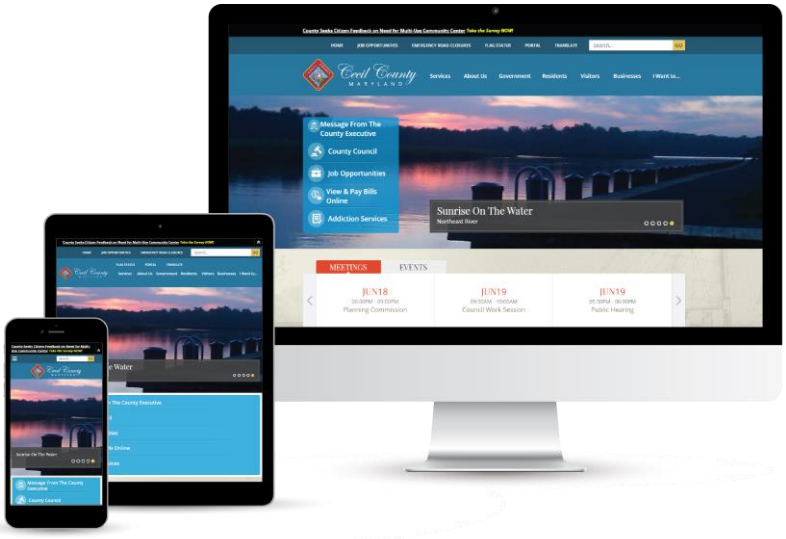
Described as a "Next Generation Small Town" in the DC Metropolitan area, the **Town of Herndon** is home to 23,000 residents. While there were several goals for the website redesign project, ensuring the creation of a design that reflected the community as focused, open and caring was a top priority.

The new site features:

- **Large, colorful navigation menus** that guide visitors to the site's top content
- **Action-oriented menus** (I Want To… and I Am…) help to make key information easy to find
- **Large homepage background** that depicts the community's unique brand

Cecil County, MD

Population: 101,000 Launch: 2016
www.ccgov.org



Cecil County is located on the Upper Chesapeake Bay, midway between Philadelphia and Baltimore, and features charming small towns, parks, antique shops, restaurants and inns. Cecil County's old website was disorganized and didn't show off the area's attractions.

The new site features:

- **Easily to access navigational menus** to popular services and information right on the image collage
- **Meeting and event widget** so residents can easily navigate to the latest city activities
- **Prominent homepage collage**, featuring the county's charming small towns, parks, shops and restaurants

WEBSITE DESIGN + IMPLEMENTATION – PIONEER

- A homepage wireframe from our design library
- Fully responsive design
- Custom Mobile Homepage or Standard Mobile Responsive Homepage
- Video Background or Standard Rotating Image carousel (switchable at any time)
- Website Programming + CMS Implementation
- Migrate up to 50 webpages
- One (1) day of remote Web-based Training (typically used for "Writing for the Web" Training, Accessibility Training, and CMS Training)

KEY CMS FEATURES

- Ongoing software updates (quarterly)
- Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- Mobile management to analyze mobile traffic and customize display on mobile device
- Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- Social media management with ability to schedule + preview posts to multiple social media accounts
- Form and survey builder with ready-to-use templates for the m ost common use cases, conditional logic, payment processing, and legally binding digital signatures
- Flexible search with the ability to define search synonyms, promote page + more
- Universal API + a vast number of commonly used apps integrated out-of-the-box

SUPPORT + MAINTENANCE

- 24/7 support
- Online help, including an extensive library of on-demand training videos
- Hosting infrastruture with 99.9% uptime
- Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- Enterprise grade DDoS migration
- Industry leading data security (advanced threat detection and penetration)

Proposed Investment

All quotes are priced per project and presented in US dollars. Pricing is valid for 180 days from April 10, 2019.

YEAR 1 INVESTMENT

govAccess
Website Design and Implementation – Pioneer

$7,500
Year 1 investment

Website Research, design + development

- A homepage wireframe from our design library
- Custom mobile homepage
- Fully responsive design
- Custom Mobile Homepage or Standard Mobile Responsive Homepage
- Video Background or Standard Rotating Image carousel (switchable at any time)
- Programming/CMS Implementation

Professional Consulting Services + Training

- Migrate up to 50 webpages
- One (1) day of remote Web-based Training

Proposed Investment

All quotes are priced per project and presented in US dollars. Pricing is valid for 180 days from April 10, 2019.

ANNUAL REOCCURING

govAccess
Maintenance, Hosting, & Licensing Fee**

$4,000
Annual reoccurring*

- Ongoing Software Updates
- Unlimited Technical Support (6 am – 10 pm PT, Monday – Friday)
- Training Webinars and On-Demand Video Library
- Best Practice Webinars and Resources
- Annual health check with research-based recommendations for website optimization
- Hosting with 99.9% uptime
- DDoS Mitigation
- Disaster Recovery with 90 min failover (RTO) and 15 min data replication (RPO)
- Data Security

ANNUAL PAYMENT PLAN

1st Year $7,500

2nd Year $4,000

3rd Year $4,200

4th Year $4,410

5th Year $4,630.50

FREE
Guaranteed Redesign***

Optional Payment Options Available: Granicus recognizes you have a budget to work within. To accommodate your preference we offer different payment options, including distributing costs differently over multiple budget years.

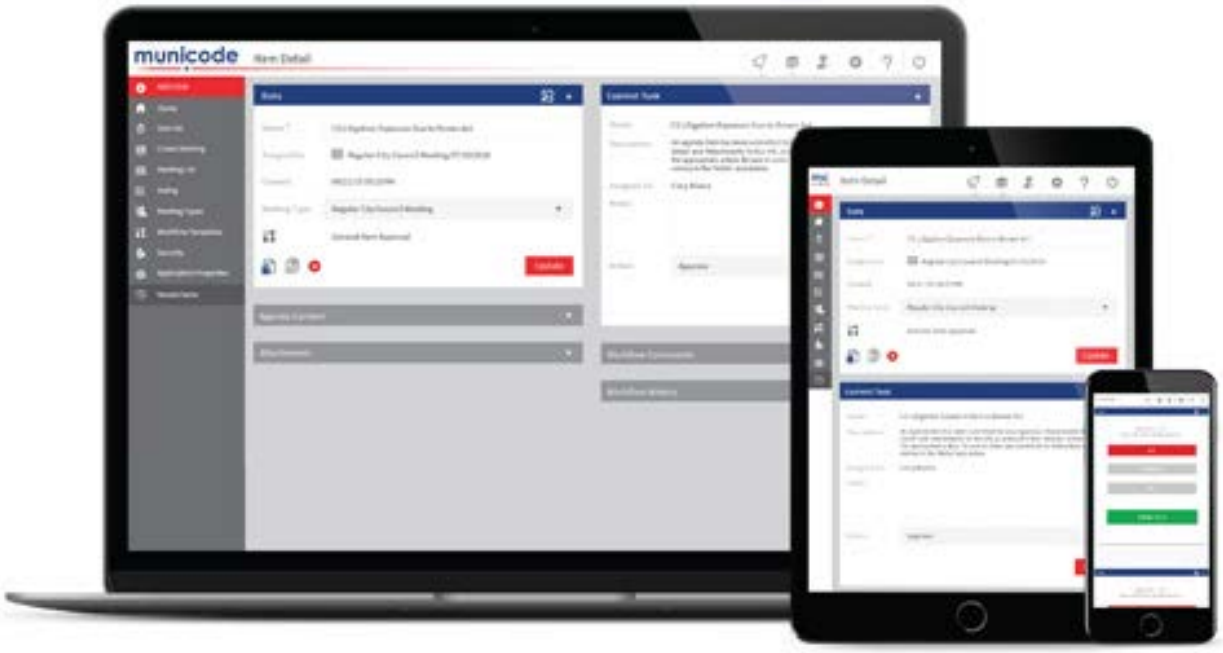
**Payment cycle begins at the start of year two (2) or at the launch date of the new website (whichever comes first) and is based on a standard 5 year contract term.*

***Annual hosting, maintenance and software license are subject to a cumulative annual 5% technology fee beginning in the second year of reoccurring billing.*

****Guaranteed basic redesign after your contract term, no additional out-of-pocket expense.*

MEETING & AGENDA MANAGEMENT

Quote: Loxahatchee, Groves Florida



municode

CONNECTING YOU & YOUR COMMUNITY

Gregg Huggins

PO Box 2235 Tallahassee, FL 32316

850-692-7068 ghuggins@municode.com

INTRODUCTION LETTER

February 14, 2019

Dear Selection Team:

Thank you for the opportunity to present Loxahatchee Groves with our quote for online meeting and agenda management services. Our Municode MEETINGS solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to the meeting management process, our solution is simple and straight-forward, yet robust enough to satisfy the needs of our largest municipalities.

We are also working on an exciting product roadmap to seamlessly integrate Municode MEETINGS with our suite of online municipal solutions. The first of these integrations that is now complete is between our Municode MEETINGS solution and Municode WEB. Meetings created in Municode MEETINGS auto-post to your Municode WEB website calendar. This integration also includes unified search – your meeting agendas and minutes are searchable directly from the website.

We are also building a powerful integration that will enable you to mark ordinance agenda items as 'approved' within Municode MEETINGS and have them auto-scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances.

These are just a few of the innovative integrations and features on our product roadmap.

We are thrilled at the opportunity to partner with Loxahatchee Groves on such an important initiative.

Sincerely,

Brian Gilday

Brian Gilday

President, Municode WEB

MEETING MANAGEMENT FEATURES

Base Features

- Unlimited Meetings
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Approve Items with Approval Workflow
- Create Meeting Minutes
- Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- Self-service video time stamping – you can add timestamps of your meeting agenda items to your YouTube meeting videos
- Voting/Roll Call
- Integration with Municode Web website (meetings/calendar/search integration)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours of webinar refresher training per year

SERVICE AND SUPPORT

Guaranteed Uptime

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

FEES

Annual Subscription — **$3,400 per year**

One-time Project Setup — **no charge**

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Additional Options

☐ "Hands free" YouTube Video time stamping (up to 36 meetings)	$1,800 per year

PAYMENT SCHEDULE

Year 1

• Sign contract		$0
• Configure system – ready for training (annual subscription begins)		$3,400
	Total	$3,400

Years 2-4

• $3,400 per year

Years 5+

• Annual subscription increases in year 5 by five percent. It increases in subsequent years according to the prevailing consumer price index (CPI).

This quote is valid for a period of ninety (90) days.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between the Town of Loxahatchee Groves Florida ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____

Website Graphic Redesign

for Loxahatchee Groves, Florida

Exhibit A

municode
CONNECTING YOU & YOUR COMMUNITY

Website Design
Codification Services
Online Payments

Gregg Huggins

PO Box 2235 Tallahassee, FL 32316
850-692-7068 ghuggins@municode.com

Introduction

January 30, 2019

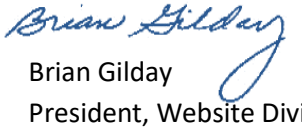
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Dear Selection Team:

Thank you for trusting us to provide website hosting, maintenance and customer support for the Town of Loxahatchee Groves.

Please find our quote attached for a custom graphic redesign of the Loxahatchee Groves website.

Sincerely,



Brian Gilday
President, Website Division

SAMPLE CUSTOM DESIGNS

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. But don't take our word for it, ask our clients.

Fort Walton Beach Florida

https://www.fwb.org/
Population: 19,507

Stephanie Oldnettle, HR Generalist
850-833-9507
soldnettle@fwb.org

Marco Island Florida

https://www.cityofmarcoisland.com/
Population: 16,413

Jordan Turek, CIO, Director of IT
239-205-3434
jturek@cityofmarcoisland.com

Winter Springs Florida

https://www.winterspringsfl.org/
Population: 33,282

Brooke Procell, Marketing Director
407-327-5985
bprocell@winterspringsfl.org

Plant City Florida

https://www.plantcitygov.com/
Population: 34,721

Kent Andrel, IT Director
813-659-4200 x4288
kandrel@plantcitygov.com

PRICING

Website Redesign — $4,000

- Responsive mobile-friendly custom graphic design
- PowerPoint Design concept with up to six revisions
- Full WCAG 2.1 AA Accessibility/ADA testing

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: President, Website Division

Date: 01/30/2019

Accepted by: Town of Loxahatchee Groves, Florida

By: _____

Title: _____

Date: _____

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Town of Loxahatchee Groves, Florida

Open-Graded Emulsified Mix (OGEM)

Transactions Review

Richard E. Hartley, CPA
rickhartleycpa@gmail.com

PURPOSE

The overall purpose of the review was to determine if:

a. OGEM expenditures were recorded appropriately and accurately in accordance with financial requirements;
b. Any operating transfers between bank accounts in relation to the OGEM Project was properly authorized and documented.

SCOPE

The overall scope of the review included the review of spreadsheets prepared by Underwood Consulting and Templeton & Company and supporting documents of the OGEM Project.

PROCEDURES

Various documents were obtained from the Town's staff for review, including:

a. Summary spreadsheet of the OGEM Project (North A Road, North C Road, South C Road, North D Road, and Unit of Development 1)
b. Detail spreadsheets of the OGEM Project (North A Road, North C Road, South C Road, North D Road, and Unit of Development 1)
c. Final Estimated Project Budgets as of December 14, 2011
d. Bank United Project Costs Summary–Town Review – 2018-04
e. Loxahatchee Groves Water Control District OGEM Loan Expense Reimbursements Prior to October 13, 2011
f. $2,600,000 Loxahatchee Groves Water Control District, Special Assessment Promissory Note, Series 2011 Loan Documents
g. Loxahatchee Groves Water Control District Audited Financial Report for the Year Ended September 30, 2017

PROCEDURES (Continued)

The documents and spreadsheets were reviewed, traced to appropriate documentation, and the spreadsheets were checked for mathematical accuracy. The documents were found to be appropriate, except for the following:

a. Summary spreadsheet of the OGEM Project (North A Road, North C Road, South C Road, North D Road, and Unit of Development 1)

There was $15,875 of contractor costs that was not able to be verified by physical support documentation during the review.

b. Loxahatchee Groves Water Control District OGEM Loan Expense Reimbursements Prior to October 13, 2011

There was $181,025.87 wired to the District on December 20, 2011(Date of Loan Closing) for expense reimbursements prior to October 13, 2011. Per review, there was only $145,451.10 that could be verified physically. The remaining $35,574.77 was not able to be verified by physical support documentation during the review. The $181,025.87 was able to be verified electronically through the District's accounting software, which was audited by an independent auditor for the years ended September 30, 2012 through 2017.

RESULTS

There was $51,449.77 from above ($15,875 and $35,574.77) found during the review that could not be verified by any physical support documentation.

RECOMMENDATION

The recommendation is to transfer the $51,449.77 from the District's Operating Bank Account to the District's Resurfacing Bank Account to be used to resurface the OGEM Projects noted above.

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

TO: **Mayor and Councilmembers**

FROM: **James Titcomb, Town Manager**

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

SUBJECT: **Amendment to Munilytics Contract re: Assessment Methodology**

Background:

In February 2018, the Town of Loxahatchee Groves awarded RFP 2017-08 for Road Capital and Maintenance Services Special Assessment Program Study Report to Munilytics at a fixed fee of $27,245. Their report, which was to be presented to Council last June, was put on hold due to the District becoming dependent to the Town with the understanding that the study would be completed later.

Based on recent discussions between staff, Munilytics and the Town Attorney, additional research is needed relative to legal issues underlying Town and District use of assessments to complete the study and issue the report. Accordingly, Munilytics has provided the attached letter to perform these additional services at a cost of $xxx.

Funds for the original contract were to come from the Transportation Fund and the resulting assessment would reimburse the Transportation Fund for the costs incurred for the study. The same approach would apply to the additional services.

Attached are the following documents:

- Letter Proposal dated April 23, 2019
- February 6, 2018 Agenda Item Report
- Resolution No 2018-03
- Approved Munilytics Contract, including proposal document

Chris Wallace with Munilytics will attend the meeting to address any questions.

Recommendations: Staff recommends proceeding with completion of the study, including the proposed additional services.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AMENDMENT FOR ADDITIONAL SERVICES WITH MUNILYTICS FOR SPECIAL ASSESSMENT CONSULTANT SERVICES, AND AUTHORIZING THE EXECUTION THEREOF; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (the "Town") issued Request for Proposal (RFP) No. 2017-08, "Town Road Capital and Maintenance Services Special Assessment Program Study Report" to engage a consultant to review and advise the Town on a special assessment to fund all or apportion of the costs of the Town's improvement, maintenance and construction of public roads and associated drainage within the Town; and,

WHEREAS, on February 6, 2018, the Town Council approved Resolution 2018-03, approving an agreement with Munilytics from Davie, Florida, for special assessment consulting services for a Town road assessment; and,

WHEREAS, as a result of the dependency of the Loxahatchee Groves Water Control District, the Town advised Munilytics to cease work on the project; and;

WHEREAS, the current Town Manager has recently reviewed the status of this project and believes it to be in the best interest of the Town to have Muniltyics re-commence this project, but for the District's special assessment, and to add the optional services of legal services associated with the special assessment; and,

WHEREAS, the Town Manager recommends that the Town Council approve the attached proposal from Munilytics for assessment services, including the optional legal services.

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 approves the re-commencement by Muniltyics of its special assessment review, and approves the proposal for amended and optional services, attached hereto as Exhibit "A" and authorizes the execution thereof

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective immediately upon its passage and adoption.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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 _____ 2019.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Lakisha Burch, Town Clerk

_____
Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

_____
Vice Mayor Dave Demarois

_____
Town Attorney

_____
Council Member Laura Danowski

_____
Council Member Lisa El-Ramey

_____
Council Member Phillis Maniglia

MUNILYTICS

Tuesday, April 23, 2019

Town of Loxahatchee Groves
155 F Road
Loxahatchee, Florida 33470

Subject: Roadway Assessment Methodology Report

Please find attached a proposed amendment to our March 19, 2018, contract with the Town of Loxahatchee Groves for the provision of a roadway assessment methodology report. The amendment provides for additional legal services associated with the engagement and expands the scope of the assessments to include consideration of drainage and possibly other related improvements. The additional services were not contemplated at the time of the original agreement and arose because of the consolidation of the independent Loxahatchee Water Control District with the Town.

Subsequent to our engagement, and after significant work had been undertaken, the state legislature adopted a bill that became law. The legislation allowed for a vote by residents to determine whether or not the district would become a dependent special district of the Town. The voters approved this consolidation. The effect of this law and the subsequent affirmative vote significantly changed the basis of how the Town might levy the assessment for roadway improvements.

On June 26, 2018, the Town notified us to cease work because of the changed circumstances.[1] Subsequently, the Town utilized the methodology previously used by the District. Our last communication with the Town was in late January 2019, when we were informed a new management team would be taking over in the spring. We were recently contacted by the Town for a status of our work. We informed the new Town Manager that the project had not been completed and no report issued because of the cease work instruction we had received. We have never billed the Town for our work from last year, believing that that Town would ultimately wish to pursue a new assessment. We are prepared to assist the Town with updating the assessment roll for the 2020 fiscal year and to assist with development of an improved assessment methodology, but time is of the essence.

Please execute the attached amendment and we will begin work on the assessment. Should you need further information, please feel free to contact us.

Cordially,

Christopher Wallace
President

[1] "Please accept this as notice the current project for the road assessment is no longer needed for the Town. The LGWCD became dependent district of the Town this morning and it is the current intent of the Council and Board to use the district's assessment ability to achieve some needed funding. We will be in touch soon with regard to additional work for assessments. Please hold future work until further notification.", email from then Town Manager William F. Underwood, II.

7320 Griffin Road, Suite 102, Fort Lauderdale,Florida 33314-4105
954.903.0712 Office and Fax
www.munilytics.biz

Munilytics Amendment #1 To Professional Services Agreement For Road Capital and Maintenance Services Assessment Program Study and Report, Dated March 29, 2018, With The Town of Loxahatchee Groves, Florida

The following terms and conditions to the original agreement are to be amended as follows:

The agreement shall be amended to now include drainage assessments as part of the methodology and report and the base fee will increase $3,000.00 to $30,245.00.

The agreement shall also be amended to include the additional legal work to be provided by Susan Schoettle-Gumm, PLLC, as detailed in her attached proposal to Munilytics of April 23, 2019.

The dates the report and work is due should also be updated in the amended agreement.

We must make clear we are at the mercy of receiving information from the Palm Beach County Property Appraiser's Office and of their deadlines and requirements. We are further constrained by the meeting dates available to us by the Town. We will make every effort to accommodate these schedules and constraints and will immediately inform the Town if a problem or concern arises. The Town will also put forward its best efforts in cooperation and coordination of decisions and activities only it controls.

SUSAN SCHOETTLE-GUMM, PLLC
ATTORNEY-AT-LAW

April 23, 2019

VIA EMAIL

Chris Wallace
Munilytics

RE: Scope of Additional Legal Services and Cost Proposal for Town of Loxahatchee Groves Road/Drainage Assessments

Dear Chris:

Attached please find a proposed scope of services and cost proposal for additional legal services for the Town of Loxahatchee Groves Assessments related to road and drainage improvements and on-going improvements/maintenance. The Town has previously engaged Munilytics, with my firm as legal subconsultant to Munilytics, to work on an assessment program for road improvements and upkeep. The Town has since consolidated a previously independent special district into a dependent district to the Town and has assumed all responsibilities (either as the Town or as the dependent district) for the roads, canals and drainage within the Town. With the changes in responsibility have come community concerns regarding allocation of costs related to the roads and drainage.

The Town has asked for additional services related to the development of an improved allocation methodology for costs related to the road/drainage system and drafting of an ordinance and related resolutions for adoption and imposition of such assessments. The timing to accomplish this task for the upcoming FY2019-20 TRIM notice, deadlines for submittal of data to ISS, and property tax bill cycle is extremely tight. If the Palm Beach County Property Appraiser's Office can accommodate changes to the existing Town/District assessment, a possible schedule for adoption of a revised assessment methodology would require:

- May/early June: Development of a proposed assessment methodology for road and drainage improvements/upkeep,
- July 2, 2019: Presentation of an Assessment Ordinance for First Reading and the proposed assessment methodology to Town Council,
- July 16, 17, 18 or 19, 2019: Special Council Meeting with a Public Hearing to adopt the Ordinance, approval of an Initial/Preliminary Assessment Resolution adopting proposed assessment rates (not a public hearing) for inclusion in TRIM,
- July 25, 2019: Submittal of preliminary assessment roll to ISS for the TRIM,
- August 19, 2019: Property Appraiser mails TRIM and Town publishes notice,
- Sept. 9, 2019: Public Hearing and adoption of final assessment roll and final resolution (at least 20 days after mailing of TRIM),
- Sept. 12, 2019: Submittal of final roll data to ISS,
- No later than Sept. 15, 2019: Submit certification of roll to Tax Collector.

As this schedule shows, it may (depending on the Palm Beach County Property Appraiser's ability to accommodate changes to the Town's assessments) be possible to adopt a revised assessment methodology. However, the time available for Council and the community to consider the proposed methodology would be very short – two to three weeks – with little ability to revise the methodology and assessments during the review process and still meet the schedule for inclusion on the TRIM notice. If Council determines the need for changes to the proposed new methodology after submittal of data for the TRIM, the Town would likely have to do its own mailing of a revised notice and possibly bill and collect the assessment off the tax roll for FY 2019-20. There is just no room in the calendar to make any significant changes to the assessments after adoption of the preliminary roll in the third week of July.

A better approach may be for the Town to continue with its prior assessment structure for the upcoming TRIM and property tax bill process. This would allow the Town to maintain the needed revenue based on continuation of its prior actions, provide time for development and consideration of a proposed new methodology, and allow for adoption of the methodology and assessments without the time pressure of the statutory deadlines in 2019. Although a revised methodology could be developed and adopted for the upcoming TRIM and tax bill, my recommendation would be for the Town to allow more time for consideration of a proposed methodology and for adjustments to the methodology as needed. We will need direction from the Town Council and Manager on the Town's desired schedule no later than May 8, 2019 or it will not be possible to attempt an update for the upcoming TRIM and tax bills.

I look forward to working with you to assist the Town in updating and improving its assessment program. Should you have any questions or concerns, please do not hesitate to contact me for additional information. If the attached proposed services are acceptable, please indicate by executing as shown below.

Sincerely,

/SPS/
Susan P. Schoettle-Gumm, Esq.

Accepted:

_____ for Munilytics, Inc. Date: _____

Print name: _____

Accepted:

_____ for Town of Loxahatchee Groves, Florida

Print name: _____ Date: _____

Town of Loxahatchee Groves, Florida

Proposed Additional Legal Services – Road/Drainage Assessments

(If Town proceeds with methodology update for upcoming 2019 tax bill process, then Tasks as presented below will proceed concurrently due to the very tight statutory schedule.)

Proposed Scope of Legal Services

TASK	DESCRIPTION	COST
1.1	Participate in meetings/conference calls with Town and Munilytics regarding issues related to the assessment methodology development, engineering plans and budgetary needs. This Task is on-going through the project and is in addition to services provided under the existing contract. (One on-site meeting included)	3.0 Hrs
1.2	Review of existing assessment and district legal documents and codification.	4.0 Hrs
1.3	Review and comment on draft assessment methodology and assist in presenting proposed methodology to Town Council regarding legal issues. (One on-site presentation included)	6.0 Hrs
	SUBTOTAL TASK 1	**$2,535**
2.1	After direction from Town based on the proposed methodology, review and evaluate needed modifications to methodology and structure in relation to legal issues.	2.0 Hrs
2.2	Draft and, after review and comment by Town, finalize Ordinance.	4.0 Hrs
2.3	Draft Initial/Preliminary Rate Resolution incorporating assessment methodology and revise as needed based on Town review. (One on-site public hearing/meeting included)	12.0 Hrs
2.4	Draft ad for proposed assessments and review to insure schedule complies with statutory requirements. Advise and assist with fulfilling legal requirements for adoption and certification of assessment roll in accordance with Sec. 197.3632, F.S. (Assumes Town will use TRIM for mailed notices. Town is responsible for all costs of advertising and mailing notice of proposed assessments.)	2.0 Hrs
2.5	Draft and finalize Final Assessment Resolution with adopted assessment rates and any modifications to assessment methodology as presented in the preliminary assessment resolution. Revise, if needed, based on changes adopted at public hearing. (One on-site public hearing/meeting included)	8.0 Hrs
	SUBTOTAL TASK 2	**$5,460**
	TOTAL COST	**$7,995**

NOTE: This proposed Scope of Services includes my attendance in person at up to four (4) on-site meetings/public hearings. (No on-site meetings were included in scope of services for existing technical work.) I will be glad to attend any additional meetings or hearings ($1,500 per meeting day) as requested by the Town.

The proposed Scope of Services does not include any legal work related to the existing debt assessments from the District other than how prior practices may affect the proposed new methodology. If additional legal services are needed, I will be glad to provide a cost estimate based on the Town's request for such additional services.

SUSAN SCHOETTLE-GUMM, PLLC
18099 DEER PRAIRIE DRIVE, SARASOTA, FLORIDA 34240 PHONE 941♦320♦3054

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 7a

MEETING DATE: 02/06/2018

PREPARED BY: William F. Underwood, II

SUBJECT: Award of RFP 2017-08 for Road Assessment Services

1.BACKGROUND/HISTORY

Problem Statement: The Town Council needs funding for road improvements and maintenance.

Problem Solution: The Town Council awards the request for proposal for Town Road Capital And Maintenance Services Special Assessment Program Study Report.

Beginning at the October 26, 2017, Special Town Council meeting, the Council and staff have been working toward a solution to make road improvements and maintenance. Discussion of this matter continued to the November 7, 2017, Town Council meeting as staff received instruction to prepare an RFP soliciting road assessment consulting services.

2.CURRENT ACTIVITY

This office prepared and issued an RFP for Town Road Capital And Maintenance Services Special Assessment Program Study Report. Responses were due by 2:00 P. M., January 30, 2018.

The Town received two responses from the following firms (in alphabetical order):

1. Government Services Group, Inc.
2. Munilytics, Inc.

Both firms have separate strengths and weaknesses. Attached are the evaluations independently performed by the Town Manager and Town Clerk that you can review. One of five criteria is price. Government Services Group price range began at $35,200 and could rise to $50,200. Munilytics price is set at $27,245. We have included the responses for your use in determining the firm you wish to engage.

3.ATTACHMENTS

Government Services Group, Inc.
Munilytics
Evaluation Underwood
Evaluation Walton
Resolution No. 2018-03

4.FINANCIAL IMPACT

All costs will be charged to the Transportation Fund and the road assessment will reimburse the transportation fund for costs incurred.

5.RECOMMENDED ACTION

Motion to approve Resolution No. 2018-03.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2018-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AWARDING REQUEST FOR PROPOSAL NUMBER 2017-08 "TOWN ROAD CAPITAL AND MAINTENANCE SERVICES SPECIAL ASSESSMENT PROGRAM STUDY REPORT"; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT CONSISTENT WITH THIS AWARD IN A FORM ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY; AUTHORIZING FUNDING FOR THE SERVICES THROUGH THE TRANSPORTATION FUND; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (the "Town") issued Request for Proposal (RFP) No. 2017-08, "Town Road Capital and Maintenance Services Special Assessment Program Study Report" to engage a consultant to review and advise the Town on a special assessment to fund all or apportion of the costs of the Town's improvement, maintenance and construction of public roads and associated drainage within the Town; and,

WHEREAS, the Town received responses from Government Services Group, Inc. from Tallahassee, Florida and Munilytics from Davie, Florida; and,

WHEREAS, the Town Manager has evaluated the Responses to confirm whether the Responders were qualified and responsive to the Town's request; and,

WHEREAS, the Town Council finds it in the best interest of the Town to award the RFP as described hereinafter and to authorize the Mayor to execute an Agreement on behalf of the Town which is acceptable to the Town Manager and Town Attorney.

WHEREAS, the funds for the work to be performed pursuant to the Agreement has been budgeted in the Transportation Fund.

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 awards Request for Proposal No. 2017-08, "Town Road Capital and Maintenance Services Special Assessment Program Study Report" to __MUNILYTICS__;

Section 3. The Town Council authorizes the Mayor to execute Agreements with the contractor consistent with the award described herein, subject to the Agreements being acceptable to the Town Manager and Town Attorney.

Section 4. The Town Council authorizes funding for the work to be performed by the contractors pursuant to the Agreements from the Transportation Fund.

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

Section 6. 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 7. This Resolution shall become effective immediately upon its passage and adoption.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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
DAVID BROWNING, MAYOR	□	□	□
RON JARRIEL, VICE MAYOR	□	□	□
RYAN LIANG, COUNCIL MEMBER	□	□	□
TODD MCLENDON, COUNCIL MEMBER	□	□	□
DAVE DEMAROIS, COUNCIL MEMBER	□	□	□

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF FEBRUARY 2018.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Virginia Walton, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

_____
Mayor David Browning

_____
Vice Mayor Ron Jarriel

_____
Council Member Ryan Liang

_____
Council Member Todd McLendon

_____
Council Member Dave DeMarois

PROFESSIONAL SERVICES CONTRACT

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES CONTRACT is made and entered into this 19 day of MARCH, 2018, by and between the TOWN OF LOXAHATCHEE GROVES, a Florida Municipal Corporation, hereinafter referred to as "TOWN," and MUNILYTICS, INC., hereinafter referred to as "CONTRACTOR."

WHEREAS, the Town issued Request for Proposal 2017-08 for services related to Road Capital and Maintenance Services Assessment Program Study and Report, a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, CONTRACTOR provided a Response to the Request for Proposals 2017-08, a copy of which is attached hereto as Exhibit "B", and the Town Manager has determined that CONTRACTOR is qualified to provide the services; and,

WHEREAS, the Town Council awarded the proposal to CONTRACTOR at its February 6, 2018, meeting.

IN CONSIDERATION of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promises and covenanted as follows:

SECTION 1 PREAMBLE

1.1 TOWN does hereby agree to contract with CONTRACTOR, and CONTRACTOR agrees to provide independent contractor services to the TOWN for Road Capital and Maintenance Services Assessment Program Study and Report in accordance with the terms and conditions and provisions of this Contract, including Exhibits "A" and "B", the terms of which are incorporated herein and made a part hereof. Any dispute between the terms of this Contract and the Exhibits shall be resolved in the following order of priority: Contract, then Exhibit A, then Exhibit B.

1.2 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Contract with CONTRACTOR, that CONTRACTOR, and all persons providing services on behalf of CONTRACTOR to the TOWN pursuant to this Contract has the professional expertise, appropriate certifications and licenses, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Contract.

1.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder.

SECTION 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary for providing a Road Capital and Maintenance Services Assessment Study and Report, pursuant to the terms of the Request for Proposals and its Response thereto, for a legally supportable

methodology for Road Capital and Maintenance Services special assessments within the Town ("Services").

2.1.1 CONTRACTOR shall provide the Services in a professional manner. CONTRACTOR agrees to follow the policies and directives of the TOWN's Manager but in the absence thereof, CONTRACTOR shall exercise its reasonable judgment in discharging its duties hereunder.

2.1.3 CONTRACTOR shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Palm Beach County and the charter, ordinances and other regulations of the Town of Loxahatchee Groves as may now exist or as may hereafter be adopted. CONTRACTOR, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Palm Beach County, and the Town of Loxahatchee Groves, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against CONTRACTOR's provision of goods and services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the TOWN's Manager upon request.

2.2 CONTRACTOR shall furnish such services described in Exhibits "A" and "B", attached hereto and incorporated herein.

2.3 The Town's Manager will be the primary point-of-contact between the TOWN and CONTRACTOR. For the purpose of this CONTRACT, the CONTRACTOR reports to the Town Manager, and can rely on direction received from the Town Manager.

SECTION 3 CONTRACT PERIOD

The term of this Contract shall commence upon execution by both parties. All work shall be completed pursuant to the schedule agreed upon by the Town Manager and CONTRACTOR in order to enable the Town to place the assessment on the November, 2018, Property Tax Bill using the statutory Uniform Method for the Levy and Collection of Non-Ad Valorem Special Assessments. This term is subject to the early termination provision as set forth herein in Section 10. The term of this Contract may be extended at any time by mutual consent of the Parties, the terms of such extension being reduced to writing and executed by all parties hereto.

SECTION 4 CONTRACT PRICE

4.1. The Services shall be provided for a price not to exceed $27,245.00 consistent with the "Price Schedule" within CONTRACTOR'S proposal attached hereto as Exhibit "B". CONTRACTOR shall submit invoices no more frequently than once a month. Payment shall be made by the TOWN no later than thirty (30) days after receipt of invoice by Town from CONTRACTOR..

SECTION 5 CONTRACTOR'S INDEMNIFICATION

5.1 CONTRACTOR shall, at all times hereafter, indemnity and hold harmless TOWN, its agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorney fees) arising out of negligent act, error or omission of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement. Nothing in this Agreement shall be construed to affect in any way TOWN'S rights, privileges and immunities as set forth in Florida Statutes 768.28.

SECTION 6 INSURANCE

CONTRACTOR shall provide and maintain in force at all times during the Contract with the Town such insurance that will assure to the Town the protection contained in the foregoing indemnification undertaken by the Contractor, including the following:

a. Workers' Compensation Statutory limits.

b. Commercial General Liability Insurance with limits of no less than $1,000,000.00, and $2,000,000.00 excess umbrella liability, including TOWN as an additional insured.

SECTION 7 WARRANTIES AND ATTORNEY'S FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of industry standards for special assessment studies and reports. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels.

SECTION 8 INDEPENDENT CONTRACTOR

This Contract does not create an employee/employer relationship between the TOWN and CONTRACTOR or anyone performing services on behalf of CONTRACTOR pursuant to this Contract. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Contract and not the Town's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR'S activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with Town, State, or United States policies, rules or regulations relating to the use of CONTRACTOR'S funds provided for herein. The

CONTRACTOR agrees that it is a separate and independent enterprise from the Town, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 9 MISCELLANEOUS

a. Law Governing: This Contract shall be governed by and construed in accordance with the Laws of the State of Florida.

b. Venue for litigation concerning this Contract shall be in Palm Beach County, Florida.

c. Severability: If any portions of this Contract shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Contract shall be construed and enforced as if such provisions had not been included.

d. In accordance with the Public Records Law, CONTRACTOR agrees to permit TOWN to examine all records and grants TOWN the right to audit any books, documents and papers that were generated during the course of administration of this Contract. CONTRACTOR shall maintain the records, books, documents and papers associated with this Contract in accordance with the Public Records Act. Upon TOWN'S request, CONTRACTOR shall provide TOWN with copies of all public records related to this Contract at no cost to TOWN.

e. This Contract may not be assigned without the prior written approval of the TOWN.

f. CONTRACTOR agrees not to discriminate against any of its or the TOWN' s employees under this Agreement because of race, color, religion, sex, age. national origin or disability.

g. Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, CONTRACTOR certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

SECTION 10 TERMINATION

10.1 The Contract is effective upon execution by both parties.

10.2 This Contract is terminable, in total or in part, without cause or penalty, by either TOWN or CONTRACTOR at any time on thirty (30) days written notice to the other party. In addition, the parties may terminate this Contract at any time and on any agreed basis by mutual consent of all

parties, the same reduced to writing and properly executed by all parties hereto.

10.3 In the event of termination, the TOWN'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Upon such termination, the TOWN may, without penalty or other obligation to the CONTRACTOR, elect to employ or contract with other persons or entities to perform the same or similar services.

SECTION 11 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For TOWN:
Town of Loxahatchee Groves
Attention: Loxahatchee Groves Town Manager
155 F. Road
Loxahatchee Groves, Florida 33470
Telephone: (561) 793-2418

For CONTRACTOR:
Munilytics, Inc.
Christopher Wallace
7320 Griffin Road, Suite 102
Davie, FL 33314
(954) 903-0712

SECTION 12 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

12.1 During the performance of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

SECTION 13 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Contract, the TOWN may declare the CONTRACTOR in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30)

calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served.

Section 14. PUBLIC RECORDS

The Town is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1 Keep and maintain public records required by the TOWN to perform the service;

14.2 Upon request from the TOWN's custodian of public records, 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, Fla. Stat., or as otherwise provided by law;

14.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the TOWN; and

14.4 Upon completion of the contract, CONTRACTOR shall transfer to the TOWN, at no cost to the TOWN, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

14.5 If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

14.6 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the TOWN shall enforce the Default in accordance with the provisions set forth in Section 10.

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

TOWN CLERK
155 F ROAD
LOXAHATCHEE GROVES, FL 33470
(561) 793-2418
vwalton@loxahatcheegrovesfl.gov

Section 14. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from CONTRACTOR and, any, if applicable, subcontractors and lower tier subcontractors. understands and agrees that in addition to all other remedies and consequences provided by law, failure of CONTRACTOR or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. CONTRACTOR shall be responsible for all costs incurred by it as a result of any review involving it by the Inspector General; and, in the event of an adverse determination caused by CONTRACTOR, or if applicable, subcontractors and lower tier subcontractors. CONTRACTOR shall be responsible for the TOWN'S costs of such Inspector General review.

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ACCEPTANCE OF AGREEMENT

This Contract sets forth the entire Contract between the parties hereto. Any prior conversations or writing are merged herein and extinguished. No subsequent amendment to this Contract shall be binding upon any of the parties hereto unless reduced to writing and properly signed and executed.

Execution of this CONTRACT by both parties signifies agreement with all the terms and conditions.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN OF LOXAHATCHEE GROVES

DATED: 3/19, 2018 BY: David Browning

ATTEST:
Virginia M Walton
Virginia Walton, Town Clerk

APPROVED AS TO FORM:

Michael D. Cirullo, Jr., Town Attorney

CONTRACTOR

DATED: 3/12, 2018 BY:

Christopher Wallace, President
Printed Name and Title

WITNESSES:

Signature
Damita R. Salters
Printed Name

Signature
Gina Boudreau
Printed Name

ATTEST:

Munilytics, Inc.

STATE OF FLORIDA
COUNTY OF Broward

The foregoing Independent Contractor Professional Services Contract has been SWORN TO and subscribed before me by Wayne Christopher Wallace in their capacity as President of MUNILYTICS, INC., this 12 day of March, 2018.

Elsa Aguilar
NOTARY PUBLIC

____ Personally Known OR
_X_ Produced Identification

FL DL W420883591640
Type of Identification Produced

EXHIBIT A

REQUEST FOR PROPOSALS RFP 2017-08

REQUEST FOR PROPOSAL

TOWN ROAD CAPITAL AND MAINTENANCE SERVICES SPECIAL ASSESSMENT PROGRAM STUDY REPORT

The Town of Loxahatchee Groves is soliciting proposals from qualified entities for review and study of Town Road Capital and Maintenance Services special assessments on real property within the Town. Currently, the Town is comprised of 1,572 parcels or approximately 8,000 acres. The Town provides limited road maintenance services to all 57.893 miles or roads that comprise the Town's Road System. Since 2008, the Town has funded limited road capital and maintenance services through the use of State Shared Revenues received through the First Local Option Gas Tax, and the Second Local Option Gas Tax.

In order to provide for increased services as requested by the residents, the Town is looking for an equitable sharing of a baseline expense for all parcels.

The Town is interested in reviewing legally defensible alternatives for the implementation of this new special assessment, with a goal of recovering costs allocable to such properties and to create a rate structure associated with providing increased Town road capital and maintenance services for all parcels within the Town.

The scope of services to be performed includes reviewing services to be provided by the Town, and proposing a legally defensible methodology to collect special assessments from all properties within the Town. The Town requires a preliminary report on the feasibility of a methodology and a description of the methodology no later than January 30, 2018.

Should the Town Council direct Town Management to proceed with further review and to develop the methodology and rate structure and provide a final report, a schedule for implementation of such shall be agreed upon at that time. The Town will require a written Final Report providing findings to support the methodology, as well as describing the proposed methodology and setting forth proposed assessment rates.

Qualified responders will be expected to have provided similar work for local governments in Florida in the past five (5) years, and demonstrate knowledge of legal criteria for valid special assessments. A Response to this proposal shall include identifying the persons that will be responsible for the work, a description of the tasks that will be completed by the proposer, references, a proposed fee structure for the work, and a proposed engagement letter or agreement outlining other terms the proposer is requesting in order to be retained by the Town to complete the work.

The Town Manager or a selection committee may review the responses and recommend an award to the Town Council using the criteria included in the RFP (See Item 16 entitled "Evaluation Criteria").

ALL RESPONSES ARE DUE NO LATER 2:00 PM, JANUARY 30, 2018 AT THE OFFICE OF THE TOWN CLERK, 155 F ROAD, LOXAHATCHEE GROVES, FLORIDA 33470. ALL RESPONSES WILL BE PUBLICLY OPENED AT THAT TIME AND PLACE.

All Proposal Forms must be executed and submitted in sealed envelopes as instructed in the General Terms and Conditions. One (1) electronic (DVD) copy and Five (5) copies of your Proposal and Forms must be returned to the Town or your Proposal may be disqualified. The face of the main sealed envelope shall contain proposer's name and return address, RPB Number, Proposal Title, RFP opening date and time:

RFP No. 2017-08
RFP Title: Road Capital and Maintenance Services Assessment Program Study and Report
RFP Opening Date: January 30, 2018

Proposals not submitted on the enclosed proposal forms shall be rejected. ANY DISPUTE OVER THE TIMELINESS OF A RESPONSE SHALL BE RESOLVED AGAINST THE PROPOSER.

RFP DEADLINE:
RFP'S are due in Town Hall Offices, 155 F Road, Loxahatchee Groves, FL 33470, on the date and at the time specified in the RFP. The DEADLINE FOR SUBMISSION must be and shall be scrupulously observed. It is the Proposer's sole responsibility to assure that its Proposal is complete and delivered at the proper time and place of the RFP deadline. Proposal's which for any reason are not so delivered will not be considered. Such Proposal's will be returned unopened. Offers by facsimile, telephone, or electronic means are not acceptable. A Proposal may not be altered by the proposer after the deadline.

1. ADDITIONAL INFORMATION:
All questions relating to this solicitation shall be submitted via email to **Virginia Walton, Town Clerk** at **vwalton@loxahatcheegrovesfl.gov.** For a question to be considered, the subject line of the e-mail must state the following: "**Road Capital and Maintenance Services Special Assessment RFP 2017- ".** Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number.

1.6 CONE OF SILENCE

Bidders are advised that a Cone of Silence that prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between Bidders or any person representing the Bidders and any member of the Town Council, their staff, any employee authorized to act on behalf of the TOWN to award the contract under this Bid, or any member of the selection committee authorized to evaluate the Bids is in effect.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-Bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Town Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between Town staff and intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and Town staff or any written correspondence at any time with Town staff, Town Council members, or selection committee members, unless specifically

prohibited by the applicable competitive solicitation process.

The Town Council by means of action taken at any properly noticed Town Council meeting may invoke the cone of silence earlier than the time specified in this section for any procurement. Any violation of this condition will result in rejection and/or disqualification of the Respondent.

This "No-Lobbying Provision" is in effect from the date of publication or the RFP, December 15, 2017, and shall terminate at the time the Town Council selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER (INSERT DATE & TIME). ONLY QUESTIONS RELATED TO THE ANSWERS PROVIDED IN ADDENDUM WILL BE ADDRESSED IN, IF NECESSARY.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Proposers are cautioned that any written, electronic, or oral representations made by any Town representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Town Manager.

2. Road Capital and Maintenance Services Assessment RFP 2017-08 :

RFP Issuance	December 15, 2017
Deadline for submission of questions	January 9, 2018, 2:00 PM
Addendum Issuance, (if applicable)	January 15, 2018
Proposals Due	January 30, 2018, 2:00 PM
Town Council Contract Award	February 6, 2018, 700 PM (Tentative)
Commencement of Work	TBD

3. INFORMALITIES:
The Town of Loxahatchee Groves reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a proposal insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods, services and/or construction being procured. If insufficient information is submitted for the Town to properly evaluate the proposal by a offeror, The Town of Loxahatchee Groves reserves the right to require such additional information as it may deem necessary after the proposal opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

4. AUTHORITY TO TRANSACT BUSINESS:
Any offeror organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Town of Loxahatchee Groves as a domestic or foreign business entity. Any offeror that is not required to be authorized to transact business in the Town shall include in its proposal a statement describing why the offeror is not required to be so authorized. The Town may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in Florida. Failure of a prospective and/or successful offeror to provide such documentation shall be grounds for rejection of the proposal or cancellation of the award.

5. PROPOSAL WITHDRAWAL PRIOR TO PROPOSAL OPENING:
No proposal may be withdrawn after it is filed with the Town Clerk unless the offeror makes a request in writing to the Town of Loxahatchee Groves prior to the time set for the opening of Proposals.

6. WITHDRAWAL OF PROPOSAL FROM CONSIDERATION AFTER PROPOSAL OPENING:
After the opening of a proposal, a offeror may withdraw its proposal from consideration if the price of the proposal is substantially lower than other Proposals due solely to a mistake therein, provided the proposal is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. No partial withdrawals of Proposals will be permitted after the time and date set for proposal opening. The offeror must give notice in writing to the Town of Loxahatchee Groves of a claim of right to withdraw a proposal and provide all original work papers, documents and other materials used in the preparation of the proposal sought to be withdrawn, within two (2) business days after the date of proposal opening. A proposal may also be withdrawn if The Town fails to award or issue a notice of intent to award the proposal within ninety (90) days after the date fixed for opening Proposals.

7. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION:
Multiple Proposals received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one (1) proposal for a solicitation both as an offeror and as a subcontractor for another offeror will result in rejection of all Proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Proposers submitting a proposal for the work. Any or all Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Proposers rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

8. CONTRACT AWARD IN THE BEST INTEREST OF THE TOWN:
The Town of Loxahatchee Groves reserves the right to accept or reject all proposals, waive informalities or irregularities therein and to contract as the best interest of the Town may require in order to obtain the firms that best meet the needs of the Town, as expressed in this RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to the Town. The Town reserves the right to negotiate the modification of terms and conditions with the offeror offering the best value to the Town in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

9. NOTICE OF DECISION TO AWARD:
When the Town has made a decision to award a contract, an e-mail with a Notice of Decision to Award will be sent to all offerors, using the email address provided in the Proposal Form.

10. INSURANCE REQUIREMENTS:
Review this section carefully with your insurance agent or broker prior to submitting a proposal or proposal. See the Insurance Checklist (part of the Proposal or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the Town and the Contractor.
Prior to award of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the Town Buyer evidence indicating that the Contractor has in force the coverage and endorsements

(collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the State of Florida, with an A.M. Best rating of "A-VII", and as acceptable to the Town. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below is adequate to protect its interest. The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

a. **Workers Compensation** - Florida Statutory Workers Compensation (W/C) coverage including Florida benefits and employers liability with limits of $100,000/100,000/500,000.

b. **Commercial General Liability** - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations. General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

1. General aggregate limit is to apply per project;
2. Premises/Operations;
3. Actions of Independent Contractors;
4. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
5. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract. The general aggregate limit shall apply to this Contract;

c. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;

11. Business Automobile Liability - $300,000 Combined Single Limit (Owned, non-owned and hired).

12. Project Approach and Understanding

a. Offerors shall detail their understanding of the scope of this RFP and technical requirements and the proposed approach to fulfil the requirements of this RFP.

13. Credentials of the Proposed Project Team

a. A list of key personnel proposed to be assigned to perform Work under the Contract, including direct supervisors and key technical personnel, account manager(s) and staff;
b. Individual resumes with office locations for the assigned staff and identification of role in the requested scope of work, including subcontractors.
c. The name of the proposed contract administrator and a description of his or her experience with similar contracts, including contracts with public sector organizations;
d. The name of the individual who will be responsible for customer service and problem resolution for the Offeror and a description of his or her relevant experience; and
e. The key personnel named in an Offeror's Proposal shall remain on the Contract throughout the term of the Contract. No diversion or replacement may be made without the prior approval by the Town Manager.

14. Proposed Project Schedule

The Town expects to conduct the Project over a period of no longer than four (4) months. Offeror shall submit a proposed schedule to complete the entire project within this time period. The project schedule shall address the proposed scope of work and include an approximate timeline for completing each of the individual tasks and deliverables for that task as described in the scope of work. Demonstrate project team's capability of timely response and ability to meet milestones.

15. Price

A detailed fee proposal should be submitted in the following format. The fee proposal shall be submitted in a separate sealed envelope from your submitted proposal package.

a) Outline of individual tasks in the scope of work
b) Hourly rates and the number of hours by task assigned to individual members of the team
c) Work assigned to subcontractors
d) List of direct expenses (i.e. duplication, printing, express mail, etc.) has to be specific

16. Evaluation Criteria:

a) Experience- 15%
b) Project Approach- 15%
c) Credentials- 10%
d) Schedule- 20%
e) Price- 40%

17. Compliance with Contractual Terms and Conditions -

Provide a definitive statement of intent to comply with Contract Terms and Conditions as defined in this RFP. If proposed Terms and Conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or Town regulations may be grounds for disqualification of the proposal.

Offerors taking exception to the Contract terms and conditions or intending to propose additional or alternative language must:

a. Identify with specificity the Town terms and conditions to which they take exception or seek to amend or replace; and

b. Include and additional or different language with their proposal.

18. Acknowledgment of Insurance Requirements

a) The Offeror, by signing and including the Town Checklist Form in its Proposal, acknowledges that it has read and understands the insurance requirements for the RFP.

b) The Offeror must submit evidence of required insurance coverage in the response to this request.

19. (W-9) Request for Taxpayer Identification Number and Certification Form

20. Signed and notarized forms included in this request.

PROPOSAL FORM

THE FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

SUBMITTED BY:
(Legal Name Of Entity)

FORMER NAMES:
(Insert all other names that this entity has been known by in the past 5 years)

AGE OF THE ENTITY:
(How many Years this entity has been in business under the current name?)

PRINCIPAL PLACE OF BUSINESS:

FAX NO.

TELEPHONE NO.

CORPORATE WEBSITE

DUNS NUMBER:

FORM OF OWNERSHIP:
_____CORPORATION; _____GENERAL PARTNERSHIP; _____UNINCORPORATED ASSOCIATION;
_____LIMITED LIABILITY COMPANY; _____LIMITED PARTNERSHIP; _____SOLE PROPRIETORSHIP

WHERE THE ENTITY WAS FORMED:

(INSERT NAME OF STATE)

CONFLICT OF INTEREST STATEMENT:

I, the person whose name is subscribed below, am a duly authorized representative and agent of the entity submitting this proposal in response to its Solid Waste Assessment RFP 2017-03. On behalf of the Offeror: Certify that neither the Offeror nor any affiliated firm, parent entity or subsidiary, has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Town of Loxahatchee Groves, as a result of this solicitation.

Affirm that if the Offeror awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the Town, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the Town as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

FIRM'S NAME:

SIGNED BY: _____ DATE:_____

NOTARY STATEMENT

TOWN OF LOXAHATCHEE GROVES / STATE OF _____)

CITY/COUNTY OF _____) to wit:

I, the undersigned Notary Public in and for the State and County of aforesaid, hereby certify that on

_____, 201_, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed above, appeared before me as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

_____
(Seal)

Notary registration number: _____

My commission expires: _____

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal form this day of _____, 2018.

By: _____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Printed Name

_____
Witness

_____
Printed Name

_____
Business Address

_____
Town/State/Zip

_____
Business Phone Number

State of_____
County of _____

The foregoing instrument was acknowledged before me this _____day of _____, 2018, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

TN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this day of _____, 2018.

_____
Printed Name of Firm/consultant

By:_____
Signature of Owner

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
Town/State/Zip

_____
Business Phone Number

State of_____
County of _____

The foregoing instrument was acknowledged before me this_ day of ____, 2018, by _____, who is personally known to me or who has produced

_____ as identification and who did not take an oath.

_____
NOTARY PUBLIC

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ___ day of _____, 2018.

_____
Printed Name of Partnership

By: _____
Signature of General or Managing Partner

_____ _____
Witness Printed Name of partner

_____ _____
Witness Business Address

_____
Town/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018. by

_____ who is personally known to me or who has

Produced _____ identification and who did not take an oath.

_____
NOTARY PUBLIC

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this____day of _____, 2018.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By_____
Secretary

_____
Town/State/Zip

_____
Business Phone Number

State of_____
County of_____

The foregoing instrument was acknowledged before me this___ day of _____, 2018, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

_____
NOTARY PUBLIC

CONTACT INFORMATION WORKSHEET

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ PHONE No.: _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ PHONE No.: _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one)
CORPORATION / PARTNERSHIP / JOINT VENTURE /OTHER
If Other, please explain: _____

BUSINESS IS A: (circle one)
PARENT / SUBSIDIARY / OTHER
Please explain _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): _____

_____

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone No.)
_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone No.)
_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone No.)

CONTACT'S SIGNATURE: _____ DATE: _____

(od206954.1 1574-07024001)

CERTIFICATION OF SOLICITATION REQUIREMENTS

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have carefully read and understand all the requirements of the solicitation.

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

_____ _____

VENDOR'S SIGNATURE NAME OF COMPANY

_____

VENDOR (Print Name)

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____being first duly sworn, deposes and says that:

(1) He/she is the _____Owner, Partner, Officer, Representative or Agent) of the Responder that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm/consultant, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm/consultant, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Responder, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by an y collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of

_____ By:

_____ _____
Printed Name and Title)

SWORN TO and subscribed before me this _____ day of _____, 2017, by _____ who is personally known to me or who has produced _____ as identification.

_____
Notary Public

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to_____by _____

_____

for whose business address is and (if applicable) its Federal Employer Identification number (FEIN) is (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:_____

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

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

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies

To transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florid a, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

By:_____ ___

(Printed Name) _____

(Title)_____

State of _____
County of _____

SWORN TO and subscribed before me this_____day of, _____2017 .

Personally known____or Produced Identification

_____
NOTARY PUBLIC

ANTI-KICK BACK AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Loxahatchee Groves, its elected officials, and or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my fiml or by an officer of the corporation.

By: _____

_____
Printed Name

State of _____
County of _____

SWORN TO and subscribed before me this_____day of_____, 2018.

_____
NOTARY PUBLIC

Personally known____
or Produced Identification

ACKNOWLEDGMENT

I have carefully examined the Request for Proposal form agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of not less than 90 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the film is read y, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town of Loxahatchee Groves or any other Responder is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub- contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of36 months from the date of being placed on the convicted vendor list.

State of_____
County of_____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by

_____, who is personally known to me or who has produced

_____as identification and who did not take an oath.

_____
NOTARY PUBLIC

REFERENCES

1. Name:

   Address:

   City/State/Zip: _____

   Telephone Number: _____

   Relationship: _____

2. Name:

   Address: _____

   City/State/Zip: _____ _____

   Telephone Number: _____

   Relationship: _____

3. Name _____

   Address:_____

   City/State/Zip: _____

   Telephone Number: _____

   Relationship: _____

Filename: Request for Proposal Special Assessment Roads Final
Directory: C:\Users\Loxg finance\Dropbox (Loxahatchee Groves)\Town Docs\CERT\Town Employees
Template: C:\Users\Loxg finance\AppData\Roaming\Microsoft\Templates\Normal.dotm
Title: Request for Proposal Special Assessment Roads (00206954.DOCX;1)
Subject: 00206954.1 1574-0702400 /font=6
Author: Loxg finance
Keywords:
Comments:
Creation Date: 12/12/2017 2:29:00 PM
Change Number: 5
Last Saved On: 12/12/2017 3:53:00 PM
Last Saved By: Perla D. Underwood
Total Editing Time: 13 Minutes
Last Printed On: 12/13/2017 12:17:00 PM
As of Last Complete Printing
Number of Pages: 22
Number of Words: 5,580 (approx.)
Number of Characters: 31,807 (approx.)

EXHIBIT B

PROPOSAL FROM MUNILYTICS, INC.

RFP 2017-08
Town Road Capital and Maintenance Services Special Assessment Program Study Report

January 30, 2018

MUNILYTICS

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City Required Forms **End Tab**

MUNILYTICS

Overview of Firm

Munilytics is a ***Fort Lauderdale-based small business enterprise***, founded in 2003, that provides local governments and developers with high-quality services by extremely experienced and knowledgeable municipal finance professionals. We currently provide Finance Department operations and consulting services for various municipalities and special districts and routinely prepare special assessments for several governmental clients. All of the services for this engagement will be performed by us in our Davie office or our legal partner based in Sarasota.

Our more than 30 years of local government finance experience as finance officers and municipal finance professionals gives us an insight into local government financial operations that is unequalled by our competitors. Our knowledge of special assessment financing is equally extensive. Our particular experience with the Town of Davie operations started in 1983.

We are teaming with Susan Schoettle-Gumm who has provided legal services to Florida local governments and public entities on a range of land use and local government law issues for over twenty years with an emphasis on special assessments, utility and capital facilities funding, impact fees, and other public finance concerns. She has testified several times as an expert on special assessments for fire protection services on behalf of the City of Miami, Florida. As an Assistant County Attorney for Sarasota County, Florida for over nine years, she provided the primary legal support and advice to the County Commission and County staff on special assessments (including assisting in the development and defense of the County's stormwater assessments), utility fees/rates, impact fees, taxes, and capital facilities funding. Her responsibilities included drafting

of ordinances and assisting staff in developing fee and assessment methodologies, working with citizen advisory groups and elected officials in the selection and development of funding mechanisms, negotiation with developers and other local governments, and training of staff related to the creation of new revenue sources as well as maintenance of existing fee and assessment systems. She has continued to provide similar legal services as a consultant to Florida local governments since forming her private practice, Susan Schoettle-Gumm, PLLC, in 2005.

Background in Providing Special Assessment Services To Local Governments.

We have provided fire services special assessments and continuing consulting services for the following municipalities: City of Dania Beach, Town of Davie, City of Parkland, City of West Park, City of Cooper City, and the Town of Yankeetown and have consulted with the City of Southwest Ranches regarding their fire services assessment. We have also provided solid waste assessment methodologies for the City of West Park, Bal Harbour Village, and the Town of Southwest Ranches. ***The Southwest Ranches assessment utilized a fairly unique apportionment that included residential lot sizes in addition to service unit apportionments.*** We have also provided special assessment methodologies for the Indian Trail Improvement District (NCS), Belmont Lakes Community Development District, Coral Bay Community Development District (NCS), Aqua Isles Community Development District, Pembroke Harbor Community Development District, and Twin Lakes Water Control District. ***These improvement and community development districts included roadway elements as part of the special assessment.*** Our assessment methodologies have never been legally challenged. Additionally, in the scope of providing municipal finance director services, we have reviewed, commented on, and approved several special assessment reports prepared by other consultants.

Project Team Individuals and Qualifications

Summary Resumes of Principal Team Members

Christopher Wallace, Principal and Project Lead, Methodology. Mr. Wallace is the President of Munilytics and has been providing consulting and outsourcing services to units of local government and developers since 2003. He conducts fiscal impact studies, tax increment analysis, market studies, ***special assessment studies***, budget and financial management long-range forecasts, revenue enhancement recommendation reports, utility rate studies and acquisitions, financial statement support, and management and efficiency studies.

The company provides outsourced finance department services and management for various municipalities and special districts. Mr. Wallace has served as a Finance official or Chief Financial Officer for various entities for over 30 years (Town of Davie, City of Miami Gardens, City of Lauderdale Lakes, Village of Bal Harbour, City of West Park, and City of Miami Lakes. He has been responsible for administrative and professional work directing the activities of finance departments, including the functional areas of financial planning, budget and research, accounting and auditing, treasury management, debt administration, procurement, payroll, and Information Systems.

Mr. Wallace has provided long-term financial forecasts of municipal operations for both public and developer clients. His studies and engagements have included fiscal impact analysis of different land uses on municipal operations; consolidation of services study for a consortium of cities, special assessment methodology reports, annexation and incorporation reports, housing elements and fiscal impact elements for Development of Regional Impact applications, internal audit services, financial advisory services,

Community Redevelopment Agency feasibility studies and reports; land use and rezoning financial impact analysis and information systems conversion consulting work.

He has served as District Manager for various community development districts and conducted affordable housing analysis reports. In addition, Mr. Wallace has conducted various rate and fee studies for various utilities and municipal departments.

In his work as a finance director or consultant, Mr. Wallace has implemented long-term financial trend monitoring systems and conducted efficiency and operational audits of programs, including those of planning, building, and code enforcement. He has specialized education or professional certificates in Financial Planning, Derivative Risk Management, Economic Development Financing, Financial Analysis For Evaluating Service Delivery, National Guidelines for Best Practices in Public Budgeting, Capital Budgeting and Financing, Costing Government Services, and Designing and Improving

Cost Information and Control Systems. He is a lifelong member of the Government Finance Officers Association, the Florida Government Finance Officers Association, and the South Florida Government Finance Officers and City Clerk's Association. He was a charter member of the Budget Review Program, GFOA.

Susan Schoettle-Gumm, PLLC. Susan Schoettle-Gumm, Project Lead, Legal Services. Ms. Schoettle-Gumm provides legal services on a range of land use and local government law issues with an emphasis on impact fees, special assessments, utility and capital facilities funding, and other public finance concerns. She has testified as an expert on special assessments for fire protection services on behalf of the City of Miami, Florida. Forming her solo law practice in 2005, she has continued to assist Florida local governments with the development, adoption, implementation and maintenance of a wide

variety of special assessments, including fire services, utility undergrounding, and water/sewer facilities and a wide range of impact fees. As an Assistant County Attorney for Sarasota County, Florida for almost ten years, she provided the primary legal support and advice to the County Commission and County staff on impact fees, special assessments (including roads, water/sewer, street lighting, and assisting in the development and defense of the County's stormwater assessments), utility fees/rates, taxes, and capital facilities funding. Her responsibilities included drafting of ordinances and assisting staff in developing fee and assessment methodologies, working with citizen advisory groups and elected officials in the selection and development of funding mechanisms, negotiation with developers and other local governments, and training of staff related to the creation of new revenue sources as well as maintenance of existing fee and assessment systems. She authored *A Survey of State Impact Fee Enabling Legislation*, 25 Urban Lawyer 491 (1993) (reprinted in Exactions, Impact Fees and Dedications (R. Freilich and D. Bushek, eds., American Bar Assoc. 1995) and *Nontraditional Uses of the Utility Concept to Fund Public Facilities*, 25 Urban Lawyer 519 (1993) (reprinted in Exactions, Impact Fees and Dedications (R. Freilich and D. Bushek, eds., American Bar Assoc. 1995). In addition, Ms. Schoettle-Gumm has been invited to speak on various occasions, including:

- "Impact Fees and Developer Credits: When, How Much and Why?" Panel Discussion, National Impact Fee Roundtable, Portland, Oregon (2007)
- "Encouraging Economic Development & Affordable Housing: Policy & Reality," National Impact Fee Roundtable, Washington, D.C. (2006)
- "Policy Issues and Practical Considerations in Financing Public Facilities," Growth Management Conference, CLE International, Orlando, Florida (1997)
- "Special Assessments: Practice Pointers," Florida Association of County Attorneys Annual Conference, Ft. Lauderdale, Florida (1997)
- "Stormwater Utilities to Finance Stormwater Management Programs," National Institute of Municipal Law Officers (NIMLO) Annual Conference, Edmonton, Alberta, Canada (1992)

♦ "Financing Water System Improvements Through Impact Fees," American Water Works Association, Alabama/Mississippi Section Annual Meeting, Biloxi, Mississippi (1991)

Ms. Schoettle-Gumm is a member of the Florida and Colorado State Bar Associations.

Susan Schoettle-Gumm, PLLC

18099 Deer Prairie Drive, Sarasota, Florida 34240
Phone 941•320•3054 Email spgumm@mailmt.com

Professional Experience

Ms. Schoettle-Gumm provides legal services on land use and local government law issues with an emphasis on developing and implementing funding strategies for a wide variety of public services and infrastructure such as fire protection, stormwater, transportation, dredging/beach renourishment, neighborhood and business improvement areas, water and sewer, EMS, and utility undergrounding. She has successfully structured and implemented funding programs that address and balance legal, financial, political and public concerns and has testified several times as an expert on fire protection assessments.

With over thirty years of legal experience and over ten years in her solo private practice, she has developed a variety of revenue mechanisms, including fire assessments, utility undergrounding assessments, and sewer facilities assessments for Florida municipalities. Her involvement as an expert witness on behalf of the City of Miami in a class action challenge to the City's fire fee assessment resulted in a significantly reduced settlement to the class. As an Assistant County Attorney for Sarasota County, Florida for ten years, she provided the primary legal support for the County on all impact fees, special assessments (including assisting in the development and defense of the County's stormwater assessments that were upheld by the Florida Supreme Court), utility fees/rates, taxes, and capital facilities funding. Her responsibilities included drafting of ordinances, developing fee and assessment methodologies, working with citizen advisory groups and elected officials in the selection and development of funding mechanisms, negotiation with developers and other local governments, and training of staff related to the creation of new revenue sources as well as maintenance of existing fee and assessment systems. Prior to joining Sarasota County, she was an associate with Freilich, Leitner, & Carlisle in Kansas City, Missouri, a nationally recognized law firm in land use and growth management law. Her practice with that firm was primarily in the areas of land use, growth management, and municipal finance and included the creation and updating of numerous impact fee systems and special assessments across the United States.

Education

Susan P. Schoettle-Gumm received a Bachelor of Landscape Architecture from Louisiana State University in 1981 and pursued graduate studies in planning while working as a Landscape Architect/Planner in Anchorage, Alaska. Ms. Schoettle-Gumm received a Juris Doctor degree from the University of Colorado School of Law in Boulder, Colorado in 1987. She was a staff editor of the Law Review, a member of the University of Colorado's 1987 Jessup International Law Moot Court Team, and a law clerk for the CERCLA Litigation Section of the Colorado Attorney General's Office.

Professional Organizations

Ms. Schoettle-Gumm is a member of the Florida and Colorado State Bar Associations.

Selected Publications & Speaking Engagements

- *A Survey of State Impact Fee Enabling Legislation*, 25 URBAN LAWYER 491 (1993) (reprinted in Exactions, Impact Fees and Dedications (R. Freilich and D. Bushek, eds., American Bar Assoc. 1995).
- *Nontraditional Uses of the Utility Concept to Fund Public Facilities*, 25 URBAN LAWYER 519 (1993) (reprinted in Exactions, Impact Fees and Dedications (R. Freilich and D. Bushek, eds., American Bar Assoc. 1995).
- "Impact Fees and Developer Credits: When, How Much and Why?" Panel Discussion, National Impact Fee Roundtable, Portland, Oregon (2007)
- "Policy Issues and Practical Considerations in Financing Public Facilities," Growth Management Conference, CLE International, Orlando, Florida (1997)
- "Special Assessments: Practice Pointers," Florida Association of County Attorneys Annual Conference, Ft. Lauderdale, Florida (1997)
- "Storwmater Utilities to Finance Stormwater Management Programs," National Institute of Municipal Law Officers (NIMLO) Annual Conference, Edmonton, Alberta, Canada (1992)

Christopher Wallace

Experience

2003 – Present Munilytics, Inc., Fort Lauderdale, Florida

President. Providing Consulting services to units of local government and the developer community in areas of cost/benefit studies, fiscal impact studies, market studies, revenue enhancement, forecasting and budget development, employee benefit support, financial statement support, and management and efficiency studies.

- Forecasted Fiscal Impacts of several developments of regional impact on municipalities and provided assistance in negotiations and interlocal agreements
- Provided Financial Management program operations audits and review and recommendations for improvements to municipalities.
- Provided Long-Term Budget Forecast of municipal operations for national developers
- Provided Fiscal Impact On Local Government Operations Analysis of Different Land Uses for national, regional, and local developers
- Provided Consolidation of Services Study for a consortium of South Florida municipalities.
- Provided utility acquisition and implementation services.
- Provided market studies on selected parcels as requested by local governments and developers.
- Provided Special Assessment Methodology Reports to several municipalities and special districts
- Provided several utility rates studies for various municipalities and special districts
- Prepared over 60 fiscal impact analyses and market studies for land use and zoning changes
- Prepared affordable housing studies for various DRI's
- Prepared stormwater rate billing reports and studies.
- Finance Director, contractual, inception transition City of Miami Gardens 2003-2009
- Finance Director, contractual, Village of Bal Harbour 2006 - 2014
- Finance Director, contractual, City of West Park 2005 - current
- Interim Finance Director, contractual, Town of Miami Lakes, May 2015 – Sept. 2015
- District Manager, Belmont Lakes Community Development District
- District Manager, Aqua Isles Community Development District
- District Manager, Pembroke Harbor Community Development District, current
- Conducted or oversaw long-range financial forecasts for municipalities
- Conducted or oversaw fiscal impact studies for various municipalities and developers.
- Provider of financial management services to not-for-profit agency in South Florida
- Conducted study of South Florida municipality conceptual CRA area, identifying financing possibilities utilizing both a CRA and Chapter 189/190 mechanisms, with a goal of reducing the amount of Section 8 voucher housing and preventing the economic conditions that led to the deteriorating neighborhoods.
- Financial advisor, Davie Community Redevelopment Authority, ongoing.
- Financial advisor, Margate Community Redevelopment Authority, transaction complete.
- Provide internal audit services to units of local government.

1985-2001 Town of Davie, Davie, Florida

Budget and Finance Director. Administrative and Professional work directing the activities of the Budget and Finance Department. Responsible for financial planning, budget and research, accounting and auditing, treasury management, debt administration, procurement, payroll, and Town-wide Information Systems, with emphasis on formulation and administration of broad policies.

- Conducted over 20 annexation studies, identifying areas of financial benefit to the Town.
- Facilitated development of CRA streetscape program by developing financing mechanisms to advance fund improvements.

- Developed interest rate reduction program for CRA located business to facilitate development and renovation of businesses.
- Coordinated with CRA, Economic Development, and Town agencies economic incentive programs to help expand local pharmaceutical company.
- Implemented long-term financial policies designed to provide tax stability and diversity and to improve the financial condition of the Town.
- Implemented a long-term financial trend monitoring system to identify areas of need or potential in the Town's financial plan.
- Developed long term capital project financing plans that addressed the Town's needs for infrastructure improvement.
- Developed an internal interest rate hedge strategy.
- Administered defined benefit plans, 401 plans, and deferred compensation plans.
- Conducted efficiency and operational audits of programs within the Town.

1983-1985 Town of Davie, Davie, Florida

Town Accountant. Technical and Professional work related to the preparation of financial statements and direct supervision of finance and accounting personnel. Responsible for general accounting, internal auditing, financial reporting, and computer systems. Assisted with budget preparation and special reporting and analysis.

- Implemented corrections to internal accounting control systems
- Identified weaknesses in the Town's financial plans and recommended development of long-range goals and monitoring of plan components.
- Converted accounting system from manual system to computer system, providing more up-to-date information with fewer errors.
- Implemented modern cash management techniques that saved time and maximized interest earnings on Town deposits and cash transactions. These practices eliminated the need for one position immediately and the need for as many as 3 positions long term.
- Overhauled payroll system to provide better record keeping with less paperwork and assured compliance with federal tax code provisions.
- Assisted in budget developments that included the implementation of an internal service fund strategy that would allow for financial stability and continued capital source for internal equipment replacements.
- Recommended and implemented a full costing strategy that would allow the Town to accurately identify its costs and target areas for improvement.

1979-1983 Federal Highway Administration, Tallahassee, Florida

Assistant To Financial Manager. Technical and Administrative work involving federal financial oversight of federal aid highway programs. Responsible for the auditing of final vouchers of project costs, review of current billings for payments, maintenance of revolving fund records and disbursements; month and year-end reconciliation and analysis of fund and account reports and assisted state agency as necessary.

- Received the Federal Highway Administration's Special Achievement Award for Superior Service and Outstanding Achievement.
- Performed cash management analysis of state transactions that would result in interest savings of hundreds of thousands of dollars to the State.
- Developed comprehensive review procedures that eliminated unnecessary delays in processing, detection of more material errors, and uncovered deficiencies in internal control procedures.
- Converted Division Office system from a manual system to a computerized system.

Education and Specialized Training

- BS, Accounting, Florida State University
- Certificate in Financial Planning, Florida State University
- Derivative Risk Management, University of Chicago Graduate School of Business
- Economic Development Financing, GFOA
- Financial Analysis For Evaluating Service Delivery, GFOA
- Public Budgeting, National Guidelines For Best Practices, GFOA
- Special Topics In Debt Financing, Debt Management, GFOA
- Freshwater Aquaculture, Nova Southeastern University
- Internet For Finance Departments, GFOA
- Public Employee Retirement Administration, GFOA
- Governmental Pension Accounting, GFOA
- Risk Financing Options, GFOA
- Capital Budgeting and Financing, GFOA
- Planning and Sale of Municipal Bonds, GFOA
- Designing and Improving Cost Information and Control Systems, AMA
- Costing Government Services, GFOA

Subcontractors

All the personnel that will work on this project will be employees of Munilytics, excepting the Legal Services Project Lead as noted above.

Litigation

We have never had any litigation or disputes, nor do we currently have any, related to any of our engagements.

MUNILYTICS

Insurance Certifications

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hiscox Insurance Company Inc	10200
INSURED Munilytics 7320 Griffin Rd Suite 102 Davie FL 33314	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		UDC-1237448-CGL-16	10/01/2016	10/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Delray Beach Community Redevelopment Agency 20 N. Swinton Blvd. Delray Beach, FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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MUNILYTICS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hiscox Insurance Company Inc	10200
INSURED Munilytics 7320 Griffin Rd Suite 102 Davie FL 33314	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	Y		UDC-1237448-EO-16	10/01/2016	10/01/2017	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Delray Beach Community Redevelopment Agency 20 N. Swinton Blvd. Delray Beach, FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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MUNILYTICS

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (IHUB-0F51619-2-16)
RENEWAL OF (IHUB-0F51619-2-15)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

NCCI CO CODE: 13439

1.

INSURED:

MUNILYTICS INC
7320 GRIFFIN RD
STE 102
DAVIE FL 33314-4105

PRODUCER:

AP INTEGO INS GROUP LLC
375 WOODCLIFF DR 1ST FL
FAIRPORT NY 14450

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 09-04-16 to 09-04-17 12:01 A.M. at the Insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

FL

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	100000 Each Accident
Bodily Injury by Disease:	$	500000 Policy Limit
Bodily Injury by Disease:	$	100000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 07-11-16 GC
OFFICE: PAYROLL 70A
PRODUCER: AP INTEGO INS GROUP LLC X9275

DO1070

MUNILYTICS

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas , or
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: MUNILYTICS

ADDRESS OF NAMED INSURED: 7320 GRIFFIN RD STE 102 DAVIE, FL 33314

POLICY NUMBER	C44 1953-C08-59			
EFFECTIVE DATE OF POLICY	03/08/16-09/08/16			
DESCRIPTION OF VEHICLE (Including VIN)	ENOL			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person				
Each Accident				
b. Property Damage Each Accident				
c. Bodily Injury & Property Damage Single Limit Each Accident	$1,000,000.00			
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒ YES ☐ NO $ 250 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☒ YES ☐ NO $ 250 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☒ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Terry McCall (cj) AGENT 2536 02/15/2016

Signature of Authorized Representative — Title — Agent's Code Number — Date

Name and Address of Certificate Holder

ADDITIONAL INSURED:
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
20 N SWINTON AVE
DELRAY BEACH, FL 33444

Name and Address of Agent

STATE FARM INSURANCE
TERRY MC CALL INSURANCE AGENCY INC
10131 WEST OAKLAND PARK BLVD
SUNRISE, FL 33351

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.
☒ Request Certificate Holder to be added as an Additional Insured.

122429.2 Rev. 06-15-2004

2016-02-15 13:43:59 GMT -04:00 | (954) 903-0712 | 243648

MUNILYTICS

Similar Projects

Belmont Lakes Community Development District

Provide as part of our District Management contract the initial and annual special assessments for capital, maintenance, and debt service. The infrastructure of this District includes roadways, sidewalks, waterways, security systems, street lighting, drainage, and other maintenance items.

Period of Work: 2005-2007, 2012 to Current

Contact: Belmont Lakes Community Development District
Dominick Madeo, Chair
15240 SW 16th Street
Davie, Florida 33326
954-907-5931
madeo@bellsouth.net

Pembroke Harbor Community Development District

Provide as part of our District Management contract the initial and annual special assessments for capital, maintenance, and debt service. The infrastructure of this District includes roadways, sidewalks, waterways, security systems, street lighting, drainage, and other maintenance items.

Period of Work: 2007 to Current

Contact: Pembroke Harbor Community Development District
Karena Bland, Chair
14380 SW 11th Street
Pembroke Pines, Florida 33027
Kebland24@gmail.com

City of Dania Beach, Florida, Fire Services Assessment

Provided an updated Fire Services Special Assessment Methodology Report which includes estimates of contractually provided fire services costs and estimated assessment amounts for an existing fire assessment in a Florida municipality. Report determined benefit, delineated benefit area, provided a cost allocation methodology, and allocation of costs between assessable and non-assessable fire rescue costs. Continuing support services provided related to the annual assessments to be collected through the uniform method of levy and collection.

Period of Work: April 2017 to Current

Contact: City of Dania Beach, Florida
Nicki Satterfield, Finance Director
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
954-924-6800 x3609
nsatterfield@daniabeachfl.gov

Town of Davie, Florida, Fire Services Assessment

Provision of a Fire Services Special Assessment Methodology Report which included a 5-year forecast of fire services costs and estimated maximum assessment amounts. Report determined benefit, delineated benefit area, provided a cost allocation methodology, analysis of NFIRS data, allocation of costs between assessable and non-assessable fire rescue costs. Development of assessment roll data was provided and is subsequently maintained by the City. A subsequent analysis of fire incident reports of farm structures (barns) was provided with recommendations for cost recovery or assessment. Extensive agricultural and higher education land use components required significant and continuing analysis of individual parcels and categories. Higher Education impacts to this municipality of about 100,000 required unique categorization and assessment of costs to public and private properties. Continuing support services provided related to the annual assessments to be collected through the uniform method of levy and collection.

Period of Work: January 2009 to Current

Contact: Town of Davie, Florida
Mr. William Ackerman, Finance Director
6591 Orange Drive
Davie, Florida 33314
954.797.1050
William_ackerman@davie-fl.gov

City of Yankeetown, Fire Services Assessment

Provided the initial Fire Services Special Assessment Methodology Report which includes estimates of contractually provided fire services costs and estimated maximum assessment amounts for a new fire assessment in a small Florida municipality. Report determined benefit, delineated benefit area, provided a cost allocation methodology, and allocation of costs between assessable and non-assessable fire rescue costs. The City has characteristics that required a unique approach to apportionment. Provided notices and initial billing for the first year for the City as contractual services were initiated after deadline for fulfilling requirements of F.S. 197.3632. Continuing support services provided related to collection and agreements related to provision of fire services. Team members were Christopher Wallace, Brian Felberbaum, Risa Wallace, and legal services provided by Susan Schoettle-Gumm.

Period of Work: May 2016 to Current

Contact: City of Yankeetown, Florida
Rhiannon Castle, City Clerk/Treasurer
22 59th Street
Yankeetown, Florida 34498
352.447.2511
yankeeCityth@gmail.com

MUNILYTICS

City of West Park, Fire Services Assessment
City of West Park, Solid Waste Assessment
City of West Park, Stormwater Fee Assessment

Provision of the original Fire Services Special Assessment Methodology Report which included a 5-year forecast of fire services costs and estimated maximum assessment amounts for a newly incorporated municipality. Provide annual assessment roll for the City. Report determined benefit, delineated benefit area, provided a cost allocation methodology, analysis of NFIRS data, allocation of costs between assessable and non-assessable fire rescue costs. Development of assessment roll data was provided and is subsequently maintained by our firm, including determination of annual rates and provision of assessment roll. Initiated and maintain the annual solid waste assessment for the City. Provided Special Assessment Methodology Report and provide annual assessment roll and annual assessment rates. Provided Solid Waste Assessment Methodology Report and Stormwater Fee Methodology Report.

Period of Work: January 2007 to Current

Contact: City of West Park, Florida
Mr. Ajibola Balogun, City Administrator
1965 S. SR-7
West Park, Florida 33023
954.989.2668
abalogun@Cityofwestpark.org

City of Parkland, Fire Services Assessment

Provision of a Fire Services Special Assessment Methodology Report which included a 5-year forecast of fire services costs and estimated maximum assessment amounts. Report determined benefit, delineated benefit area, provided a cost allocation methodology, analysis of NFIRS data, allocation of costs between assessable and non-assessable fire rescue costs. Development of assessment roll data was provided and is subsequently maintained by the City. A subsequent analysis of fire incident reports of farm structures (barns) was provided with recommendations for cost recovery or assessment.

MUNILYTICS

Period of Work: January 2010, March 2013

Contact: City of Parkland, Florida
Ms. Nancy Morando, Finance Director
6600 University Drive
Parkland, Florida 33067
954.757.4123
nmorando@Cityofparkland.org

Village of Bal Harbour, Solid Waste Assessment; Residential Area Assessment

Originated and developed the first solid waste non ad valorem special assessment for this oceanfront community, involving fairly unique characteristics of single-family and multi-family residential properties with various levels of service. The Project included development of Special Assessment Methodology Report and Annual Assessment Roll. The Residential Area Assessment Methodology report for security and landscaping services was developed to apportion the costs of providing specific services to benefitted landowners. Converted the assessment to a non ad valorem assessment that uses the unified method of billing and collection on property tax bills. Team members were Christopher Wallace and Marc Wexler.

Period of Work: May 2011 to September 2013

Contact: Village of Bal Harbour, Florida
Mr. Alfred Treppeda, Village Administrator (retired)
655 96th Street
Bal Harbour, Florida 33154
305-866-4633
altrep@bellsouth.net

City of Southwest Ranches, Solid Waste Assessment
Billing and Collection of Fire Services Assessments

Development of a specialized and unique solid waste assessment that assessed semi-rural properties for solid waste and recycling services based on the number of dwelling units and the size of the residential parcel. The client's residential customers generate a significant amount of green waste. Also provided billing

and collection services for the annual fire services special assessment until it could be placed back on the property tax bill. Provide continuing consulting services regarding annual assessment services to City. Team members were Christopher Wallace, Patricia Breslau, and Risa Wallace.

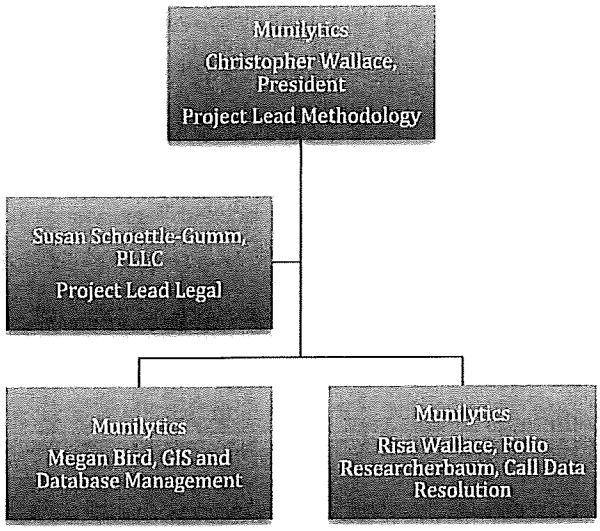
Susan Schoettle-Gumm has also provided legal services on both the fire services and solid waste assessment programs in 2012 and 2014.

Period of Work: May 2012 to Current

Contact: City of Southwest Ranches, Florida
Mr. Martin Sherwood, Financial Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330
305-434-0008
msherwood@southwestranches.org

MUNILYTICS

Staff Qualifications and Experience



Christopher Wallace, Project Lead for Methodology. Mr. Wallace will be the Project Lead and will insure the project's success for the Town. Together with the Legal Lead, they will develop the approach that best fits the Town's needs. He will work with the Town's staff in identifying all the costs of road improvements and maintenance services within the Town in recent years as well as projected costs of future improvements and maintenance. He will review several years of budgets and financial statements. He will work with the Town's staff, including those with the best understanding of the Town's future development trends, to identify likely future costs and roadway needs, and develop categories of roadway types and maintenance/service needs. He will perform or oversee the review of the budget data that will be essential in the development of the apportionment portion of the study. Mr. Wallace will be the key point of contact for Town personnel.

Susan Schoettle-Gumm, Project Lead for Legal Sufficiency. Ms. Schoettle-Gumm's law practice focuses on providing local governments and public entities with assistance on a range of revenue mechanisms including non-ad valorem special assessments for a wide variety of infrastructure and services, utility and capital facilities funding, impact fees, and other public finance concerns. She has developed numerous assessment programs in Florida and has testified as an expert witness in several fire assessment legal proceedings. Her experience includes work on numerous existing assessment programs and the process of supporting and/or modifying an existing methodology as well as creating and migrating to a new methodology. She will work with the Munilytics team and the Town to provide guidance on the fire assessment methodology and any legal issues, provide support for public presentations, and provide any needed legal services related to the City's fire assessment ordinance and resolutions as well as the ads and notices required for imposition of the fire services assessment. Her work with a variety of communities (including both rural and urbanized areas), with a variety of assessment programs (including assessments for fire services, stormwater facilities and services, and projects for parking, roads, water/sewer and utility undergrounding), and with a variety of assessment methodologies provides unique experience in developing reasonable assessment cost allocations that incorporate the physical, financial and policy needs of the local government within the necessary legal framework.

While with the Sarasota County Attorney's Office, she was the primary attorney for all assessment programs in the County (well over 30 different assessments and MSTU's annually), including the stormwater assessment program that was upheld by the Florida Supreme Court in 1995. Her experience with the County Attorney's Office as well in her solo legal practice since 2005 includes not only drafting of all necessary legal documents but also assisting staff and technical consultants with fulfilling statutory and case law requirements for defensible assessments and working with elected officials and citizen advisory groups to achieve political and public understanding of the assessment process and methodology.

Megan Bird, GIS and Database Management. Ms. Bird will be working with the Project Lead for Methodology primarily in matters related to real property records, generally provided by the local property appraiser's office. She will be responsible for the identifying any issues with property records and for assembling the database elements necessary for determining the benefitted properties within the Town. She will align the database information with any spatial needs the project will require. Ms. Bird, under supervision of the Project Lead, will also provide any summary reporting that will be required during the development of the methodology. Ms. Bird has extensive spreadsheet and database experience and has worked for a national retail chain and as an account manager for an international reservation system. Ms. Bird will also assist with any GIS issues or needs on the project. Ms. Bird recently completed an extensive research project for a client in Palm Beach County that required mapping and property records research reaching back 30 years and which included both computerized records and mapping as well as microfiche records and paper atlas maps.

Risa Wallace, Folio Research. Issues with individual property records will be researched by Ms. Wallace, in coordination with GIS and Database work. The research generally involves researching exceptionally identified parcels that are in need of further evaluation in determining both benefit and apportionment issues. Ms. Wallace has extensive experience with Florida property appraiser records, spreadsheet development, and database administration.

Project Approach

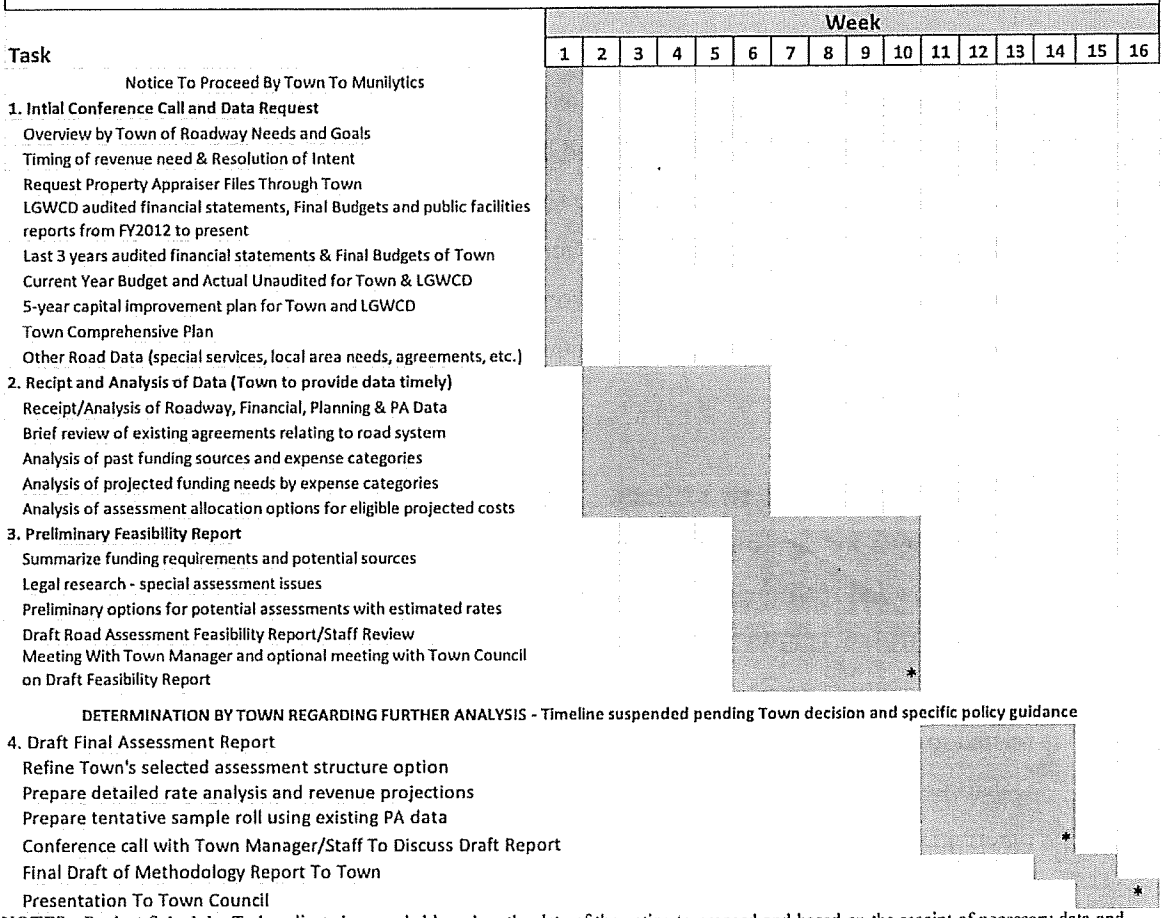
PROJECT UNDERSTANDING AND APPROACH

It is our understanding that the Town of Loxahatchee Groves is requesting analysis of alternatives for funding a variety of road improvements and maintenance services with particular emphasis on developing defensible special assessments that help achieve fair cost sharing among all properties in the Town. Florida law provides strong support for the imposition and collection of non-ad valorem assessments by local governments including the ability to impose and collect such assessments on the annual property tax bill pursuant to the Uniform Assessment Collection Act (F.S. 197.3632). Recently, a Florida Supreme Court decision in Scott v. City of Cape Coral, 163 So.2d 1174 (Fla., 2015), reinforced the validity of local government authority in determining reasonable and non-arbitrary methodologies for allocation of fire protection services costs. The Scott case provides greater assurance that local governments have flexibility in developing reasonable and well-founded special assessment methodologies. However, it will be important to keep in mind past Florida case law regarding **"special benefit"** and judicial concerns about the use of special assessments to avoid statutory and constitutional limitations on ad valorem taxation powers of local governments. In particular, several prior cases regarding funding of road improvements and maintenance should be carefully considered. Hanna v. City of Palm Bay, 579 So.2d 320 (Fla. App. 5 Dist. 1991) held that special benefit to an assessed parcel must be different in type or degree from benefits conferred to community as a whole, and in State v. City of Port Orange, 650 So.2d 1 (Fla. 1994), the Florida Supreme Court overturned a road utility fee in part because of concerns that shifting from ad valorem funding circumvented the protections afforded through exemptions such as homestead. With careful structuring of a multi-source funding strategy, the feasibility of an assessment program for a portion of the Town's roadway costs appears to be a reasonable possibility. The Munilytics team has developed a number of assessment programs that reflect the characteristics, needs and policies of specific local governments and communities.

MUNILYTICS

Timeline and Work Plan

Town of Loxahatchee Groves Road Capital and Maintenance Services Assessment Program Report Timeline



NOTES - Project Schedule: To be adjusted as needed based on the date of the notice to proceed and based on the receipt of necessary data and information from the Town and the Property Appraiser. Task 4 will be initiated only upon specific direction from the Town to proceed and selection of a funding/assessment option by the Town.

Optional Tasks: Implementation of an assessment program includes adoption/amendment of ordinance/resolutions as well as published and mailed notices of a future public hearing on the proposed assessment rates. Town Ordinance No. 2008-005 will be reviewed as part of the Feasibility Study; however, it is likely that the ordinance will require amendments for implementation of a new road assessment program. Numerous statutory deadlines and requirements must be fulfilled in order to place assessments on the annual property tax bill. Placing any new assessments on the November, 2018 tax bill requires that a Resolution of Intent be adopted in accordance with F.S. §197.3632(3)(a) prior to the initial levy and additional deadlines and requirements must be fulfill to include the assessments on the TRIM notices and use the tax bill collection method. Other optional tasks may include meetings with the Roadways, Equestrian, Trails & Greenway Advisory Committee, Finance Advisory and Auditing Committee or other advisory or elected boards. The Town may elect to initiate a bond validation proceeding to provide a judicial determination regarding the legality of the road assessment program. **Optional tasks provided only upon specific authorization by Town with costs to be agreed at that time.**

1. **Initial Conference Call or Meeting.** Upon the notice to proceed, we will schedule a conference call or meeting with Town officials and staff. At this point, we will go over any issues or concerns the Town has identified with the current road improvements/services, recent funding by the Town and prior funding by LGWCD, background on turnover of roadways to Town from LGWCD, financial concerns and policy issues, and make introductions to key parties. A list of data needs will be reviewed to insure timely provision of the necessary documents and data for Munilytics to proceed with the feasibility study analysis. A Town representative should be appointed that will serve as our liaison, point of contact, and who can resolve any issues that may arise at the Town level. A preliminary discussion of funding options, legal and financial concerns, and potential methodology alternatives will be included in this meeting to begin exploring feasible options for the Town.

2. **Receipt and Analysis of Data.** Upon the notice to proceed, we will immediately make requests for data from the property appraiser's office (through the Town), financial information and road improvements/maintenance data for the Loxahatchee Groves Water Control District (LGWCD) (obtained through the Town), and financial information (budgets, audited financial statements, etc.) from the Town Manager, and information related to current and future land uses and roadways from the Town's Planning and Zoning Department, including existing and anticipated agreements with developers, LGWCD and other public/private entities that impact roadway improvements and maintenance responsibilities and costs. All of the information we will need should be readily available in a format that can be used by us and it will be important to get this data as soon as possible. Analysis of the requested data will be ongoing and may lead to additional requests. The goal of this analysis process is to identify the magnitude and type of costs anticipated for the upcoming several fiscal years, analyze the costs by the "level of service" proposed and by geographic area and type of roadway, and identify assessable costs and potential assessment allocation approaches.

3. **Preliminary Feasibility Report.** Using the analysis performed in Task 2, we will develop possible assessment strategies and funding structures to assist the Town with the road improvement/maintenance costs it anticipates. Some costs are likely to be identified that are more clearly within the framework of established assessable costs while some costs may be appropriate but not established in existing case law. The Feasibility Report will categorize costs to allow the Town to choose how conservative or aggressive it wants to be with the assessment program. General estimates of a range of assessment rates will be provided where adequate information is available for calculations. The use of a local area petition process for increased improvements/services will also be explored. A draft Feasibility Report will be submitted for review by the Town Manager and others with a meeting to review and discuss. An optional presentation to the Town Council can be combined with the trip to meet with the Town Manager. After completion of Task 3 with presentation of the Feasibility Report, Munilytics will proceed to Task 4 only upon specific authorization from the Town with identification of the specific assessment option the Town wants developed into a Final Report.

4. **Final Assessment Report.** Upon notice to proceed, Munilytics will refine and further develop the selected assessment approach as directed by the Town. During this task, detailed analysis of specific property data and resulting assessment rates will be developed. We will develop and document a fair and reasonable method of apportioning the selected assessable costs to specially benefitted properties. The Project Legal Lead will be involved in every step of the process to assist in the assessment allocation process and supporting analysis. Using the methodology developed, we will calculate maximum rates for each identified property type to fund in whole or in part the roadway costs in the Town's budget. As part of this Task, we will develop an Excel spreadsheet to provide to the Town to assist with analysis of revenue projections and changes in fire assessment data and assessment rates. All of the work product developed by the Munilytics team will be available to the City and its staff for its use without limitation. The draft Final Assessment Report will be submitted to the Town Manager for review with a conference call to discuss.

After any requested revisions, the Final Assessment Report will be submitted to the Town and a presentation made to the Town Council.

Optional Items. After the Methodology Report has been presented and accepted, we and our legal review partner will assist the Town with website material, brochures, or other public relations material that may be required. We will review and comment on legal notices, documents, publications, and work with Town staff and its legal counsel in the update and implementation of the assessment, including any ordinance/resolution drafting as requested. In addition, we and our legal review partner can assist in any litigation related matters should the Town choose to pursue bond validation. Assistance in any optional items can be provided based on hourly rates or based on a lump sum to be determined at that time. Munilytics rates are $150 per hour for the Principal, $85 per hour for database administration, and $75 per hour for property roll research. Legal service rates are $195 per hour for non-litigation matters and $230 for expert witness and litigation related matters.

MUNILYTICS

Price Schedule

Town of Loxahatchee Groves Road Capital and Maintenance Services Assessment Program					
	Task by Hours and Cost				
Task	MUNILYTICS	Principal	Database	Folio Research	LEGAL
Notice To Proceed By Town To Munilytics					
1. Intial Conference Call and Data Request	2	2			2
Overview by Town of Roadway Needs and Goals					
Timing of revenue need & Resolution of Intent					
Request Property Appraiser Files Through Town					
LGWCD audited financial statements, Final Budgets and public facilities reports from FY2012 to present					
Last 3 years audited financial statements & Final Budgets of Town					
Current Year Budget and Actual Unaudited for Town & LGWCD					
5-year capital improvement plan for Town and LGWCD					
Town Comprehensive Plan					
Other Road Data (special services, local area needs, agreements, etc.)					
2. Recipt and Analysis of Data (Town to provide data timely)					
Receipt/Analysis of Roadway, Financial, Planning & PA Data	9	4	3	2	2
Brief review of existing agreements relating to road system	2	2			2
Analysis of past funding sources and expense categories	12	12			1
Analysis of projected funding needs by expense categories	8	8			2
Analysis of assessment allocation options for eligible projected costs	16	8	4	4	3
3. Preliminary Feasibility Report					
Summarize funding requirements and potential sources	4	4			3
Legal research - special assessment issues	-				8
Preliminary options for potential assessments with estimated rates	4	4			4
Draft Road Assessment Feasibility Report/Staff Review	6	4	2		10
Meeting With Town Manager and optional meeting with Town Council on Draft Feasibility Report	10	10			10
TASK SUBTOTAL (HOURS)	73	58	9	6	47
TASKS 1-3 COST SUBTOTAL	6,935				9,165
DETERMINATION BY TOWN REGARDING FURTHER ANALYSIS - Timeline suspended pending Town decision and specific policy guidance					
4. Draft Final Assessment Report					
Refine Town's selected assessment structure option	8	2	4	2	5
Prepare detailed rate analysis and revenue projections	24	8	8	8	1
Prepare tentative sample roll using existing PA data	16	4	6	6	1
Conference call with Town Manager/Staff To Discuss Draft Repo	2	2			2
Final Draft of Methodology Report To Town	8	4	2	2	8
Presentation To Town Council	8	8			8
TASK SUBTOTAL (HOURS)	66	28	20	18	25
TASKS 4 COST SUBTOTAL	6,270				4,875
PROJECT TOTAL BY CONSULTANT	13,205				14,040
TOTAL PROJECT COST					27,245

PROPOSAL FORM

THE FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

SUBMITTED BY: **Munilytics**
(Legal Name Of Entity)

FORMER NAMES: **NA**
(Insert all other names that this entity has been known by in the past 5 years)

AGE OF THE ENTITY: **14**
(How many Years this entity has been in business under the current name?)

PRINCIPAL PLACE OF BUSINESS: **Davie, Florida**

FAX NO. **954-903-0712**

TELEPHONE NO. **954-903-0712**

CORPORATE WEBSITE **www.munilytics.biz**

DUNS NUMBER:

FORM OF OWNERSHIP:
__X__CORPORATION; _____GENERAL PARTNERSHIP; _____UNINCORPORATED ASSOCIATION; _____LIMITED LIABILITY COMPANY; _____LIMITED PARTNERSHIP; _____SOLE PROPRIETORSHIP

WHERE THE ENTITY WAS FORMED: **Florida**

(INSERT NAME OF STATE)

CONFLICT OF INTEREST STATEMENT:

I, the person whose name is subscribed below, am a duly authorized representative and agent of the entity submitting this proposal in response to its Solid Waste Assessment RFP 2017-03. On behalf of the Offeror: Certify that neither the Offeror nor any affiliated firm, parent entity or subsidiary, has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Town of Loxahatchee Groves, as a result of this solicitation.

Affirm that if the Offeror awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the Town, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the Town as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

FIRM'S NAME:

SIGNED BY: /s/ Christopher Wallace DATE: 1/30/2018

NOTARY STATEMENT

TOWN OF LOXAHATCHEE GROVES / STATE OF Florida)

CITY/COUNTY OF Broward) to wit:

I, the undersigned Notary Public in and for the State and County of aforesaid, hereby certify that on

_____, 201_, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed above, appeared before me as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

_____

(Seal)

Notary registration number: Original has been signed and notarized

My commission expires: _____

Town of Loxahatchee Groves
Request for Sealed Proposals

155 F Road
Loxahatchee Groves, Florida 33470
www.loxahatcheegrovesfl.gov

William F. Underwood, II
Town Manager

RFP Proposal Data

RFP Number: 2017-08

RFP Title: TOWN ROAD CAPITAL AND MAINTENANCE SERVICES SPECIAL ASSESSMENT PROGRAM STUDY REPORT

RFP Opening Date: 2:00 P.M., January 30, 2018

CONTACT PERSON: Virginia Walton, Town Clerk

Phone: 561-793-2418
E-Mail Address: vwalton@loxahatcheegrovesfl.gov

RFP Submission Deadline

DATE: 2:00 P.M., January 30, 2018

Location/Mail Address: Town of Loxahatchee Groves
Office of the Town Clerk
155 F Road
Loxahatchee Groves, Florida 33470

Sealed written Proposals must be received by the Town of Loxahatchee Groves; Town Clerk's Office, no later than the date, time and at the location indicated above for the Request for Proposals Submission. Submittal of Response by fax is not acceptable. One (1) electronic (DVD) copy and Seven (7) copies of your Proposal and response forms must be returned to the Town or your Proposal may be disqualified.

NOTE: This Proposal does not constitute an order for the goods or services specified. The number of copies requested in this Proposal together with completed Response Forms must be returned.

Publish: Palm Beach Post
December 15, 2017

REQUEST FOR PROPOSAL

TOWN ROAD CAPITAL AND MAINTENANCE SERVICES SPECIAL ASSESSMENT PROGRAM STUDY REPORT

The Town of Loxahatchee Groves is soliciting proposals from qualified entities for review and study of Town Road Capital and Maintenance Services special assessments on real property within the Town. Currently, the Town is comprised of 1,572 parcels or approximately 8,000 acres. The Town provides limited road maintenance services to all 56.427 miles or roads that comprise the Town's Road System. Since 2008, the Town has funded limited road capital and maintenance services through the use of State Shared Revenues received through the First Local Option Gas Tax, and the Second Local Option Gas Tax.

In order to provide for increased services as requested by the residents, the Town is looking for an equitable sharing of a baseline expense for all parcels.

The Town is interested in reviewing legally defensible alternatives for the implementation of this new special assessment, with a goal of recovering costs allocable to such properties and to create a rate structure associated with providing increased Town road capital and maintenance services for all parcels within the Town.

The scope of services to be performed includes reviewing services to be provided by the Town, and proposing a legally defensible methodology to collect special assessments from all properties within the Town. The Town requires a preliminary report on the feasibility of a methodology and a description of the methodology no later than January 30, 2018.

Should the Town Council direct Town Management to proceed with further review and to develop the methodology and rate structure and provide a final report, a schedule for implementation of such shall be agreed upon at that time. The Town will require a written Final Report providing findings to support the methodology, as well as describing the proposed methodology and setting forth proposed assessment rates.

Qualified responders will be expected to have provided similar work for local governments in Florida in the past five (5) years, and demonstrate knowledge of legal criteria for valid special assessments. A Response to this proposal shall include identifying the persons that will be responsible for the work, a description of the tasks that will be completed by the proposer, references, a proposed fee structure for the work, and a proposed engagement letter or agreement outlining other terms the proposer is requesting in order to be retained by the Town to complete the work.

The Town Manager or a selection committee may review the responses and recommend an award to the Town Council using the criteria included in the RFP (See Item 16 entitled "Evaluation Criteria").

ALL RESPONSES ARE DUE NO LATER 2:00 PM, JANUARY 30, 2018 AT THE OFFICE OF THE TOWN CLERK, 155 F ROAD, LOXAHATCHEE GROVES, FLORIDA 33470. ALL RESPONSES WILL BE PUBLICLY OPENED AT THAT TIME AND PLACE.

All Proposal Forms must be executed and submitted in sealed envelopes as instructed in the General Terms and Conditions. One (1) electronic (DVD) copy and Five (5) copies of your Proposal and Forms must be returned to the Town or your Proposal may be disqualified. The face of the main sealed envelope shall contain proposer's name and return address, RPB Number, Proposal Title, RFP opening date and time:

RFP No. 2017-08
RFP Title: Road Capital and Maintenance Services Assessment Program Study and Report
RFP Opening Date: January 30, 2018

Proposals not submitted on the enclosed proposal forms shall be rejected. ANY DISPUTE OVER THE TIMELINESS OF A RESPONSE SHALL BE RESOLVED AGAINST THE PROPOSER.

RFP DEADLINE:
RFP'S are due in Town Hall Offices, 155 F Road, Loxahatchee Groves, FL 33470, on the date and at the time specified in the RFP. The DEADLINE FOR SUBMISSION must be and shall be scrupulously observed. It is the Proposer's sole responsibility to assure that its Proposal is complete and delivered at the proper time and place of the RFP deadline. Proposal's which for any reason are not so delivered will not be considered. Such Proposal's will be returned unopened. Offers by facsimile, telephone, or electronic means are not acceptable. A Proposal may not be altered by the proposer after the deadline.

1. ADDITIONAL INFORMATION:
All questions relating to this solicitation shall be submitted via email to **Virginia Walton, Town Clerk** at **vwalton@loxahatcheegrovesfl.gov**. For a question to be considered, the subject line of the e-mail must state the following: "**Road Capital and Maintenance Services Special Assessment RFP 2017- **". Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number.

1.6 CONE OF SILENCE

Bidders are advised that a Cone of Silence that prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between Bidders or any person representing the Bidders and any member of the Town Council, their staff, any employee authorized to act on behalf of the TOWN to award the contract under this Bid, or any member of the selection committee authorized to evaluate the Bids is in effect.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-Bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Town Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between Town staff and intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and Town staff or any written correspondence at any time with Town staff, Town Council members, or selection committee members, unless specifically

prohibited by the applicable competitive solicitation process.

The Town Council by means of action taken at any properly noticed Town Council meeting may invoke the cone of silence earlier than the time specified in this section for any procurement. Any violation of this condition will result in rejection and/or disqualification of the Respondent.

This "No-Lobbying Provision" is in effect from the date of publication or the RFP, December 15, 2017, and shall terminate at the time the Town Council selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER (INSERT DATE & TIME). ONLY QUESTIONS RELATED TO THE ANSWERS PROVIDED IN ADDENDUM WILL BE ADDRESSED IN, IF NECESSARY.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Proposers are cautioned that any written, electronic, or oral representations made by any Town representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Town Manager.

2. Road Capital and Maintenance Services Assessment RFP 2017-08 :

RFP Issuance	December 15, 2017
Deadline for submission of questions	January 9, 2018, 2:00 PM
Addendum Issuance, (if applicable)	January 15, 2018
Proposals Due	January 30, 2018, 2:00 PM
Town Council Contract Award	February 6, 2018, 700 PM (Tentative)
Commencement of Work	TBD

3. INFORMALITIES:
The Town of Loxahatchee Groves reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a proposal insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods, services and/or construction being procured. If insufficient information is submitted for the Town to properly evaluate the proposal by a offeror, The Town of Loxahatchee Groves reserves the right to require such additional information as it may deem necessary after the proposal opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

4. AUTHORITY TO TRANSACT BUSINESS:
Any offeror organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Town of Loxahatchee Groves as a domestic or foreign business entity. Any offeror that is not required to be authorized to transact business in the Town shall include in its proposal a statement describing why the offeror is not required to be so authorized. The Town may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in Florida. Failure of a prospective and/or successful offeror to provide such documentation shall be grounds for rejection of the proposal or cancellation of the award.

5. PROPOSAL WITHDRAWAL PRIOR TO PROPOSAL OPENING:
No proposal may be withdrawn after it is filed with the Town Clerk unless the offeror makes a request in writing to the Town of Loxahatchee Groves prior to the time set for the opening of Proposals.

6. WITHDRAWAL OF PROPOSAL FROM CONSIDERATION AFTER PROPOSAL OPENING:
After the opening of a proposal, a offeror may withdraw its proposal from consideration if the price of the proposal is substantially lower than other Proposals due solely to a mistake therein, provided the proposal is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. No partial withdrawals of Proposals will be permitted after the time and date set for proposal opening. The offeror must give notice in writing to the Town of Loxahatchee Groves of a claim of right to withdraw a proposal and provide all original work papers, documents and other materials used in the preparation of the proposal sought to be withdrawn, within two (2) business days after the date of proposal opening. A proposal may also be withdrawn if The Town fails to award or issue a notice of intent to award the proposal within ninety (90) days after the date fixed for opening Proposals.

7. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION:
Multiple Proposals received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an offeror is interested in more than one (1) proposal for a solicitation both as an offeror and as a subcontractor for another offeror will result in rejection of all Proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Proposers submitting a proposal for the work. Any or all Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Proposers rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

8. CONTRACT AWARD IN THE BEST INTEREST OF THE TOWN:
The Town of Loxahatchee Groves reserves the right to accept or reject all proposals, waive informalities or irregularities therein and to contract as the best interest of the Town may require in order to obtain the firms that best meet the needs of the Town, as expressed in this RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to the Town. The Town reserves the right to negotiate the modification of terms and conditions with the offeror offering the best value to the Town in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

9. NOTICE OF DECISION TO AWARD:
When the Town has made a decision to award a contract, an e-mail with a Notice of Decision to Award will be sent to all offerors, using the email address provided in the Proposal Form.

10. INSURANCE REQUIREMENTS:
Review this section carefully with your insurance agent or broker prior to submitting a proposal or proposal. See the Insurance Checklist (part of the Proposal or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the Town and the Contractor.
Prior to award of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the Town Buyer evidence indicating that the Contractor has in force the coverage and endorsements

(collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the State of Florida, with an A.M. Best rating of "A-VII", and as acceptable to the Town. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below is adequate to protect its interest. The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

a. **Workers Compensation** - Florida Statutory Workers Compensation (W/C) coverage including Florida benefits and employers liability with limits of $100,000/100,000/500,000.

b. **Commercial General Liability** - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations. General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

1. General aggregate limit is to apply per project;
2. Premises/Operations;
3. Actions of Independent Contractors;
4. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
5. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract. The general aggregate limit shall apply to this Contract;

c. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;

11. Business Automobile Liability - $300,000 Combined Single Limit (Owned, non-owned and hired).

12. Project Approach and Understanding

a. Offerors shall detail their understanding of the scope of this RFP and technical requirements and the proposed approach to fulfil the requirements of this RFP.

13. Credentials of the Proposed Project Team

a. A list of key personnel proposed to be assigned to perform Work under the Contract, including direct supervisors and key technical personnel, account manager(s) and staff;
b. Individual resumes with office locations for the assigned staff and identification of role in the requested scope of work, including subcontractors.
c. The name of the proposed contract administrator and a description of his or her experience with similar contracts, including contracts with public sector organizations;
d. The name of the individual who will be responsible for customer service and problem resolution for the Offeror and a description of his or her relevant experience; and
e. The key personnel named in an Offeror's Proposal shall remain on the Contract throughout the term of the Contract. No diversion or replacement may be made without the prior approval by the Town Manager.

14. Proposed Project Schedule

The Town expects to conduct the Project over a period of no longer than four (4) months. Offeror shall submit a proposed schedule to complete the entire project within this time period. The project schedule shall address the proposed scope of work and include an approximate timeline for completing each of the individual tasks and deliverables for that task as described in the scope of work. Demonstrate project team's capability of timely response and ability to meet milestones.

15. Price

A detailed fee proposal should be submitted in the following format. The fee proposal shall be submitted in a separate sealed envelope from your submitted proposal package.

a) Outline of individual tasks in the scope of work
b) Hourly rates and the number of hours by task assigned to individual members of the team
c) Work assigned to subcontractors
d) List of direct expenses (i.e. duplication, printing, express mail, etc.) has to be specific

16. Evaluation Criteria:

a) Experience- 15%
b) Project Approach- 15%
c) Credentials- 10%
d) Schedule- 20%
e) Price- 40%

17. Compliance with Contractual Terms and Conditions -

Provide a definitive statement of intent to comply with Contract Terms and Conditions as defined in this RFP. If proposed Terms and Conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or Town regulations may be grounds for disqualification of the proposal.

Offerors taking exception to the Contract terms and conditions or intending to propose additional or alternative language must:

a. Identify with specificity the Town terms and conditions to which they take exception or seek to amend or replace; and

b. Include and additional or different language with their proposal.

18. Acknowledgment of Insurance Requirements

a) The Offeror, by signing and including the Town Checklist Form in its Proposal, acknowledges that it has read and understands the insurance requirements for the RFP.

b) The Offeror must submit evidence of required insurance coverage in the response to this request.

19. (W-9) Request for Taxpayer Identification Number and Certification Form

20. Signed and notarized forms included in this request.

PROPOSAL FORM

THE FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

SUBMITTED BY: **Munilytics**
(Legal Name Of Entity)

FORMER NAMES: **NA**
(Insert all other names that this entity has been known by in the past 5 years)

AGE OF THE ENTITY: **14**
(How many Years this entity has been in business under the current name?)

PRINCIPAL PLACE OF BUSINESS: **Davie, Florida**

FAX NO. **954-903-0712**

TELEPHONE NO. **954-903-0712**

CORPORATE WEBSITE **www.munilytics.biz**

DUNS NUMBER:

FORM OF OWNERSHIP:
__X__CORPORATION; _____GENERAL PARTNERSHIP; _____UNINCORPORATED ASSOCIATION; _____LIMITED LIABILITY COMPANY; _____LIMITED PARTNERSHIP; _____SOLE PROPRIETORSHIP

WHERE THE ENTITY WAS FORMED: **Florida**

(INSERT NAME OF STATE)

CONFLICT OF INTEREST STATEMENT:

I, the person whose name is subscribed below, am a duly authorized representative and agent of the entity submitting this proposal in response to its Solid Waste Assessment RFP 2017-03. On behalf of the Offeror: Certify that neither the Offeror nor any affiliated firm, parent entity or subsidiary, has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Town of Loxahatchee Groves, as a result of this solicitation.

Affirm that if the Offeror awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the Town, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the Town as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

FIRM'S NAME:

SIGNED BY: /s/ Christopher Wallace DATE: 1/30/2018

NOTARY STATEMENT

TOWN OF LOXAHATCHEE GROVES / STATE OF Florida)

CITY/COUNTY OF Broward) to wit:

I, the undersigned Notary Public in and for the State and County of aforesaid, hereby certify that on

_____, 201_, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed above, appeared before me as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

_____

(Seal)

Notary registration number: Original has been signed and notarized

My commission expires: _____

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal form this day of _____, 2018.

By: _____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Printed Name

_____
Witness

_____
Printed Name

_____
Business Address

_____
Town/State/Zip

_____
Business Phone Number

State of_____
County of _____

The foregoing instrument was acknowledged before me this _____day of _____ 2018, by _____, who is personally known to me or who has produced as identification and who did not take an oath.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

TN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this day of _____, 2018.

_____
Printed Name of Firm/consultant

By:_____
Signature of Owner

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
Town/State/Zip

_____
Business Phone Number

State of_____
County of _____

The foregoing instrument was acknowledged before me this_ day of____, 2018, by _____, who is personally known to me or who has produced

_____ as identification and who did not take an oath.

_____
NOTARY PUBLIC

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ___ day of _____, 2018.

_____
Printed Name of Partnership

By: _____
Signature of General or Managing Partner

_____
Witness

_____
Printed Name of partner

_____
Witness

_____
Business Address

_____
Town/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by

_____ who is personally known to me or who has

Produced _____ identification and who did not take an oath.

_____
NOTARY PUBLIC

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 30th day of January, 2018.

Munilytics
Printed Name of Corporation

Florida
Printed State of Incorporation

By: /s/ Christopher Wallace
Signature of President or other authorized officer

Original Is Sealed
(CORPORATE SEAL)

Christopher Wallace
Printed Name of President or other authorized officer

ATTEST:

7320 Griffin Road, Ste. 102
Address of Corporation

By /s/ Risa Wallace
Secretary

Davie, FL 33314
Town/State/Zip

954-903-0712
Business Phone Number

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 30th day of January, 2018, by Christopher Wallace, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Original Has Been Signed and Notarized
NOTARY PUBLIC

CONTACT INFORMATION WORKSHEET

COMPANY/AGENCY/FIRM NAME: Munilytics

ADDRESS: 7320 Griffin Road, Ste. 102, Davie, FL 33314

BUSINESS EMAIL ADDRESS: chrisw@munilytics.biz PHONE No.: 954-903-0712

CONTACT PERSON & TITLE: Christopher Wallace, President

CONTACT EMAIL ADDRESS: chrisw@munilytics.biz PHONE No.: 954-903-0712

BUSINESS HOURS: 8:30-5:00 M-F, Eastern

BUSINESS ~~LEGAL STATUS~~: (circle one)
CORPORATION / PARTNERSHIP / JOINT VENTURE /OTHER
~~If Other, please~~ explain: _____

BUSINESS IS A: (circle one)
PARENT / SUBSIDIARY / OTHER
Please explain _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: 2013

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): 7320 Griffin Rd, Ste. 102, Davie, FL 33314

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

Christopher Wallace	President	954-903-0712
(First, Last Name)	(Title)	(Contact Phone No.)
NA		
(First, Last Name)	(Title)	(Contact Phone No.)
NA		
(First, Last Name)	(Title)	(Contact Phone No.)

CONTACT'S SIGNATURE: /s/ Christopher Wallace DATE: 1/29/2018
Original Has Been Signed

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CERTIFICATION OF SOLICITATION REQUIREMENTS

COMPANY NAME: Munilytics

ADDRESS: 7320 Griffin Road, Ste. 102, Davie, FL 33314

TELEPHONE: 954-903-0712

SIGNATURE: _____

DATE: 1/29/2018

We, the undersigned have carefully read and understand all the requirements of the solicitation.

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

/s/ Christopher Wallace
Original Has Been Signed
VENDOR'S SIGNATURE

Munilytics
NAME OF COMPANY

Christopher Wallace
VENDOR (Print Name)

(0d206954.1 1574-1107592)

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Broward)

Christopher Wallace being first duly sworn, deposes and says that:

(1) He/she is the Officer/President Owner, Partner, Officer, Representative or Agent) of the Responder that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm/consultant, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm/consultant, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Responder, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by an y collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of

_____ By: /s/Christopher Wallace
Original Has been Signed

_____ Christopher Wallace, President
Printed Name and Title)

SWORN TO and subscribed before me this 30th day of January, 2018 by Christopher Wallace who is personally known to me or who has produced _____ as identification.

Original Has Been Signed and Notarized
Notary Public

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to **Town of Loxahatchee Groves, Florida,** by **Christopher Wallace, President,** for **Munilytics,** whose business address is **7320 Griffin Road, Ste. 102, Davie, Florida,** and (if applicable) its Federal Employer Identification number (FEIN) is **56-2328879** (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: **NA**

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

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

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies

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To transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florid a, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

By: /s/ Christopher Wallace
Original Has Been Signed

(Printed Name) Christopher Wallace

(Title) President

State of Florida
County of Broward

SWORN TO and subscribed before me this 30th day of, January 2018 .

Personally known____or Produced Identification

Original Has Been Signed and Notarized
NOTARY PUBLIC

ANTI-KICK BACK AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Loxahatchee Groves, its elected officials, and or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my fiml or by an officer of the corporation.

By: /s/Christopher Wallace
Original Has Been Signed

Christopher Wallace
Printed Name

State of Florida
County of Broward

SWORN TO and subscribed before me this 30th day of January, 2018.

Original Has Been Signed and Notarized
NOTARY PUBLIC

Personally known____
or Produced Identification

ACKNOWLEDGMENT

I have carefully examined the Request for Proposal form agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of not less than 90 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the film is read y, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town of Loxahatchee Groves or any other Responder is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub- contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of36 months from the date of being placed on the convicted vendor list.

State of Florida
County of Broward

/s/ Christopher Wallace
Original Has Been Signed

The foregoing instrument was acknowledged before me this 30th day of January, 2018, by

Christopher Wallace, who is personally known to me or who has produced

_____ as identification and who did not take an oath.

Original Has Been Signed And Notarized
NOTARY PUBLIC

Pertinent References Provided Earlier In Proposal

REFERENCES

1. Name:

   Address:

   City/State/Zip: _____

   Telephone Number: _____

   Relationship: _____

2. Name:

   Address: _____

   City/State/Zip: _____

   Telephone Number: _____

   Relationship: _____

3. Name _____

   Address:_____

   City/State/Zip: _____

   Telephone Number: _____

   Relationship: _____

GOREN CHEROF
DOODY & EZROL P.A.
ATTORNEYS AT LAW

April 23, 2019

Via E-Mail
Mayor Robert Shorr
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Goren, Cherof, Doody and Ezrol, P.A./ Resignation as Legal Counsel to the Town of Loxahatchee Groves

Dear Mayor Shorr:

It is with great respect and deference to you, the Council Members, and the Town of Loxahatchee Groves, that the law firm of Goren Cherof Doody and Ezrol, PA, hereby tenders our resignation as Town Attorney to the Town of Loxahatchee Groves. It has been both an unequivocal honor and a privilege for me, and our law firm, to serve as your legal counsel for these many years. There comes a time in a professional relationship, and particularly with the advent of new leadership at the Town, that precipitates our decision. We will carefully and considerately follow the Rules Regulating the Florida Bar under Rule 4-1.16 in transitioning our role and relationship to your new legal counsel.

Please allow this letter to serve as our formal 30-days of written notice pursuant to our Amended Agreement for Legal Services.

We wish you, the Town Council, and the Town of Loxahatchee Groves the greatest of success in all of its endeavors.

Sincerely yours,

MICHAEL D. CIRULLO, JR.
For the Firm

CC: Members of the Town Council *via e-mail*
Jamie Titcomb, Town Manager *via e-mail*

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Please reply to Fort Lauderdale Office

Fort Lauderdale Office
3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308. T 954-771-4500 | F 954-771-4923

Delray Beach Office
76 N.E. Fifth Avenue, Delray Beach, FL 33483. T 561-276-9400

www.Gorencherof.com

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ORDINANCE NO. 2019-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CODIFYING THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT SPECIAL ACTS AS ORDINANCES OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO CHAPTER 2018-245, LAWS OF FLORIDA; AMENDING THE LANGUAGE FROM THE SPECIAL ACTS TO CONFORM TO THE PROVISIONS OF CHAPTER 2018-245 AND TO THE DISTRICT NOW BEING A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, AS REFLECTED ON EXHIBIT "A" HERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2018-245, Laws of Florida, the former independent Loxahatchee Groves Water Control District ("District") was converted into a dependent district of the Town of Loxahatchee Groves upon the approval of the conversion by the landowners in the District in a referendum conducted in June, 2018; and,

WHEREAS, Chapter 2018-245 provided that upon approval of the conversion of the District from an independent district to a dependent district of the Town, the provisions of the district's special acts (Chapters 99-425, 2004-410, 2011-257, 2014-246, and 2014-247, collectively the "Special Acts") would be converted into ordinances of the Town of Loxahatchee Groves; and,

WHEREAS, the Town Council finds it in the best interest of the Town to codify the provisions of the Special Acts and to amend the language in the Special Acts to conform to the provisions of Chapter 2018-245 and to the district now being a Dependent District of the Town of Loxahatchee Groves.

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

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

Section 2. The Town Council as the Town of Loxahatchee Groves adopts this ordinance to codify the provisions of Special Acts of the Loxahatchee Groves Water Control District, which, pursuant to Chapter 2018-245, Laws of Florida, were converted into ordinances of the Town of Loxahatchee Groves upon the approval of the conversion of the formerly independent Loxahatchee Groves Water Control District to a dependent district of the Town of Loxahatchee Groves, and as amended, as attached hereto as Exhibit "A".

Section 3. **Severability.** If any clause, section, or other part of this Ordinance 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 Ordinance.

Section 4. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5. **Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____, 2019.

_____offered the foregoing ordinance _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
_____, MAYOR	□	□	□
_____, VICE MAYOR	□	□	□
_____, COUNCILMEMBER	□	□	□
_____ COUNCILMEMBER	□	□	□
_____, COUNCILMEMBER	□	□	□

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Mayor

ATTEST:

_____
Town Clerk

_____
Vice Mayor

_____
Councilmember

_____
Councilmember

APPROVED AS TO LEGAL FORM:

_____
Town Attorney

_____
Councilmember

EXHIBIT "A"

~~CHAPTER 99-425~~

~~Be It Enacted by the Legislature of the State of Florida:~~

~~Section 1. Chapter 76-455, Laws of Florida, as amended, is codified, reenacted, amended and repealed as herein provided.~~

Section 1~~2~~. The Loxahatchee Groves Water Control District ~~is re-created and reenacted to read:~~

~~Section 1.~~ A. Name and duration of district.— The District is a dependent district of the Town of Loxahatchee Groves. The name of ~~Loxahatchee Sub-Drainage District, created by chapter 298, Florida Statutes, is changed to Loxahatchee Groves Water Control District, hereinafter known as~~ the District shall be Loxahatchee Groves Water Control District. The corporate life of the Loxahatchee Groves Water Control District is extended perpetually.

B. Board of Supervisors.--- The Town Council shall serve as the Board of Supervisors for the District.~~Section 2. Landowner's meeting and election of supervisors.~~

~~a. Election of supervisors. Every year in the same month that a supervisor's term expires as provided in ss. 298.11 and 298.12, Florida Statutes, the district shall call a meeting of the landowners in the district for the purpose of electing a supervisor for such vacancy or existing vacancies. There shall be one ballot for each vacancy. To be elected, a candidate must have a majority of the votes on that ballot. In the event no candidate receives a majority of votes on the first ballot, a run-off ballot shall be held between the two candidates receiving the highest number of votes on the first ballot.~~

~~b. Number of votes; voting. At such election, each and every owner of land in the district shall be entitled to vote, in person or by proxy in writing duly signed. Each landowner shall be entitled to one vote for every acre of land owned by him or her within the district. Landowners owning less than 1 acre shall be entitled to one vote. Where land is held in any form of joint ownership; votes may be cast by one owner only. Landowners with more than 1 acre are entitled to one additional vote for any fraction of an acre greater than ½ acre, when all of the landowners' acreage has been aggregated for purposes of voting.~~

~~c. Quorum for landowners' meetings. At any landowners' meetings those owners of lands in the district present in person or voting by proxy shall constitute~~

~~a quorum.~~

~~d. Membership of the board of supervisors. The board of supervisors of the district shall be increased from three members to five members.~~

~~e. Date of landowner's meeting; notice of intent to be elected. Notwithstanding any provision of s. 298.12, Florida Statutes, to the contrary, for all elections held after 1999, in order for a person to be elected as a supervisor of the district, that person must notify the Supervisor of the Board of Elections of Palm Beach County of his or her intent to be elected as a supervisor at least 90 days prior to the annual landowner's meeting, which shall take place on the 4th Monday of June each year. The date of annual landowner's meeting may be changed by majority of the board of supervisors of the district provided that such change occurs at least 150 days prior to the newly selected date of the landowner's meeting and further provided that notice of such change of the date of the landowner's meeting shall be published once a week for 2 consecutive weeks in a newspaper of general circulation in the county in which the lands of the district are located, with the first such publication to be not less than 10 nor more than 15 days after the vote of the board of supervisors to change the date of the annual landowner's meeting. No person who has not timely provided notice to the supervisor of elections of his or her willingness to be elected, as set forth above in this section, may be elected as a supervisor of the district, unless no individuals or unless fewer individuals than the number of seats available for election, have timely provided notice to the supervisor of elections, in which event the provisions of s. 298.12(1), Florida Statutes, shall control. If the number of persons timely providing notice to the supervisor of elections is less than or equal to the number of seats for which supervisors are to be elected in that year, then those individuals providing timely notice shall be deemed elected as supervisors as of the date of the annual landowner's meeting and no election, or notice of such election, shall be held. If the length of terms varies for those persons who timely provide notice, the length of terms will be assigned by lot. If the number of persons timely providing notice to the supervisor of elections is less than the number of seats for which supervisors are to be elected in that year, then the individual or individuals providing timely notice shall be deemed elected as set forth in this subsection and the seat or seats for which persons have not filed will be subject to election pursuant to the provisions of s. 298.12(1), Florida Statutes. In such event, if the length of terms are different, the person or persons timely providing notice to the supervisor of elections shall be deemed elected to the longer or longest term. If the number of persons providing timely notice to the supervisor of elections exceeds the number of seats for which supervisors are to be elected that year, then elections shall proceed forward at the annual landowner's meeting in accordance with the provisions of s. 298.12(1), Florida Statutes, as may be modified by this act. In the event that pursuant to this subsection an election is not required, notice as set forth in s. 298.12, Florida Statutes, for the annual meeting need not be**

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~~provided so long as the annual meeting has been included among the meetings properly noticed under the requirements of s. 189.417, Florida Statutes.~~

~~Section 3.~~ C. Levy of assessments.—Levy of assessments of land less than 1 acre. In the levying and assessing of all assessments by the Loxahatchee Groves Water Control District, Palm Beach County, created under chapter 298, Florida Statutes, each tract or parcel of land less than 1 acre in area shall be assessed as a full acre.

~~Section 4.~~ D. Powers of the district.—

a. In addition to the powers provided for in chapter 298, Florida Statutes, the Loxahatchee Groves Water Control District shall have the power to maintain roadways and roads necessary and convenient for the exercise of the powers or duties or any of the powers or duties of the district or the supervisors thereof in coordination with the Town; and in furtherance of the purpose and intent of this orginance~~act~~ and chapter 298, Florida Statutes, in coordination with the Town, to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the reclamation operations of the district, including all the roads shown on the replat of Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records; and to provide funds for this purpose in its annual levy of district assessments.

b. The Board of Supervisors of the Loxahatchee Groves Water Control District ~~in Palm Beach County~~, is hereby authorized, empowered, and permitted, in coordination with the Town, to expend funds of the district to pay for engineering studies and plans for the purpose of developing a road improvement program for the construction, maintenance, improvement, and repair of dedicated roads and road rights-of-way, including the swales thereof, within the district.

c. In addition to the powers of Loxahatchee Groves Water Control District, hereinafter referred to as the "district," elsewhere provided by general or special law, or ordinance or resolution, the district shall have the power, incoordination with the Town, to construct, maintain, improve, and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or the board of supervisors thereof, including, but not limited to, all the roads shown on the replat of Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records, or to provide access to and development of areas within the district, or both; to provide funds for such construction, maintenance, improvement, or repair through the levying of assessments pursuant to chapter 298, Florida Statutes, or this ordinance~~act~~ , or both; and to acquire land, including any interest therein, by purchase, gift, exchange, or

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eminent domain, for such construction, maintenance, improvement, or repair. ~~The board of supervisors of the district, at its discretion, may accept for dedication a road within the boundaries of the district pursuant to the following procedures:~~

~~(1) The landowners possessing the easements to such road must petition in writing the board for dedication of the road, with those signing the petition agreeing to give the district their respective easements at no cost to the district, pursuant to policies established by the district.~~

~~(2) At least a simple majority of landowners on the road, on a per-acre basis, must petition the board to dedicate the road.~~

~~(3) The board of supervisors of the district shall then determine whether or not to accept such petition. If the board determines to accept the petition, the district will then project all estimated costs involved in planning, designing, and building the road or improving the existing road to meet specifications acceptable to the district, including therewith the cost of improving or replacing any culvert crossing or bridge that connects the road to be dedicated to an existing district road or roads, the cost of any eminent domain proceeding to obtain road easements from those landowners who did not sign the petition and to give the district their respective easements, the cost of establishing the special taxing unit, and any other costs anticipated to be incurred by the district as a result of any action involved with such dedication.~~

~~(4) The estimated cost information shall then be provided to the affected landowners and a referendum shall be held among those landowners to create a special taxing unit, consisting of all of the benefited land contiguous to and inclusive of the road to be dedicated to cover such cost. Upon passage of the referendum by majority vote, on a per-acre basis, the district shall create a special taxing unit and levy assessments for the costs as set forth in paragraph (3).~~

~~(5) The district shall then acquire by sale or through eminent domain, under chapters 73 and 74, Florida Statutes, as amended from time to time, the necessary easements and build the road or make the necessary improvements to the existing road to meet all district specifications.~~

~~(6) Thereafter, the road shall be dedicated to the district and maintained by the district under its general maintenance assessment~~.

Notwithstanding anything contained herein, the district's ability, under chapter 298, Florida Statutes, to create and assess units of development shall be unaffected.

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d. The powers granted in this section may be exercised without the necessity of modifying or amending the water control plan for the district.

e. The powers set forth in this section shall be exercised by resolution adopted by a majority of the membership of the board of supervisors. , ~~but the board of supervisors shall not authorize the construction of any new road or roadway or the improvement, other than routine maintenance, of any existing roadway within the district, except pursuant to a vote in favor of such construction or improvement by a majority of the votes cast at a meeting of the owners of lands within the district to be affected by such construction or improvement. The board of supervisors shall, prior to authorizing any such construction or improvement, determine what lands within the district would be affected by such construction or improvement, provided that any lands upon which drainage assessments or special assessments would be levied to finance such construction or improvement shall be deemed to be affected and shall thereafter cause notice to be given to all such landowners of a meeting of landowners to be held for the purpose of voting upon such construction or improvement; at such meeting, each owner of land to be affected by such construction or improvement, present in person or by proxy, shall be entitled to one vote for each acre of such land or fraction thereof within the district owned by such owner. Notice of a meeting of landowners hereunder shall be given in the same manner as provided by law for the giving of notice of the annual meeting for the election of supervisors.~~

ef. The board of supervisors, in the exercise of powers pursuant to this ~~act~~ordinance, may establish different special assessment areas within the district according to the benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.

fg. The district shall have the power to adopt, by resolution, a uniform standard for culvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights-of-way of, the district. If the district so establishes a uniform standard, the district shall by resolution adopt procedures:

(1) Which shall require notice of such uniform standards to be given to persons owning lands upon which, adjacent to, or, to the best of district's knowledge, using any culvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights-of-way of, the district and to such other persons as the board of supervisors shall deem to be necessary or desirable, or both.

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(2) Which shall authorize granting permits for culvert crossings, bridges, culverts, or other drainage systems, or pursuant to such uniform standards, and the district may allow for permits to be applied for by a single landowner or by multiple landowners, provided that in the case of multiple landowners, such landowners establish a single entity to represent all such landowners to apply for and obtain the permit and construct and maintain the culvert crossings, bridges, culverts, or other drainage systems, subject to review by the district to ensure that said entity has the legal authority to assess such landowners for the cost of construction and maintenance of such culverts, drainage systems, culvert crossings, or bridges, that such power to assess runs with the land of the landowners creating the entity, and that the district can enforce such assessment power if necessary.

(3) Which shall, except as hereinafter provided, require as to culverts or other drainage systems not less than 60 days' written notice to be given to persons owning lands upon which any, culverts, or other drainage systems exist in violation of any such uniform standards prior to the taking of any enforcement action by the district.

Less than 30 days' notice, in writing or otherwise, of violations of the uniform standards may be provided in emergency situations.

If, after such notice pursuant to this paragraph, any landowner shall fail to conform to such uniform standards, the district may enter upon such lands and take such action as necessary to cause such violation to be corrected and may assess the owner of such land for the district's costs in connection therewith.

Upon the failure of any property owner to pay any assessment levied by the board of supervisors pursuant to paragraph (4) hereinafter within 30 days of receipt by such owner of notice of said assessment, the district shall have a lien on all lands and premises affected thereby. To the extent permitted by law, ~~S~~such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to s. 55.03, Florida Statutes, per year and shall, until paid, remain in effect in perpetuity.

(4) Which shall provide that in the event any culvert crossing or bridge, whether or not permitted by the district, is determined by the district to be restricting the normal conveyance of water in a district canal, the district shall notify the permit holder of said structure, or if there is no permit on file with the district for said structure, the district shall notify the landowner or landowners using

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such structure that the following options are available regarding the structure:

(a) The structure may be repaired, by the permit holder or the landowner or landowners using the structure, in conformance with current district standards (as determined by a licensed engineer), including obtaining a permit from the district pursuant to its uniform standards and procedures.

(b) The structure may be abandoned and removed by the permit holder at its expense or, if the structure has not been permitted, the district shall remove the structure and the district shall not be liable to any person or entity that uses such structure for its removal.

(c) The landowner or landowners using such structure may apply for a permit to construct a conforming replacement structure. This process shall require obtaining a permit issued by the district pursuant to its uniform standards and procedures, said permit to be contingent upon the removal of the nonconforming structure and the construction of a replacement structure at the sole expense of said landowner or landowners.

(d) With respect to subparagraphs (a) and (c), in the event that there are multiple landowners involved, the landowners may establish a single entity as set forth in paragraph (2) to represent all such landowners.

(e) Alternatively, the affected landowners may request the district, via referendum of the landowners utilizing the structure, upon a majority vote of such landowners, on a per-acre basis, to establish a special taxing unit of all such landowners to pay a special assessment to cover the initial costs, including, but not limited to, engineering fees, removal cost, repair or replacement construction cost, dedication of adjoining road, and permit fees and the structure shall thereafter be a district-owned structure maintained by the district.

(f) The permit holder of a structure restricting the normal conveyance of water in a district canal, or if said structure is unpermitted, the landowner or landowners as reasonably determined by the district to be using such structure, shall have 60 days after notice is sent to respond to the district regarding which option set forth in this paragraph has been chosen and an additional 120 days to repair or remove said structure. If the district does not receive a written response within the first 60 days after the notice has been sent, the structure shall be reviewed by the district's board of supervisors, which may deem the structure to be abandoned. In emergency situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances.

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Notwithstanding any provisions contained in this subsection, the ability of the district's board of supervisors under chapter 298, Florida Statutes, to create and assess "units of development" shall be unaffected.

gh. The district shall have the power to require maintenance of any swale, drainage ditch, culvert, or canal connecting to any of the works of the district where lack of such maintenance adversely impacts the district, its operations, or any of its works. The board of supervisors shall cause notice to be given to any person owning land on which such a swale, drainage ditch, culvert, or canal is located in the event such maintenance is required and, if the requested maintenance is not performed within 30 days of said notice, unless extended by the board of supervisors, the district may go upon such property and perform said maintenance and assess the owner of the property for the district's cost thereof. Upon the failure of any property owner to pay any such assessment within 30 days of receipt by such owner of notice of the assessment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to s. 55.03, Florida Statutes, per year and shall, until paid, remain in effect in perpetuity.

hi. The board of supervisors of the district, in order to carry out any of the powers set forth in subsections c.-fg. may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors.

(1) The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided

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to existing improvements.

(2) Within 30 days after the adoption of the resolution, the board of supervisors shall cause said resolution to be published one time in a newspaper of general circulation in Palm Beach County.

(3) Upon the adoption of the resolution, the board of supervisors shall cause to be made an assessment roll in accordance with the method of assessment provided for in said resolution, which assessment roll shall be promptly completed and filed with the records of the board of supervisors. The lands assessed, the amount of the assessment against such lands, and, if said assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall be entered and shown on said assessment roll.

(4) On the completion of said assessment roll, the board of supervisors shall by resolution fix a time and place at which the owners of the property to be assessed, or any other persons interested therein, may appear before said board of supervisors and be heard as to the propriety and advisability of making such improvements or providing said services, as to the cost thereof, and as to the amount thereof to be assessed against each property so improved. Notice in writing of such time and place shall be given to the property owners.

(5) At a time and place named in the notice provided for in paragraph (4), the board of supervisors of the district shall meet as an adjustment board to hear and consider any and all complaints as to the special assessments and shall adjust the assessments on an equitable basis. After the special assessments are so adjusted and approved by resolution, such assessments shall stand confirmed and, until paid, shall remain legal, valid, and binding liens upon the property against which such assessments are made of equal dignity with the lien for county taxes. However, upon completion of the improvement, or provision of service to existing improvements, the board of supervisors shall credit to each of the assessments the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the actual cost of the improvement or service to be paid by special assessments as finally determined on the completion of the improvement or service, but in no event shall the final assessments exceed the amount of benefits originally assessed. Promptly after confirmation, the assessments shall be recorded in the public records of Palm Beach County and the record of the lien shall constitute prima facie evidence of its validity.

(6) The special assessments shall be payable at the time and in the manner

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

stipulated in the resolution authorizing the improvement or service. Such assessments shall remain liens, coequal in priority with the lien of county taxes, until paid. Assessments not paid when due shall bear interest at such rate or rates, not in excess of the maximum legal rate, prescribed by the board of supervisors in the resolution.

(7) Each annual installment of special assessments provided for shall be paid upon the date specified in said resolution, until the entire amount of said assessment has been paid, and, on the failure of any property owner to pay any annual installment due or any part thereof, or any interest on any delinquent payment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any state, county, or district taxes. Such lien shall, until paid, remain in effect in perpetuity.

(8) If any special assessment made under the provisions of this section to defray the whole or any part of the expense of any improvement or provision of any service is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the board of supervisors of the district is satisfied that any assessment is so irregular or defective that the same cannot be enforced or collected, or if the board of supervisors omitted to make such assessment when it might have done so, the board shall take all necessary steps to cause a new assessment to be made for the whole or any part of any improvement or service provided or against any property benefited by any improvement or service provided, following as nearly as possible the provisions of this ordinance~~act~~, and, in case such second assessment shall be annulled, the board of supervisors may obtain and make other assessments until a valid assessment is made.

(9) An informality or any irregularity in the proceedings in connection with the levy of any special assessment under this ordinance~~act~~ shall not affect the validity of the same where the assessment roll has been confirmed by the board of supervisors, and the assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the assessment roll were duly had, taken, and performed as required by this ordinance~~act~~; no variance from the directions hereunder shall be held material unless it is clearly shown that the party objecting was materially injured thereby.

(10) The district may levy assessments using the Uniform Method for the Levy,

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Collection, and Enforcement of Non-Ad Valorem Assessments ("Uniform Method") set forth in Florida Statutes. Compliance by the District with the requirements of the statutory Uniform Method shall be deemed to satisfy the procedural requirements in this subsection h.

ij. The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the District are subject to the limitations and requirements of the Town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this ordinanceact, and the resolution authorizing such bonds. The bonds shall be authorized by resolution or resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at a rate or rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such date or dates, and may mature at any time or times not exceeding 40 years from their respective dates, may be payable in such medium of payment, at such place or places within or without the State of Florida, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchaser or purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. The proceeds of the sale of any such bonds shall be used solely for the payment of the costs of the district incurred or to be incurred in carrying out the powers set forth in subsection c., subsection d., subsection e., subsection f., or subsection fg., and shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

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j~~k~~. All special assessments levied pursuant to this ordinance~~act~~ may, in the discretion of the board, be collected by the tax collector of Palm Beach County at the same time as the general county taxes are collected by the tax collector of Palm Beach County, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of Palm Beach County, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time or times as the board shall determine. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this ordinance~~act~~, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law.

E.~~Section 5~~ Permitting of hauling operations.—

a. Definitions.—As used in this ordinance~~act~~:

(1) "Haul" or "hauling" means to cart, pull, carry, or transport in a motor vehicle.

(2) "Town~~District~~" means the Town of Loxahatchee Groves ~~Water Control District~~.

(3) "Excavate" or "excavation" means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. Excavation excludes agricultural plowing and site grading and de-mucking in preparation for construction.

b. Application for hauling permit.—

(1) ~~In addition to the powers of the district elsewhere provided by general or special law, t~~The Town ~~district~~ shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the Town~~district or the board of supervisors~~ thereof pertaining to all roads and roadways maintained by the Town~~district, pursuant~~

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~~to its legislative authority,~~ to provide access to or to restrict the use of roads or roadways within the Town ~~district~~ for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a 1-year period to or from the property of any landowner.

(2) In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the Town ~~district~~:

(a) May require the following information to be supplied in an application for a hauling permit made to the Town ~~district~~;

(i) Name and address of proposed hauling operator.
(ii) Type and number of vehicles to be operated.
(iii) Origin and destinations of hauling load.
(iv) Description of routes upon which the hauling operation will be conducted.
(v) Dimensions and maximum total weight of hauling vehicles.
(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.
(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.
(viii) Approval of Palm Beach County's engineering department, if required.
(ix) Name and address of permit applicant, which shall be either the owner of the land within the Town ~~district~~ from which the material is excavated or transported to or the person or entity performing the excavation work in the Town ~~district~~, if the latter, the landowner must also sign the permit application.

(b) Shall require that the recipient of a hauling permit from the Town ~~district~~ coordinate with the Town ~~district~~ the hauling routes and the times during which hauling activities are permitted to take place.

(c) Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the Town or the D~~d~~istrict, including, but not limited to, Town ~~district~~ roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the Town ~~district~~ and any adjacent private property owners for any loss or damage occasioned by hauling activities.

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(d) Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.

(e) Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the Town ~~district~~ and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.

(f) May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.

(g) May adopt rules to implement the purposes of this section.

c. Liability.—

(1) Any person who, willfully or otherwise, hauls material on Town ~~district~~ roads or roadways shall obtain a hauling permit as required under this ordinance~~act~~ and shall not violate the conditions of any hauling permit that has been granted by the Town ~~district~~ pursuant to this ordinance~~act~~.

(2) Any person who willfully hauls excavated material on Town ~~district~~ roads or roadways without a hauling permit as required under this ordinance~~act~~ or who violates the conditions of a hauling permit granted pursuant to this ordinance~~act~~ is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the Town ~~district~~ for double the cost of repairing any resulting damage to the district's roads or roadways.

(3) Any person who willfully hauls excavated material upon the Town ~~district~~ roads or roadways without a hauling permit as required under this ordinance~~act~~, or in contravention of the conditions of a hauling permit granted pursuant to this ordinance~~act~~, shall be subject to a civil fine of up to $500 per occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under chapter 318, Florida

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Statutes, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under chapter 316, Florida Statutes.

(4) If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the Town ~~district~~ within 24 hours of receiving said notice, the Town ~~district~~ may repair such damage and assess the owner of the land in the Town ~~district~~ from which the material was excavated or to which the material was hauled for the Town's ~~district's~~ costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the Town ~~district~~ pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the Town ~~district~~ shall have a lien on all lands of such owner within the Town ~~district~~. To the extent permitted by law, s~~S~~uch shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or Town or District ~~district~~ taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or Town or District ~~district~~ taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to s. 55.03, Florida Statutes, per year and shall, until paid, remain in effect in perpetuity.

~~Section 6. Restriction on annexation. In view of the unique rural com- munity nature of the district and a recognition by the Legislature of the appropriateness of preserving the district as a unified community, no land within the boundaries of the district may be annexed by any municipality unless the municipality proposing to annex said land agrees to annex all of the real property composing the district and such annexation is subject to the provisions set forth in s. 171.0413, Florida Statutes, including, but not limited to, the requirement that the annexation be approved in a referendum vote by the registered electors living within the boundaries of the district. However, the restrictions on annexation in this section shall not apply to that portion of the district consisting of a parcel bounded by Southern Boulevard on the south, the southern boundary of the drainage/road right-of-way known as Collecting Canal on the north, Folsom/Crestwood on the east, and the western boundary of the Palms West Hospital property on the west, said parcel being more particularly described as follows:~~

~~A parcel of land located in the County of Palm Beach, State of Florida, to wit: The point of beginning being the intersection of the easterly line of Lot 4, Block K, Loxahatchee District, according to the plat thereof on file in the Office of the Clerk of the Circuit Court recorded in Plat Book 7,~~

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EXHIBIT "A"

~~Page 81, of the Public Records of Palm Beach County, Florida, and the southerly boundary of the "Collecting Canal" as shown on the Replat of Loxahatchee Groves Subdivision according to the plat thereof, recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida; thence easterly along said southerly boundary of the Collecting Canal to the easterly boundary of said Replat of Loxahatchee Groves; thence south along said easterly boundary line of the Replat of Loxahatchee Groves to the north right-of-way line of State Road 80, thence westerly along said northerly right-of-way line of State Road 80 to the easterly line of Lot 4, Block K, Loxahatchee District; thence northerly along said easterly line of Lot 4 to the Point of Beginning.~~

Section 7. Borrowing authority to deal with disaster.—To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a "disaster," as defined in s. 252.34(1), Florida Statutes, the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the Town, Palm Beach County, the Governor, or the President of the United States. The district may grant as security or collateral for borrowing under this section any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to s. 298.54, Florida Statutes, or both. This Section is subject to the limitations and requirements of the Town Charter.

~~Section 3. Except as specifically provided herein, chapter 76-455, Laws of Florida; chapter 79-540, Laws of Florida; chapter 82-355, Laws of Florida; chapter 86-432, Laws of Florida; chapter 87-519, Laws of Florida; chapter 88-502, Laws of Florida; and chapter 92-259, Laws of Florida, are repealed.~~

~~Section 4. In the event any section, or provision of this act is determined to be invalid or unenforceable, such determination shall not affect the validity of or enforceability of each other section and provision of this act.~~

~~Section 5. In the event of a conflict of the provisions of this act, with the provisions of any other act, the provisions of this act shall control to the extent of such conflict.~~

~~Section 6. This act shall take effect upon becoming a law.~~

~~Approved by the Governor May 26, 1999.~~

EXHIBIT "A"

~~Filed in Office Secretary of State May 26, 1999.~~

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

EXHIBIT "A"

~~2011-257~~

~~Be It Enacted by the Legislature of the State of Florida:~~

~~Section 1. Section 8 is added to section 2 of chapter 99-425, Laws of Florida, as amended by chapter 2004-410, Laws of Florida, to read:~~

F ~~Section 8~~. Dedication of width of certain roads within the district.-

a. Improvement of four public roads identified in paragraphs (1) through (4) was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterruptedly by the district or Town for 7 years, shall be dedicated through easement rights to the public pursuant to ~~this act~~Chapter 2011-257, Laws of Florida and §95.361, Florida Statutes. The four public roads subject to this section are as follows:

(1) "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.

(2) "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.

(3) "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.

(4) "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

b. The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection a. or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

c. This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

d. The Town of Loxahatchee Groves shall have traffic control jurisdiction over all public roads located within the district.

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e. All rights and privileges to these roads have been transferred to the Town. Nothing in this ordinance shall affect the Town's maintenance of these roads and their dedications pursuant to §95.361, Florida Statutes.

~~Section 2. This act shall take effect upon becoming a law.~~

~~Approved by the Governor June 2, 2011.~~

~~Filed in Office Secretary of State June 2, 2011.~~

{00271668.2 1574-0702400}

EXHIBIT "A"

~~2014-246~~

~~Be It Enacted by the Legislature of the State of Florida:~~

~~Section 1. Section 9 is added to section 2 of chapter 99-425, Laws of Florida, as amended, to read:~~

G~~Section 9~~. Roads presumed to be dedicated.—

a. When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for 7 years by the district or the Town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.
b. The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection a., or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.
c. This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.
d. The Town of Loxahatchee Groves shall continue to have traffic control jurisdiction over all public roads located within the district.
e. All rights and privileges to these roads have been transferred to the Town. Nothing in this ordinance shall affect the Town's maintenance of these roads and their dedications pursuant to §95.361, Florida Statutes.

~~Section 2. This act shall take effect upon becoming a law.~~

~~Approved by the Governor May 12, 2014.~~

~~Filed in Office Secretary of State May 12, 2014.~~

{00271668.2 1574-0702400}

EXHIBIT "A"

~~2014-247~~

~~Be It Enacted by the Legislature of the State of Florida:~~

~~Section 1. Section 10 is added to section 2 of chapter 99-425, Laws of Florida, as amended, to read:~~

H~~Section 10~~. Maintenance easements and use for public trail purposes.

To the extent permitted by Florida law:

a. When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterruptedly for 7 years, a maintenance easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

b. The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection a., or by any other means of acquisition, duly certified by the chair and secretary of the district shall be prima facie evidence of the district's easement rights.

c. For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the Town of Loxahatchee Groves to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

d. This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

~~Section 2. This act shall take effect upon becoming a law.~~

~~Approved by the Governor May 12, 2014.~~

~~Filed in Office Secretary of State May 12, 2014.~~

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MANAGER'S REPORT

Town Manager will present his report during Town Council Meeting.

District 17 The Town of Loxahatchee Groves

Monthly Report: April 2019

CAD Calls	Monthly
Business/Residence Checks	526
Traffic Stops	192
Calls for Service (Excluding 1061's)	402
All CAD Calls – Total	**928**

Traffic Summary	Monthly
Warnings (Written and Verbal)	149
Citations	82
Total	**231**

Data Source: Motorola Premier 1
*Omit Miscellaneous Calls

Summary: During the month of April, there were 928 generated calls within the district. 77% of these calls were self-initiated.

Crimes	Monthly
Murder	0
Shooting	0
Sexual Assault	0
Robbery	0
Burglary- Business	1
Burglary- Residential	0
Burglary- Vehicle	0
Burglary- Construction	1
Theft	3
Motor Vehicle Theft	2
Vandalism	1
Fire	1
Total	**9**

Business Burglary:

- **S21B: 19-056893 at 4200 Global Trl reported on 04/07/19.**

Unknown suspect(s) broke into the Woof Dogs business trailer and removed cash, an iPad and an iPhone. Surveillance cameras were unplugged and wires were cut by the suspect(s).

Construction Burglary:

- **S21C: 19-058760 at 15381 North Rd reported on 04/12/19.**

Unknown suspect(s) cut the lock on a trailer and removed several tools belonging to Graham Contracting.

Larceny:

- **S30: 19-060404 at 15591 40th St N reported on 04/16/19.**

Unknown suspect(s) cut the fence to 3D Landscaping Nursery and removed 25 plants. No CCTV or witnesses.

- **S30: 19-061543 at 14993 North Rd reported on 04/19/19.**

Unknown suspect(s) removed two irrigation pumps and several greenhouse pipes from the victim's nursery. No CCTV or witnesses.

- **S30: 19-065220 at 14792 Tangerine Dr reported on 04/29/19.**

Unknown suspect(s) removed the registration decal from the victim's license plate. No CCTV or witnesses.

Motor Vehicle Theft:

- **S10: 19-058769 at 15381 North Rd reported on 04/12/19.**

Briggs Golf Construction company had a Gator removed from their job site.

- **S10: 19-059930 at 14581 Southern Blvd reported on 04/15/19.**

Unknown suspect(s) removed two U-Haul trailers from the lot. No CCTV or witnesses. On 4/17/19 the U-Haul manager called to report that one trailer had been returned, but it is unknown who returned it. On 4/22/19 the second U-Haul trailer was returned.

Vandalism:

- **S40: 19-062963 at 2151 C Rd reported on 04/23/19.**

Unknown suspect(s) cut a lock on the victim's property but nothing was reported missing. No CCTV or witnesses.

Fire:

- **S25: 19-064761 at 12918 Casey Rd reported on 04/27/19.**

An FPL power line broke and ignited the trees and shed when the power line dropped down. Victim says this is not the first time this has happened.

15845 Southern Boulevard, Loxahatchee, FL 33470

All CAD Incidents

Business Checks	3
Motor Vehicle Crash	2
Totals	**5**

Data Source: Motorola Premier 1

Summary: There were two cases for the month of March which were both motor vehicle crashes.

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FINANCE'S REPORT

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TOWN ATTORNEY'S REPORT

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Councilmember Danowski

- Sod Farm Update

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Councilmember DeMarois

- Okeechobee Speed Limits
- B-Road, OGEM & Budgeted Proposed Road Projects
- Hurricane Debris Contracts

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Councilmember El-Ramey

- TBA

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Councilmember Maniglia

- Water Services contracts
- Code Enforcement/Law Enforcement

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Mayor Shorr

- Palm Beach County Parks Meeting and collaboration
- Road Projects: Paving, Construction and Pilot project samples
- Capital Fund Plan Projects