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

AGENDA

February 4, 2020 - 7:00 P.M.

Council Meeting to preceded by a Residents Discussion Workshop from 6:00-7:00 P.M.

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

Administration

Town Manager, James S. Titcomb
Assistant Town Manager, Francine L. Ramaglia
Town Attorney, R. Brian Shutt, Esq.
Town Clerk, Lakisha Q. Burch
Director of Public Works, Larry A. Peters, P.E.

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

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

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

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

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

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.

PRESENTATION

2019 Annual Report Update from PBSO – Lt. Craig Turner

CONSENT AGENDA

1. Warrant No. 2020-DD07 Reimbursement to Town of Loxahatchee Groves.

PUBLIC HEARING

2. Approval of Ordinance No. 2020-12 approving and enacting a new code for the Town of Loxahatchee Groves.

REGULAR AGENDA

3. Approval of Town Manager Employment Contract.
4. Approval of agreement with Palm Beach Aggregates and the Town of Loxahatchee Groves.
5. Approval of agreement with Grove Town Center
6. Approval of 2020 Municipal Election Agreement between Superior of Elections and Town of Loxahatchee Groves.
7. Approval to execute purchase orders, with WBI, Inc.

Town Councilmembers Comments

- State Road 7 Extension Discussion
- Non-resident Landowner Appointments to Advisory Boards
- Task List - updates on priority items

Town Staff Comments

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.

2019 Annual Report

Palm Beach County Sheriff's Office
District 17 – Town of Loxahatchee Groves

Table of Contents

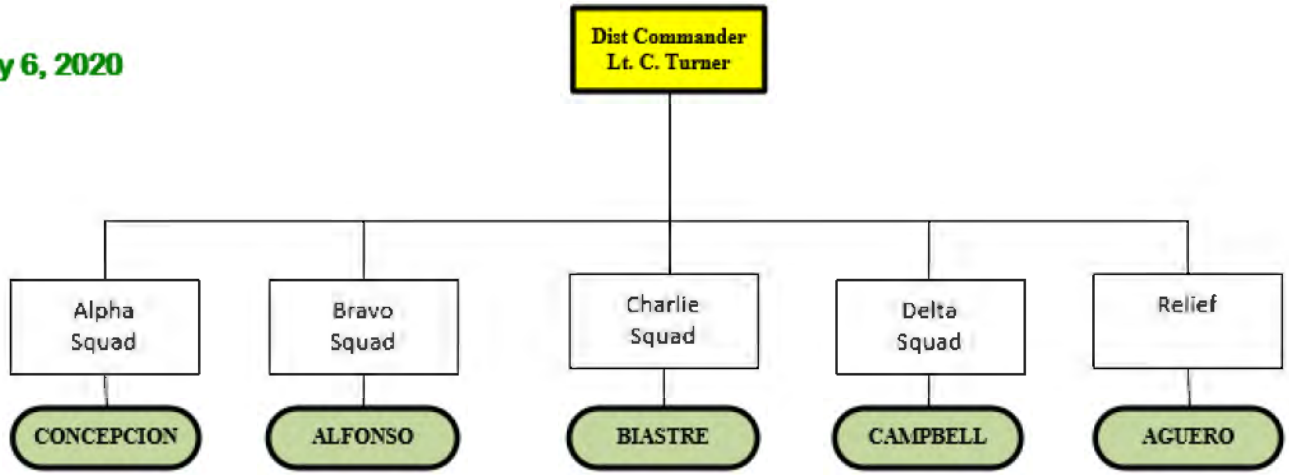
1. Cover Page
2. Table of Contents
3. Organizational Chart
4. Annual Numbers
5. Self Initiated Calls
6. Persons Crimes
7. Property Crimes – Burglaries
8. Map of Burglaries
9. Property Crimes – Stolen Vehicles and Vehicle Recoveries
10. Map of Stolen Vehicles and Recoveries
11. Property Crimes – Theft and Vandalism
12. Map of Theft and Vandalism
13. Motor Vehicle Crashes and Hit and Runs
14. Traffic Citations, Warnings, and Stops
15. Arrests & NTAs
16. Palm Beach State College
17. Plaza
18. Plaza (cont'd)
19. Community Service
20. Questions

Organizational Chart

PBSO District 17 – LOXAHATCHEE GROVES
Organizational Chart

Sworn: 5
TDY: 0

January 6, 2020



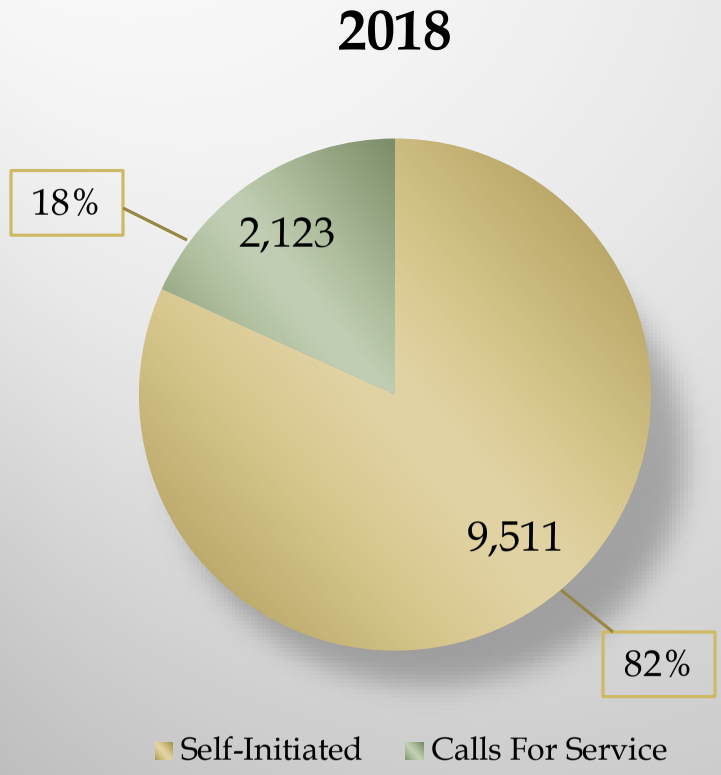
Data Source: Intergraph and Motorola P1

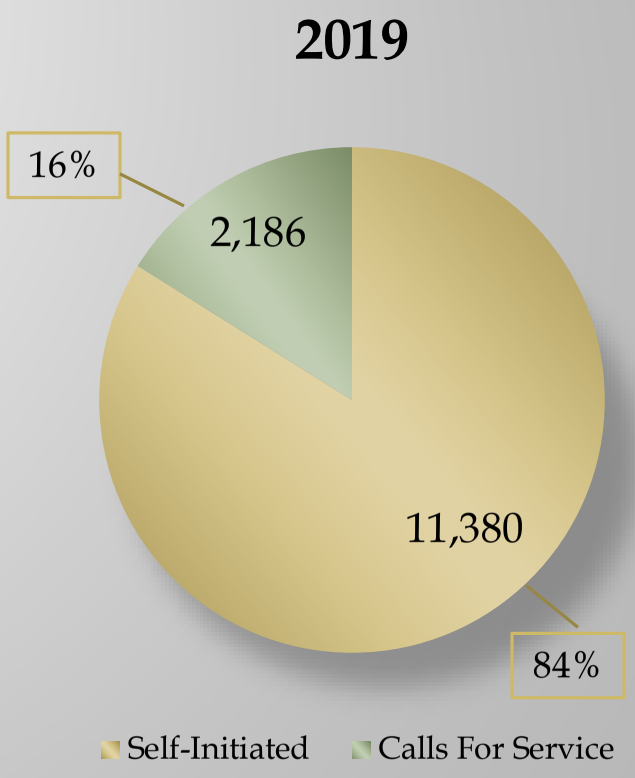
	ANNUAL COMPARISON		
	1/1/18 12/31/18	1/1/19 12/31/19	% CHANGE
Persons Crimes			
Homicide	0	0	-
Robbery	1	1	N/C
Sexual Assault	0	2	▲ Increase
Shooting	1	0	▼ -100%
Stabbing	0	0	-
Property Crimes			
Burglary Business	12	6	▼ -50%
Burglary Construction	7	4	▼ -43%
Burglary Residential	13	3	▼ -77%
Burglary Vehicle	14	15	▲ 7%
Larceny	28	35	▲ 25%
Stolen Vehicle	14	23	▲ 64%
Stolen Vehicle Rec. (CAD Inc.)	6	10	67%
Vandalism	5	7	▲ 40%
General Statistics			
Arrests and NTA's	87	56	▼ -36%
Traffic Crashes (3's & 4's)	132	89	▼ -33%
Total CAD Incidents	13258	13566	▲ 2%
Traffic Stops	2245	2281	▲ 2%
Business/Residence Checks	8788	9099	▲ 4%
CAD Inc.(less 10-50 & 10-61's)	2225	2186	▼ -2%
FIR Information			
Total FIR's	185	136	▼ -26%
Gang FIR's	0	0	-
Truant FIR's	1	0	▼ -100%
FIR's (less truant and gang)	184	136	▼ -26%

N/C = No Change - P1 Cads is dynamic; therefore the data above may fluctuate due to call class changes and mapping updates.

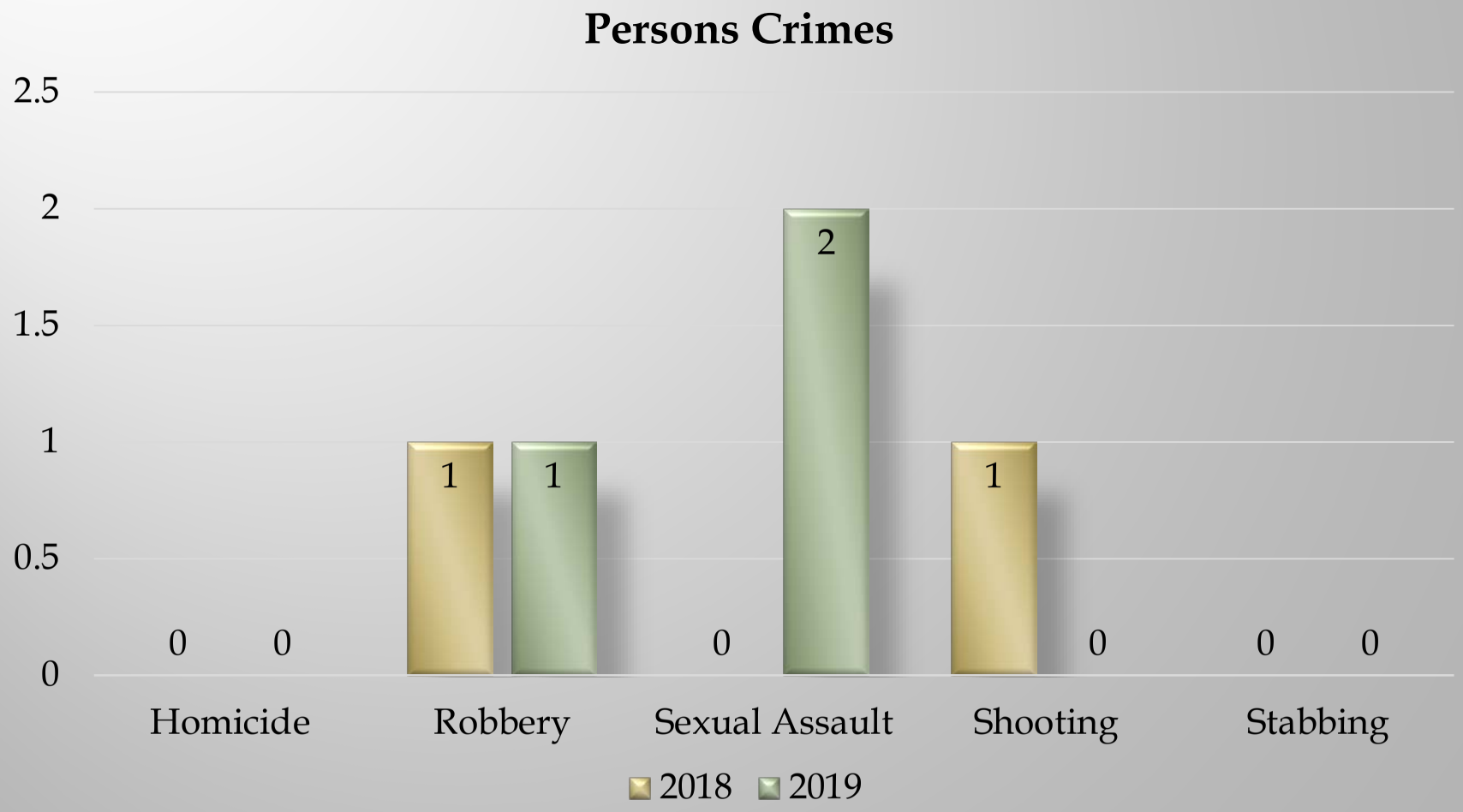
Self-Initiated Calls

Data Source: Motorola P1





Persons Crimes



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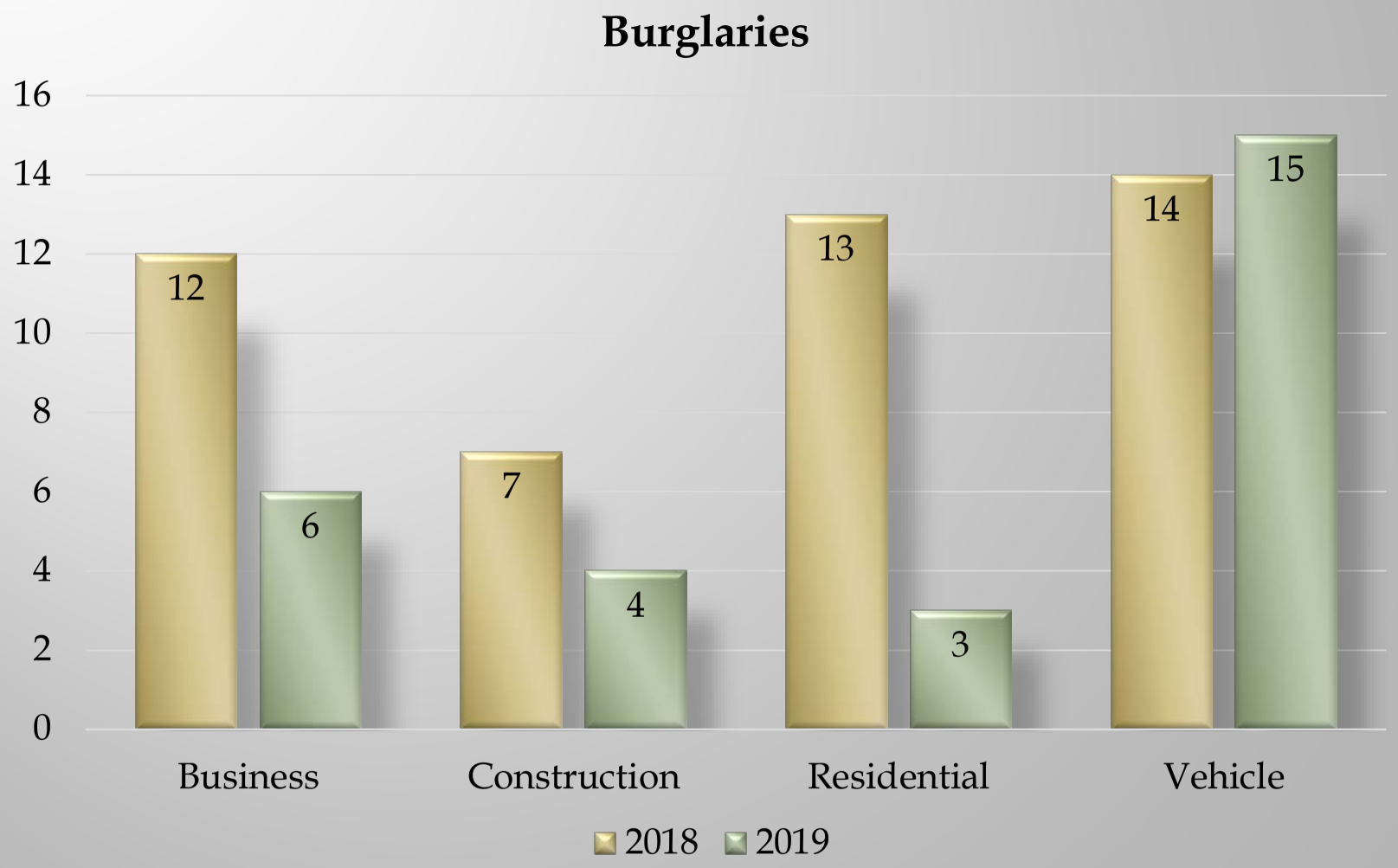

Data Source: Crimeview Dashboard

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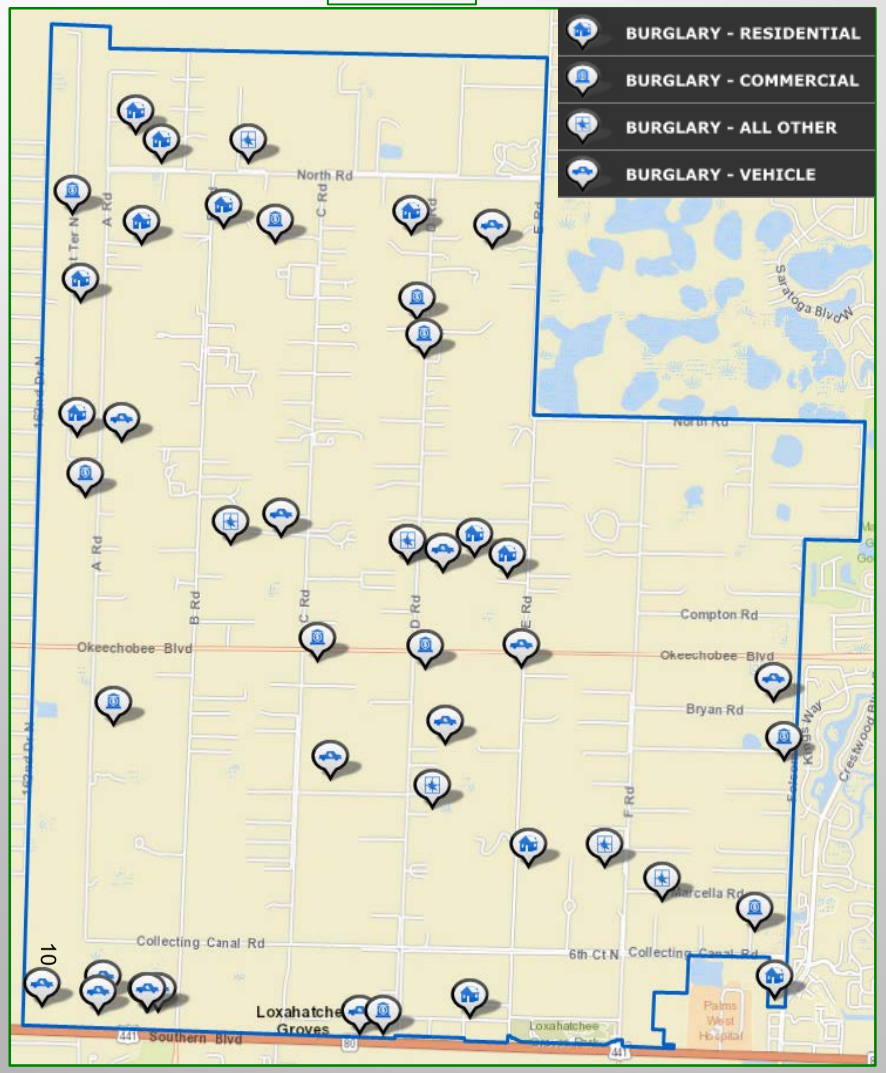
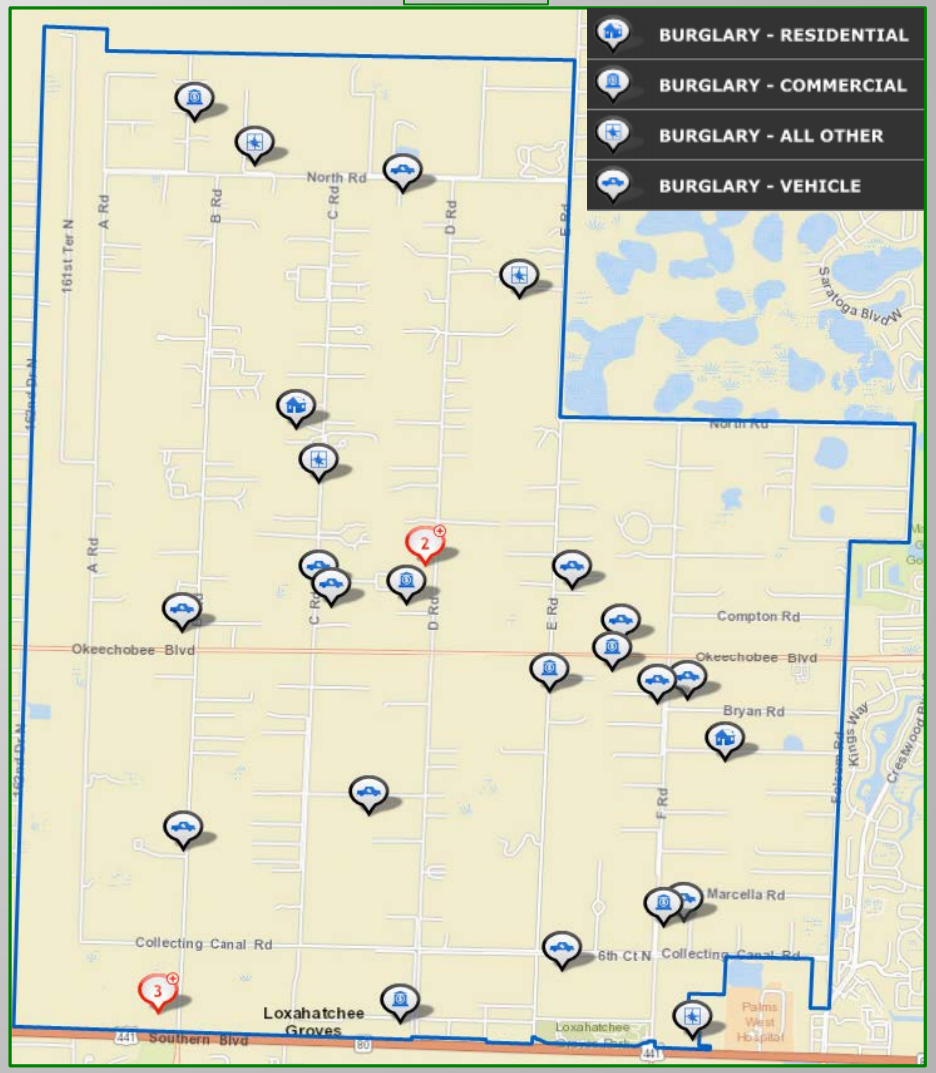


2019



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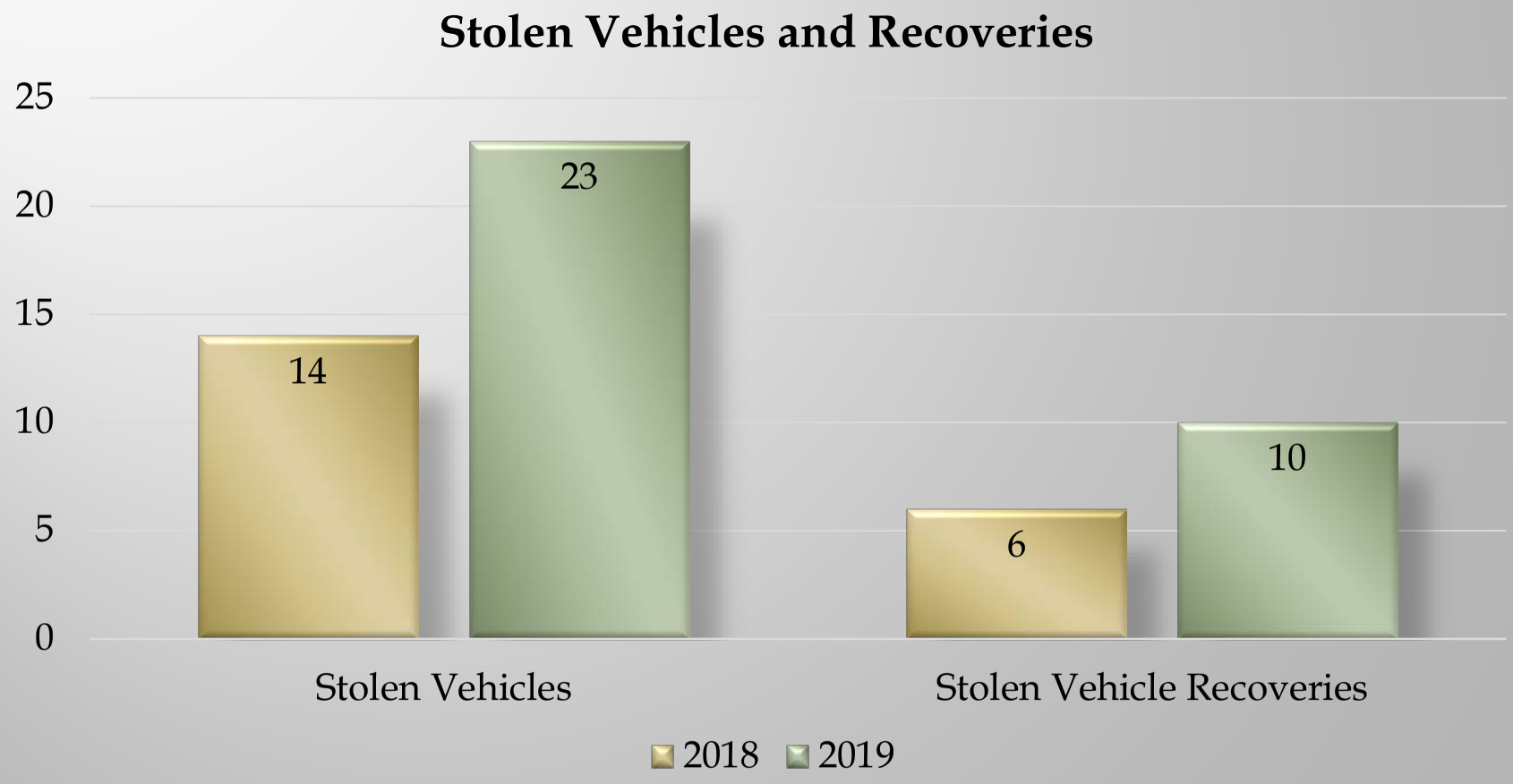
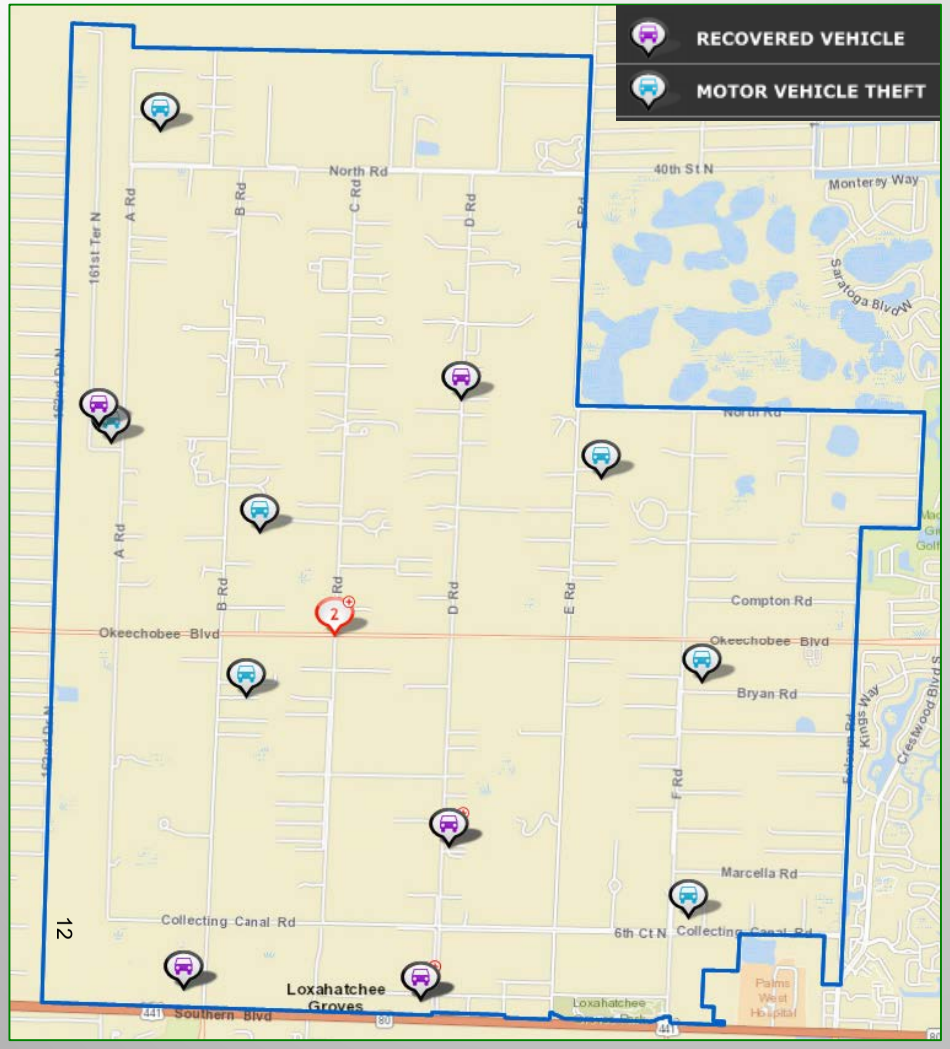


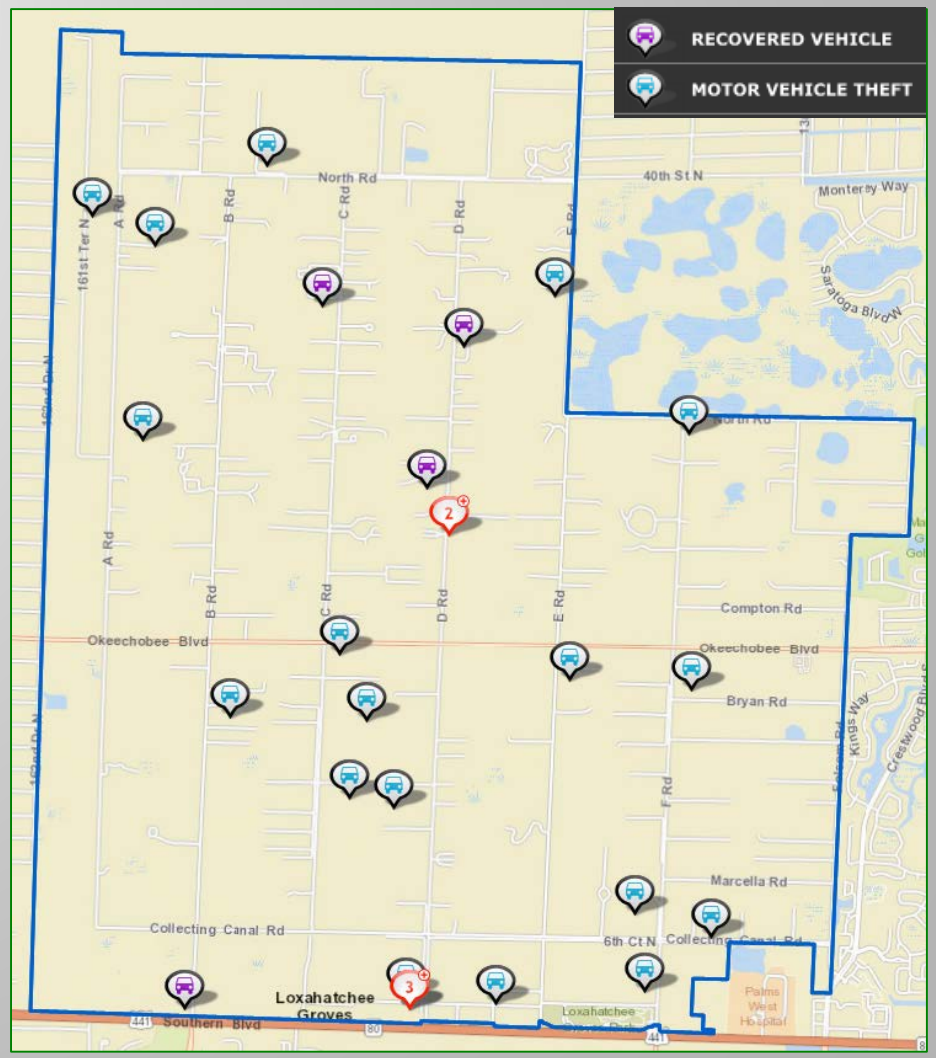
11

Data Source: Crimeview Dashboard

2018



2019



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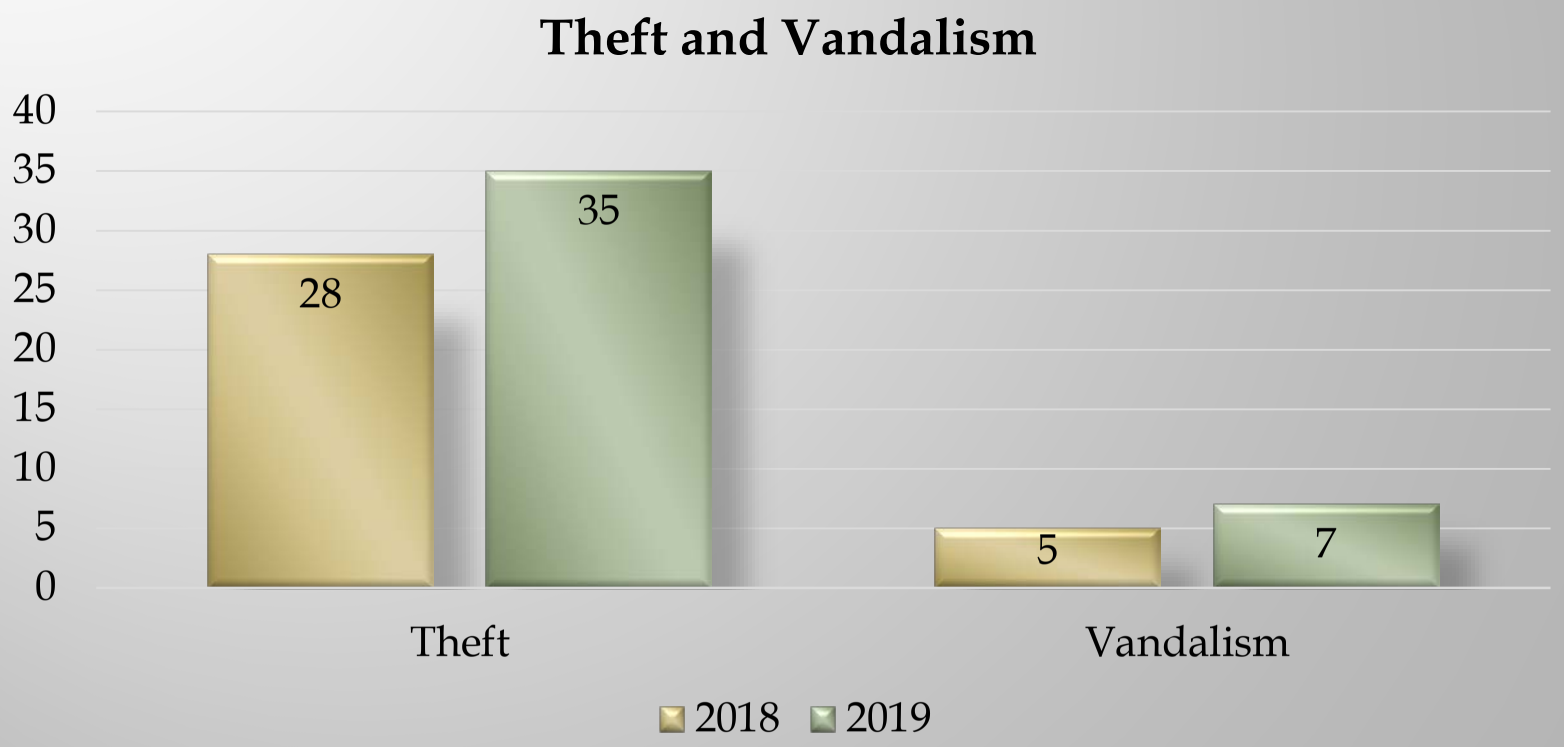
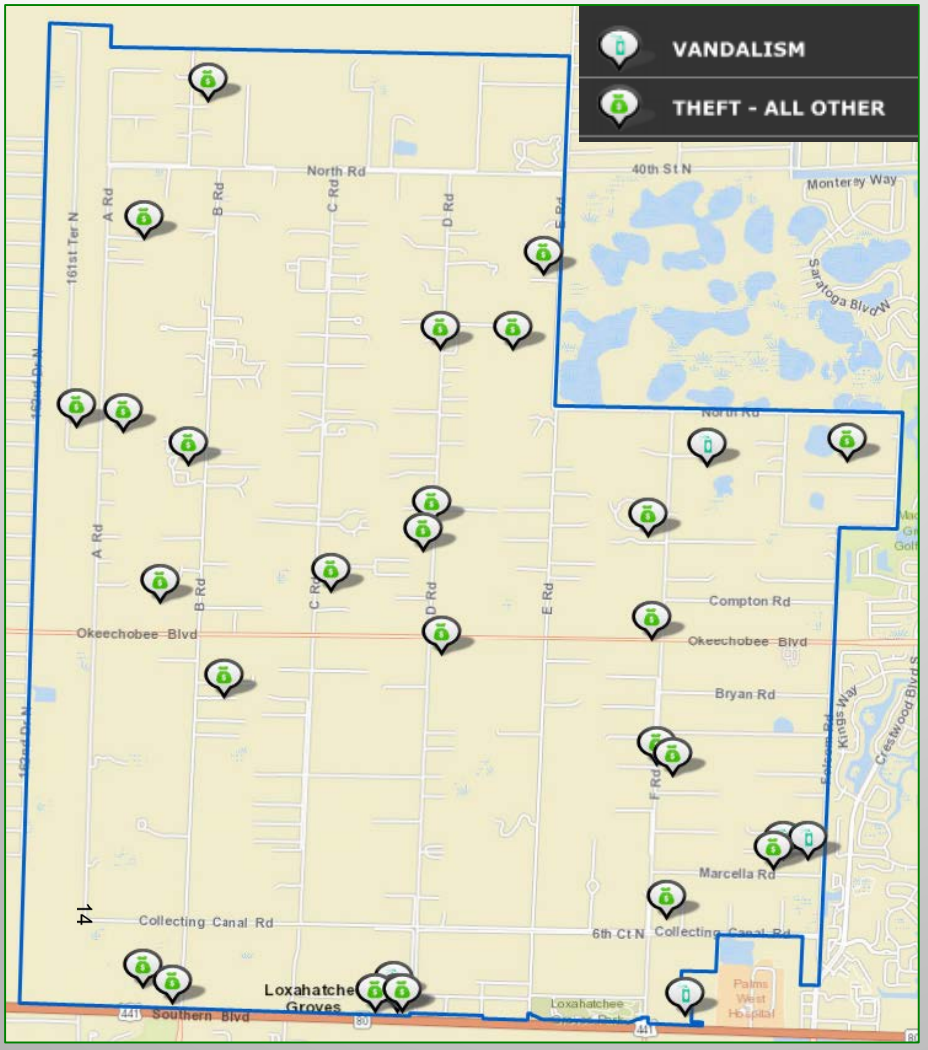


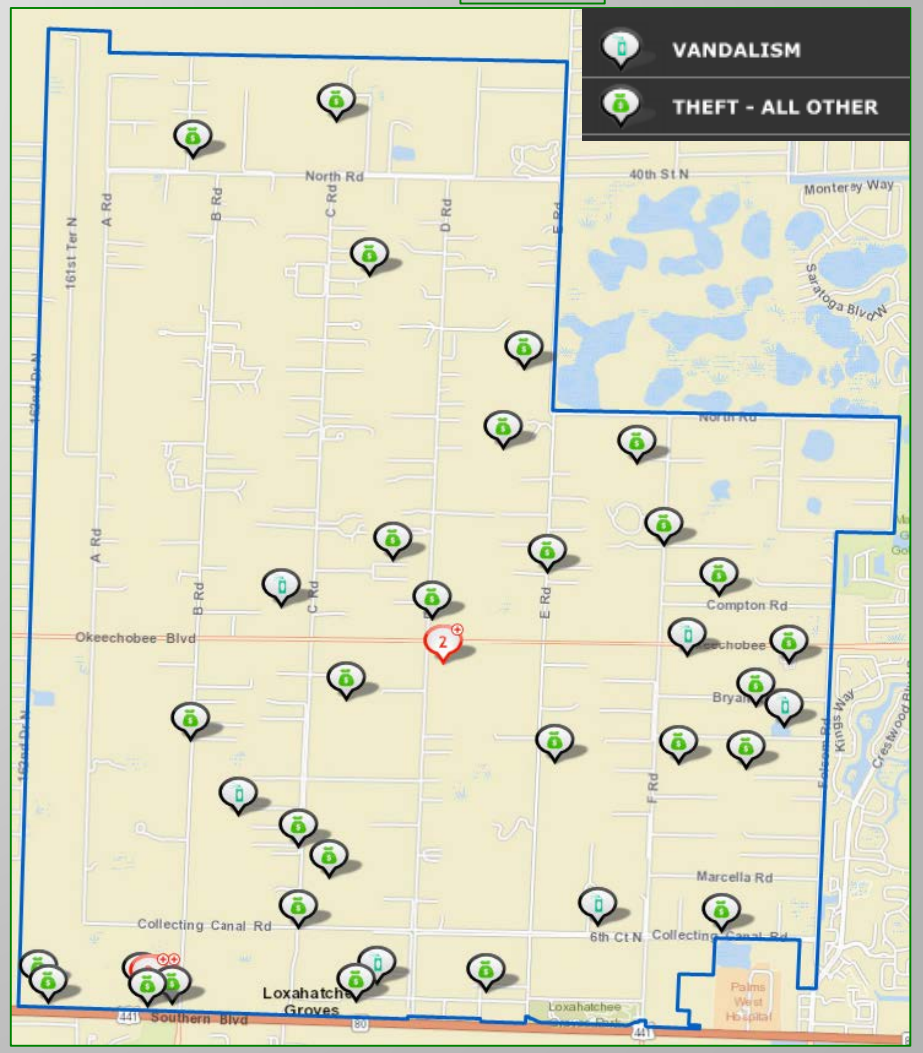
13

Data Source: Crimeview Dashboard

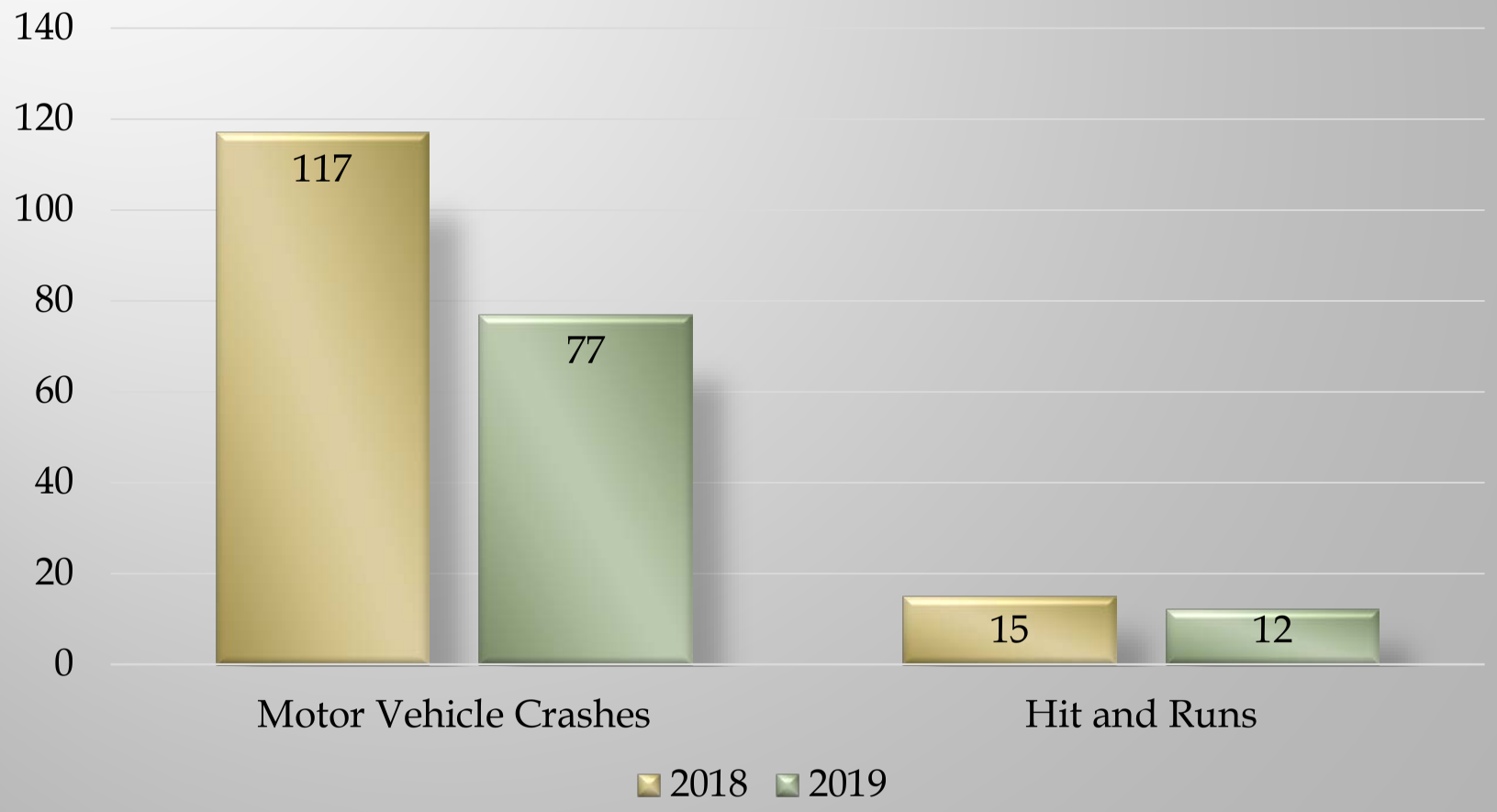
2018



2019



Data Source: Motorola P1 and Intergraph



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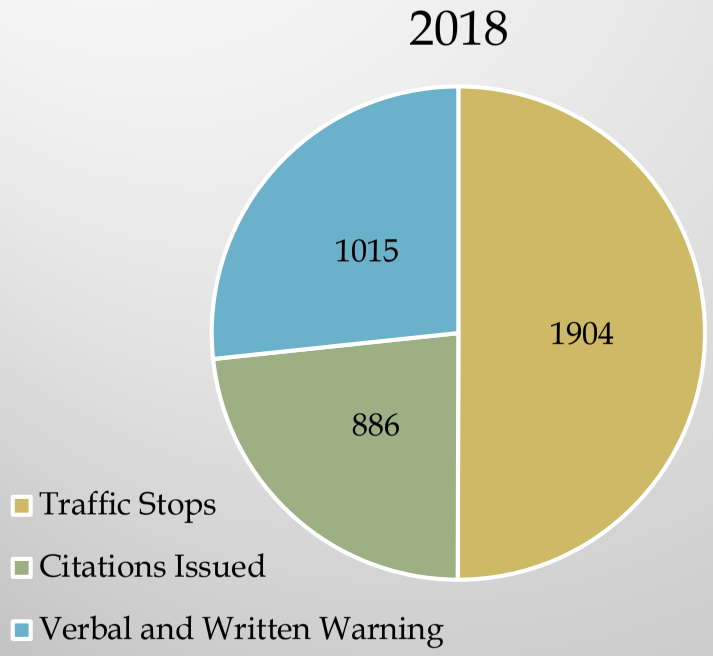
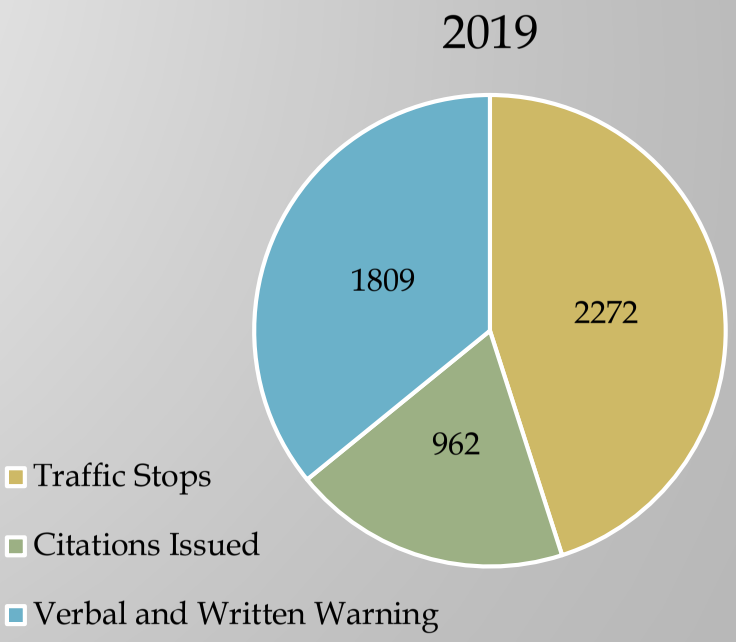
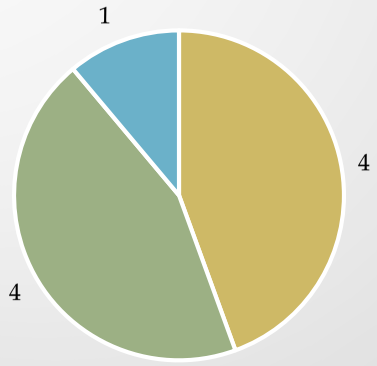




16

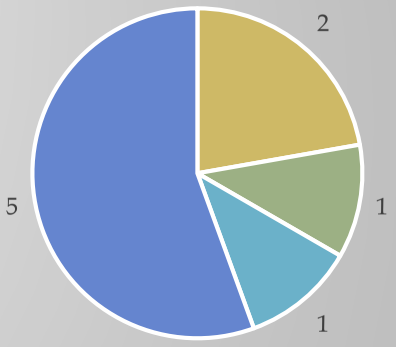
Data Source: PALMS

Person Crime Arrests (9)



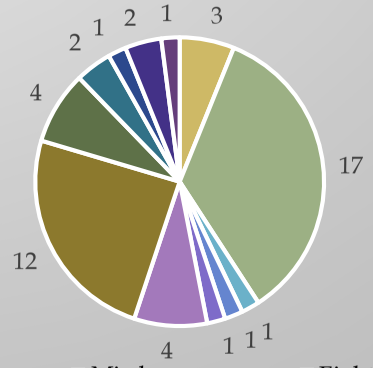
Assault | Assault - Domestic Related | Stalking

Property Crime Arrests (9)



Recovered Vehicle | Business Burglary | Residential Burglary | Larceny

Miscellaneous Crimes (49)



Felony | Misdemeanor | Fight
Beverage Violation | Drug Case | Warrant
Drunk Driver | Traffic Stop | Domestic Trouble
Police Service Call | Animal Call | Unwanted Guest

17

Palm Beach State College

15845 Southern Blvd. Loxahatchee, FL

Data Source: Motorola P1

2018

Call Type	Calls for Service	Case # Incidents
911 Hangup	2	
Alarm Misc/Municipality	2	
Animal Call	1	
Burglary Vehicle	2	2
Conduct Investigation	1	
Hit and Run	1	
Lost/Found Property	1	
Man Down/Sick Person	1	
Motor Veh Crash	7	5
Motor Vehicle Crash Unknown Injuries	1	
Police Service Call	3	
Special Detail	1	
Suspicious Person	1	
Suspicious Vehicle	2	
Vehicle Stop	3	
Verbal Threats	1	
Grand Total	**30**	**7**

2019

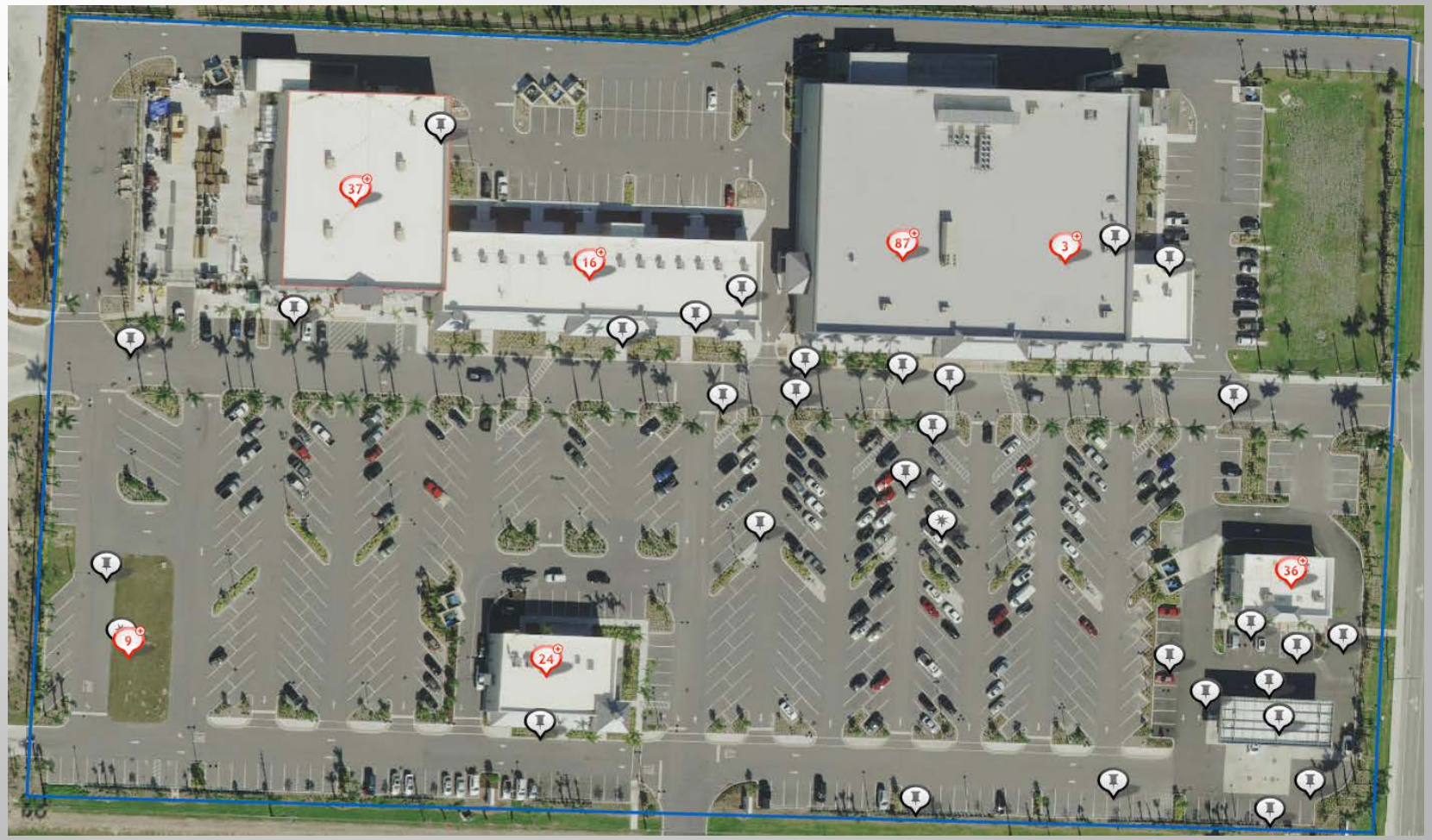
Call Type	Calls for Service	Case # Incidents
911 Hangup	1	
Alarm	1	1
Alarm Government	3	2
Alarm Misc/Municipality	3	
Civil Matter	1	
Lost/Found Property	1	
Man Down/Sick Person	1	
Motor Veh Crash	5	5
Motor Vehicle Crash Unknown Injuries	1	
Police Service Call	2	
Serving Warrant	1	1
Special Detail	2	
Suicide Attempt	1	1
Suspicious Person	1	
Suspicious Vehicle	1	
Vehicle Stop	2	
Grand Total	**27**	**10**

All CAD incidents excluding self-initiated calls

Data Source: Crimeview Dashboard

Incident Type	Incident Count	Incident Type	Incident Count
911 Hangup	35	Lost/Found Property	10
Abandoned Vehicle	2	Man Down/Sick Person	5
Alarm	33	Man Down/Sick Person Overdose	1
Alarm Misc/Municipality	11	Mentally Disturbed Person	1
Animal Call	2	Motor Veh Crash	22
Assault	3	Motor Vehicle Crash Unknown Injuries	2
Assault Just Occurred	1	Police Service Call	23
Asst To Another Department	1	Prisoner Transport	2
Bomb Threat	1	Reckless Driver	1
Burglary Vehicle	3	Serving Warrant	1
Civil Matter	3	Shoplifting	5
Civil Matter In Progress	1	Special Detail	1
Conduct Investigation	6	Stolen Vehicle Recovery	1
Contact	1	Suspicious Incident	3
Disabled Vehicle	2	Suspicious Person	15
Disturbance	6	Suspicious Vehicle	3
Disturbance In Progress	1	Theft/Larceny	8
Domestic	2	Trespassing	2
Embezzlement/Fraud	2	Unwanted Guest	6
Hit And Run	8	Vandalism	1
Information	6	Welfare Check	1
		Grand Total	**244**

Data Source: Crimeview Dashboard



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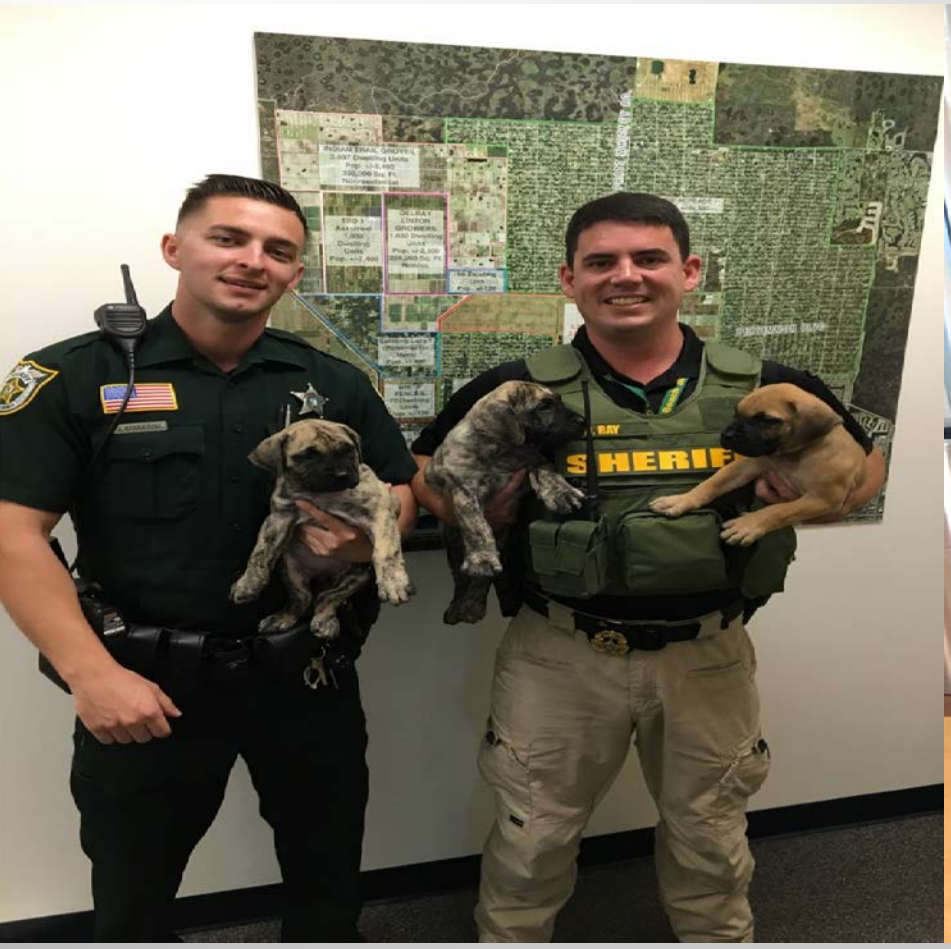

Coffee with a Cop
4th of July Parade
1st Responder drills at PBSC

Questions

PowerPoint and research completed by:
Criminal Intelligence Analyst Allison Frankiewicz
Crime Analysis Unit

155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

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

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

VIA: **James Titcomb, Town Manager**

SUBJECT: **Warrant No. 2020-DD07 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. 2020-DD07 serves to transfer funds to reimburse payrolls for the period from October 11, 2019-January 17, 2020 and payment of invoices for the period from October 7, 2019- January 21, 2020. It is the seventh such transfer and approval of District warrants, since the consolidation of the two governments on June 25. 2018.

The total transfer for warrants during the period is $431,568.22 based on the attached detail reflecting payroll for the District totaling $117,244.03 and check runs for the District totaling $314,324.19.

Attached are the following documents:

- Check Request Form
- Warrant No. 2019-DD07
- Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves
- Summary of Payrolls from October 7, 2019- January 17, 2020.
- Summary of Check Runs October 7, 2019- January 21, 2020 invoices to be paid and insurance repayment

Recommendations:

Staff recommends the approval of Warrant No. 2019-DD07 for reimbursement to the Town of Loxahatchee Groves for expenditures totaling $431,568.22 on behalf of the dependent district.

TOWN OF LOXAHATCHEE GROVES
CHECK REQUEST FORM

Department:	***Loxahatchee Groves Water Control District***	Date:	***January 23, 2020***
Vendor Name:	***Town of Loxahatchee Groves***	Vendor No:	
Street Address:	***155 F Road***	Invoice No:	***2020-07***
City, State, Zip:	***Loxahatchee Groves, FL 33470***	Invoice Amt:	***$431,568.22***

Description of payment request:
Reimbursement to TOLG for payments made from the Wells Fargo main operating account on behalf of LGWCD for payrolls for the period from October 7, 2019- January 17,2020 and payment of invoices for the period from October 7, 2019-Janaury 21,2020.

Purchases over $1,000 required supporting documentation (must be attached):
The following documents are attached to support the payment requested:

- Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves
- Summary of Payrolls October 11, 2019- January 17, 2019
- Summary of Check Runs October 7, 2019-January 21, 2019

Account Number		**Amount**
Florida Community Bank Checking-5637	***$***	***$431,568.22***
Total Check Request Amount:	***$***	***431,568.22***

Approval: Finance

_____ User Department

Approval:

_____ Town Manager/Designee

Town Council Approval:

_____ Date: ***January 23, 2020***

Authority Limits:
Up to $1,000.00 — Designee to $ 3,000.00; Manager to $10,000.00 — over $10,000.00

Check Information:
_____ Mail
__X_ Return to Originating Department

WARRANT NO. 2012-DD07

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

PAY TO ***Town of Loxahatchee Groves***

Four Hundred Thirty One Thousand, Five Hundred Sixty- Eight 22/100 DOLLARS FROM THE GENERAL FUND OF THE WATER CONTROL DISTRICT AS FOLLOWS:

ACCOUNT NO.	AMOUNT	NOTATION
Florida Community Bank acct -5637	**$** ***431,568.22***	Reimburse Wells Fargo for expenditures made from Wells Fargo bank account on behalf of dependent district

DATE: January 23, 2020

CHECK NO. _____

AMOUNT: **$** ***431,568.22***

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

REPLACE ALL DATES & NUMBERS IN TABLE ON NEXT PAGE

155 F Road Loxahatchee Groves, FL 33470

Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves

Date	Check Run	Total Paid	Payroll Date	Total Payroll	Less Town Payroll Expense	LGWCD Payroll
10/7-12/31-19		10/7-12/31/19 $306,031.57	10/11/2019	$30,614.63	$17,498.17	$13,116.47
01/20		$8,292.62	10/25/2019	$36,963.39	$21,160.70	$15,802.69
			11/8/2019	$32,295.81	$17,614.45	$14,681.37
			11/22/2019	$36,606.76	$19,873.10	$16,733.66
			12/6/2019	$33,354.95	$18,155.62	$15,199.33
			12/20/2019	$36,232.32	$22,121.39	$14,110.93
			1/3/2020	$33,117.22	$20,358.15	$12,759.07
			1/17/2020	$40,907.55	$26,246.96	$14,660.59
Total LGWCD Expenses		**314,324.19**	**Total Payroll**	$280,272.57	$ (163,028.54)	**$ 117,244.03**
Grand Total Due TOLG		**431,568.22**				

Deducted as P-card paid from District Synovus Account

Grand Total Due TOLG	**$431,568.22**

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ORDINANCE NO. 2020-12

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1. The Code entitled "Code of the Town of Loxahatchee Groves, Florida," published by Municipal Code Corporation, consisting of chapters 1 through 46, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before May 7, 2019, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding $500.00, imprisonment for a term not exceeding 60 days, or any combination thereof. Except as otherwise provided: (i) With respect to violations that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) As to other violations, each act is a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the town may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after May 7, 2019, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____, 2020.

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

Ordinance No.2020-12

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____, 2020.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

_____
Mayor Robert Shorr

_____
Vice Mayor David Demarois

_____
Council Member Laura Danowski

_____
Council Member Lisa El-Ramey

_____
Council Member Phillis Maniglia

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

FROM: **R. Brian Shutt, Town Attorney** **Agenda Item # 3**

VIA: **James Titcomb, Town Manager**

DATE: **January 27, 2020**

SUBJECT: **Town Manager Agreement**

The Town Council had previously directed the town attorney to review the town manager agreement and meet with the town manager to determine if any changes were needed. The current agreement provides that the contract may be renewed, for a one year period, by just a motion to renew by the council. However, based on the review of the current agreement we have attached a revised agreement for council consideration. This agreement does not change any of the substantive terms of the current agreement, except for the term. The current agreement provides for one year renewals, the revised agreement provides for a 3 year term with a one year renewal. The other changes to the agreement are summarized below:

Section 1—Recitals: Adopts the "whereas" clauses that set forth the history of the employment agreements.

Section 2—Appointment: The Council formally reappoints Mr. Titcomb pursuant to the Charter.

Section 3—Employment of Employee: The Town and Mr. Titcomb agree to the employment relationship as set forth in the agreement.

Section 4—Term: Sets Term of three (3) years, subject to termination and resignation provisions of agreement. Provides for a 1-year renewal (March 18, 2023-March 17, 2024), subject to satisfactory evaluations during the term.

Section 5—Duties, Responsibilities, and Authority: Sets forth general duties of Mr. Titcomb, recognizing position may work in excess of 40 hours per week and 24/7 nature of Town operations. Provides Mr. Titcomb with be exclusively employed by Town, subject to incidental and non-conflicting work allowed in Section 6. Provides for notification of absences to the Town Council in writing.

Section 6—Exclusive Employment: Allows up to 8 hours per week outside of regular office hours in non-conflicting capacity and provides that Town employment is a priority to the disadvantage of outside employment/activities. Prohibits Mr. Titcomb from holding office in political party or organization while employed by the Town.

Section 7—Compensation:

Subsection A: Base Salary of $125,000 (no change from current contract). Allows Town to increase Base Salary without written amendment. Clarifies that Mr. Titcomb does not receive any across-the-board, cost of living or merit increases provided to other employees without specific approval of a majority of the Town Council.

Subsection B: Benefits include PTO, Holidays, Insurance (dental/vision/medial), and Life Insurance (max of $15,000 or amount for other employees, whichever is less) in same manner as other Town employees. In lieu of FRS, the Town contributes 9% of Base Salary to plan chosen by Titcomb (no change from current contract); also included new language that clarifies contingencies where a determination could be made that FRS is applicable. Travel/Subsistence, Dues/Subscriptions, and Professional Development are substantively the same as the current contract. Clarifies that Mr. Titcomb will ensure his personal vehicle is properly insured for business use and that no additional compensation is paid for time spent travelling on Town business other than Base Salary. (e.g. no extra compensation for travel on a Sunday evening). Provides that Town will give Mr. Titcomb any additional benefits provided to other Town employees and that Town may increase Mr. Titcomb's benefits.

Section 8—Equipment: The Town will provide appropriate equipment for Mr. Titcomb to perform the job including a computer, laptop or tablet and cell phone (no change from current contract).

Section 9—Indemnification: (no change from current contract) The Town will provide a defense for Mr. Titcomb and assume any liability for damages arising out of Mr. Titcomb's errors or omissions that occur within the scope of his employment. However, if Mr. Titcomb were found personally liable due to acting outside the scope of employment, or in bad faith, with malicious purpose, or exhibiting a willful disregard of human rights, safety, or property.

Section 10—Separation from Town:

Subsection A: Termination Without Cause is by super-majority of full council pursuant to Charter. Termination Without Cause triggers Severance Pay.

Subsection B: Termination With Cause is by super-majority of full council pursuant to Charter. Once vote takes place, Town issues written notice to Mr. Titcomb describing actions claimed by the Town to constitute grounds for "With Cause." Termination With Cause does not trigger Severance Pay. With Cause reasons were expanded and also include "misconduct connected with employment" as defined by the laws governing unemployment benefits, which is required pursuant to Florida Statute Section 215.425.

Subsection C: Resignation by Employee requires Mr. Titcomb to provide 60 days advance written notice. During 60-day period, Town may require Mr. Titcomb to cease or limit work, but Town remains obligated to pay full Base Salary and Benefits through notice period. Resignation does not trigger Severance Pay.

Subsection D: Expiration of Term or Subsequent Term causes Agreement and Mr. Titcomb's employment to automatically terminate unless the parties enter into a written

amendment or new agreement prior to the expiration. Expiration of Term or Subsequent Term does not trigger Severance Pay.

Subsection E: The Agreement and Mr. Titcomb's employment terminate automatically upon his death. Provisions are included relating termination as a result of a disability that prevents Mr. Titcomb from performing his job with or without reasonable accommodation.

Subsection F: Provides for same "name-clearing" process available to employees, which is essentially a written document provided by Mr. Titcomb allowing him to present information in the public record regarding the information forming the basis of his termination.

Section 11—Payment Upon Separation; Severance Pay; Return of Town Property

Subsection A: Clarifies and updates Final Paycheck to include provisions relating to accrued and unused PTO in accordance with employee handbook.

Subsection B: Severance Pay is only granted for Termination Without Cause after receipt of a General Release executed by Mr. Titcomb. Severance Pay has two components:

1. 4 weeks of gross Base Salary, less applicable taxes, withholdings, and other required deductions. 4 weeks of gross Base Salary is calculated as follows: (Base Salary/52 weeks) x 4.
2. The equivalent of one month's premium payment paid by the TOWN on EMPLOYEE's behalf during the month prior to separation for health, dental and vision coverage. For example, if the total premium for such coverages in the month prior to termination was $1,200, the Severance Pay would include $1,200 in addition to the 4 weeks of Base Salary. If, however, the total premium for such coverages was $1,200 but Mr. Titcomb was responsible for $240 of the premium as a payroll deduction, the Town would only be responsible to pay $960.

Subsection C: Mr. Titcomb must return all Town property within 3 business days of termination.

Section 12—Communication and Oversight: This is a new section that would allow Council Members to issue a proposed corrective action or coaching document to Mr. Titcomb, that would only become final and placed in the personnel file if the majority of the Council in attendance at the meeting voted to do so. It also provides that Mr. Titcomb has an affirmative obligation to notify the Town of any complaint filed with the Florida Commission on Ethics, and criminal charges or subpoenas, or any other civil or administrative claim against him.

Section 13—Performance Evaluation: Provides for an annual performance evaluation process to occur on or before March 31 of each year during the Term.

Section 14—Suspension With or Without Pay: This section is substantially similar to language in current agreement. However, it provides for provides for suspension for offenses listed in the Human Resources Policy Manual.

Section 15—General Provisions: This section includes substantially the same content as the current agreement. However, it also clarifies that Mr. Titcomb submits and consents to the personal jurisdiction of the courts of Palm Beach County, Florida. It also provides that both parties waive any right to a jury trial.

If you have any questions please give me a call so we can discuss.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered between JAMES S. TITCOMB ("EMPLOYEE" or "Town Manager") and the TOWN OF LOXAHATCHEE GROVES, a Florida Municipal Corporation ("TOWN"), collectively "the PARTIES".

WHEREAS the PARTIES entered into a Town Manager Employment Agreement on February 5, 2019 ("2019 Agreement"), with a Commencement Date of March 18, 2019;

WHEREAS the 2019 Agreement provides for a one-year Term, allowing for successive one-year renewals;

WHEREAS the PARTIES agree that it is in their mutual best interest to modify and clarify the terms of the employment relationship and provide for an extended Term;

WHEREAS, the TOWN, by and through its Town Council ("COUNCIL"), desires to continue to engage the services of EMPLOYEE as Town Manager;

WHEREAS the PARTIES hereby enter into this Employment Agreement in lieu of a limited one-year renewal of the 2019 Agreement and this Employment Agreement shall be deemed the successor Agreement replacing the terms and conditions of employment set forth in the 2019 Agreement;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the TOWN agree as follows:

I. RECITALS

The recitals stated above are true and correct to the best of the knowledge of the PARTIES hereto and incorporated herein by this reference.

II. APPOINTMENT

Pursuant to Article 4 - Administrative Section (3) of the Town Charter, the COUNCIL reappoints EMPLOYEE as its Town Manager.

III. EMPLOYMENT OF EMPLOYEE

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to continue to employ EMPLOYEE as its full-time, exempt Town Manager and EMPLOYEE hereby accepts such employment.

IV. TERM

A. The Term of this Agreement for employment in the Town Manager position shall begin on March 18, 2020 and remain in effect for approximately three (3) years through and including March 17, 2023, unless renewed as provided in Section IV, B, or unless earlier terminated as provided in Section X.

B. This Agreement may be renewed for one (1) additional year, from March 18, 2023 through and including March 17, 2024 ("Subsequent Term") unless earlier terminated as provided in Section X. However, to be eligible for renewal, the Town Manager must receive satisfactory performance evaluations during the Term in accordance with Section XIII and after a majority of the COUNCIL in attendance concurs with entering into the Subsequent Term on or before the first January 2023 COUNCIL Meeting. Any such Subsequent Term shall be based on the same terms as provided herein, unless modified by mutual agreement of the PARTIES in the manner provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of EMPLOYEE at any time, subject only to the provisions set forth in Section X herein below.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time, subject only to the provisions set forth in Section X herein below.

V. DUTIES, RESPONSIBILITIES , AND AUTHORITY

EMPLOYEE shall continue in the position of Town Manager to perform the functions and duties specified in the Town Charter and Code of Ordinances and directed by the COUNCIL from time to time.

The EMPLOYEE shall be responsible to the five-member COUNCIL and shall perform the functions and duties of the Town Manager as provided in the Job Description, the Policies and Procedures of TOWN, as provided by Florida Law, the TOWN's Charter and Ordinances, the direction of the COUNCIL, and as mutually agreed to by the EMPLOYEE and TOWN from time to time. The EMPLOYEE shall devote whatever time is necessary to perform the duties of the position, which may exceed forty (40) hours per week and is a minimum of forty (40) hours per week.

The PARTIES recognize the TOWN is a 24/7 operation and EMPLOYEE agrees to devote all time necessary to perform the job in a manner satisfactory to the COUNCIL. The PARTIES agree that EMPLOYEE will generally remain available outside of regular business hours if called upon for significant tasks, emergencies, or meetings. The EMPLOYEE shall remain in the exclusive employment of TOWN until termination or expiration of this Agreement in accordance with Section VI.

The Town Manager will advise the Town Council in writing of absences; in advance for planned time off, or as soon as practicable upon learning of the need for unplanned time off.

VI. EXCLUSIVE EMPLOYMENT

EMPLOYEE shall not be employed by any other employer during the Term of this Agreement.

The term "employed" as used in this section, shall not be construed to exclude, with prior COUNCIL approval at its sole discretion, occasional teaching, writing or consulting performed on the EMPLOYEE'S time off not in excess of an average of eight (8) hours per week outside of regular office hours in a non-conflicting capacity and in accordance with the provisions of Florida Statutes and applicable local ordinances relating to ethics. Such activities shall not be carried out on TOWN property, using TOWN resources, staff, equipment or property, and not during normal business hours of the TOWN's offices.

The EMPLOYEE understands and agrees that should a TOWN emergency or urgent event arise, the TOWN work is EMPLOYEE's priority and he is required to attend to TOWN matters to the disadvantage of his outside activities contemplated herein if necessary for the proper operation of the TOWN.

During the Term of this Agreement, the EMPLOYEE shall not hold office in any political party or political organization.

VII. COMPENSATION

A. Base Salary. TOWN agrees to pay EMPLOYEE for services rendered at the base annual salary of $125,000.00. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

The TOWN may, at any time, increase the Base Salary to the EMPLOYEE, as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the COUNCIL in attendance at the meeting vote in favor of such increase. EMPLOYEE shall not be awarded any across-the-board, cost of living, or merit increase provided to other TOWN employees without specific approval of a majority of the COUNCIL in attendance at the meeting.

Base Salary payments are not due for any periods of unpaid leave, including suspensions, in accordance with applicable wage and hour laws.

B. Benefits.

1. Paid Time Off: EMPLOYEE shall accrue and use Paid Time Off (PTO) in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Manager shall notify all COUNCIL members in writing of the absence in accordance with Section V.

2. Holidays: EMPLOYEE shall be entitled to the same paid holidays granted to the TOWN's employees.

3. Insurance: The EMPLOYEE, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the TOWN's Health Insurance Program, Dental Insurance Program, Vision Care Program, Short- and Long- term Disability Program, and other insurance benefits that may be offered in the same manner and under the same terms and conditions as other TOWN employees, as the same exists or may be amended from time to time by the TOWN in its sole discretion.

4. Retirement/Deferred Compensation: During the Term, and in lieu of Florida Retirement System (FRS) participation, the TOWN will contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to 9% per year of the Town Manager's Base Salary. Contributions will occur per pay period. All such funds will be owned by the Town Manager and fully transferable upon the termination of this Agreement. EMPLOYEE has represented that he has lawfully withdrawn and/or exempted from participation in FRS's Senior Management Class pursuant to applicable law. In the event any court of competent jurisdiction or administrative agency with such authority determines FRS contributions are required, the TOWN shall immediately cease contributions to the deferred compensation account or retirement plan chosen by the Town Manager and any past contributions required to be made by the TOWN shall be reimbursed to the TOWN by the Town Manager.

5. Life Insurance: The TOWN shall provide a term life insurance policy for the Town Manager in an amount of $15,000, or any amount as provided for all or any other employees, whichever is less. Coverage will commence in accordance with the terms of the provider's Agreement. The beneficiary of the term life insurance policy will be determined by the Town Manager. This term life insurance coverage will only be effective during the term of this Agreement.

6. Travel and Subsistence: The Town Manager will be reimbursed for work-related millage pursuant to and consistent with Internal Revenue Service guidelines. The Town will pay for reasonable and customary travel and subsistence expenses, consistent with Chapter 112, Florida Statutes, for official travel including approved travel relating to EMPLOYEE's professional development.

Employee further agrees to ensure that the vehicle he uses for business purposes is properly insured for business use and provide documentation of same to the TOWN.

As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than EMPLOYEE's Base Salary then in effect.

7. Dues and Subscriptions: TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the EMPLOYEE for the purpose of allowing him participation in direct job-related associations, subject to budget constraints and COUNCIL approval. The COUNCIL acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the TOWN will pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations, subject to budget constraints and COUNCIL approval.

8. Professional Development: TOWN agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and TOWN policies) for EMPLOYEE'S travel to and attendance at professional association events as well as other reasonably necessary seminars and conferences customary to EMPLOYEE's position and/or necessary to meet continuing education requirements, subject to budget constraints and COUNCIL approval, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member.

9. Additional Benefits: Said further and additional benefits which are provided to other TOWN employees now or in the future shall be provided to the EMPLOYEE. The TOWN may, at any time, provide other additional benefits solely to the EMPLOYEE, as it may deem desirable to do so in accordance with applicable law.

VIII. EQUIPMENT

The TOWN will provide appropriate equipment necessary for the EMPLOYEE to perform the Town Manager's official responsibilities including, but not limited to, a computer, laptop or tablet, and cell phone, which will remain the property of the Town.

IX. INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by Section 111.07, Florida Statutes, and as further set forth in the TOWN Code, the TOWN shall defend, hold harmless and indemnify the Town Manager against any claim, demand, action, cause of action or suit, whether groundless or otherwise, arising from any act, error or omission, alleged or real, which may occur within the scope of the Town Manager's services and employment pursuant to this Agreement and/or the performance of his duties as Town Manager. Said duty to defend, hold harmless and indemnify the Town Manager against any claim, demand, action, cause of action or suit, will be subject to the limits set forth in sub- section (B) Legal representation of the Town Manager will be provided by the TOWN at TOWN expense. However, any attorney's fees paid from public funds for the defense of the Town Manager when he is found to be personally liable by virtue of acting outside the scope of his employment, or as acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the TOWN in a civil action against such officer, employee, or agent. If the TOWN is asked to appoint legal counsel for defense of the Town Manager, the Town Manager will not be entitled to his or her choice of legal counsel. If the TOWN fails to provide an attorney, upon request of the Town Manager, to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the Town Manager, the TOWN shall reimburse the Town Manager if he prevails in the action for court costs and reasonable attorney's fees.

The TOWN will self-insure or otherwise provide and pay for within the TOWN's commercial general liability/professional liability insurance policies, to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind or nature, arising out of the performance of the Town Manager's official duties and responsibilities as Town Manager, all as further provided in this section. Said insurance will have standard liability limits of the TOWN's policy coverage (minimum of $1,000,000) for single limit liability and current (as of October 1st, 2019) property damage coverage as contracted under the TOWN's general liability and property policy.

X. SEPARATION FROM TOWN

A. Termination by TOWN Without Cause.
   1. TOWN may terminate EMPLOYEE Without Cause immediately or at any time during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full COUNCIL.

   2. In the event the COUNCIL determines, in its sole discretion, EMPLOYEE shall be terminated Without Cause at any time during the Term of this Agreement, EMPLOYEE shall be eligible for Severance Pay as described in Section XI.

   3. The TOWN's termination of EMPLOYEE Without Cause shall be final and non-appealable.

   4. Termination Without Cause shall require a super-majority vote of the full COUNCIL.

B. Termination by TOWN With Cause.
   1. TOWN may terminate EMPLOYEE With Cause, in its sole discretion, as provided herein during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Council.

   2. "With Cause" is defined as termination based upon any of the following actions by the EMPLOYEE:
      a. Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities as determined by the Town Council;
      b. Conviction of a felony, or any other crime involving dishonesty or moral turpitude, whether or not adjudication is withheld;
      c. Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office as determined by the Town Council;
      d. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination, including any offense provided for in the official approved Town Human Resources Policy Manual, as amended from time to time;
      e. The commission of any act, which constitutes moral turpitude;
      f. A violation of the Town, Palm Beach County, State of Florida, or the International City/County Management Association's Code of Ethics;
      g. Fraud;
      h. Embezzlement;
      i. Negligence in the performance of official duties;
      j. Failure to return from an approved leave of absence;
      k. violation of the TOWN's Policy Against Harassment or its Equal Employment Opportunity Program Policy;
      l. violation of TOWN's Drug-Free Workplace Policy; or
      m. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

   3. TOWN may terminate EMPLOYEE With Cause immediately or at any time during the Term of the Agreement, with written notice issued to EMPLOYEE describing the actions claimed by the TOWN

constituting such grounds and the effective date of the termination. Such notice shall be issued as soon as practicable after the vote contemplated in Section X, B, 5 below.

4. In the event the COUNCIL determines, in its sole discretion, EMPLOYEE shall be terminated With Cause at any time during the Term of this Agreement, EMPLOYEE shall not be eligible for Severance Pay as described in Section XI.

5. The TOWN's termination of EMPLOYEE With Cause shall be final and non-appealable.

6. Termination With Cause shall require a super-majority vote of the full COUNCIL.

C. Resignation by EMPLOYEE.
   1. EMPLOYEE may voluntarily resign his employment from TOWN by providing TOWN sixty (60) days written notice in advance. During the 60-day period, TOWN may require EMPLOYEE to cease or limit the work performed on TOWN matters, during which time EMPLOYEE is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the written notice.

   2. In the event of resignation, EMPLOYEE shall not be eligible for Severance Pay as described in Section XI.

D. Expiration of Term or Subsequent Term.
   1. At the expiration of the Term or any Subsequent Term, this Agreement and EMPLOYEE's employment shall terminate automatically, unless the PARTIES enter into a written amendment or new agreement prior to the end of the Term or any Subsequent Term.

   2. In the event of the Expiration of the Term or any Subsequent Term, EMPLOYEE shall not be eligible for Severance Pay as described in Section XI.

E. Death or Disability.
   1. This Agreement, the Term, any Subsequent Term, and EMPLOYEE's employment shall terminate automatically upon the EMPLOYEE's death.

   2. This Agreement, the Term, any Subsequent Term, and EMPLOYEE's employment shall terminate automatically on the 30th day after the TOWN gives written notice to the EMPLOYEE of its intent to terminate based upon "Disability" unless the EMPLOYEE is determined to be fit for duty by a physician indicating he can perform the essential functions of the position on a full-time basis and does, in fact, return to duty prior to the 30th day. Such determination shall be made by a super-majority of the full COUNCIL. "Disability" means the EMPLOYEE's inability to perform his duties, with or without reasonable accommodation, as evidenced by a certificate signed either by a physician mutually acceptable to the TOWN and EMPLOYEE or, if the parties cannot agree, by a physician selected by agreement of a physician designated by the TOWN and a physician designated by the EMPLOYEE. EMPLOYEE shall submit to a reasonable number of examinations by the physician making the determination of Disability, and hereby authorizes the disclosure and release of all supporting medical records to the TOWN and shall execute the necessary documents required for such release.

   3. In the event of Death or Disability, EMPLOYEE shall not be eligible for Severance Pay as described in Section XI.

F. Post-Termination Name Clearing Meeting

1. EMPLOYEE may avail himself of the TOWN's Post Termination Name-Clearing process in accordance with TOWN policy in effect at the time of termination. The Post Termination Name-Clearing process is not an appeal of the termination decision and the COUNCIL is not required to consider reinstatement. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.

XI. PAYMENT UPON SEPARATION; SEVERANCE PAY; RETURN OF TOWN PROPERTY

A. Final Paycheck. If EMPLOYEE separates from employment for any reason under Section X, he shall be paid in full any unpaid balance of his Base Salary then earned and due through the final date of employment. EMPLOYEE, upon attaining five (5) completed years of service, shall also be paid any accrued an unused Paid Time Off (PTO) up to a maximum established by TOWN policy, as amended from time to time, provided the separation was not a Termination With Cause. Paid Holidays, Management Leave or other paid leaves are not payable upon separation for any reason. Such payments shall be made on the next regularly scheduled pay date after separation.

B. Severance Pay.

1. Termination Without Cause. If EMPLOYEE is terminated Without Cause he shall be eligible to receive Severance Pay equal to four (4) weeks of the gross Base Salary in effect at the time of termination, and shall not include any Benefits or perquisites as may be permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). Notwithstanding the foregoing, the Severance Pay shall also include the equivalent of one month's premium payment paid by the TOWN on EMPLOYEE's behalf during the month prior to separation for health, dental and vision coverage. Severance Pay shall be made within 30 calendar days after receipt of an executed General Release by EMPLOYEE in favor of TOWN in a lump sum payment, less applicable taxes, withholdings and other required deductions.

2. Termination With Cause. EMPLOYEE shall not be eligible for or receive Severance Pay.

3. Resignation by EMPLOYEE. EMPLOYEE shall not be eligible for or receive Severance Pay.

4. Expiration of Term or Subsequent Term. EMPLOYEE shall not be eligible for or receive Severance Pay.

5. Death or Disability. EMPLOYEE, or his heirs or assigns or beneficiaries, shall not be eligible for or receive Severance Pay.

C. Return of Town Property.

Upon termination of the Town Manager's employment whether voluntary, with cause or without cause, or otherwise, the Town Manager shall, within three (3) business days, and without the need for the TOWN to request same, return all TOWN property to the TOWN, including but not limited to keys, cell phone, laptop computer, passwords, documents and any other property of the TOWN in the Town Manager's possession or control.

XII. COMMUNICATION AND OVERSIGHT

The EMPLOYEE shall regularly communicate with all COUNCIL Members. Should a situation arise where the Town Manager has acted (or taken no action) in a manner inconsistent with COUNCIL directive, the job description, the Policies and Procedures of TOWN, Florida Law, the TOWN's Charter or Ordinances, or is otherwise determined to be in need of corrective action or coaching, any

COUNCIL member may individually issue a letter of coaching or reprimand to the Town Manager, with a copy to the COUNCIL, which shall become formal action and placed in the Town Manager's personnel file only after a majority vote of the COUNCIL in attendance at the meeting.

EMPLOYEE agrees to notify the COUNCIL in writing within three (3) business days of being provided or notified of any complaint filed with the Florida Commission on Ethics, any charge or subpoena from any law enforcement agency, or any other civil or administrative claim against EMPLOYEE.

XIII. PERFORMANCE EVALUATION

The TOWN and EMPLOYEE will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the TOWN and progress towards attaining TOWN's policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources committed to be effectively implemented.

During the Term and any Subsequent Term, the COUNCIL will endeavor to evaluate EMPLOYEE's performance annually on or before March 31 of each year during the Term. The PARTIES will agree upon an evaluation format in compliance with applicable Florida laws. If the EMPLOYEE's performance is determined to be at least satisfactory, the COUNCIL may award an increase in Base Salary as agreed by the COUNCIL in its sole discretion and subject to budget considerations. Any such increase shall not require a written amendment to this agreement provided a majority of the COUNCIL in attendance at the meeting vote in favor of such increase.

XIV. SUSPENSION WITH OR WITHOUT PAY

At its discretion, the COUNCIL may implement disciplinary measures short of termination for alleged actions or misconduct which have not been proven, for purposes of conducting an internal review or investigation of alleged actions or misconduct, and the Town and Town Council will not be liable for such actions. The Town will have the right, to suspend the EMPLOYEE without pay when such conduct meets the With Cause grounds identified in Section X(B)(2). Grounds for suspension without pay will also include, but are not limited to, an indictment or information against the Town Manager charging him with a felony or any other crime involving dishonesty or moral turpitude. In addition, the Town Manager may be suspended from time to time with or without pay for offenses as provided in the TOWN's Human Resources Policy Manual, as amended from time to time.

XV. GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.

D. No collective-bargaining agreement to which the Town may become a party will in whole or in part govern, apply to, or be deemed part of or incorporated into this Agreement.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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

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

H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with the TOWN's Charter and Ordinances, as well as applicable laws of the State of Florida. Such laws shall take precedent over any part or portion of provisions as contained herein.

I. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. EMPLOYEE expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

J. JURY WAIVER: EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT, IN THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTAITONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION AND HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THE TRANSACTION GOVERNED BY THIS AGREMENET AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION.

K. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO:	Town of Loxahatchee Groves 155 F Road Loxahatchee Groves, FL 33470 ATTN: Mayor Town Attorney	TO:	James S. Titcomb address on record in Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ___ day of _____, 2020.

TOWN OF LOXAHATCHEE GROVES

By: _____
Robert Shorr, Mayor

ATTEST:

_____
Lakisha Q. Burch, Town Clerk

EMPLOYEE

By: _____
James S. Titcomb

Approved as to form and legal sufficiency:

_____
Town Attorney

LOXAHATCHEE GROVES TOWN MANAGER AGREEMENT 2019-2020

TOWN MANAGER EMPLOYMENT AGREEMENT

This Town Manager Employment Agreement (the Agreement) is made and entered into this 5th day of February 2019, by and between the Town of Loxahatchee Groves, a Florida Municipal Corporation, (hereinafter called "Town") and James S. Titcomb (hereinafter "Town Manager").

WHEREAS, the Loxahatchee Groves Town Council (hereinafter called "Council") voted to employ James S. Titcomb as Town Manager based on his representations that he is qualified to perform all required duties under this Agreement and the Town Charter, and will perform the work in a professional manner; and

WHEREAS, this Agreement sets forth the terms, conditions and compensation and benefits pursuant to which the Town Manager will be employed by the Council as Town Manager.

NOW THEREFORE, it is agreed and acknowledged as follows:

Section 1: Recitals

The recitals stated above are true and correct to the best of the knowledge of the Parties hereto and incorporated herein by this reference.

Section 2: Appointment

Pursuant to Article 4 - Administrative Section (3) of the Town Charter, the Council appoints James S. Titcomb as its Town Manager.

Section 3: Term

The initial term of this Agreement will be for a period of one (1) year from March 18, 2019 ("Commencement Date").

This Agreement may be renewed by subsequent and successive (1) one year periods by a motion to renew by the Town Council adopted no more than ninety (90) and no less than thirty (30) days prior to the expiration date under such continuing or modified terms as agreed to by the Town Manager.

Section 4: Duties and Authority

Town agrees to employ James S. Titcomb as Town Manager to perform the functions and duties specified in the Town Charter and Code of Ordinances and directed by the Town Council from time to time.

Section 5: Compensation

The Town agrees to pay Town Manager an annualized salary of $125,000.00; payable as earned

in 26 equal installments per year for the Initial Term (each 2 week installment period is a "pay period"). For renewal terms any salary adjustments will be set forth the Council's motion to renew.

Section 6: Work Schedule

(A) The position of the Town Manager is classified as an FLSA exempt status position and not hourly-type employment. Hence, the Town Manager shall do all things necessary and required to be available to the Town, its agents, servants and employees during the course of this Agreement on a twenty-four (24) hour basis, seven (7) days a week for emergency, and other public purposes, consistent with good and respectable management requirements and as otherwise dictated and provided by the Charter and ordinances of the Town, as well as provided by general law in the State of Florida, and the management principles of the International City/County Management Association ("ICMA"), which the Town Manager has been a continuous member in good standing since 2012.

(B) The Town Manager will advise the Town Council in writing of absences; in advance for planned vacation leave or travel, or as soon as practicable after unplanned leave or travel.

Section 7: Personal Time Off (PTO)

The Town Manager will accrue Personal Time Off pursuant to the Town's employment policies.

Section 8: Holidays

Town Manager will be entitled to the same paid holidays granted to the Town's employees.

Section 9: Health Benefits

The Council will provide the Town Manager coverage under a Comprehensive Health Insurance Plan program; including medical, dental and vision (as available from the Town plan provided). In addition, it will provide both short term and long term disability coverage for the Town Manager under its current plans. Coverage will commence in accordance with the terms of the providers' respective contracts, or any exceptions thereto granted by Provider. Payment for these benefits will be to the same extent as the Town provides for other non-union Town employees.

Section 10: Life Insurance

The Town shall provide a term life insurance policy for the Town Manager in an amount $15,000, or any amount as provided for all or any other employees. Coverage will commence in accordance with the terms of the provider's Agreement. The beneficiary of the term life insurance policy will be determined by the Town Manager. This life insurance coverage will only be effective during the term of this Agreement.

Section 11: Retirement

For the term of the Town Manager's employment, in lieu of Florida Retirement System (FRS) participation, the Town will contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to 9% per year of the Town Manager's annual base salary. Contributions will occur per pay period. All such funds will be owned by the Town Manager and fully transferable upon the termination of the Town Manager's employment to the extent allowed by law during the effective term of this Agreement.

Section 12: Dues and Subscriptions

Subject to appropriation by the Council in the Town's annual budget on a line item basis, or as authorized separately by the Town Council, the Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association (ICMA), the Florida City County Management Association (FCCMA), the local Palm Beach County League of Cities (PBCLOC) and the local area Palm Beach County City Managers Association (PBCCMA). The Town will maintain membership in the Florida League of Cities (FLC), National League of Cities (NLC), and other dues and subscriptions in order that the Town Manager can participate fully with membership benefits.

Section 13: Outside Activities

With prior approval of the Council, which approval is at the sole discretion of the Town Council, the Town Manager may engage in additional professional activities separate and apart from the Town, provided said activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town, and are not carried out on Town Property, using Town resources, equipment or property, and not during normal business hours of the Town's offices.

Section 14: Equipment, General Business Expenses and Professional Development

The Town will provide appropriate equipment necessary for the Town Manager to perform the Town Manager's official responsibilities, including but not limited to,

(A) Computer, laptop or tablet, and cell phone, which will remain the property of the Town.

(B) The Town Manager will be reimbursed for work-related millage pursuant to and consistent with Internal Revenue Service guidelines.

(C) The Town will pay for reasonable and customary travel and subsistence expenses, consistent with Chapter 112, Florida Statutes, of the Town Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the Town Manager and to pursue necessary official functions for the Town, including but not limited to the ICMA annual conferences, the Florida League of Cities annual conferences, and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Manager serves as a member, as and if approved in the budget or as otherwise approved

by the Council.

The Town will pay travel and subsistence expenses of the Town Manager for short courses, institutes, conferences, workshops and seminars that are necessary for the Town Manager's professional development and for the good of the Town, as and if approved in the budget or as otherwise approved by the Council. The Council acknowledges the value of having the Town Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Council will pay for the reasonable membership fees and/or dues to enable the Town Manager to become an active member in local civic clubs or organizations, as and if approved in the budget or as otherwise approved by the Council.

Section 15: Indemnify and Hold Harmless

(A) To the extent permitted by Section 111.07, Florida Statutes, and as further set forth in the Town Code, the Town shall defend, hold harmless and indemnify the Town Manager against any claim, demand, action, cause of action or suit, whether groundless or otherwise, arising from any act, error or omission, alleged or real, which may occur within the scope of the Town Manager's services and employment pursuant to this Agreement and/or the performance of his duties as Town Manager. Said duty to defend, hold harmless and indemnify the Town Manager against any claim, demand, action, cause of action or suit, will be subject to the limits set forth in sub-section (B) Legal representation of the Town Manager will be provided by the Town at Town expense. However, any attorney's fees paid from public funds for the defense of the Town Manager when he is found to be personally liable by virtue of acting outside the scope of his employment, or as acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the Town in a civil action against such officer, employee, or agent. If the Town is asked to appoint legal counsel for defense of the Town Manager, the Town Manager will not be entitled to his or her choice of legal counsel. If the Town fails to provide an attorney, upon request of the Town Manager, to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the Town Manager, the Town shall reimburse the Town Manager if he prevails in the action for court costs and reasonable attorney's fees.

(B) The Town will self-insure or otherwise provide and pay for within the Town's commercial general liability/professional liability insurance policies, to fully defend, indemnify and hold harmless the Town Manager against any and all claims, demands, suits, actions or proceedings of any kind or nature, arising out of the performance of the Town Manager's official duties and responsibilities as Town Manager, all as further provided in this section. Said insurance will have standard liability limits of the Town's policy coverage (minimum of $1,000,000) for single limit liability and current (as of October 1st 2018) property damage coverage as contracted under the Town's general liability and property policy.

Section 16: Termination for Cause

The employment of the Town Manager may be terminated pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Council for cause in accordance with the procedures set forth herein below. An effective date for a termination for cause may be

immediately or as determined by the Town Council. The term "for cause" is defined to mean:

1) Misfeasance, malfeasance and/or nonfeasance in performance of Town duties and responsibilities as determined by the Town Council;
2) Conviction of a felony, or any other crime involving dishonesty or moral turpitude, whether or not adjudication is withheld during the term of this Agreement;
3) Willful neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office as determined by the Town Council;
4) Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination, including any offense provided for in the official approved Town Employee Manual, as amended from time to time, as an offense for which a Town employee may be terminated;
5) The commission of any act, which constitutes moral turpitude;
6) A knowing or intentional violation of the Town, Palm Beach County, State of Florida, or the International City/County Management Association's Code of Ethics.
7) Engaging in sexual harassment, or other employment discrimination conduct under Federal, State or Local law, as admitted by the Town Manager or as determined by a government body after a hearing at which the Town Manager was given an opportunity to be heard in his defense.

If the Town Manager is terminated for cause, Town is under no legal obligation to pay the Town Manager any severance pay or benefits. However, the Town will pay the Town Manager any accrued and unpaid salary and annual leave earned prior to the effective date of termination. After the payment described in the immediately preceding sentence, the Town will have no further financial obligation to the Town Manager pursuant to this Agreement. At its discretion, the Town Council may implement disciplinary measures short of termination for actions listed above, which have been alleged but not proven, and the Town and Town Council will not be liable for such actions. The Town will have the right, for cause as above defined, to suspend the Manager without pay. Grounds for suspension without pay will include, but are not limited to, an indictment or information against the Town Manager charging him with a felony or any other crime involving dishonesty or moral turpitude, as well as for cause as provided above. In addition, the Town Manager may be suspended from time to time with or without pay for offenses as provided in as per a Town Employee Manual, as amended from time to time.

This section will survive the termination of this Agreement.

Section 17: Termination Without Cause

The Town Manager may be terminated "without cause" pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Council. An effective date for a termination without cause may be immediately or as determined by the Town Council.

If the Town Manager is terminated without cause, the Town Manager will be paid a lump sum severance pay equal to thirty (30) days salary but excluding benefits except as set forth below. Additionally, should the Council terminate the services of the Town Manager without cause, then any accrued and unpaid salary and leave earned prior to the effective date of termination

will be paid. The Town will also compensate the Town Manager for the financial value of the health benefits referred to in Section 9, above, equal to the contribution it would make on behalf of the Town Manager following the date of termination for one month. After the payments described above are made, the Town will have no further financial obligations to the Town Manager, and the Town Manager shall execute a general release to that effect waiving right of litigation against the Town, staff and officials. This section will survive the termination of this agreement. The severance payment will be fully subject to social security deductions and income tax withholdings, as would normally be paid by an employee.

Section 18: Voluntary Resignation

In the event that the Town Manager voluntarily resigns, the Town Manager shall provide to the Council at least sixty (60) calendar days advance written notice. The Town Manager will not be entitled to severance pay; however, the Town Manager will be entitled to receive accrued annual leave as of the date the resignation becomes effective. This section will survive the term of this agreement.

Section 19: Return of Town Property

Upon final termination of the Town Manager's employment whether voluntary, for cause or without cause, the Town Manager shall, within three (3) business days, and without the need for the Town to request same, return all Town property to the Town, including but not limited to keys, cell phone, laptop computer, documents and any other property of the Town in the Town Manager's possession or control.

Section 20: Miscellaneous

(A) No modification of or amendment to this Agreement will be valid unless reduced to writing and signed by both parties.

(B) No collective-bargaining agreement to which the Town may become a party will in whole or in part govern, apply to, or be deemed part of or incorporated into this Agreement.

(C) Any civil action arising out of this Agreement or the nonperformance or breach of any covenant contained in it will be brought only in Palm Beach County, Florida. The parties hereto waive their rights to a jury trial in any matter relating to the Town Manager's employment or the terms of this Agreement.

(D) The Town's waiver of any breach of any term, condition, or covenant of this Agreement will not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Agreement.

(E) If any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, the provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement or their application to other parties or circumstances.

(F) This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

(G) This Agreement contains the entire agreement between the parties. All prior agreements and understandings, whether written or oral, pertaining to the Town's employment of the Town Manager are fully abrogated and of no further force and effect from and after the effective date of this Agreement. The omission from this Agreement of a term or provision contained in any earlier draft will have no evidentiary significance regarding the intent of the parties.

(H) Regardless of which party's counsel prepared the original draft and subsequent revisions of this Agreement, the Town Manager and the Town and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement will not be deemed to be the product of and, therefore, construed against either of them.

(I) In connection with any litigation arising out of this Agreement, including any administrative, trial level or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorneys fee.

(J) 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 Town Manager. Town Manager understands and agrees that in addition to all other remedies and consequences provided by law, failure of the Town Manager to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

TOWN OF LOXAHATCHEE GROVES FLORIDA
A FLORIDA MUNICIPAL CORPORATION

ATTEST:

By: Perla W. Underwood
Town Clerk

Date: Feb. 5, 2019

By: David Browning
Mayor

Date: Feb. 5, 2019

SEAL

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:
Town Attorney

Date: 2/5/19

TOWN MANAGER

By: James S. Titcomb
James S. Titcomb

Date: Feb 4, 2019

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Agreement has been SWORN TO and subscribed before me by Jamie S. Titcomb, this 4th day of February, 2019.

NOTARY PUBLIC

TRACEY L. STEVENS
MY COMMISSION # FF 243806
EXPIRES: June 24, 2019
Bonded Thru Budget Notary Services

✓ Personally Known OR
____ Produced Identification

_____
Type of Identification Produced

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

Agenda Item # 4

TO: **Mayor and Councilmembers**

FROM: **Cheryl Miller**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Master Agreement with Palm Beach Aggregates**

Background:

Pursuant to the Town's Ordinance 2008-09, Council originally approved Palm Beach Aggregates as the Town's rock supplier under the 'best interest' provisions of the ordinance. Further, the Council has approved all current fiscal year to date spending with the Aggregates based on individual project approvals (primarily on B and D Road) as spending exceeds the $10,000 threshold. Purchase Orders have been issued for each project.

Based on discussions with our Attorney, staff has worked with the Aggregates on the attached master agreement to more formally document the approved terms and unit pricing as follows:

INSERT PRICE/TERMS FROM CURRENT PO AGREEMENTS

Recommendations:

Staff recommends Council approval authorizing a master agreement.

AGREEMENT

THIS AGREEMENT is made this _____day of _____, 2020 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN", with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and Palm Beach Aggregates, LLC**,** a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 20125 State Rd. 80, Loxahatchee FL 33470.

RECITALS

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

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

WHEREAS, CONTRACTOR submitted a proposal for the material requested;

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

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

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

1. SCOPE OF WORK

1.1 The scope of work is to provide various types of rock material to the TOWN.

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

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

2. USE OF AGENTS OR ASSISTANTS

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

3. FEE AND TERM

3.1 For the goods/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's proposal, as set forth in Exhibit "A".

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

3.3 The initial term of the Agreement shall become effective upon approval by both parties and shall extend until September 30, 2020, unless terminated earlier, as provided below. The Agreement may be renewed for two one year periods upon the consent of both parties.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods shall be specified in the CONTRACTOR's proposal, and no additional costs shall be authorized without prior written approval from the appropriate authority.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an invoice for the goods.

6. COPIES OF DATA/DOCUMENTS

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

7. OWNERSHIP

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

8. DEFAULTS, TERMINATION OF AGREEMENT

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

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

9. INSURANCE

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

evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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

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

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

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

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

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

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

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may

use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

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

10. WAIVER OF BREACH

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

11. INDEMNITY

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

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

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

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

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

13. ASSIGNMENT

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

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

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

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

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

17. TIME IS OF THE ESSENCE

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

18. NOTICES

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

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

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

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

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

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

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause,

existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

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

22. LIMITATIONS OF LIABILITY

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

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

24. PREPARATION

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

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

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

27. PUBLIC RECORDS

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

(a) Keep and maintain public records required by the TOWN to perform the service.

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

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

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

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

LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

28. COPYRIGHTS AND/OR PATENT RIGHTS

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

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

30. FEDERAL AND STATE TAX

30.1 The TOWN of Loxahatchee Groves is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. CONTRACTORs or CONTRACTORs doing business with the TOWN of Loxahatchee Groves shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall any CONTRACTOR/CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

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

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall

save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN. The CONTRACTOR will be paid for all services rendered through the date of termination.

35. SCRUTINIZED COMPANIES

35.1 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of $1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the TOWN's Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

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

ATTEST:

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

Approved as to form and legal sufficiency:

_____
R. Brian Shutt, Town Attorney

CONTRACTOR: **PALM BEACH AGGREGATES, LLC**

By: _____

[Corporate Seal]

Print Name: Justo Navarro

Title: Sales Manager

STATE OF _____)
COUNTY OF _____)

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

Notary Public

_____

Print Name: _____

My commission expires:_____

This Instrument Prepared by:
Matthew Barnes
Akerman, LLP
98 SE 7 Street, Suite 1100
Miami, FL 33131

(Space Above for Recorder's Use Only)

IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF CERTAIN IMPROVEMENTS ("AGREEMENT") PURSUANT TO PROVISIONS OF ARTICLE 100, SECTION 100-60(C) OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA

WHEREAS, **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 and hereinafter, the "Pod B Owner") and **BW SOUTHERN BINKS, LLC**, a Florida limited liability company, having its principal office located at 3708 West Swann Avenue, Suite 200, Tampa, FL 33609 (the "Pod A Owner" and together with the Pod B Owner, collectively the "Owners"), received approval from the THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, a municipal corporation of the State of Florida, in the County of Palm Beach, (hereinafter referred to as the "Town"), for the acceptance of a certain plat of a subdivision known as GROVES TOWN CENTER PUD (the "Plat") by the Town Council (the "Council"), and said Plat was recorded in Plat Book 128, Page 66 of the official records of Palm Beach County, Florida, and a copy of the legal description of the Plat is attached hereto and made a part hereof as **Exhibit "A"** (the property subject to the Plat and described in Exhibit "A" is hereinafter referred to as the "Property"); and

WHEREAS, Article 100, Section 100-60(C), of the Unified Land Development Code of the Town provides that a subdivider may choose to submit a recordable agreement which includes all of the required improvements and the estimated date of completion as an alternative to all required improvements being installed and completed prior to the issuance of a development permit, and such

agreement, hereinafter referred to as the “Improvement Agreement”, shall be submitted to the Council for acceptance; and

WHEREAS, Article 100, Section 100-60(C), of the Unified Land Development Code of the Town provides that the required improvements under an Improvement Agreement may be secured by lien, cash bond, a surety bond executed by a company authorized to do business in the State of Florida, or an irrevocable letter of credit in an amount sufficient to ensure the completion of all required improvements; and

WHEREAS, an improvement covered by this Improvement Agreement is one that exceeds $25,000 and has a life expectancy of five (5) or more years; and

WHEREAS, the Town, through actions of the Council, has approved a multi-phase Conceptual Master Plan dated December 30, 2019 on the Property via Ordinance 2019-08; and

WHEREAS, at the time of the approval of this Improvement Agreement only Pod A and the Conservation Easement as shown on the approved Conceptual Master Plan, also referred to on the Groves Town Center PUD Plat, recorded in Palm Beach County Plat Book 128, Pages 66-70 as Pod A and Tract C-1 respectively have received site plan approval from the Town and are being developed; and

WHEREAS, because Pod A, limited portions of Pod B necessary for the development of Pod A, including Tract R and the road connecting Tangerine Drive to Pod A, and Tract C-1 per the Plat are the only phases of the approved Conceptual Master Plan being developed concurrent with the approval of this Improvement Agreement. Securities for the required improvements are only for those improvements necessary to complete the construction of Pod A and the Conservation Easement per the Conceptual Master Plan; and

WHEREAS, Condition B.7 of Ordinance 2019-08 provides that an improvement agreement addressing all required improvements lying within or adjacent to the Plat shall be approved by the Town Council prior to the issuance of a building permit of the first phase of development. Therefore, this Improvement Agreement lists all required improvements for the full build-out of the Conceptual Master Plan but only provides securities for the required improvements necessary to complete the construction of Pod A and the Conservation Easement.

NOW, THEREFORE, the recitals and findings set forth in the preamble to this Improvement Agreement are hereby adopted by reference hereto and incorporated herein as if fully set forth in this Improvement Agreement.

The Owners hereby covenant and agree with the Town as follows:

1. The Pod A Owner, at its own expense and in accordance with standard specifications of the Town, will construct all improvements listed and described in the list attached hereto as **Exhibit "B"** (the "Pod A Required Improvements"). No complete, partial or temporary certificate of use and/or occupancy shall be issued by the Town for any structure on any Pod or Tract in the Plat unless or until all of the Pod A Required Improvements, per Exhibit B, are completed, as determined by the Town. Notwithstanding the foregoing, so long as the Pod A Required Improvements are completed pursuant to validly issued permits from the Town, County and any other required permitting agency, the Town acknowledges and agrees that it will issue any necessary complete, partial or temporary certificate of use and/or certificate of occupancy for any structure on any Pod or Tract in the Plat owned by the Pod A Owner(s) regardless of whether the Future Improvements, per Exhibit D, and the Conservation Easement Improvements, per Exhibit C, have been completed.
2. The Pod B Owner, at its own expense and in accordance with standard specifications of the Town, will construct all improvements listed and described in the list attached hereto as **Exhibit "C"** (the "Pod B Phase 1: Required Improvements"). No complete, partial or temporary certificate of use and/or occupancy shall be issued by the Town for any structure on any Pod or Tract in the Plat unless or until all of the Pod B Phase 1 Required Improvements are completed pursuant to validly issued permits from the Town, County and any other required permitting agency, as determined by the Town.
3. The improvements listed and described in the list attached hereto as **Exhibit "D"** Pod B Required Future Improvements are improvements that will be constructed as future phases of the Conceptual Master Plan receive site plan approval from the Town. This Improvement Agreement shall be amended, as necessary, each time an existing site plan is amended or an additional site plan is approved for a new phase within the Conceptual Master Plan and security for the required

improvements for said revised or new phase shall be posted with the Town concurrent with the amendment of this Improvement Agreement.

4. In accordance with the provisions of said Article 100, Section 100-60(C), of the Unified Land Development Code of the Town, the Pod A Owner herewith tenders to the Town a surety bond (attached hereto as **Exhibit "E"**), in the amount of $761,515.00, which amount is not less than one hundred and twenty-five percent (125%) of the estimated cost of the construction of the Pod A Required Improvements. Upon completion of the construction of the Pod A Required Improvements and Required Improvements #1, #2, #3, #6 and #7 of the Pod B Phase 1 Required Improvements said surety bond shall be released regardless of whether the remaining Pod B Phase 1 Required Improvements have been completed. Completion of the Pod A Required Improvements is defined as when the Town issues a final inspection for the building permit(s) issued by the Town or Palm Beach County or any other permitting agency for construction of the Pod A Required Improvements and Required Improvements #1, #2, #3, #6 and #7 of the Pod B Phase 1 Required Improvements. Upon receiving a request for a final inspection, the Town shall cause the final inspection to occur within a reasonable time after the Town confirms that it has all information required for a final inspection.

5. In accordance with the provisions of said Article 100, Section 100-60(C), of the Unified Land Development Code of the Town, the Pod B Owner herewith tenders to the Town a surety bond (attached hereto as **Exhibit "F"**), in the amount of $798.454.19, which amount is not less than one hundred and twenty-five percent (125%) of the estimated cost of the construction of the Pod B Phase 1 Required Improvements. Upon completion of the construction of the Pod B Phase 1 Required Improvements said surety bond shall be released. Completion of the Pod B Phase 1 Required Improvements is defined as when the Town issues a final inspection for the building permit(s) issued by the Town or Palm Beach County or any other permitting agency for construction of the Pod B Phase 1 Required Improvements. Upon receiving a request for a final inspection, the Town shall cause the final inspection to occur within a reasonable time after the Town confirms that it has all information required for a final inspection.

6. In the event that either of the Owners of Pod A or Pod B shall fail or neglect to fulfill their obligations under this Agreement, the conditions of said surety bond from the Pod A Owner and surety bond from the Pod B Owner shall be such that the institution from whom the bond is issued shall, within thirty (30) days after receipt of written notice from the Town Manager of the failure or of the neglect of the particular Owner to perform per this Improvement Agreement, construct, or cause to be constructed, the improvements set forth in this Improvement Agreement, pay to the Town a sum up to the total amount secured by this Improvement Agreement as it may be reduced as portions of the improvements are completed. An Owner shall be deemed to have failed or neglected their obligations under this Improvement Agreement if (a) after 60 days the Town can provide evidence of a lack of progress on the construction of the required improvements and (b) the Town provides written notification to the Owner of said evidence of a lack of progress and (c) the Owner fails to receive a passed inspection from the Town or Palm Beach County within 30 days of receiving written notification of a lack of progress. Notwithstanding the previous sentence, if, in the Town's sole determination, the construction of the required improvements is left in a state that presents immediate harm or jeopardy to the health, safety or welfare of any person or abutting property or right-of-way, the Town may enter onto the Property and take measures necessary to alleviate the immediate harm or jeopardy or the Town may make a claim against the surety bond as set forth in Section 7 of this Improvement Agreement or the Town can notify the Surety and the Surety can take measures necessary to alleviate the immediate harm or jeopardy ("Emergency Measures"). The surety bond may be reduced in an amount equal to the cost of any specific improvement listed in the Pod A Required Improvements or Pod B Phase 1 Required Improvements and related soft costs upon completion of its construction, as determined and confirmed by the Town Manager; provided, however, that the amount of the surety bond at all times shall be sufficient to cover the estimated costs of the uncompleted improvements.
7. In the event of non-performance by an Owner as described in Section 6 above, the Town shall have the right to make claims against the surety bond and collect the sum estimated to construct or complete any uncompleted Pod A Required Improvements or Pod B Phase 1 Required

Improvements. Said sum to be estimated by the Department of Public Works of the Town shall include engineering and contingent costs, the recovery of expenditures, if any, made under Emergency Measures and any damages direct or indirect, not to exceed thirty-two (32%) percent, plus reasonable attorneys' fees which the Town may sustain on account of the failure of any Owner to carry out and execute the provisions of this Improvement Agreement. Once the Surety is notified of a claim against the surety bond, the Surety can choose to step into the role of the non-performing Owner and complete the uncompleted improvements covered under the surety bond. Further, the Council shall have the right to construct, or cause to be constructed the required improvements as provided for in this Improvement Agreement and in the event that the Council exercises such right, it shall have the right to collect the final total costs of said required improvements, together with any engineering and contingent costs, the recovery of expenditures, if any, made under Emergency Measures and any damages direct or indirect, not to exceed thirty-two (32%) percent, plus reasonable attorneys' fees, which the Town may sustain on account of the failure of any Owner to carry out and execute all the provisions of this Improvement Agreement. Once the Surety is notified of a claim against the surety bond, the Surety can choose to step into the role of the non-performing Owner and complete the uncompleted improvements covered under the surety bond.

8. This Improvement Agreement will be recorded by the Owners in the Public Records of Palm Beach County within thirty (30) days of its acceptance by the Town at the Owners own cost and expense. Within thirty (30) days of being recorded the Owners will provide a certified copy of the recorded instrument to the Town Manager.

IN WITNESS WHEREOF, Pod B Owner has executed this Instrument on this 23rd day of January, 2020.

Witnesses

Peggy Cordero
Print Name: Peggy Cordero

Andrea M Marschner
Print Name: Andrea M Marschner

LOXAHATCHEE EQUESTRIAN PARTNERS, LLC,
a Florida limited liability company

By: _____
Name: Christopher J. Feeney
Title: Manager

Witnesses

Peggy Cordero
Print Name: Peggy Cordero

Andrea M Marschner
Print Name: Andrea M Marschner

SOLAR SPORTSYSTEMS, INC.,
a New York corporation

By: _____
Name: Christopher J. Feeney
Title: Chief Executive Officer

STATE OF NEW YORK
COUNTY OF ERIE

The foregoing instrument was acknowledged before me the undersigned authority on this 23rd day of January, 2020 by Christopher J. Feeney as Manager of Loxahatchee Equestrian Partners, LLC and as Chief Executive Officer 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: _____

Denise L. Borden
Print Notary Name

DENISE L. BORDEN
Notary Public, State of New York
Qualified In Erie County
My Commission Expires Aug. 4, 2022

IN WITNESS WHEREOF, Pod A Owner has executed this Instrument on this _____ day of _____, 20___.

Witnesses

_____
Print Name: _____

_____
Print Name: _____

BW SOUTHERN BINKS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me the undersigned authority on this ____ day of _____, 20___ by _____ as _____ of BW Southern Binks, LLC on behalf of said entity. He is personally known to me or has produced _____.

NOTARY SEAL:

_____
Notary Public

My Commission Expires: _____

_____
Print Notary Name

APPROVED BY:

_____
Jaime Titcomb
Town Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
Brian Shutt, Town Attorney

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.

LESS THE RIGHT-OF-WAY TAKEN FOR SOUTHERN BOULEVARD (STATE ROAD 80), PURSUANT TO THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY CONVEYED TO THE TOWN OF LOXAHATCHEE GROVES BY RIGHT OF WAY DEED RECORDED JULY 11, 2016 IN OFFICIAL RECORDS BOOK 28425, PAGE 1808 OF THE 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, 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° 26' 32" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39° 58' 31" 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° 54' 52", AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02° 09' 47" 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 3,918,371 SQUARE FEET/89.953 ACRES MORE OR LESS.

EXHIBIT "B"

Pod A Required Improvements

1. Right-turn lane from Southern Blvd (no bond with the Town is necessary because the Pod A Owner has posted a bond with FDOT for this improvement). $97,185.92.
2. Access roads abutting the north and east sides of Pod A and other work related to Pod A. $609,212.00.
3. SUB-TOTAL = $609,212.00.
4. TOTAL (125%) = $761,515.00.

EXHIBIT "C"

Pod B Phase 1 Required Improvements (1)

1. Horse Trail per specs on the site plan approved by Resolution 2018-84. $70,155.80.
2. Equestrian Bridge including bollards on the north side. $122,400.00.
3. Equestrian trail crossings, including flashing sign at "B" Road and static signs at "C" Road and Collecting Canal Road. $47,028.79.
4. Removal of fencing along "C" Road. $6,126.93 (under $25,000 so bond not required).
5. Clearing for the first 20 feet to the south of Collecting Canal. $22,827.68 (under $25,000 so bond not required).
6. The portion of Tangerine Drive shown as Tract R on the Groves Town Center PUD plat as recorded in PB 128, PG 66. $191,233.68.
7. The road connecting Tangerine Drive to Pod A. $62,565.08.
8. Replacement trees in the conservation and buffer areas in the amount shown on the landscaping plan in the Restrictive Covenant and Limited Access Easement recorded in ORB 30616, PG 1289, which is 431 slash pines (8 – 10' tall and 2" caliper) and 107 sabal palmetto palms (12 – 24' tall). $145,380.00.
9. SUB-TOTAL = $638,763.35.
10. TOTAL (125%) = $798,454.19.

(1) Pod B Phase 1 Required Improvements include those within Tracts R and C-1 and the road connecting Tangerine Road to Pod A located in Pod B of the Groves Town Center PUD Plat, recorded in Palm Beach County Plat Book 128, Pages 66-70. Required Improvements #6 and #7 are to be completed in conjunction with Pod A Required Improvements.

EXHIBIT "D"

Pod B Required Future Improvements

1. Remainder of Tangerine Drive extending to "C" Road upon build-out of master plan.
2. Roadway connections to Southern Boulevard for future phases, as necessary.
3. Drainage improvements.
    a. A conceptual drainage plan for the entire PUD, including the provision of legal positive outfall for Phase 1 (Pod A) and the existing temporary drainage pond, shall be approved by the Town Engineer prior to the issuance of the first certificate of occupancy for Phase 1 (Pod A). This is from Condition C.9 of Ordinance 2019-08.
    b. Prior to the issuance of the first building permit necessary easements and agreements for legal positive outfall and stormwater attenuation (temporary or permanent) shall be recorded. This is from Condition C.10 of Ordinance 2019-08. Drainage easements have been provided between the Pod A Owner and the Pod X Owner in the Declaration of Reciprocal Easements, Covenants and Restrictions recorded in Official Records Book 30693, Page 754 of the public records of Palm Beach County, Florida.
4. Water and sewer lines and laterals.
5. Landscaping located in perimeter landscape buffer easement on Plat.

EXHIBIT "E"

Copy of bond for Pod A Required Improvements

EXHIBIT "F"

Copy of bond for Pod B Phase 1 Required Improvements

Liberty Mutual SURETY

PERFORMANCE BOND
(Annual Form)

Bond No. 674212067

KNOW ALL MEN BY THESE PRESENTS, that we, Solar Sportsystems, Inc., 250 Delaware Avenue, Buffalo, NY 14202 as Principal, and Liberty Mutual Insurance Company, licensed to do business in the State of Massachusetts, as Surety, are held and firmly bound unto The Town of Loxahatchee, Florida (Obligee), in the penal sum of Seven Hundred Ninety-eight Thousand Four Hundred Fifty-four Dollars And Nineteen Cents ---------- Dollars ($798,454.19), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 22nd day of January, 2020, and terminating the 31st day of December, 2020, for Improvement Agreement and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from February 4, 2020 until December 31, 2020, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal, by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 22nd day of January, 2020.

Solar Sportsystems, Inc.

Cynthia J. Boyd
Witness

Principal

Liberty Mutual Insurance Company

Cynthia L. Choren
Witness Cynthia L. Choren

Attorney-in-Fact Karen L. Roider
(FL Non-Resident Licence #P193967)

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Agreed and acknowledged this _____ day of _____, _____.

By: _____
Obligee

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Karen L. Roider all of the city of St. Louis, state of Missouri each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

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

FROM: **Lakisha Burch, Town Clerk**

VIA: **James Titcomb, Town Manager**

SUBJECT: **2020 Municipal Agreement**

Background:

The Supervisor of Elections (SOE) requires the Town submit the Interlocal agreement between the Town and the SOE, as soon as possible for inclusion on the March 17, 2020 election ballot for candidates and referendum questions.

Recommendations:

That the Town Council approve the 2020 Municipal Agreement between the Palm Beach County Supervisor of Elections and Town of Loxahatchee Groves regarding the Town of Loxahatchee Groves Municipal Election to be held on March 17, 2020.

RESOLUTION NO. 2020-01

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT FOR ELECTION SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELETIONS FOR THE 2020 MUNICIPAL ELETION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves shall conduct its annual Municipal General Election on Tuesday, March 17, 2020 with the possibility of a second (run-off) election on March 31, 2020, pursuant to the Town Charter.

WHEREAS, one polling place is provided for the Town, Precinct 6094, and shall be open between the hours of 7:00 a.m. - 7:00 p.m. on Election Day, March 17, 2020; and

WHEREAS, registered voters shall have the opportunity to cast their vote for candidates who have filed and qualified for the Office Town Council Member Seat 5 and for referenda questions, pursuant to the Town Charter of the Town of Loxahatchee Groves, Palm Beach County, Florida.

WHEREAS, an Agreement in the form attached hereto Exhibit "A" outlines the responsibilities of each party for conducting the election and provides that Town of Loxahatchee Groves will share on a pro rata basis with other municipalities participating in the March 2020 elections, the cost incurred by the Supervisor of Elections' Office associated with conducting municipal elections throughout Palm Beach County;

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. Precinct 6094 is hereby authorized for the Municipal Election to be held on Tuesday, March 17, 2020 for the Office of Town Council Member for Seat 5, and Town referenda questions, which is within the Town of Loxahatchee Groves, Florida.

Section 3. The Town Council requests and authorizes the Palm Beach County Supervisor of Elections to conduct its municipal election consistent with the Town Charter,

Florida law, the Agreement between the Town and the Palm Beach County Supervisor of Elections, attached hereto as **Exhibit "A"** and hereby approved, and this resolution.

Section 4. Town of Loxahatchee Groves' Council hereby approves the agreement for Vote Processing Equipment and Election Services by and between the Palm Beach County Supervisor of Elections and Town of Loxahatchee Groves in the form attached hereto as Exhibit "A" and authorizes the Mayor and Clerk to execute the Agreement on behalf of the Town of Loxahatchee Groves.

Section 5. That for purposes of this election and any future municipal election, the Town Council hereby determines that due to the ability of registered voters to cast absentee ballots for a municipal election that early voting is not necessary for a municipal election, and that it is in the best interest of the Town to opt out of early voting for municipal elections.

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

Section 7. 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 8. This Resolution shall become effective immediately upon its passage and adoption.

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

	Aye	Nay	Absent
Robert Shorr, MAYOR	□	□	□
David DeMarios, VICE MAYOR	□	□	□
Laura Danowski, COUNCIL MEMBER	□	□	□

Lisa El-Ramey, COUNCIL MEMBER	□	□	□
Phillis Maniglia, COUNCIL MEMBER	□	□	□

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF FEBUARY, 2020.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarios

Council Member Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Lisa El-Ramey

Office of the Town Attorney

Council Member Phillis Maniglia

EXHIBIT "A"

AGREEMENT FOR VOTE PROCESSING EQUIPMENT AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE TOWN OF LOXAHATCHEE GROVES

2020 MUNICIPAL ELECTIONS
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as "SOE") and the **City of _____, Florida** (hereinafter referred to as "MUNICIPALITY").

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election in conjunction with the Presidential Preference Primary Election to be held on March 17, 2020, and a Run-Off Election, if necessary, to be held on March 31, 2020, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit "A").

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit "A").

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training (Exhibit "A").

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit "A" controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules control (Exhibit "B"). MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change (Exhibits "A" and "B").

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes, municipal charter and municipal ordinances, provided that MUNICIPALITY shall make SOE aware of all publications required by MUNICIPALITY'S charter or ordinances. SOE agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that SOE shall be responsible for the accurate and complete translation of any such notices.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents ($.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPLITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, Spanish and Creole, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

MUNICIPALITY shall be responsible for providing all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for providing any additional translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred (Exhibit "B").

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services (Exhibit "B").

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall determine, check and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information (Exhibit "A").

12.2 Run-Off Election.

In the event of a run-off election, SOE ***shall not*** create or mail sample ballots.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election for which the SOE is not a member of the canvassing board, a member of the municipality canvassing board must be present for openings, duplications and tabulations.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit "A").

14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup (Exhibit "B").

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B").

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by SOE for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature	Signature
Wendy Sartory Link Name (Printed or Typed)	Name (Printed or Typed)
Palm Beach County Supervisor of Elections Title	Title
Date	Date
Witness Signature	Witness Signature
Witness Name (Printed or Typed)	Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections

Schedule of Municipal Election Fees

Presidential Preference Primary and Municipal Elections

Tuesday, March 17, 2020

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total	**$500.00**
VBM Services Other Than Required for PPP	
VBM Ballot Services	$5.04/Ballot
VBM Ballot Return Postage Fees	TBD
Unanticipated Costs	**TBD**

EXHIBIT “B”

Palm Beach County Supervisor of Elections

Schedule of Municipal Run-Off Election Fees

Presidential Preference Primary and Municipal Elections

Tuesday, March 31, 2020

General Municipal Run-Off Election Services	Estimated Costs
Vote-by-Mail Ballot Services	$5.04/Ballot
Run-Off Election Day Services	$3,550.46
Precinct Services	$139.46
Delivery and Pickup of Equipment	TBD
Ballot Printing	TBD
Poll Worker Salaries	TBD
Translation and Recording of Audio Ballot	TBD
VBM Return Postage Fees	TBD

*Itemized invoices will be provided in the event of a run-off election.

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

Agenda Item # 7

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

FROM: **Larry Peters, Director of Public Works**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Replacement of Roadway Drainage Culverts**

Background:

Based on the need for the replacement of several roadway drainage culverts and intersection widening throughout the Town, staff is requesting approval of the following:

A. At the intersection of Folsom Road and 25th Street……. $11,893.00

B. At the intersection of Kazee and G Road East……. $ 7,717.50

C. At the intersection of 35th Street and E Road……... $18,883.00

D. At the intersection of Timberlane Place and West C Road…….. $26,631.00

E. In the roadway at 1550 C Road…(Collapse Pipe)…… $21,565.00*

- Easement needed for drainage swale.

See attached proposals.

Recommendations:

Staff seeks Council approval to execute purchase orders, with WBI, Inc., for the replacement of drainage culverts, ____, _____, ____, _____, and _____, at a total cost not to exceed $___ , _____.00.

155 F Road Loxahatchee Groves, FL 33470

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

FROM: **Larry Peters, Director of Public Works**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Road Materials Provided and Delivered by Palm Beach Aggregates, LLC.**

Background:

In order to continue the replenishment of base rock to the Town's Grid of Major Roads, we are requesting approval of one or more of the following purchases from Palm Beach Aggregates, LLC, at previously approved 2018 rates:

A Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of $78,750.00.

South E Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of $85,100.00.

North E Road from Okeechobee Road to South North Road (1.00 Miles) at a cost of $68,700.00.

Collecting Canal Road from D Road to Folsom (1.67 Miles) at a cost of $100,000.00.

Folsom Road, East 25th Street, and East G Road (1.0 Miles) at a cost of $65,450.00.

It should be noted that these costs are solely for materials and do not include drainage or any related rentals of equipment.

Recommendations:

Staff seeks Council approval to execute purchase orders with Palm Beach Aggregates, LLC. for providing and delivering materials for ____, ____, roads as noted above at a total cost not to exceed $200,000.00

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: Lpeters@loxahatcheegrovesfl.gov
Contact: Larry Peters

January 17, 2020
Proposal submitted by Jorge Perez
Job Name:25th Street & Folsom rd Drainage Pipe replacement

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

Pipe Replacement-
Install 24" C.A.P. culvert pipe across Folsom Road 60 l.f.
Extend canal bank and stabilize with sod and rubble 1 l.s.

TOTAL BID: $11,893.00

Payment to be made as follows: Lump sum amount of 14 days of Invoice date
Existing pipe to remain in place.
PRICES VALID FOR 30 DAYS

Accepted by:_____

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: Lpeters@loxahatcheegrovesfl.gov
Contact: Larry Peters

January 17, 2020
Proposal submitted by Jorge Perez
Job Name: Kazee Road & G Road East Drainage Pipe replacement

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

Pipe Replacement-
Kazee & G Road East-
Install 10" PVC bleeder across Kazee rd. 30 l.f.
South End-Remove and replace existing culvert pipe with 15" C.A.P. from canal to ditch. 30 l.f.

TOTAL BID: $7,717.50

Payment to be made as follows: Lump sum amount of 14 days of Invoice date
No density testing or surveying included, Silt or sand removal and disposal
PRICES VALID FOR 30 DAYS

Accepted by:_____

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: Lpeters@loxahatcheegrovesfl.gov
Contact: Larry Peters

January 17, 2020
Proposal submitted by Jorge Perez
Job Name: E Road & 35th drainage Improvements

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

Intersection Improvements-
Install inlet in ditch and outfall to E Road Canal
Clearing & grubbing
Import fill & base rock to widen intersection

TOTAL BID: $18,883.00

Payment to be made as follows: Lump sum amount of 14 days of Invoice date
No density testing or surveying included, Silt or sand removal and disposal
PRICES VALID FOR 30 DAYS

Accepted by:_____

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: Lpeters@loxahatcheegrovesfl.gov
Contact: Larry Peters

January 17, 2020
Proposal submitted by Jorge Perez
Job Name: Timberlane Place drainage Improvements

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

Intersection Improvements-
Install inlet in ditch and outfall to C Road Canal
Clearing & grubbing
Import fill & base rock to widen intersection

TOTAL BID: $26,631.00

Payment to be made as follows: Lump sum amount of 14 days of Invoice date
No density testing or surveying included, Silt or sand removal and disposal
PRICES VALID FOR 30 DAYS

Accepted by:_____