

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

AGENDA

MAY 4, 2021 7:00 – 10:30 P.M.

Palm Beach County entered modified “Phase-3” Covid-19 public protocols, limited public audience can be accommodated in Town Hall (currently a max 12-person audience w/mandatory facemasks, social distancing, first come seating). Public comment is also accepted by writing the Clerk’s office. This meeting will be streamed and close-captioned as normal, access instructions posted on website.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 4)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Glen Torcivia, Esq.

Town Clerk, Lakisha Q. Burch

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Palm Beach County entered "Phase-3" Covid-19 protocols, a limited public audience can be accommodated of up to 12-persons in audience, mandatory masks, social distancing, first come seating). Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments received will be "received and filed" and acknowledged as part of the official public record for indicated meeting. The Town Council meeting will be live-streamed and close-captioned for the public via our website.

PRESENTATION AND PROCLAMATION

1. Reading of Proclamation: Municipal Clerk Week
 - a. Southeast District Director Lanelda Gaskins to present Town Clerk Burch with her Masters Municipal Clerk Award

CONSENT AGENDA

2. Approval of Meeting Minutes.
 - a. January 19, 2021
 - b. February 16, 2021
3. Approval of Resolution No. 2021-24 authorizing the purchase of the Long Reach Mowing/Edging Tractor.
4. Approval of Resolution No. 2021-25 authorizing the Revised and Renewed Master Agreement with Palm Beach Aggregates.
5. Approval of Interlocal Agreement with Solid Waste Authority.

PUBLIC HEARING

6. Approval of Ordinance No. 2021- 03 on first reading authorizing the following to be regular members of the Planning Zoning Board and two (2) alternate members.
7. Approval of Lockhart In-Door Self Storage Facility.
 - a. Approval of Ordinance No. 2021-01 on second reading assigning Commercial Low (CL) Zoning Map designations on the Town of Loxahatchee Groves Zoning Map to the following three parcels of land located at 14711 Southern Boulevard,

Loxahatchee Groves, Florida 33470 comprising 2.62 acres, 2.62 acres, more or less being more fully described in Exhibit “A” Hereto: the 2.45 acres parcel owned by Sameera and Muean Ayesh; The 0.10 acre parcel owned by Tahia S. and Sameera Ayesh; and the 0.61 acre more or less parcel owned by Tahia S. and Sameera Ayesh.

- b. Approval of Ordinance No. 2021- 02 on second reading Unified Land Development Code Amendments proposed by Mr. James Lockhart to: (1) Revise Article 10 Definitions, Abbreviations and Construction of Terms to add the definition of Limited Access Self-Indoor Storage Facility; (2) Amend Article 25 Commercial Zoning Districts Section 25-015 Permitted Uses to Revise the Warehouse , Self-Storage use to read Limited Access Indoor Self-Storage Facility permitted with a Category “A” Special Exception Approval, Subject to Section 80-075 Limited Access Indoor Self-Storage Facility; and (3) add Article 80 Conditional Uses Section 80-075 Conditional Uses Section 80-075 Limited Access Indoor Self-Storage Facility.
 - c. Approval of Resolution No. 2021-10 the Lockhart Limited Access Indoor Self-Storage Facility Site Plan for Land owned by Tahia and Sameera Ayesh, consisting of 2.62 acres more or less, located on the North side of Southern Boulevard approximately 880 feet West of “D” Road Loxahatchee Groves, Florida legally described in Exhibit “A” to this Resolution.
- 8. Approval of Resolution No. 2021-17 the Aldi Sign Variance, for land owned by BW Southern Binks, LLC, consisting of 4.73 acres more or less, located at the Northeastern Corner of Southern Boulevard and “B” Road Loxahatchee Groves, Florida legally described in Exhibit “A” to the Resolution.
 - 9. Approval of Resolution No. 2021-18 the Southern Palms Car Wash Site Plan for land owned by BW Royal Master Properties, Inc., consisting of 1.52 acres more or less, located on the North side of Southern Boulevard East of “B” Road Loxahatchee Groves, Florida, legally described in Exhibit “A” to this Resolution.
 - 10. Approval of Resolution No. 2021- 19 the Heartland Dental Office Site Plan for land owned by Solar Sportsystems, Inc., consisting of 1.05 acres more or less located on the North side of Southern Boulevard East of “B” Road Loxahatchee Groves, Florida, legally described in Exhibit “A” to the Resolution.

REGULAR AGENDA

- 11. Approval and appointment of Town of Loxahatchee Groves’ committees.
 - a. Resolution No. 2021-20 Finance Audit and Advisory Committee (FAAC).
 - b. Resolution No. 2021-21 Roads, Equestrian Trails & Greenway Advisory Committee (RETGAC).
 - c. Resolution No. 2021-22 Unified Land Development Code Committee (ULDC).
 - d. Resolution No. 2021-23 Town of Loxahatchee Groves Charter Review Committee.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Laura Danowski (Seat 2)

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

Mayor Robert Shorr (Seat 4)

TOWN STAFF COMMENTS

Town Manager

Assistant Town Manager

Town Attorney

Public Works Director

Town Clerk

ADJOURNMENT

Comment Cards:

Note public comment rules are modified during the COVID-19 pandemic, see above.

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



155 F Road Loxahatchee Groves, FL 33470

Agenda # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

DATE: April 27, 2021

VIA: James Titcomb, Town Manager

SUBJECT: Municipal Clerks Week and presentation of Master Municipal Clerk Award

Background: The Florida Association of City Clerks is a professional association comprised of more than 600 municipal clerks representing Florida's cities, towns, villages, and special districts. Membership in FACC provides an array of benefits including extensive and superior educational offerings through state academies, localized district mini-academies, webinars, and Athenian dialogues.

On May 2-8, 2021, the International Institute of Municipal Clerks is sponsoring the 52nd Annual Municipal Clerks Week, a weeklong series of activities aimed at increasing the public's awareness of municipal clerks and the vital services they provide for local government and the community. During this week, municipal clerks throughout the world will host open houses and tours of the municipal clerk's office, visit local schools, and participate in other various events.

Municipal Clerks Week was initiated in 1969 by the IIMC and is endorsed by all or its members throughout the United States, Canada and 15 other countries. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed proclamations officially declaring Municipal Clerks Week the first full week of May and recognizing the essential role municipal clerks play in local government.

Also, on February 19, 2021, Lakisha Burch, Town Clerk was awarded the Master Municipal Clerks' designation from International Institute of Municipal Clerks (IIMC).

IIMC grants the MMC designation only to those Municipal Clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state.

Staff recommends: Town Council recognize May 2-8, 2021 Municipal Clerks Week and read proclamation into record. Also allow Southeast District Director Lanelda Gaskins present Lakisha Burch with her MMC plaque and pin.

**Before the Town Council of the Town of Loxahatchee Groves,
Palm Beach County, Florida
A Proclamation
Municipal Clerks Week - May 2-8, 2021**

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

Whereas, Municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The municipal clerk serves as the information center on functions of local government and community.

Whereas, Municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, therefore, be it proclaimed by the Town of Loxahatchee Groves that May 2-8, 2021, as:

Municipal Clerks Week

in the Town of Loxahatchee Groves, recognize the week of May 2 through May 8, 2021, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Lakisha Burch, and to all municipal clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Duly Adopted this Forth Day of May 2021

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Phillis Maniglia

Councilmember Marianne Miles

Councilmember Marge Herzog



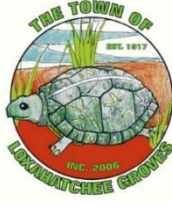
155 F Road Loxahatchee Groves, FL 33470

Agenda # 2

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
DATE: April 27, 2021
VIA: James Titcomb, Town Manager
SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP/SPECIAL MEETING
JANUARY 19, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:04 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney James Brako, Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Councilmember Danowski asked if item 1 Meeting Minutes be pulled from the Consent Agenda stating that she needed additional time to review the minutes and expressed her concerns.

Councilmember Shorr asked that item 2 be pulled for discussion.

Mayor El-Ramey stated that she agrees with Councilmember Danowski and had a discussion with Town Attorney regarding the minimum meeting notes and is there a way to stated that we are also adopting the closed caption and audio.

Town Manager Titcomb asked that some housekeeping measures be done and repeated what the motion and request were from the Councilmembers.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to table all meeting minutes until the February 2, 2021 Town Council Regular Meeting; it was voted as follows; Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by the following: Bobby Barnette and Virginia Standish.

CONSENT AGENDA

1. Approval of Meeting Minutes.

- | | |
|-----------------------|---|
| a. January 21, 2020 | Town Council Workshop Meeting Minutes |
| b. February 18, 2020 | Town Council Workshop Meeting Minutes |
| c. March 3, 2020 | Town Council Regular Meeting Minutes |
| d. September 22, 2020 | Town Council Final Budget Hearing Meeting Minutes |
| e. October 6, 2020 | Town Council Regular Meeting Minutes |
| f. October 20, 2020 | Town Council Workshop/Special Meeting Minutes |
| g. November 3, 2020 | Town Council Regular Meeting Minutes |
| h. November 17, 2020 | Town Council Workshop Meeting Minutes |
| i. December 1, 2020 | Town Council Regular Meeting Minutes |
| j. December 15, 2020 | Town Council Workshop/Special Meeting Minutes |

PULLED FROM THE CONSENT AGENDA AND TABLED UNTIL THE FEBRUARY 2, 2021 TOWN COUNCIL REGULAR MEETING.

2. Approval of Town Council Meeting Schedule from May 2021 to December 2021.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to pull item 2 approval of Town Council Meeting Schedule from May 2021 to December 2021 from the Consent Agenda for discussion; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Councilmember Shorr asked Town Clerk Burch asked was this schedule time sensitive and could this be postponed until after the election. Town Clerk Burch responded to Councilmember Shorr's stating that there would be no hardship regarding the scheduling of these meetings, and it is totally up to Town Council. There was discussion among Town Council.

Motion was made by Councilmember Shorr seconded by Vice Mayor Herzog to approve item 2 Town Council Meeting Schedule from May 2021 to December 2021; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

PRESENTATIONS AND PROCLAMATIONS

3. Proclamation- Martin Luther King, Jr. Day of Service.

Town Council read the proclamation into the record recognizing Martin Luther King, Jr. Day of Service.

Town Clerk Burch stated that if any of the Town Council wanted a proclamation on the agenda, please let her know and she will make sure that it is done that she is just trying to move the Town in a forward motion. She also stated that the last proclamation that she received came from Councilmember Danowski commented about the Village of Wellington celebrating their 25th Year of Incorporation and presenting them a proclamation. Councilmember Maniglia stated that she wanted a proclamation recognizing Ms. Elle Hope, Town Clerk Burch responded by stating she had no issue with this and just needed the information for the proclamation and she would make sure to get on an agenda.

4. Approval of Certified Building Official (CBO) & Services Piggyback.

Town Manager Titcomb presented the item to the Town Council. Mr. Titcomb explained the purpose of the item stating that this model that will pay for this is re-investing money that will be coming to the Town.

a. Nova Engineering and Environmental, LLC.

Javier Jimenez, P.E., Project Manager and Joe Berko, BU, BN, PX, Building Code Administrator of Nova Engineering and Environmental, LLC. presented a PowerPoint presentation to the Town Council. Mr. Jimenez stated the order in which their presentation would be presented and gave an overview of the company and what services they would be offering the Town. Mr. Berko also addressed the Town Council and discussed why the Town needs the services provided and the project approach by Nova Engineering and Environmental, LLC. He also gave brief description of the Florida Building Code.

Councilmember Danowski thanked NOVA representatives for taking the time to present to Town Council. She also asked about their challenges and success in an agriculture community. Mr. Berko responded by stating that the challenges he has experienced are the following: Diverse area-people who live in agriculture areas are wanting two things space and privacy- he further went to explain his answer. He also stated that his job is to make sure that the Florida Building Code (FBO) and what Town Council has agreed on is followed. Councilmember Danowski asked Mr. Berko how Nova would handle the situation where there are properties that have a full growing business but because they have an animal or two what to be consider as agriculture residential. Mr. Berko responded what does the ULDC states and how does Town Council want the code enforcement conducted. Mr. Jimenez reinstated that Nova is here to enforce the Town's rules.

Councilmember Maniglia stated she does not feel that the question regarding agriculture was answered and stated that Palm Beach County has started to crack down on the rent a goat. She also expressed her thoughts on other topics. Mr. Berko addressed Councilmember Maniglia concerns. She also asked about what the protocol for Code Enforcement. Mr. Berko addressed her comment on the ULDC code. He stated that an education process should be done for residents, then proceeded to give examples. Councilmember Maniglia asked how the handling of the planning would be addressed. Town Manager Titcomb addressed her question. Asst. Town Manager Ramaglia also addressed Councilmember Maniglia's concern regarding the planning process.

Vice Mayor Herzog asked having employees work in Westlake affect Loxahatchee Groves. Mr. Berko responded by stating there is not any and stated that an inspector's job is to inspect to make sure that the project is up to code and correct. Mr. Jimenez continue to state that the need of Westlake has no bearing on the needs of Loxahatchee Groves.

Councilmember Shorr stated that looking at the schedule of values are we looking for a piggyback to duplicate this schedule of value for the Town, what is the big picture. Asst. Town Manager Ramaglia stated that this is in the packet as an example. Then continued to explain the piggyback process for this service. Councilmember Shorr asked for help to understand a typical project when

submitting documents for a new house and what is the estimated turnaround time and explain the process. Mr. Berko responded to Councilmember Shorr by stating that he would try to become paperless and stated that he turns building plans in about two weeks. Councilmember Shorr asked who is PZB. Town Manager Titcomb responded to Councilmember Shorr by stating the Town has a PZB board, Town Planner Consultant and Town staff that all contribute to the planning process. Councilmember Shorr asked about Mr. Berko's experience with fast-tracking permits. Mr. Berko and Mr. Jimenez responded to his question.

Mayor El-Ramey stated that the reason for NOVA begin here tonight is that there are cases all over town-how NOVA is going to come in a stop this behavior from continuing. Mr. Berko stated as a Building Official he has the authority to stop work that is not safe or approved.

Councilmember Maniglia asked Town Manager asked is NOVA going to supply the Town with a Plans Examiner and asked about the canal that is between Westlake and Town of Loxahatchee Groves. Town Titcomb responded to her questions. Mr. Jimenez also addressed her questions.

Town Council thanked Mr. Jimenez and Mr. Berko for presenting.

b. SAFEbuild (acquired Calvin, Giordano and Associates, Inc.)

John Stone, Building Services Director (North Florida Region), Mario Sotolongo, Code Enforcement Director (Florida) and Robin Verse, Account Services Manager of SAFEbuild presented a PowerPoint presentation and gave a description of their company and explained that SAFEbuild acquired Calvin, Giordano and Associates, Inc.

Councilmember Danowski asked how familiar they are with the Right-to-Farm Act. Mr. Stone stated he is familiar with it in Okeechobee and went to explain the Act. She also asked how he would take the Town through Community Rating System (CRS) and what experience does her have with a 298 Special Districts. Mr. Stone stated that he is familiar with CRS but not with Special Districts. He then went to explain.

Councilmember Maniglia stated that she recognizes some of the Towns that SAFEbuild works in. She then asked Town Manager do we have a plan. Town Manager Titcomb responded that is the process to take all these services back in-house.

Vice Mayor Herzog asked how the piggyback process work. Ms. Verse explained the process. Vice Mayor Herzog stated that she remembers working with Calvin, Giordano and Associates and stated that she felt they were being nickeled and dimed, how have it changed. Mr. Verse responded by stating that they are a new company, and they have processes in place to handle invoices. She also asked about the Code Enforcement. Mr. Sotolongo responded that is important to be proactive.

Councilmember Shorr asked about to turn around time- what happens if you do not meet expectation, where are the controls in a 90/10 process. Ms. Verse stated that it is a standardized turn around, quarterly business review with each client. Mr. Stone also addressed Councilmember Shorr's question. Councilmember Shorr asked why we would want to piggyback on this type of contract instead of going out for a Request for Proposal (RFP). Mr. Stone responded that the RFP

process is cumbersome, and this is a chance to solve the Town's problem quickly. He also asked about the

Mayor El-Ramey asked SAFEbuild the same question as NOVA in regard to how they will handle the many cases that are not in compliance regarding building issues. Mr. Stone responded. Mr. Stone responded.

Councilmember Maniglia stated that the Town is an equestrian community and how would SAFEbuild have RV rentals. Mr. Stone responded.

There was discussion among the Town Council and Town Staff regarding the direction of how the Town will processed regarding NOVA and SAFEbuild.

There was consensus by Town Council to have staff move forward with bringing forth comparison chart of the two companies: NOVA and Safebuild with the following: employees, communities which they serve, where records will be stored, timeline when we will be implemented, fees as percentage vs hourly, consider hours (overestimate), existing staff (how they will fall into place) and references by the February 16th Town Council Workshop/Special Meeting.

REGULAR AGENDA

5. Approval of Resolution No. 2021-03 authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Wellington Public Works Annual Contracts; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to implement such Cooperative Purchasing Agreement.

Councilmember Maniglia asked could these type resolutions be general of all. Town Attorney Brako stated that he recommends having separate resolutions for each entity. Town Manager Titcomb also stated this is not an agreement with Wellington but to utilize the quotes as that have been vetted by Wellington as a piggyback.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to adopt Resolution No. 2021-03 authorizing the entry by the Town into agreements with Vendors for goods and services utilizing the Village of Wellington's annual Public Works contracts awarded January 12, 2021; authorizing the Mayor to execute necessary documents in forms acceptable to the Town Manager and Town Attorney to take necessary action to implement such Cooperative Purchasing Agreements; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

DISCUSSION

6. Discussion of Road Repair Bid Options.

Asst. Town Manager Ramaglia presented the item to Town Council stating that Town Council gave direction for staff to put together a separate bid for road repairs and there was a draft that was prepared by Public Works and it was sent to an independent review because it is very important to get the scope of services and also identify the market ability of anything that is put on the streets. When our drafted was reviewed that stated they would like to meet before Town Council to go over our options. There recommendations are listed as follows:

- Recommendation 1 – Repairs and Maintenance of this type is most normally advertised as an invitation to bid and not an RFP. We recommend that if the Town proceed with a procurement document, that it be converted to a bid document. This will guarantee value and provide contractors the ability to determine adequate and appropriate means and methods within the bounds of the bid's specifications.
- Recommendation 2 – The document will require significant clarification with respect to scope and technical specifications. For instance, there are no units of measure. Furthermore, there are alternative materials, and it is unclear what is the requested material and what would be an alternative material. There needs to be a meaningful and equitable method of bid tabulation.
- Recommendation 3 – The RFP references a number of road repair systems that are commonly found on contracts with other local governments such as Micro sealing, Fog Sealing, Full Depth Reclamation, and more. We recommend that the Town utilize existing contracts and request piggybacked pricing for these services as they are bid at higher quantities and would provide better pricing for those services to the Town.

In terms of the overarching policy decisions on roadway and pavement management, the firm also makes the following recommendations:

- Recommendation 1 – The Town should consider a professional services contract with a qualified professional engineering firm to review the roadway and canal construction requirements as well as to determine base standards for reconstruction, repair, or maintenance of its existing roadways.
- Recommendation 2 – Using information provided by Recommendation 1, develop a pavement management and repair program that will incorporate appropriate techniques to the areas of roadway needing repair.
- Recommendation 3 – Develop a long-term capital management program that will incorporate ditch and canal stabilization as well as stabilization of roadways.

Mayor El-Ramey stated that a scope of work has already been given. There was discussion among Town Council and Town Staff.

There was consensus by Town Council to use direction from the October 6th meeting on page 27 piggyback to OGEM Roads and send a copy of draft RFP to all Town Councilmembers.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- Town Council being a collective of 5 not 1.

- Getting information on the trail ride.
- Getting items placed on the agenda.

Laura Danowski, Councilmember (Seat 2)

- How does Town Staff want information reported?
- 5-day Work week
- Thing a mag digger
- RV revision
- Proclamation for Village of Wellington
- Committee days

Lisa El-Ramey, Mayor (Seat 3)

- Official Town Social Media
- Calendar
- Hiring new hires (Public Works)
- Proposed hybrid model for Public Works
- Volunteer program
- Status of dash cam -move forward
- Trail signs language
- Slaughter ordinance
- Nuisance ordinance for February 16th meeting

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to extend the Nuisance abatement ordinance to the February 16th meeting; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Robert Shorr, Councilmember (Seat 4)

- Committees (alternates)- What is the involvement of an alternate on a committee?

There was discussion among Town Council and Town Staff decisioning what the involvement of an alternate on an advisory committee. Town Clerk Burch responded to Councilmember Shorr concerns by stating there is not mention in the Charter or Code regarding alternates on advisory boards except the Planning & Zoning Board. Town Attorney Brako also responded to the topic.

- Committee Rules

There was consensus by Town Council to do a roll call among the regular committee members, if not a quorum then, call alternates but send all committee and alternate members a packet.

- Thanked everyone for the trail ride
- Task list

Marge Herzog, Vice Mayor (Seat 5)

- Committee members
- Canal work- beginning date

- Coastal issues (vegetation)

TOWN STAFF COMMENTS

Town Manager

Code Enforcement Magistrate Hearings was held on January 13th.

Town Attorney

Spoke about F.S. 164

Gave an update on the AGO opinion.

Public Works

Spoke about Johnson-Davis quote for Big Dog, South North B Road

Thanked Town Council for approval of piggybacks.

ADJOURNMENT

There being no further business meeting was adjourned at 10:32 p.m.

TOWN OF LOXAHATCHEE GROVES

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Town Attorney

Councilmember Robert Shorr



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL WORKSHOP/SPECIAL MEETING
February 16, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:06 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Phillis Maniglia, Laura Danowski, and Robert Shorr, Town Manager James Titcomb and Town Attorney James Brako and Administrative Assistant Jennifer Lopez.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Mayor El-Ramey would like a consensus to add and Item# 10 to discuss Horse Manure.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to add an Item #10; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Councilmember Shorr asked if item 2 of the Consent Agenda could be pulled for discussion.

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Suzanne Hetrick - emailed public comment.

Bill Louda - submitted public comment card prior to meeting.

Katy Lakeman – spoke in person

Town Manger Jamie Titcomb spoke on Code and Permitting

CONSENT AGENDA

2. Approval of Reinstatement and Renewal of the Palm Beach Aggregates Master Agreement.
Pulled from Consent Agenda for discussion

Councilmember Shorr had Larry Peters (PWD) come up and confirm what roads have been done. Would like the rest to be addressed soon.

A Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of \$78,750.00 - **Not Done**

South E Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of \$85, 100.00 - **Not Done**

North E Road from Okeechobee Road to South North Road (1.00 Miles) at a cost of \$68,700.00 - **Done**

Collecting Canal Road from D Road to Folsom (1.67 Miles) at a cost of \$100,000.00 - **Done**

Folsom Road, East 25th Street, and East G Road (1.0 Miles) at a cost of \$65,450.00 – **Not Done**

Motion was made by Councilmembers Shorr seconded by Vice Mayor Herzog to approve the Reinstatement and Renewal of the Palm Beach Aggregates Master Agreement; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmember Danowski, Maniglia and Shorr. Motion passed unanimously.

1. Approval of Resolution 2021-05 appointing Karen Plante as a regular voting member of the Town's Unified Land Development Code (ULDC) Advisory Committee, to serve a term that expire on the sunset date of May 4, 2021.
3. Approval of City of Boynton Beach "Piggyback" (Johnson-Davis roadwork) Agreement.
4. Approval of Lee County "Piggyback" (Alternative Paving Methods "APM" for sealing).

REGULAR AGENDA

5. Council Review for approval of the Groves Town Center Retention Pond (re-design).

Matt Barnes presented a PowerPoint showing the redesign based on previous comments from December meeting.

Randy Wertepny with Keshavarz confirmed that the lake as of now is not a finished product. Continued to speak on what will happen on the property regarding the berm and retention pond as all councilmembers inquired about these issues.

Public Comment - Todd McLendon

Consensus from Council on having Groves Town Center go back and create a gigantic berm.

DISCUSSION ITEMS

6. Update on Ordinance No. 2020-06 amending its Code of Ordinances by enacting Chapter 7 "Animals" to provide for regulations regarding animals by Town Attorney.

Consensus from Council to bring back Ord. 2020-06 for a 1st Reading on March 2nd

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to have Town Council Regular Meeting on March 2nd; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmember Danowski, Maniglia and Shorr. Motion passed unanimously.

7. Update on Ordinance No. 2020-07 amending its Unified Land Development Code by amending Part II “Zoning Districts”, Article 20 “Residential Zoning Districts” by enacting Section 20-050 “Recreational Vehicles”; amending Article 175 “Floodplain Management”, Division XV “Recreational Vehicles and Park Trailers” by Town Attorney.

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to approve with unsticking Section 20-050 (8), (9), (10), (11) and (b); it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmember Danowski and Maniglia. Motion passed unanimously.

Consensus from Council on bring Ord. 2020-07 back to March 16th Meeting for 2nd Reading as well as produce an RV application and fees associated with it.

8. Direction from Town Council on OGEM Road repairs:
 - a. Patch & Repair OGEM potholes on “A, C & D Roads”
 - b. Sealing for remaining OGEM roads

Discussion was had about not removing the berm from the OGEM.

9. Direction from Town Council on culvert work on “C” Road as joint project with DS Eakins (piggyback approved 1/19/21 from Wellington). Rock from Palm Beach Aggregates (done by Public Works). MOT (Labor Finders).

Larry Peters (PWD) presented proposals for Culvert work on “C Road” but needs additional information so direction could not be given.

Randy Wertepny comment that the different contracts from DS Eakins are based on hourly rates.

Consensus from Council on having Randy looking into changing the pipe size based on materials and volume performance.

Nina Corning

Todd McLendon

10. Discussion on Manure.

Consensus from Council on reaching out to Wellington for a Interlocal Agreement to penalize Manure Haulers.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- Permits emails need to be signed.
- Paving road signs.

Laura Danowski, Councilmember (Seat 2)

- When do we get a 5-day work week proposal?
- Is there only 1 fully qualified water truck driver and one that is being trained?
- Thing a ma digger needs to go away, when?

Lisa El-Ramey, Mayor (Seat 3)

- B Roads 20k a year from SOD Farm, where does it go?
- Status on GPS and Das Cams for PW equipment?
- Dos and Don'ts - Q&A for the activities around Town.
- Status on the canal vegetation spraying?
- Are phone logs maintained?

Robert Shorr, Councilmember (Seat 4)

- FDA- who is the reviewer
- Simmons and Whites quote is still valid

Marge Herzog, Vice Mayor (Seat 5)

- Pave road signs around Town

TOWN STAFF COMMENTS

Town Manager

Town Attorney

- Need motion from Council to extended Nuisance Abatement 2nd Reading to March 2nd.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to extended Nuisance Abatement 2nd Reading to March 2nd; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmember Danowski and Maniglia. Motion passed unanimously.

- Update 43rd Rd N process that is intended to be follow with Council's permission is bringing back a Resolution at the next Council meeting March 2nd authorizing the Mayor and Town Manager to execute closing documents to accept the dedication of land along the perimeter of LTC's property as previously discussed. As well to engage the services of a surveyor (Keshavarz) and pull a proper title commitment.

Public Works

- None

ADJOURNMENT

Motion was made by Vice Mayor Herzog seconded by Councilmember Maniglia adjourn the Town Council Regular Meeting; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmember Danowski and Maniglia. Motion passed unanimously.

Adjourn 9:34 pm



155 F Road Loxahatchee Groves, FL 33470

Agenda # 3

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry A. Peters, P.E. Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: Long Reach Mowing/Edging Tractor from Leasing 2, Inc.

Background:

At the April 20th, 2021 meeting the Town Council approved the leasing of a Kubota M6S-111SHDC Mower to assist the Public Works Department Team to maintain our canal banks and site triangles clear of overgrowth and roadside sign visibility.

Recommendations:

Staff recommends Council's approval of the Resolution 2021-20 leasing of the Kubota through Leasing 2, Inc. three (3) year plan at \$55,425.92 each year.

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LEASE-PURCHASE AGREEMENT

LESSEE:

DeSoto County Board of County Commissioners
201 E. Oak Street, Suite 201
Arcadia, FL 34266

LESSOR:

Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of December 15, 2017

This Lease-Purchase Agreement (the "Agreement") dated as of December 15, 2017 by and between Leasing 2, Inc. ("Lessor"), and DeSoto County Board of County Commissioners ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Florida ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.
- (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.
- (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- (f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
- (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.
- (i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.
- (j) Lessee shall not give up possession or control of the Equipment.
- (k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment.
- (l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.
- (m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
- (b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
- (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
- (d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment

to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be

taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by law and without waiving the limitations of Section 768.28, Florida Statutes, that are applicable to Lessee, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein, and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- (b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

By: _____

Lois Fronk

Name/Title: _____

Operations Manager

Date: _____

12-7-17

LESSEE: DeSoto County Board of County Commissioners

By: _____

James F. Selph

Title: _____

Chairman

Date: _____

11-28-17

ATTEST:

By: _____

Mandy J. Hines

Title: _____

County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Donald D. Conn

Title: _____

County Attorney

EXHIBIT C
CERTIFICATE AS TO ARBITRAGE

I, **James F. Selph**, hereby certify that I am duly qualified and acting **Chairman**, of **DeSoto County Board of County Commissioners** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **December 15, 2017** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Lease provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$405,000.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$405,000.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before April 1, 2018.

5. In any event, all of the spendable proceeds of the Agreement will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

WITNESS my hand this 28th day of November, 2017.

LESSEE: **DeSoto County Board of County Commissioners**

By:


James F. Selph

Title:

Chairman

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

(1) Sutphen Pumper, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

DeSoto County Public Safety
25 W. Cypress St.
Arcadia, FL 34266

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **DeSoto County Board of County Commissioners**

By: _____

James F. Selph

Title: _____

Chairman

Date: _____

11-28-17

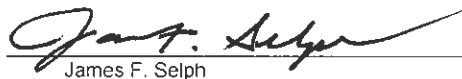
EXHIBIT E
PAYMENT SCHEDULE

LESSEE: DeSoto County Board of County Commissioners
LEASE AMOUNT: \$405,000.00
COMMENCEMENT DATE: 12/15/2017
INTEREST RATE: 3.09%

PAYMENT						PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>		<u>PRICE*</u>
1	12/15/2018	\$88,662.44	\$12,516.84	\$76,145.60		\$336,637.96
2	12/15/2019	\$88,662.44	\$10,163.50	\$78,498.94		\$255,605.83
3	12/15/2020	\$88,662.44	\$7,737.43	\$80,925.01		\$172,523.59
4	12/15/2021	\$88,662.44	\$5,236.38	\$83,426.06		\$87,339.38
5	12/15/2022	\$88,662.44	\$2,658.05	\$86,004.39		\$0.00
Grand Totals		\$443,312.20	\$38,312.20	\$405,000.00		

LESSEE: DeSoto County Board of County Commissioners

By:


James F. Selph

Title:

Chairman

Date:

11-28-17

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **December 15, 2017**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20____.
2. ☒ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **DeSoto County Board of County Commissioners**

By:


James F. Selph

Title:

Chairman

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: Leasing 2, Inc.

RE: Lease-Purchase Agreement Dated December 15, 2017.

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated December 15, 2017, between Leasing 2, Inc. and DeSoto County Board of County Commissioners, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the Equipment was selected by us to be used as follows:

Please describe USE of equipment: Used for the safety and protection of life and
property from damage due to fire. Replaces 20+ year truck
which directly improves reliable response time.

Sincerely,



James F. Selph, Chairman

11-28-17

Date

EXHIBIT H
DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **December 15, 2017**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **DeSoto County Board of County Commissioners** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **DeSoto County Board of County Commissioners**

By:


James F. Selph

Title:

Chairman

Date:

11-28-17

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **DeSoto County Board of County Commissioners** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **December 15, 2017**, between **Leasing 2, Inc.** ("Lessor") and **DeSoto County Board of County Commissioners** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **DeSoto County Board of County Commissioners** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Leasing, LLC** or its Assignee.

Santander Leasing, LLC
P. O. Box 14565
Reading, PA 19612

LESSEE: **DeSoto County Board of County Commissioners**

By:


James F. Selph

Title:

Chairman

Date:

11/28/17

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AGREEMENT

This Agreement for Lease-Purchase Agreement ("Agreement" hereafter) is made as of the _____ day of _____, 2021, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the TOWN, and Leasing 2, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform supplying, installing, servicing, and repairing gates and fences services ("SERVICES" hereinafter) for the TOWN; and,

WHEREAS, Indian Trail Improvement District through its competitive selection process awarded the Contract ("CONTRACT" hereafter) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions, and pricing therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - A. All written modifications and amendments hereto.
 - B. This Agreement.
 - C. CONTRACT (including the Bid, Contractors Proposal and Contract).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto.
- B. This Agreement.
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The TOWN and CONTRACTOR each bind itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance will name the TOWN as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
- 6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other

provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term, and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on _____. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.
- 6.11 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.

- 6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: 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.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR 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.

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.

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 Statutes. 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.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Robert Shorr, Mayor

ATTEST

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR: _____

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021
by _____, as _____ of _____, a
corporation 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: _____

RESOLUTION NO. 2021- 20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS LEASE-PURCHASE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133 of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and,

WHEREAS, the Town is in need of reliable sources for goods and services relating to repair and maintenance of public facilities, including road repairs and maintenance, drainage improvements and maintenance, landscaping and sod maintenance and repair, and other miscellaneous public works; and,

WHEREAS, the Town Administration has researched and located several government agency contracts for goods and services needed by the Town, which have been competitively procured and where the Town can obtain the same goods and services at prices equal to or less than the prices in the other government contracts: and,

WHEREAS, attached hereto and incorporated herein as Exhibit "A" is a matrix reflecting the vendor, the goods, and services to be purchased by the Town through the local government contract, and the related pricing; and,

WHEREAS, the Town Manager does not believe the Town could get better prices for the goods and services if the Town procured them itself; and,

WHEREAS, the Town Manager recommends that the Town Council authorize the use of the DeSoto County Board of County Commissioners Lease-Purchase Agreement listed in Exhibit “A”, and authorize the Mayor to execute any and all documents to implement the use of the contracts, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to act in accordance with the recommendation of the Town Manager.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the DeSoto County Board of County Commissioners Lease-Purchase Agreement contracts for goods and services pursuant to and consistent with Exhibit “A”. The Mayor is authorized to execute any and all documents to implement the use of the DeSoto County Board of County Commissioners contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use the DeSoto County Board of County Commissioners Lease-Purchase Agreement contracts so long as they remain in effect, including renewals or extensions of the contracts by the other government agencies.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCILMEMBER	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMEBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

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155 F Road Loxahatchee Groves, FL 33470

Agenda # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry A. Peters, P.E. Director of Public Works

VIA: James Titcomb, Town Manager

SUBJECT: Palm Beach Aggregates Cost Revision

Background:

Currently Palm Beach aggregates, LLC provides and delivers base rock to various locations within the Town at specific costs depending on the location. Due to an increase in fuel costs Palm Beach Aggregates, LLC can no longer honor the 2018 prices and has provided the attached schedule of new pricing.

Recommendations:

Staff recommends that Council approve the new pricing schedule so that we can continue to have base rock provided and delivered to the road locations indicated at the new prices

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RESOLUTION NO. 2021- 25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING PALM BEACH AGGREGATES, LLC CURRENT CONTRACT PRICING; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133 of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and,

WHEREAS, the Town is in need of reliable sources for goods and services relating to repair and maintenance of public facilities, including road repairs and maintenance, drainage improvements and maintenance, landscaping and sod maintenance and repair, and other miscellaneous public works; and,

WHEREAS, the Town Administration has researched and located several government agency contracts for goods and services needed by the Town, which have been competitively procured and where the Town can obtain the same goods and services at prices equal to or less than the prices in the other government contracts: and,

WHEREAS, attached hereto and incorporated herein as Exhibit "A" is a matrix reflecting the vendor, the goods, and services to be purchased by the Town through the local government contract, and the related pricing; and,

WHEREAS, the Town Manager does not believe the Town could get better prices for the goods and services if the Town procured them itself; and,

WHEREAS, the Town Manager recommends that the Town Council authorize the use of Palm Beach Aggregates, LLC CURRENT CONTRACT PRICING listed in Exhibit “A”, and authorize the Mayor to execute any and all documents to implement the use of the contracts, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to act in accordance with the recommendation of the Town Manager.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize Palm Beach Aggregates, LLC CURRENT CONTRACT PRICING contracts for goods and services pursuant to and consistent with Exhibit “A”. The Mayor is authorized to execute any and all documents to implement the use of Palm Beach Aggregates, LLC contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use Palm Beach Aggregates, LLC CURRENT CONTRACT PRICING contracts so long as they remain in effect, including renewals or extensions of the contracts by the other government agencies.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCILMEMBER	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMEBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

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FDOT Mine# 93-406

Thursday, April 15, 2021

PROPOSAL

121309

Justo Navarro
Cell: (561) 722-0862
Office: (561) 795-6550
Fax: (561) 798-5380
jnavarro@palmbeachag.com

Project Name: Town of Loxahatchee Groves Road Maintenance - (10-1-20 to 9-29-21)

Location: 13956 North Road
Loxahatchee, Florida 33470 4703
Latitude: 26.7206792 **Longitude:** -80.2649692

County: Palm Beach County

Prepared for: Loxahatchee Groves Water Control District

Contact: Larry Peters

Est. Qty	Units	Material	Description	Unit Price
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Exempt) A Rd. - Collecting Canal Rd. to Okeechobee Blvd.	\$10.50
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Exempt) A Rd. - Collecting Canal Rd. to Okeechobee Blvd.	\$11.00
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Exempt) B Rd. - Okeechobee Blvd. to North Rd.	\$10.95
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Exempt) B Rd. - Okeechobee Blvd. to North Rd.	\$11.45
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Exempt) D Rd. - Southern Blvd. to Okeechobee Blvd.	\$10.50
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Exempt) D Rd. - Southern Blvd. to Okeechobee Blvd.	\$11.00
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Exempt) 145th Ave. No. & 43rd Rd. No.	\$11.50
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Exempt) 145th Ave. No. & 43rd Rd. No.	\$12.00
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Exempt) E Rd. - Southern Blvd. to Okeechobee Blvd.	\$11.55
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Exempt) E Rd. - Southern Blvd. to Okeechobee Blvd.	\$12.05
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Exempt) Collecting Canal Rd. - Hyde Park Rd. to F Rd.	\$10.55
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Exempt) Collecting Canal Rd. - Hyde Park Rd. to F Rd.	\$11.05
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Exempt) Folsum Rd. - 22nd Ct. No. to North Rd.	\$11.15
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Exempt) Folsum Rd. - 22nd Ct. No. to North Rd.	\$11.65

ALL PURCHASE ORDERS MUST BE RECEIVED PRIOR TO RELEASING ANY MATERIAL FROM THE QUARRY

ALL SALES SUBJECT TO CREDIT APPROVAL

THIS QUOTE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF PALM BEACH AGGREGATES

PRICES BASED ON A MINIMUM 8.00 HOUR WORKDAY.

PAYMENT TERMS ARE NET 30 DAYS

Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

Accepted by (Buyer): _____ **Date:** _____

Owner: _____ **Owner Contact:** _____

Bond Company: _____ **Policy Number:** _____

Signature: _____ **Print Name:** _____ **Title:** _____

STANDARD TERMS AND CONDITIONS

1. PARTIES. Buyer as indicated on the attached proposal ("Buyer") acknowledges, understands and agrees that by executing the attached proposal (the "Proposal") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by PALM BEACH AGGREGATES, LLC and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers ("Seller"). The Proposal, these Standard Terms and Conditions, each applicable Seller quotation and Seller order confirmation shall form the sole agreement ("Agreement") under which Buyer shall purchase materials ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.

2. APPLICABILITY. This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases by Buyer from any entity included in the definition of "Seller" set forth above.

3. BUYER REPRESENTATIONS. Buyer represents to Seller that, as of the date of this Agreement, it is solvent and that any financial information provided or attached accurately reflects the present financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained in this Agreement or any credit application is material and given to induce the Seller to provide credit.

4. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.

5. LIMITED WARRANTY AND LIABILITY DISCLAIMER. Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Proposal, if any, and shall be free from defects in material and workmanship. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in such applicable Proposal. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to provide Buyer with conforming replacements for any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.

6. CLAIMS. Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claims shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.

7. LIMITATION OF LIABILITY. Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.

8. INDEMNIFICATION BY BUYER. To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller.

9. DELIVERY AND INDEMNIFICATION. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.

10. DELIVERY SITE CONDITIONS. Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unsuitable or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

11. SURCHARGES. Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.

12. DELAYS. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts or other labor disturbances, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.

13. QUANTITIES. The type and quantity of Materials delivered and detailed on the delivery ticket must be checked by Buyer at the time of delivery for compliance with Buyer's order. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoice charges will be based on the quantities shown on the delivery ticket. Any claim for alleged short delivery of Materials must be made in accordance with Section 6 above, otherwise it will be deemed accepted by Buyer. In the absence of any claim Buyer shall be liable to pay for the full quantity of the Materials listed on the delivery ticket.

14. MEASUREMENT OF QUANTITIES. Measurement of quantities of Materials shipped and delivered to Buyer or Buyer's delivery agent by Seller shall be made only by Seller's certified truck scales at the respective Seller facility.

15. CREDIT, CONDITION PRECEDENT TO SELLER'S OBLIGATION TO PERFORM, PERSONAL GUARANTEE. Any and all credit terms of payment must be set forth in this Agreement. In the absence of any such credit terms, all deliveries under this Agreement are "Collect on Delivery" (C.O.D.) or "Cash In Advance" (C.I.A.). Buyer agrees upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition. Seller's obligation to perform under this Agreement is subject to the condition precedent that Seller does not notify Buyer that Seller's Credit Department has disapproved any credit terms of payment specified herein.

16. CREDIT. Should Buyer's account be opened and approved with a credit amount, this amount, as amended from time to time, applies to the total purchases and can be exceeded at any given time only if approved by Seller's Credit Manager. Buyer acknowledges that Seller is relying upon the credit worthiness and financial ability of the guarantors, owner, or owners of Buyer, and Buyer, guarantors and such owner or owners shall be jointly and severally liable for all indebtedness of Buyer to Seller incurred under this Agreement.

17. PAYMENT. Buyer shall make all payments due hereunder in United States currency and in accordance with the terms of this Agreement, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If delivery is to be delayed either at the request of Buyer or through no fault of Seller past the delivery date specified in this Agreement, Buyer shall pay promptly in full for all Materials sold hereunder. If any payments are not received when due, Seller may, at its option, assess an additional charge equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, for each thirty (30) day period of delay or part thereof to cover Seller's increased costs, or, in the alternative, upon notice to Buyer, cancel the portion of this Agreement which remains to be performed. If no due date is stated elsewhere in this Agreement, payment of all invoices is due within 30 days from the date of invoicing. Until Seller has received full payment for the Materials sold under this Agreement, Buyer shall not remove nor allow the removal of said Materials from the

jobsite to which they were delivered, nor shall Buyer use or allow the use of any such Materials for any project other than the one for which they were purchased.

18. OFFSET AND/OR SETOFF. Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates.

19. PAST DUE ACCOUNTS. Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement or should Buyer's financial condition become impaired or unsatisfactory to Seller, in the Seller's sole opinion, Seller may, at its option, make demand upon Buyer for: (1) immediate payment of all amounts then due and owing to Seller under this Agreement; (2) payment in advance or at the time of delivery of all future amounts to become due under this Agreement, and or (3) such other assurances as Seller shall deem necessary to adequately assure Seller that Buyer will perform its obligations under this Agreement. Until Seller receives the same, Seller may suspend its performance of this Agreement, and if such assurances are not received from Buyer within a reasonable time not exceeding ten (10) days, Seller may, at its option, deem this Agreement to have been repudiated by Buyer. Buyer further agrees to pay Seller any and all collection fees, attorneys' fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.

20. TAXES. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this Agreement are in addition to the prices quoted in each applicable Quotation and shall be paid by Buyer.

21. TITLE & RISK OF LOSS. Title and risk of loss to the Materials shall transfer to the Buyer FOB Shipping Point or upon payment, whichever occurs earlier, and Buyer hereby grants Seller a first priority security interest in all such Materials until such time as Seller is paid in full all amounts due under this Agreement. Buyer further agrees to execute any and all documents that may be required for Seller to perfect such security interest.

22. INSURANCE. To the extent required by law, Seller will procure insurance coverage for itself and its employees or, if no such requirement exists, in an amount Seller deems appropriate. Notwithstanding any request in any bid documents, purchase order or any contract documents to the contrary, Seller will not provide a waiver of subrogation clause nor additional insured status for any party under any circumstances, nor shall Seller's insurance be primary and non-contributory.

23. MODIFICATION OF TERMS. No employee or agents of Seller has the authority to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these terms and conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or officer of Seller and no other employee nor any other person has the authority to alter or vary any or all of these terms and conditions.

24. ASSIGNMENT. Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

25. NOTICE. Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to Seller c/o PALM BEACH AGGREGATES, LLC, 20125 State Road 80, P. O. Box 700, West Palm Beach, FL 33470.

26. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.

27. VENUE AND CHOICE OF LAW. The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county where Seller chooses or where Materials were purchased. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Any and all actions brought by Buyer under this Agreement shall be brought within one (1) year of the date of delivery of the Materials with respect to which the action relates. AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

28. ENTIRE AGREEMENT. This Agreement sets forth the sole and entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same. No delivery of any Materials shall be made until Buyer returns a signed copy of this Agreement. Facsimiles, copies or other reproductions of this Agreement shall have the same effect as an original thereof.

29. WAIVER. Seller may, in its sole discretion, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

30. MISCELLANEOUS. Seller may terminate this Agreement, in its sole discretion, without notice to Buyer and for any reason whatsoever. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer or by other electronic means or otherwise.

AGREEMENT

This Agreement for Lease-Purchase Agreement ("Agreement" hereafter) is made as of the _____ day of _____, 2021, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the TOWN, and Palm Beach Aggregates, LLC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform supplying, installing, servicing, and repairing gates and fences services ("SERVICES" hereinafter) for the TOWN; and,

WHEREAS, Indian Trail Improvement District through its competitive selection process awarded the Contract ("CONTRACT" hereafter) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions, and pricing therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - A. All written modifications and amendments hereto.
 - B. This Agreement.
 - C. CONTRACT (including the Bid, Contractors Proposal and Contract).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto.
- B. This Agreement.
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The TOWN and CONTRACTOR each bind itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance will name the TOWN as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
- 6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other

provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term, and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on _____. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.
- 6.11 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.

- 6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: 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.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR 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.

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.

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 Statutes. 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.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

By: _____
Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Town Attorney

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, as _____ of _____, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

SUBJECT: Solid Waste Authority Interlocal Agreement

Background:

The Solid Waste Authority has entered into the attached interlocal agreement for the delivery of municipal solid waste to designated facilities and for a municipal revenue sharing recycling program with all of the cities in Palm Beach County. The agreement requires that

- Town will ensure that all solid waste and recyclables be disposed of at a SWA Designated Facility, and
- SWA will pay the Town a minimum of 50% of the Net Revenues earned from the sale of recyclables on a quarterly basis. The actual percentage will be determined annually through the SWA annual budget process.

This agreement is pursuant to F.S. 403.706(22)(a) which aims to reduce contamination in recycling (see attached letter from Solid Waste Authority).

Recommendation:

Staff recommends Council approve the attached Interlocal Agreement with the Solid Waste Authority of Palm Beach County for the Delivery of Municipal Solid Waste to Designated Facilities and for a Municipal Revenue Sharing Recycling Program.

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**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE
TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING
RECYCLING PROGRAM**

THIS Agreement made and entered into this ____day of _____, 20__ by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "TOWN".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; as amended, and

WHEREAS, the TOWN desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; as amended, and

WHEREAS, in addition, the TOWN provides for the collection of solid waste from the residents and businesses and residential recyclable materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

WHEREAS, the TOWN wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the TOWN together with the Authority recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the TOWN, its constituents and the Authority, it is agreed as follows:

1. The above recitals are true and correct and incorporated into the body of this Agreement as if fully set forth herein.
2. Definitions:
Acceptable Load – Any load of otherwise Designated Recyclables that contains no Prohibited Material and a maximum of 12% Contamination in total, or the Container component contains no Prohibited Material and a maximum of 12% Contamination and

the Fiber component contains no Prohibited Material and a maximum of 5% Contamination.

Acceptable Material – Designated Recyclables as defined herein.

Combined-Haul Town – A municipality that has contracted with a Private Hauler that also services other municipal or unincorporated areas within Palm Beach County to collect and deliver Residential Recovered Materials to the Authority.

Containers – Includes aluminum cans, aseptic containers, gable-topped containers, glass bottles and jars (green, brown and clear), and plastic containers #1 - #7 (except Styrofoam).

Contaminated Recyclable Material – Any Recyclable Material that does not conform to the standards for Acceptable Loads.

Contamination – Any material not included in the definition of Designated Recyclables.

Corrugated Cardboard – Containers having liners of either test liner, jute, or kraft.

Designated Facility – The Authority's Recovered Materials Processing Facility (RMPF), the Authority's transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) designated by the Authority or any other sites designated by the Authority for recycling. The Authority reserves the right to add or delete approved facilities with reasonable notice.

Designated Recyclables – Fiber and Containers as defined herein or other materials as the Authority may designate.

Equivalent Residential Unit (ERU) – Single-Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal 0.75 ERUs.

Fiber – Includes newspapers (including inserts), magazines and catalogs, phone books, Corrugated Cardboard, Mixed Paper, Sorted White Ledger, Sorted Office Paper, and kraft bags.

Mixed Paper – A mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel paper.

Municipal Solid Waste or MSW – Garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

Net Revenue – Residential Recovered Materials Revenue minus Processing Cost.

Private Hauler – Any for-profit person or entity providing collection of solid waste and/or recyclables for hire on a routine basis within the municipality.

Processing Cost – The sum(s) due and payable to the contract operator of the RMPF by the Authority.

Prohibited Material – Hazardous, medical or biological waste.

Public/Self Hauler – The municipality providing the collection of solid waste and recyclables using their own resources rather than using the hauling services of a Private Hauler.

Recovered Materials Processing Facility (RMPF) – A facility owned by the Authority that processes Recyclable Material.

Recyclable Material – Includes Containers and Fiber.

Residential Recovered Materials Revenue – Total earned revenue from the sale of designated Residential Recovered Materials.

Residential Recovered Materials – Designated Recyclables collected from residential units less Unacceptable Materials and Prohibited Materials delivered to Designated Facilities.

Self-Haul Town – A municipality that collects its own Residential Recovered Materials and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

Sorted Office Paper – Office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.

Sorted White Ledger – White ledger or computer printout paper.

Unacceptable Load – Any load of Designated Material delivered to a Designated Facility that is deemed not an Acceptable Load as defined herein.

Unacceptable Material – Any material other than Acceptable Material and Prohibited Material.

3. The purpose of this Agreement is to set forth the terms and conditions for the delivery of Municipal Solid Waste (MSW) to Designated Facilities and for the operation of a recycling program between the Authority and the TOWN which upon execution by both parties shall automatically rescind the current **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.
4. The TOWN agrees that all MSW and Designated Recyclables collected by or on behalf of the TOWN shall be disposed of at a Designated Facility in accordance with this Agreement.
5. The TOWN agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the TOWN's MSW and Designated Recyclables are being delivered to a Designated Facility.

6. The Authority agrees to pay the TOWN a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the TOWN on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. The Net Revenues to be shared will consist of the Residential Recovered Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage to set the program price to be paid for the quarter. The Net Revenue distribution formula will be based on the number and type of residential units serviced by the TOWN in relation to the total number of these units for all municipalities participating in this program or on the actual amount delivered for municipalities that haul their own material. Each participating municipality will either be classified as a Self-Haul Town or a Combined-Haul Town. Self-Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to a Designated Facility. Combined-Haul Cities will share the balance of those net revenues based upon the proportion of their total ERUs serviced in comparison to the total ERUs serviced for all Combined-Hauler Cities in Palm Beach County.
7. The Authority agrees to maintain its Designated Facilities to ensure adequate capacity for the TOWN's waste and residential recyclables to operate within all applicable local, state and federal environmental guidelines.
8. Collection of Designated Recyclables

A. Residential

Individual residents/homeowners shall be encouraged by the TOWN to separate their MSW into recyclables and non-recyclables. Each residential unit or combination of units will receive from the Authority the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

Corrugated Cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated Cardboard.

The Authority retains the right to modify the manner in which materials are set out for collection with reasonable notice to the TOWN. Notice for a substantial change in collection method shall be no less than one year.

B. Commercial

Individual businesses shall be encouraged by the TOWN to separate their MSW into two categories: recyclable and non-recyclable. Businesses contracting for services will arrange with their service provider to receive one or more containers into which Recyclable Material may be deposited. Acceptable Materials for commercial recycling shall include: Containers, Corrugated Cardboard, Sorted

White Ledger, Mixed Paper, Sorted Office Paper, and any other materials agreed to in writing by the TOWN and the Authority.

The Authority reserves the right to add or delete allowable Designated Recyclables and when doing so will provide the TOWN with reasonable notice to make those changes.

9. Commercial Recycling Revenue Share

As a further incentive for the TOWN to actively pursue commercial recycling, the Authority and the TOWN may enter into a separate agreement to provide for payment to the TOWN for all Acceptable Loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the Authority.

10. Transportation and Equipment

The TOWN shall be responsible for having collected Designated Recyclables transported to a Designated Facility as defined herein. The Authority or its contractor shall receive, process, dispose of and/or recover all Designated Recyclables delivered by or on behalf of the TOWN, at no charge to the TOWN, except for Unacceptable Loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

11. Improperly Prepared and Sorted Recyclable Materials

When a collector's crew encounters improperly prepared and sorted materials or non-recyclable items, they must follow this procedure:

- A. The collector shall pick up all Designated Recyclables except for Contaminated Recyclable Material or those which cannot be safely retrieved from the reusable containers. Improperly prepared and sorted materials or contamination will be left in the reusable containers or temporarily removed and returned to the reusable containers. The collector shall leave an Authority and/or TOWN approved form on the material or in the container. The form will notify the resident or business that material has not been properly sorted, and will provide contact information for the TOWN or Authority recycling coordinator for further information. Upon request of the TOWN, the Authority will provide rejection procedure training for the route drivers. The Authority and the TOWN will consult and evaluate the extent of the need for such training, which shall be provided by the Authority.

As a means of strengthening the TOWN's ability to have its collector fulfill the TOWN's recycling needs, the TOWN agrees to notify the Authority when preparing the TOWN's future Request for Proposals or Bid for collection services.

- B. It shall be the responsibility of the TOWN or its Private Hauler to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem

persists, the TOWN shall notify the Authority, who shall then assist the TOWN in resolving the problem.

12. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. It is the TOWN's responsibility to make sure it or its Private Hauler has equipment compatible to provide proper collection of these recycling containers without damage. The TOWN or its Private Hauler shall be responsible for replacement of any recycling container(s) damaged during service at no cost to the Authority. The Authority reserves the right to add or delete different size containers and when doing so will provide the TOWN with reasonable notice to make those changes.

13. Compliance with Zoning Ordinances

Any transfer, processing, disposal and/or storage of Municipal Solid Waste and Recyclable Materials shall be undertaken at a Designated Facility that complies with all local zoning ordinances and any other applicable local and state statutes, ordinances, and regulations.

The TOWN further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

14. Delivery of Unacceptable Loads

If the TOWN delivers a load of Designated Recyclables that is deemed to be an Unacceptable Load, the TOWN or its Private Hauler will be charged the actual disposal cost for any rejected load due to Contamination or equipment failure. The Authority will notify the TOWN or its contractor immediately of an Unacceptable Load. If the problem of Unacceptable Loads persists (more than two times in a month), the Authority may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the TOWN.

15. Promotion and Education Responsibilities

The Authority will provide recycling containers and assist in promoting and educating residents within the TOWN in an effort to increase recyclable tonnages and reduce Contamination.

16. Delivery of Designated Recyclables

The TOWN agrees that it shall require that all Designated Recyclables separated from the normal Municipal Solid Waste stream that are collected by or on behalf of the TOWN be delivered to Designated Facilities as defined herein. The TOWN will take such action as is

necessary and available to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the TOWN.

17. Term

This Agreement shall begin on the later of its effective date or October 1, 2020, and continue through the following September 30th and shall automatically be renewed for successive annual periods. Either party may terminate this Agreement on any October 1st by delivering written notice received by the other party prior to the preceding May 1st. The Authority will continue to provide the necessary recycling containers and ongoing education and advertising as provided in this Agreement. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

18. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

19. Notices

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the Authority:	For the TOWN:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	Town of Loxahatchee Groves 155 F Road Loxahatchee Groves, Florida 33470 Attention: Town Manager

20. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written:

As to the Authority:

WITNESSES:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Daniel Pellowitz, Executive Director

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY

General Counsel to the Authority

Sandra J. Vassalotti, Clerk to the Authority

Date: _____

Date: _____

(Affix SWA Seal)

ATTEST:

As to the TOWN:

(Affix Municipal Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

TOWN

Date: _____



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

October 9, 2020

Dear valued municipal partner,

As you are aware, during last legislative session, the Governor signed CS/House Bill 73, Environmental Regulation, adding a new subsection 22 to 403.706, F.S. that impacts each of us regarding residential recycling collection and processing. Specifically, the addition of new subsection 403.706 (22)(a) establishes a requirement that certain language be included in all new or renewed collection contracts between municipalities or counties and private waste haulers with the intended goal of reducing contamination in recycling. Attached, for your reference, please find a copy of CS/HB 73 Section 1 (Bill), (ATTACHMENT A) detailing the specific requirements.

The Solid Waste Authority of Palm Beach County (Authority) is the entity responsible for providing the county-wide recycling program, achieving the state-mandated recycling goals, and operating the Recovered Materials Processing Facility. As such, the Authority believes that, to help ensure a consistent county-wide program, it is in our collective best interest to provide our municipal partners with a common framework to be utilized in developing future procurement and/or contract renewal documents for private waste hauling services that comply with the new legislative requirements.

To that end we have revised our existing Interlocal Agreement (ILA) relative to the new requirements and we believe that the revised ILA contains the language that meets all of the requirements of the new law. We have also taken this opportunity to update the ILA to reflect current industry definitions and simplified the structure. There have been no substantive changes to the terms and conditions of the current ILA. Accordingly, attached please find the current draft of the revised ILA for your consideration (ATTACHMENT B).

As the future need arises for you to solicit new or renew existing waste collection contracts, as your solid waste and recycling partner, we strongly encourage you to review the attached Bill and address the specific requirements utilizing the language provided in the revised ILA or, alternately, include the revised ILA as an exhibit referencing the appropriate sections.

Additionally, and as another initiative to reduce inbound recycling contamination, we also recommend that for future bids, RFPs or collection contract renewals your municipality include specific language requiring a rear-load split-body compacting recycling vehicle with one

compartment dedicated to paper/fiber products and one compartment dedicated for other recovered materials (containers). It is our experience that this type of collection vehicle significantly reduces cross-contamination. We have attached our contract specification for the type of recycling collection vehicle for your reference and consideration (ATTACHMENT C).

Again, we thank you for our great partnership as we work together to serve our customers with the highest level of quality collection service possible. Should you have any questions or concerns please feel free to contact Mr. John Archambo at (561) 315-2010 or email at jarchambo@swa.org.

Sincerely,



Dan Pellowitz
Executive Director

Enclosure: ATTACHMENT A) CS/HB 73 Section I
 ATTACHMENT B) Draft Revised ILA
 ATTACHMENT C) SWA Haulers Agreement, Section 14 - Collection Vehicles

ENROLLED

CS/HB 73

2020 Legislature

1
2 An act relating to environmental regulation; amending
3 s. 403.706, F.S.; specifying requirements for
4 contracts between residential recycling collectors or
5 recovered materials processing facilities and counties
6 or municipalities for the collection or processing of
7 residential recycling material; providing that a
8 residential recycling collector or recovered materials
9 processing facility is not required to collect,
10 transport, or process contaminated recyclable material
11 except pursuant to specified contractual requirements
12 after a contract is executed; defining the term
13 "residential recycling collector"; providing
14 applicability; amending s. 403.813, F.S.; prohibiting
15 local governments from requiring further verification
16 from the Department of Environmental Protection for
17 certain projects; revising the types of dock and pier
18 replacements and repairs that are exempt from such
19 verification and certain permitting requirements;
20 providing an effective date.

21
22 Be It Enacted by the Legislature of the State of Florida:

23
24 Section 1. Subsection (22) of section 403.706, Florida
25 Statutes, is renumbered as subsection (23), and a new subsection

ENROLLED

CS/HB 73

2020 Legislature

(22) is added to that section, to read:

403.706 Local government solid waste responsibilities.—

(22) (a) Each contract between a residential recycling collector and a county or municipality for the collection or transport of residential recyclable material, and each request for proposal or other solicitation for the collection of residential recyclable material, must include all of the following:

1. The respective strategies and obligations of the county or municipality and the residential recycling collector to reduce the amount of contaminated recyclable material being collected.

2. The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material.

3. The remedies authorized to be used if a container, cart, or bin contains contaminated recyclable material.

4. The education and enforcement measures that will be used to reduce the amount of contaminated recyclable material.

5. A definition of the term "contaminated recyclable material" that is appropriate for the local community.

(b) Each contract between a recovered materials processing facility and a county or municipality for processing residential recyclable material, and each request for proposal or other solicitation for processing residential recyclable material,

ENROLLED

CS/HB 73

2020 Legislature

51 must include all of the following:

52 1. The respective strategies and obligations of the county
53 or municipality and the facility to reduce the amount of
54 contaminated recyclable material being collected and processed.

55 2. The procedures for identifying, documenting, managing,
56 and rejecting residential recycling containers, truck loads,
57 carts, or bins that contain contaminated recyclable material.

58 3. The remedies authorized to be used if a container or
59 truck load contains contaminated recyclable material.

60 4. A definition of the term "contaminated recyclable
61 material" that is appropriate for the local community.

62 (c) After a contract is executed, a residential recycling
63 collector is not required to collect or transport contaminated
64 recyclable material, except pursuant to a contract consistent
65 with paragraph (a). As used in this subsection, the term
66 "residential recycling collector" means a for-profit business
67 entity that collects and transports residential recyclable
68 material on behalf of a county or municipality.

69 (d) After a contract is executed, a recovered materials
70 processing facility is not required to process contaminated
71 recyclable material, except pursuant to a contract consistent
72 with paragraph (b).

73 (e) This subsection applies to each contract between a
74 municipality or county and a residential recycling collector or
75 recovered materials processing facility executed or renewed

ENROLLED

CS/HB 73

2020 Legislature

76 after October 1, 2020.

77 (f) This subsection applies only to the collection and
78 processing of material obtained from residential recycling
79 activities. As used in this subsection, the term "contaminated
80 recyclable material" refers only to recyclable material that is
81 comingled or mixed with solid waste or other nonhazardous
82 material. The term does not include contamination as that term
83 or a derivation of that term is used in chapter 376 and other
84 sections of chapter 403, including, but not limited to,
85 brownfield site cleanup, water quality remediation, drycleaning-
86 solvent-contaminated site cleanup, petroleum-contaminated site
87 cleanup, cattle dipping vat site cleanup, or other hazardous
88 waste remediation.

89 Section 2. Subsection (1) of section 403.813, Florida
90 Statutes, is amended to read:

91 403.813 Permits issued at district centers; exceptions.—

92 (1) A permit is not required under this chapter, chapter
93 373, chapter 61-691, Laws of Florida, or chapter 25214 or
94 chapter 25270, 1949, Laws of Florida, and a local government may
95 not require a person claiming this exception to provide further
96 department verification, for activities associated with the
97 following types of projects; however, except as otherwise
98 provided in this subsection, this subsection does not relieve an
99 applicant from any requirement to obtain permission to use or
100 occupy lands owned by the Board of Trustees of the Internal

SWA Haulers Agreement Excerpt

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

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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: Appointment of Planning & Zoning Board/LPA

Background:

According to Town of Loxahatchee Groves Unified Land Development Code Article II - Planning and Zoning Board (Section 34-25 through 34-29) states there shall be a Planning and Zoning Board its composition and term of office, business meeting and procedures, administrative assistance, power and duties and planning and zoning board advisory only.

Recommendations:

Staff recommends approval on first reading Ordinance No. 2021-03 appointing the Planning and Zoning Board voting members.

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ORDINANCE NO. 2020-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING WILLIAM BELL, WILLIAM “BILL” FORD, NEIL O’NEAL III, MATTHEW OTERO, AND BILL RAFLOWITZ AS REGULAR MEMBERS ALTERNATE THAIS HAGEN GONZALEZ OF THE TOWN’S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

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

Section 2. The Town Council hereby appoints the following persons to serve as regular members of the Town’s Planning and Zoning Board for a term of one (1) year:

Robert Shorr, Mayor	Neil O’Neil III
Laura Danowski, Vice Mayor	Brett Rflowitz
Phillis Maniglia, Council Member	William Ford
Marianne Miles, Council Member	(Matthew Otero)
Marge Herzog, Council Member	William Bell

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

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS T LEGAL FORM:

Phillis Maniglia, Council Member

Town Attorney

Marianne Miles, Council Member

Margaret Herzog, Council Member

**Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Lockhart Self-Storage Applications**

PREPARED BY: Jim Fleischmann

May 4, 2021

RE: The following applications related to a 2.62 acre property located on Southern Boulevard, approximately 0.2 miles west of “D” Road:

(1) **REZ 20-2003: Rezoning** of the property from Commercial General (Palm Beach County zoning) to Commercial Low (Town zoning);

(2) **ULDC 20-0501: ULDC Text Amendments:** Article 10 *Definitions* - Addition of the term Limited Access Self-Storage Facility; Section 25-015 Permitted Uses to revise the Warehouse, Self-Storage use; and Article 80 Conditional Uses - Addition of Section 80-075 *Self Storage Facility Conditional Use*;

(3) **SE 20-2002: Special Exception Approval** of a Limited Access Self-Storage Conditional Use on the property; and

(4) **SP 20-2006: Site Plan Approval** of a Self-Storage use on the acre property.

I. GENERAL INFORMATION

Lockhart Management Group, Inc., Contract Purchaser of 2.62 acres on Southern Boulevard consisting of three parcels of record (**REF: Subject Site – ATTACHMENT 1**) has filed multiple applications related to approval of a self-storage facility. Bradley Miller of Urban Design Studio is the Agent for the applications.

II. DESCRIPTION OF APPLICATIONS:

A. Rezoning: Subject Site was assigned a Commercial General (GC) zoning designation (i.e. a Palm Beach County zoning district) by the Town Council (i.e. Resolution 2008 – 002) prior to adoption of the ULDC. The current Town ULDC does not include the GC zoning district. Applicant has filed a petition to rezone Subject Site from Palm Beach County GC to Loxahatchee Groves CL.

ATTACHMENT 1 – Subject Site Location

B. ULDC Text Amendments. “Warehouse, self-storage” is a Permitted Principal Use in the CL zoning district. However, the ULDC does not include a definition of the term limited access indoor self-storage facility, nor does it contain specific location and site development criteria. To address these issues, Applicant has proposed to define the term “Limited Access Indoor Self-Storage Facility”, define the terms and conditions under which a facility can be approved, and the process for approval of a facility.

C. Site Plan Approval: Pending approval of the ULDC Text Amendments, Applications (Special Exception for Conditional Use and Site Plan) for approval of a Limited Access Indoor Self-Storage Facility on Subject Site.

The Rezoning and ULDC Text Amendments require approval by ordinance (two readings), while a Special Exception and Site Plan are approved by resolution (one reading). As a result, First Reading of Ordinances 2021-01 (Rezoning) and 2021-02 (ULDC Text Amendments) were heard on April 6, 2021. For informational purposes only, the proposed Site Plan was also discussed.

Pending approval of Ordinances 2021.01 and 2021-02 on Second Reading on May 4, 2021, the proposed Site Plan (Resolution 2021-10), will also be considered for approval.

III. APPLICATION SUMMARIES AND RECOMMENDATIONS

A. REZONING APPLICATION

Applicant proposes a rezoning from the existing Community Commercial (CC) to Commercial Low (CL) which will create consistency with the Town’s ULDC and adjacent uses along the Southern Boulevard corridor.

The PZB, at its meeting on February 4, 2021 recommended approval of Rezoning Application REZ 20-2003. The Town Council approved Ordinance 2021-01 on First Reading at its April 6, 2021 meeting.

Per ULDC Section 160.020, a rezoning application is to be reviewed in terms of several criteria. Staff concludes that Applicant has adequately addressed the rezoning criteria and recommends approval on Second Reading of Ordinance 2021-01.

B. ULDC TEXT AMENDMENT APPLICATION

Applicant has proposed the following ULDC text amendments to address limited access indoor self-storage use in the Commercial Low (CL) zoning district. The amendments will more specifically define limited access self-storage use in Loxahatchee Groves and establish location criteria and development standards.

(1) Addition of a definition of Limited Access Indoor Self-Storage Facility to ULDC Section 10-015 *Definitions*;

(2) Revision of ULDC Article 25 *Commercial Zoning Districts* Section 2-015 *Permitted Uses* in the CL District to permit a Limited Access Self-Storage Facility use subject to meeting the requirements of Section 80-075 and a Special Exception Approval.

(3) Addition of Section 80-075 *Limited Access Self-Storage Facility* to ULDC Article 80 *Conditional Uses*.

Applicant presented ULDC Amendment Application ULDC 20-0501 at the January 21st PZB meeting. The Application was continued to consider proposed PZB revisions. Applicant presented a revised Application at the February 4, 2021 meeting at which time PZB recommended approval of Application ULDC 20-0501 subject to revisions.

The Town Council approved Ordinance 2021-01 on First Reading at its April 6, 2021 meeting following discussions and direction on the following topics:

(1) Include the term “indoor” within proposed ULDC text references to limited access indoor storage;

(2) Revise the separation criterion from one facility allowed between each of the letter roads to a 2-mile separation distance between facilities;

(3) Set the maximum plot size at 250 feet (width along Southern Boulevard frontage) by 500 feet (depth).

(4) Set plot coverage requirement at 30% rather than 40%; and

(5) Height shall be measured at 35-feet from finished grade rather than commencing at 10 feet NGVD.

Staff concludes that Applicant has provided adequate responses to the required review criteria in the Town's ULDC Text Amendment Application and recommends approval of proposed Ordinance 2021-02 subject to Council revisions.

C. CONDITIONAL USE AND SITE PLAN APPROVAL APPLICATIONS

Applicant has requested a Conditional Use and Site Plan approval for a Limited Access Indoor Self-Storage Facility at Subject Site. Category A Special Exception (i.e. Council approval) is the required approval process.

Applicant presented Conditional Use and Site Plan Approval Application SP 20-2006 at the February 4, 2021 PZB meeting at which time PZB recommended approval based upon the application of the conditions and standards in the version of ULDC Section 80-075 *Limited Access Self-Storage Facility* it recommended.

The Town Council informally reviewed SP-20-2006 at its April 6, 2021 meeting.

Following the review of Applications SE 20-2002 and SP-20-2006 included within the Lockhart Self-Storage Site Plan Council Agenda Item Staff Summary dated May 4, 2021, Staff finds the proposed Lockhart Self-Storage Special Exception and Site Plan consistent with the Town's Comprehensive Plan, land development regulations. Further, Staff recommends approval of Resolution 2021-10 subject to the Site Plan dated February 26, 2021 and Conditions of Approval included therein.

**ORDINANCE NO. 2021-01
LOCKHART SELF-STORAGE REZONING**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ASSIGNING COMMERCIAL LOW (CL) ZONING MAP DESIGNATIONS ON THE TOWN OF LOXAHATCHEE GROVES ZONING MAP TO THE FOLLOWING THREE PARCELS OF LAND LOCATED AT 14711 SOUTHERN BOULEVARD, LOXAHATCHEE GROVES, FLORIDA 33470 COMPRISING 2.62 ACRES, MORE OR LESS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" HERETO: THE 2.45 ACRES PARCEL OWNED BY SAMEERA AND MUEAN AYESH; THE 0.10 ACRE PARCEL OWNED BY TAHIA S. AND SAMEERA AYESH; AND THE 0.61 ACRE MORE OR LESS PARCEL OWNED BY TAHIA S. AND SAMEERA AYESH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Petitioner, Mr. James Lockhart, Contract Purchaser, representing the Owners of the 2.62 acre, more or less, parcel of land (Subject Property) located at 14711 Southern Boulevard, Loxahatchee Groves, Florida 33470, has voluntarily petitioned, on behalf of the Owners, the Town of Loxahatchee Groves, Florida to assign a Town Zoning designations to Subject Property; and

WHEREAS, The existing Zoning designation assigned to Subject Property is Community Commercial (CC); and

WHEREAS, the Loxahatchee Groves Planning and Zoning Board (PZB) conducted a public hearing on February 4, 2021, as required by Town Ordinance 2011-011, to consider approval by the Town of REZ 20-2003, an application to revise the Zoning Map designation of Subject Property from Community Commercial to Commercial Low. At the public hearing, the PZB recommended approval of said proposed Zoning Map revision; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has determined that granting the request for the assignment of a Loxahatchee Groves Zoning designation of Commercial Low (CL) to Subject Property serves a valid public purpose.

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

Section 1. Findings. The Town Council finds the above statements are true and correct and serve as the basis for consideration of this Ordinance.

Section 2. Zoning. The Zoning Map designation of Subject Property on the Town of Loxahatchee Groves Official Zoning Map shall be established as Commercial Low (CL).

Section 3. Directions to the Town Manager and Town Clerk. The Town Manager is

hereby authorized and directed to forthwith cause the zoning designation of Subject Property, as described in Exhibits A and B, attached hereto, as set forth in Section 2 of this Ordinance, to be shown on the on the Town of Loxahatchee Groves Official Zoning Map.

Section 4. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of their conflict herewith.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 16th DAY OF MARCH, 2021.

Council Member _____ offered the foregoing ordinance.

Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, Mayor	☐	☐	☐
Laura Danowski, Vice Mayor	☐	☐	☐
Phillis Maniglia, Council Member	☐	☐	☐
Marg Herzog, Council Member	☐	☐	☐
Marianne Miles, Council Member	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 4th DAY OF May 2021.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Robert Shorr

APPROVED AS TO LEGAL FORM

Vice Mayor Laura Danowski

Town Attorney

Council Member Phillis Maniglia

Council Member Marg Herzog

Council Member Marianne Miles

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Ordinance 2021-01:

A. DESCRIPTION:

Parcel 1:

A parcel of land in Tract 8 and 9, Block I, Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida, said parcel including road easement and being more particularly described as follows:

From the intersection of the East line of Tract 8, Block "I", of said LOXAHATCHEE GROVES, with the Northerly Right-of-Way Line of State Road No. 80 (Southern Blvd), run thence Northerly along the line between Tract 8 and 9, of said Block "I", a distance of 150 Feet to the point of beginning, thence run Easterly a distance of 99.35 feet to a point, thence run Northerly a distance of 499.73 feet to the Centerline of said Private Road , thence run Westerly a distance of 99.35 feet to the East line of said Tract 8, Block "I", continue Westerly a distance of 138.51 feet to a point, thence run Southerly a distance 499.73 feet to a point, thence run Easterly a distance of 138.51 feet to the point of beginning.

Subject to easement for road purposes over the North 30 feet thereof.

Parcel 2:

Lots 8 and 9, Block I, LOXAHATCHEE GROVES, a Subdivision in Township 43 South, Range 41 East, according to the Plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing on the East Line of Lot 8, Block "I" of Loxahatchee Groves, a Subdivision in Township 43 South, Range 41 East, according to the Plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in plat Book 12, Page 29, at the intersection of said East line of Lot 8, Block "I", with the North right of way line of Florida State Road No. 80; thence from the intersection run Easterly along the North right of way line of Florida State Road No.80, a distance of 11.11 feet to a point, said point being the Southeast corner of the herein described tract , and which is the Point of Beginning; thence Northerly paralleling the East line of Lot 8, Block "I", a distance of 150 feet to a point, being the Northeast corner of the tract; thence Westerly, paralleling the North right of way line of Florida State

Road No. 80, 150 feet to a point, being the Northwest corner of the tract; thence Southerly paralleling the East line of Lot 8, Block "I", 150 feet to a point on the North right of way line of Florida State Road No. 80, said point being the Southwest corner of the tract; thence Easterly along the North right of way line of Florida State

Road No. 80, 150 feet to the POINT OF BEGINNING, being the Southeast corner of the tract;

Road No. 80, 150 feet to a point, being the Northwest corner of the tract; thence Southerly paralleling the East line of Lot 8, Block "I", 150 feet to a point on the North right of way line of Florida State Road No. 80, said point being the Southwest corner of the tract; thence Easterly along the North right of way line of Florida State Road No. 80, 150 feet to the POINT OF BEGINNING, being the Southeast corner of the tract;

LESS that part of Lot 8 in Block I of LOXHATCHEE GROVES, according to the Plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 32, Township 43 South, Range 41 East, thence South 01 degree 21'04" West along the Westerly said Section line, a distance of 3415.35 feet to the Baseline of Survey for Existing Right of Way for State Road 80 and the POINT OF BEGINNING; thence North 01 degree 50'45" East, a distance of 120.0 feet; thence North 88 degrees 26'59" West, a distance of 149.98 feet; thence South 01 degrees 50'45" West, a distance of 120.0 feet to the Northerly existing Right Of Way for State Road 80; thence South 88 degrees 26'59" East, a distance of 149.98 feet to the POINT OF BEGINNING.

Parcel 3:

A parcel of land in Tract 9, Block I, LOXAHATCHEE GROVES, as recorded in Plat Book 12, Page 29, Public records of Palm Beach County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said Tract 9, Block "I", which corner is on the Northerly R/W Line of State Road No. 80 (Southern Boulevard), run thence Easterly on said R/W line, a distance of 11.11 feet to the Point of Beginning of the parcel herein conveyed; thence continue Easterly on the same course, a distance of 88.24 feet; thence run Northerly, parallel to the West line of said Tract 9, angling 90° 35'30" West to North, a distance of 150.00 feet; thence Westerly, parallel to said Northerly R/W line of State Road No. 80 (Southern Boulevard), a distance of 88.24 feet; thence Southerly, a distance of 150.00 feet to the Point of Beginning.

LESS AND EXCPT

The South 120 feet thereof as per State of Florida Department of Transportation Parcel No. 108 Recorded in Official Records Book 5401, Page 636, Palm Beach County Records.

B. LOCATION MAP:

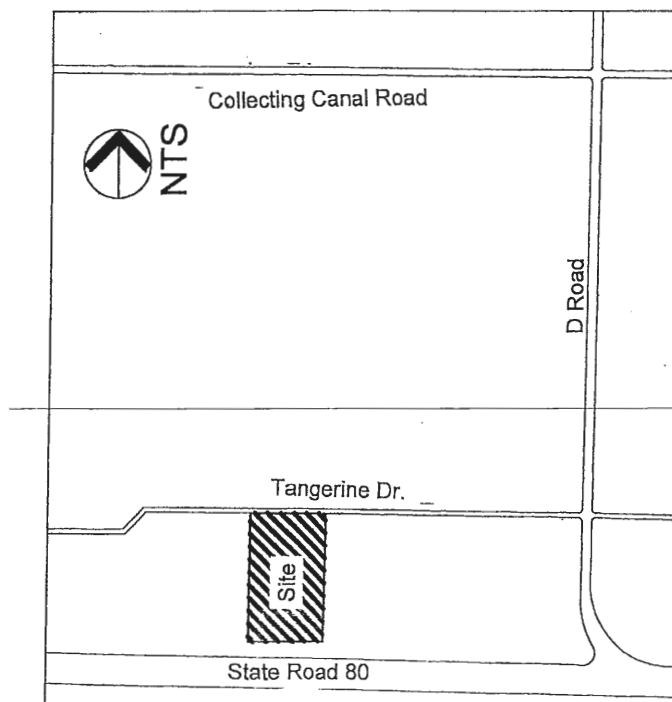
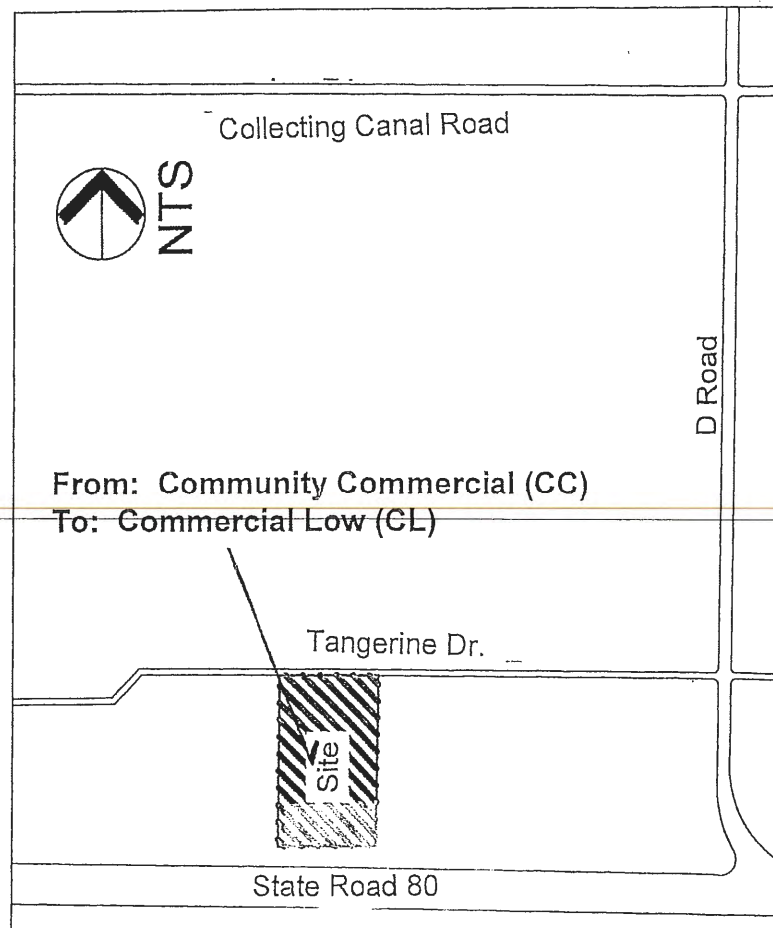


EXHIBIT B

REZ 20-2003 ZONING MAP AMENDMENT

From: Community Commercial (CC)

To: Commercial Low (CL)



TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2021-02

UNIFIED LAND DEVELOPMENT CODE AMENDMENTS PROPOSED BY MR. JAMES LOCKHART TO: (1) REVISE ARTICLE 10 DEFINITIONS, ABBREVIATIONS AND CONSTRUCTION OF TERMS TO ADD THE DEFINITION OF LIMITED ACCESS SELF-INDOOR STORAGE FACILITY; (2) AMEND ARTICLE 25 COMMERCIAL ZONING DISTRICTS SECTION 25-015 PERMITTED USES TO REVISE THE WAREHOUSE, SELF-STORAGE USE TO READ LIMITED ACCESS INDOOR SELF-STORAGE FACILITY PERMITTED WITH A CATEGORY “A” SPECIAL EXCEPTION APPROVAL, SUBJECT TO SECTION 80-075 LIMITED ACCESS INDOOR SELF-STORAGE FACILITY; AND (3) ADD ARTICLE 80 CONDITIONAL USES SECTION 80-075 LIMITED ACCESS INDOOR SELF-STORAGE FACILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town.

WHEREAS, the Town Council of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to amend Article 10 Definitions, Abbreviations and Construction of Terms, and Article 25 Commercial Zoning Districts, Section 25-015 and add Section 80-075 Limited Access Indoor Self-Storage Facility to ULDC Article 80 Conditional Uses ; and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the amendment of Article 10 Definitions, Abbreviations and Construction of Terms, and Article 25 Commercial Zoning Districts, Section 25-015 and the addition of Section 80-075 Limited Access Indoor Self-Storage Facility to ULDC Article 80 Conditional Uses;

WHEREAS, the Town’s Planning and Zoning Board (PZB) considered the proposed ULDC amendments at its February 4, 2021, meeting and pursuant to Chapter 163, Part II, Florida Statutes, recommended that the Town Council approve the amendments to the ULDC subject to certain revisions; and,

WHEREAS, the Town’s Planning Consultant, in the Staff Report dated February 4, 2021, recommended that the Town Council approve amendments to the ULDC subject to certain revisions of amendments proposed by the PZB; and,

WHEREAS, the Town Council approved, on First Reading, revisions to the ULDC, as presented in Attachment A hereto at its April 6, 2021 meeting; and

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance to add the definition of “Limited Access Indoor Self-Storage Facility” to ULDC Article 10 Definitions, Abbreviations and Construction of Terms, permit “Limited Access Indoor Self-Storage Facility” as a permitted principal use in Article 25 Commercial Zoning Districts Section 25-015 subject to regulations in ULDC Section 80-075 and a special exception, and to create a new ULDC Article 80 Conditional Uses Section 80-075, to be entitled “Limited Access Indoor Self-Storage Facility” to provide regulations for such use, is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

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

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

Section 2: That the Town Council of the Town of Loxahatchee Groves, hereby amends the Town’s Unified Land Development Code (ULDC) to add a definition of the term “Limited Access Indoor Self-Storage Facility” to Article 10 Definitions, Abbreviations and Construction of Terms, permit “Limited Access Indoor Self-Storage Facility” as a permitted principal use in the Commercial Low (CL) Zoning District, subject to regulations in Section 80-075 and a special exception approval, and create Section 80-075, to be entitled “Limited Access Indoor Self-Storage Facility” to provide regulations for such use, as set forth in Attachment “A”, and incorporated herein by reference.

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC.

Section 6: Effective Date. This ordinance shall become effective as provided by law.

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PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 6th DAY OF April, 2021.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follow

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, , COUNCIL MEMBER	☐	☐	☐
MARG HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 4th DAY OF MAY 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr , Mayor

Laura Danowski, Vice Mayor

Phillis Maniglia , Council Member

APPROVED AS TO LEGAL FORM:

Town Attorney

Marg Herzog , Council Member

Marianne Miles , Council Member

Attachment A – ULDC Amendments

Note: Language shown as underlined is an addition to current ULDC text. Language shown as ~~struck through~~ is a deletion of current ULDC text. Language shown as underlined and in italics reflect decisions made by the Town Council at 1st reading.

Article 10, "Definitions, Abbreviations, and Construction of Terms"

Limited Access **Indoor** Self-Storage Facility. Limited Access **Indoor** Self-Storage Facility shall consist of individual, self-contained units that are leased for the storage of business, household, or other personal goods. Self-Storage development shall consist of storage bays with access only from the interior corridors of the building. A management office is an allowed accessory use. Any residential use is prohibited.

Article 25 Commercial Zoning Districts

Section 25-015. – Permitted uses

Plots located in the Commercial Low and Commercial Low Office zoning districts may be used for one or more of the following uses.

Principal Uses	Commercial Low (CL)	Commercial Low Office (CLO)
Warehouse, Limited Access Indoor Self Storage	Permitted w/ Special Exception Subject to Article 80-075	Not Permitted

Section 80-075 Limited Access **Indoor** Self-Storage Facility

Limited Access **Indoor** Self-Storage Facility as defined in Article 10, "Definitions, Abbreviations, and Construction of Terms" shall be permitted in the Commercial Low (CL) zoning district subject to a Category A Special Exception approval and compliance with the following Conditional Use standards and criteria:

- (A) Use(s). A Limited Access **Indoor** Self-Storage Facility shall consist of storage bays with direct access only from the interior corridors of the building. A management office is an allowed accessory use.
- (B) Locational Requirement.

- a. A Limited Access Indoor Self-Storage Facility shall have direct frontage and vehicular access to Southern Boulevard or the frontage road along Southern Boulevard.
- b. There shall be a minimum separation of 2 miles between Limited Access (Indoor) Self-Storage developments.

(C) Site and Building Design.

- 1) Maximum Site Dimensions. A Limited Access Indoor Self-Storage Facility site shall be limited to a maximum of 250-feet of street frontage along the Southern Boulevard right-of-way and 500 feet of depth from the Southern Boulevard right-of-way.
- 2) Architecture. Architectural design shall comply with the Rural Vista Guidelines.
- 3) Building Height. Building height (excluding parapets and architectural or mechanical features) shall not exceed thirty-five (35) feet from finished grade.
- 4) Maximum Plot coverage. Maximum plot coverage of all buildings and roofed structures shall not be more than 30 percent of the gross site area.
- 5) Maximum Floor Area: Maximum Floor area shall be determined with each application and regulated by applying the building height, maximum plot coverage and minimum pervious area, per Sections 3, 4, and 5 to the subject property provided that ULDC required minimum building setbacks, landscape buffers, minimum required parking, circulation and loading standards, and site infrastructure, including access, drainage and utilities requirements can be complied with.
- 6) Minimum Pervious Area: The minimum pervious area shall be 30 percent of the plot.
- 7) Lighting & Security Plan. At time of Site Plan application, a lighting (photometric) plan and security plan shall be required and at least include details for the following:
 - a. 24-hour security cameras, alarm system, use of gates with keypads and security lighting.
 - b. Site lighting used to illuminate the site after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with ULDC Section 50- 030, "Outdoor Lighting."

- 8) Signs. One monument sign advertising the Self-Storage Facility business may be erected on the plot frontage that abuts an arterial road right-of-way and complies with ULDC Section 90-035. Such signage shall observe the site distance triangle requirement of Article 105, "Sight Distance."
- 9) Prohibited Uses.
- a. The storage of flammable, hazardous or explosive materials, goods or products shall be prohibited.
 - b. On site Caretakers or any Residential use.
 - c. Businesses shall not operate within Self-Storage facility storage units.
 - d. Outdoor storage of vehicles, recreational vehicles, boats, merchandise, business, household or other personal goods shall be prohibited.
- 10) Landscaping shall comply with ULDC Article 85 Landscaping, including incorporation of an Incompatible Perimeter Landscape Buffer, per Section 85-060(B)(1) if the Self-Storage Facility abuts, or is separated from an Agricultural Residential zoning district by a public or private road, street, right-of-way canal.
-

TOWN OF LOXAHATCHEE GROVES

RESOLUTION 2021-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOCKHART LIMITED ACCESS INDOOR SELF-STORAGE FACILITY SITE PLAN FOR LAND OWNED BY TAHIA AND SAMEERA AYESH, CONSISTING OF 2.62 ACRES MORE OR LESS, LOCATED ON THE NORTH SIDE OF SOUTHERN BOULEVARD APPROXIMATELY 880 FEET WEST OF “D” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of April 7, 2021 recommended approval of the Lockhart Limited Access Self-Storage Facility Site Plan Application SP-20-2006; and

WHEREAS, the Lockhart Limited Access Indoor Self-Storage Facility Site Plan Approval Application SP-20-2006 was presented to the Town Council at a quasi-judicial public hearing conducted on May 4, 2021; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

WHEREAS, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

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

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

Section 2. The Town Council has considered the findings in the staff report dated May 4, 2021 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. The Site Plan is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan as presented in Exhibit B hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations, including Section 25-015 "*Permitted uses*" and Article 155 "*Site Plans*". This Site Plan, along with the Conditions of Approval, as adopted and presented in Exhibit C hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town's character.
3. This Site Plan, as presented in Exhibit B hereto, along with Conditions of Approval, as adopted and presented in Exhibit C hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with Conditions of Approval as adopted and presented in Exhibit C hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. This Site Plan, as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands, noise and the natural functioning of the environment.
6. This Site Plan as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Lockhart Limited Access Indoor Self-Storage Facility Site Plan SP-20-2006 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit C, is attached hereto as Exhibit B and made a part hereof.

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

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 4th day of May, 2021.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Town Clerk

Vice Mayor Laura Danowski

Council Member Phillis Maniglia

APPROVED AS TO LEGAL FORM:

Council Member Marg Herzog

Town Attorney

Council Member Marianne Miles

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Resolution 2021-10:

A. DESCRIPTION:

Parcel 1:

A parcel of land in Tract 8 and 9, Block I, Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida, said parcel including road easement and being more particularly described as follows:

From the intersection of the East line of Tract 8, Block "I", of said LOXAHATCHEE GROVES, with the Northerly Right-of-Way Line of State Road No. 80 (Southern Blvd), run thence Northerly along the line between Tract 8 and 9, of said Block "I", a distance of 150 Feet to the point of beginning, thence run Easterly a distance of 99.35 feet to a point, thence run Northerly a distance of 499.73 feet to the Centerline of said Private Road , thence run Westerly a distance of 99.35 feet to the East line of said Tract 8, Block "I", continue Westerly a distance of 138.51 feet to a point, thence run Southerly a distance 499.73 feet to a point, thence run Easterly a distance of 138.51 feet to the point of beginning.

Subject to easement for road purposes over the North 30 feet thereof.

Parcel 2:

Lots 8 and 9, Block I, LOXAHATCHEE GROVES, a Subdivision in Township 43 South, Range 41 East, according to the Plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing on the East Line of Lot 8, Block "I" of Loxahatchee Groves, a Subdivision in Township 43 South, Range 41 East, according to the Plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in plat Book 12, Page 29, at the intersection of said East line of Lot 8, Block "I", with the North right of way line of Florida State Road No. 80; thence from the intersection run Easterly along the North right of way line of Florida State Road No.80, a distance of 11.11 feet to a point, said point being the Southeast comer of the herein described tract , and which is the Point of Beginning; thence Northerly paralleling the East line of Lot 8, Block "I", a distance of 150 feet to a point, being the Northeast comer of the tract; thence Westerly, paralleling the North right of way line of Florida State

Road No. 80, 150 feet to a point, being the Northwest comer of the tract; thence Southerly paralleling the East line of Lot 8, Block "I", 150 feet to a point on the North right of way line of Florida State Road No. 80, said point being the Southwest comer of the tract; thence Easterly along the North right of way line of Florida State

Road No. 80, 150 feet to the POINT OF BEGINNING, being the Southeast comer of the tract;

Road No. 80, 150 feet to a point, being the Northwest comer of the tract; thence Southerly paralleling the East line of Lot 8, Block "I", 150 feet to a point on the North right of way line of Florida State Road No. 80, said point being the Southwest comer of the tract; thence Easterly along the North right of way line of Florida State Road No. 80, 150 feet to the POINT OF BEGINNING, being the Southeast comer of the tract;

LESS that part of Lot 8 in Block I of LOXHATCHEE GROVES, according to the Plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 32, Township 43 South, Range 41 East, thence South 01 degree 21'04" West along the Westerly said Section line, a distance of 3415.35 feet to the Baseline of Survey for Existing Right of Way for State Road 80 and the POINT OF BEGINNING; thence North 01 degree 50'45" East, a distance of 120.0 feet; thence North 88 degrees 26'59" West, a distance of 149.98 feet; thence South 01 degrees 50'45" West, a distance of 120.0 feet to the Northerly existing Right Of Way for State Road 80; thence South 88 degrees 26'59" East, a distance of 149.98 feet to the POINT OF BEGINNING.

Parcel 3:

A parcel of land in Tract 9, Block I, LOXAHATCHEE GROVES, as recorded in Plat Book 12, Page 29, Public records of Palm Beach County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said Tract 9, Block "I", which corner is on the Northerly R/W Line of State Road No. 80 (Southern Boulevard), run thence Easterly on said R/W line, a distance of 11.11 feet to the Point of Beginning of the parcel herein conveyed; thence continue Easterly on the same course, a distance of 88.24 feet; thence run Northerly, parallel to the West line of said Tract 9, angling 90° 35'30" West to North, a distance of 150.00 feet; thence Westerly, parallel to said Northerly R/W line of State Road No. 80 (Southern Boulevard), a distance of 88.24 feet; thence Southerly, a distance of 150.00 feet to the Point of Beginning.

LESS AND EXCPT

The South 120 feet thereof as per State of Florida Department of Transportation Parcel No. 108 Recorded in Official Records Book 5401, Page 636, Palm Beach County Records.

B. LOCATION MAP:

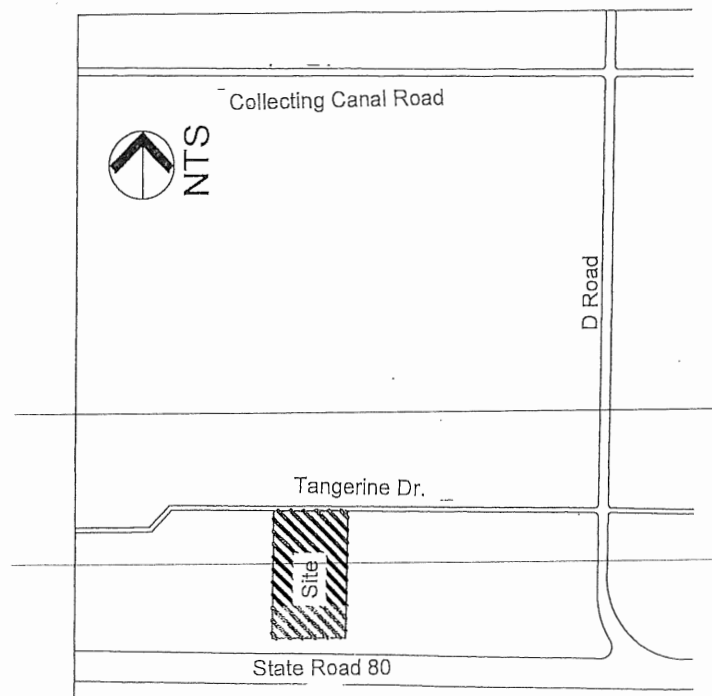


EXHIBIT B

**LOCKHART LIMITED ACCESS INDOOR SELF-STORAGE FACILITY SITE PLAN
SP-20-2006**

(Refer to the following page)

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EXHIBIT C

Lockhart Limited Access Indoor Self-Storage Facility Site Plan Conditions of Approval

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. The Final Conditions of Approval in Town Ordinance 2019-08 are adopted and incorporated herein by reference. Ordinance 2019-08 assigned an amended Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to the site.

3. Development of the site is limited to the uses depicted and stated in Exhibit B, hereto (Lockhart Limited Access Indoor Self-Storage Facility Site Plan). The Site Plan is dated April 27, 2021. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

- (a) administrative amendments permitted under Section 155-005 of the ULDC;
- (b) amendments required to conform to the Conceptual Master Plan;
- (c) amendments necessary to comply with Site Plan Conditions of Approval; and
- (d) infrastructure and utility improvements which are in accordance with the ULDC.

4 The Town Manager and his designated agents shall review and approve all building permit applications prior to processing by Palm Beach County for consistency with the following: (1) Site Plan and Conditions of Approval; (2) Landscape Plan; (3) Floor Plans, and Elevations; and (4) Photometric Plan

5. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager and Town Engineer shall review and approve all land development plans.

6. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2022. A time extension for this condition shall be acknowledged by the Town of Loxahatchee Groves pursuant to a State of Emergency Order issued by the Governor of Florida upon written notification by the Owner, or approval of a traffic study which complies with the Palm Beach County Mandatory Traffic Performance Standards in place at the time of the request.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 97,352 sq. ft. of limited access indoor self-storage and administrative office use consistent with the Site Plan dated April 27, 2021.

2. Bars and night clubs are prohibited.
3. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.
4. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.
5. Prior to submittal of any building permit cross-access agreement shall be executed with the properties directly abutting the site to its east and west.
6. The Site Plan shall limit the eastern drive aisle access to Tangerine Drive to emergency vehicles only.

C. ENGINEERING

1. Compensating storage calculations and a post-storm recovery analysis are required to be included with the Site Development Permit submittal. The submitted calculations need to meet South Florida Water Management District regulations, C-51 Basin criteria, and Town code.
2. Prior to the issuance of the Site Development Permit for this project:
 - a. A Cross Access Agreement shall be completed and recorded between the adjacent parcels along the east and west property lines that front Southern Boulevard. The Cross Access Agreement shall adequately address vehicular, pedestrian, and bicycle access and connectivity. Additionally, it shall be the property owner's responsibility to permit, construct, and certify the necessary driveway connections up to the existing pavement location of the adjacent properties and within the Cross Access Easement.
 - b. The Master Site Development Permit for the 1st Phase of Construction must be approved by the Town.
3. Prior to the issuance of the Site Development Permit and Building Permit for this project, the applicant shall provide itemized cost estimates and surety for the affected portion of Pod B per Town Code Section 100-060.
4. Prior to the commencement of construction of this project the Applicant shall:
 - a. Provide the Town Engineer with copies of all permits, permit applications, and requests for additional information to and from the regulatory agencies regarding issues on all permit applications, certification, and approvals for this project including, but not limited to,

the South Florida Water Management District, Palm Beach County Water Utilities Department, Florida Department of Transportation, Palm Beach County Fire Rescue, Palm Beach County Health Department, etc.

- b. Schedule a pre-construction meeting with the Town. Inspections related to the Site Development Permit for this project will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order for all work and construction activity related to this project.
- c. Prior to the issuance of the Site Development Permit and Building Permit for this project, the applicant shall provide itemized cost estimates and surety per Town Code Section 100-060.
- d. Provide itemized cost estimates and surety per Town Code Section 100-060.

5. The applicant shall comply with all Federal EPA and State of Florida Department of Environmental Protection NPDES requirements including, but not limited to, preparation of a stormwater pollution prevention plan and identification of appropriate Best Management Practices, as generally accepted by the Environmental Protection Agency (EPA) and local regulatory agencies, for construction activities, implementation of the approved plans, inspection, and maintenance of controls during construction, including a Notice of Intent prior to the start of construction and a Notice of Termination prior to the certification of the Site Development Permit.

6. The construction, operation, and maintenance of any elements of this project shall not have any negative impacts on the existing drainage of the surrounding areas. If at any time during the project development, it is determined by the Town that any of the surrounding areas are experiencing negative drainage impacts caused by this project, it shall be the applicant's responsibility to resolve said impacts in a period of time and a manner that is acceptable to the Town prior to additional construction activities. The Town may issue a Stop Work Order or cease issuance of any related Building Permits until all drainage concerns are resolved.

7. Prior to the issuance of the Certificate of Completion for the Site Development Permit, the application shall:

- a. Provide copies of the required test results as provided for on the plans and specification and in accordance with FDOT for review by the Town Engineer.
- b. Submit to the Town all required recorded easements and easement modifications.
- c. Provide electronic certified civil design as-built drawings in both PDF and AutoCAD formats for review and approval by the Town Engineer.

- d. Per the Florida Department of Transportation's request dated October 16th, 2020, the adjacent driveway connection to Southern Blvd to the east shall be closed ..

8. Prior to issuance of the first Certificate of Occupancy within Pod B, the work associated with the Master Site Development Permit for the 1st Phase of Construction must be completed, certified, and approved by the Town.

9. Prior to the issuance of the Certificate of Occupancy for this project, the ADA pedestrian sidewalk to Southern Boulevard and the vehicular driveway connection and drive aisle to Avocado Avenue must be constructed, certified, and approved by the Town.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. Project landscaping shall comply with the Landscape Plan dated April 15, 2021, to include a landscape buffer berm within the 25-foot buffer on Southern Boulevard shown on the Site Plan dated February 26, 2021. The perimeter buffer berm along the Southern Boulevard frontage shall be constructed to a minimum height of 3 feet above the grade of the internal parking lot. The 3-foot berm shall be topped by a cocoplum hedge. A rendering of the berm and hedge shall be provided prior to any land clearing activity based upon a point of view from Southern Boulevard. The rendering shall clearly note the level of maturity of the plant materials and how long it will take for the installed materials to reach maturity.

3. Compatible Use Buffers, per ULDC Section 85-060 (C) shall be incorporated along the perimeters with the Shell gas station, AG Market and Palms West Plaza.

4. Incompatible Use Buffers, per ULDC Section 85-060 (B) shall be incorporated along perimeters with properties having an Agricultural Residential (AR) zoning district.

5. The remainder of the landscaping shall comply with the Landscape Plan dated March 23, 2021.

6. Preconstruction surveys shall be implemented for the following species: Eastern Indigo Snake; Gopher Tortoise; and Florida Bonneted Bat. Appropriate relocation and protective measures, to be coordinated with the Town, shall be undertaken pending the results of the surveys.

7. A Floodplain Development Application shall be submitted to the Town prior to commencing any land clearing or development activity.

8. The west landscape buffer shall be 8 feet in width.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Site Photometric Plan dated November 12, 2020 and the requirements of ULDC Section 50-030 *Outdoor Lighting*, as revised by Ordinance 2019-06.

2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

3. Per ULDC Section 50-030(D) (5) "*Glare*", open air parking lighting, with the exception of security lighting, shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated April 27, 2021.

G. ARCHITECTURAL

1. Architectural elevations shall comply with Site Plan, Sheet A-201 dated November 11, 2020.

H. SIGNAGE

The initial sign permit submittal shall include a master sign program detailing the location, number, colors and size of proposed signage within the Lockhart Limited Access Indoor Self-Storage development. The master sign program shall be used as model for all subsequent signage within the development.

1. Per Sections 05-040 and 90-070 of the ULDC, permits for all project signs shall be obtained prior to building permit application.

2. An attached building identification signs shall be provided with a maximum sign face of 4 sq. ft.

I. UTILITIES AND SERVICES

1. A Developer's Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town Council of the Town of Loxahatchee Groves for the provision of central potable water and wastewater service to the project prior to the issuance of the first building permit.

2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and the Town's contract hauler prior to issuance of the initial certificate of occupancy.

H. ULDC WAIVERS

Per Ordinance 2019-08, the Property Owner has been granted the right to request the following two waivers: (1) Relief from ULDC Section 50-303(D) (5) "*Glare*"; and (2) ULDC Section 95-100(E) "*Wheelstops and curbing*".

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**Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
ALDI Sign Variance V-2021-0001**

PREPARED BY: Jim Fleischmann

May 4, 2021

SUBJECT: Increase the size of the Primary and Secondary sign faces of the Aldi Grocery wall signs above the maximum allowed by the Town Code.

1. BACKGROUND/HISTORY

History: A Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation was assigned to the 90-acre Groves Town Center (GTC) located at the northeast corner of Southern Boulevard and “B” Road by Town Ordinance 2013-09 and most recently updated by Ordinance 2019-08. A Site Plan for Pod A of GTC, including a 19,274 sq. ft. Aldi grocery store, was approved by the Town Council (Resolution 2018-83). The Aldi grocery store is currently operational and has received a Temporary Certificate of Occupancy (TCO) from the Palm Beach County Building Division.

Issue Statement: The Applicant has requested that the sign face of Aldi building wall signs be increased, as follows:

1. Primary Sign facing Southern Boulevard: From a ULDC maximum of 36 square feet to 75 sq. ft.; and
2. Secondary Sign facing “B” Road: From a ULDC maximum of 18 square feet to 75 sq. ft.

Issue Resolution: Per the ULDC, a variance will not be contrary to the public interest if the Applicant has demonstrated, by competent and substantial evidence, that each of five review criteria in Section 150-020 is met. In order to recommend approval of the proposed variance, the Town Council should find that the application meets each of the five criteria.

2. CURRENT ACTIVITY

The Planning and Zoning Board (PZB), at its meeting on March 18, 2021 recommended approval of the Aldi Variance Application V-2021-01 by a 5 – 0 vote.

Based upon the report titled: “Staff Summary Variance Application VA-2021-01 May 4, 2021), Staff finds that the Applicant has demonstrated that each of the five review criteria in ULDC Section 150-020 has been satisfied and therefore recommends approval of Resolution 2021-17.

3. ATTACHMENTS

1. Resolution 2021-17

4. RECOMMENDED ACTION: Approval of Resolution 2021-00, as recommended by PZB and Staff.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE ALDI SIGN VARIANCE, FOR LAND OWNED BY BW SOUTHERN BINKS, LLC, CONSISTING OF 4.73 ACRES MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to variances from land development regulations for development on property within the Town; and

WHEREAS, the Council, pursuant to Section 150-010 (Authority) of the Town of Loxahatchee Groves Unified Land Development Code (ULDC) is granted the authority to permit a variance to the provisions of the ULDC related to: (1) height; (2) yards; (3) parking and loading; (4) landscaping and buffers; (5) separation of uses; (6) plot coverage; and/or (7) such other provisions of the Code which do not specifically prohibit such requests; and

WHEREAS, the notice and hearing requirements, as provided for in Article 115 (Public Hearing Notices) of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of March 198 2021 recommended approval of the Aldi Variance Application V-2021-0001; and

WHEREAS, the Aldi. Application V-2021-0001, was presented to the Town Council at a quasi-judicial public hearing conducted on May 4, 2021; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

WHEREAS, this approval is subject to Section 150-030 (Time limits) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

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

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

Section 2. The Town Council has considered the analysis and findings of the report entitled “Town Council Agenda Item Report Aldi Sign Variance V-2021-0001:” dated May 4, 2021 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. V- 2021-0001 is a request to increase the square footage of the maximum sign face of Aldi building wall signs, as follows: Primary Wall Sign facing Southern Boulevard from a ULDC maximum of 36 sq. ft. to a maximum of 75 sq. ft.; and Secondary Wall Sign facing “B” Road from a ULDC maximum of 18 sq. ft. to a maximum of 75 sq. ft.
2. V-2021-0001, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations, including Sections 150-010(B) and 150-010(C).
3. The Applicant has demonstrated, based upon responses to the requirements of Section 150-020 (Considerations for variances) of the Town of Loxahatchee Groves land development regulations, that V-2021-0001 is not contrary to the public interest.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Aldi Variance Application V-2021-0001 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof.

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

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 4th day of May 2021.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Mayor Robert Shorr

APPROVED AS TO LEGAL FORM:

Vice Mayor Laura Danowski

Town Attorney

Council Member Phillis Maniglia

Council Member Marg Herzog

Council Member Marianne Miles

EXHIBIT A

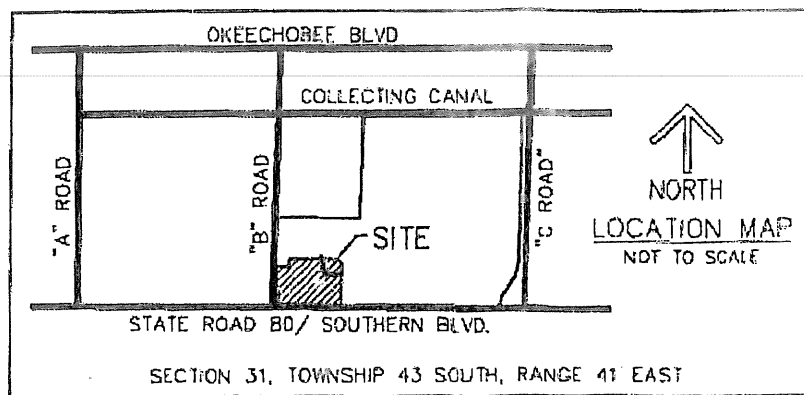
LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Resolution 2021-17:

POD 'A' AND TRACT LB3 OF GROVES TOWN CENTER PUD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 128, PAGE 66, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Parcel Control Number: 41-41-43-31-12--01-0000

LOCATION MAP



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**Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Southern Palms Car Wash Site Plan Application SP-20-2008**

PREPARED BY: Jim Fleischmann

May 4, 2021

SUBJECT: Approval of the proposed Southern Palms Car Wash Site Plan.

1. BACKGROUND/HISTORY

History: A Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation was assigned to the 90-acre Groves Town Center (GTC) located at the northeast corner of Southern Boulevard and “B” Road by Town Council Ordinance 2013-09 and most recently updated by Ordinance 2019-08. A Site Plan for Pod A of GTC was approved by the Town Council (Resolution 2018-83). Site Plan approval for Southern Palms Car Wash, located within Pod B of GTC is proposed.

Issue Statement: The Applicant has requested approval of proposed Site Plan SP-20-2008 (Southern Palms Car Wash) including 4,815 sq. ft. of car wash and administrative office space.

Issue Resolution: The Town Council should consider approval, approval with conditions, or denial of Resolution 2021-18, the subject of which is Site Plan Approval Application SP-20-2008.

2. CURRENT ACTIVITY

The Planning and Zoning Board (PZB), at its meeting on March 18, 2021 recommended approval of the Southern Palms Car Wash Site Plan Application SP-20-2008 at its April 7, 2021 meeting by a 4-1 vote.

Based upon the review of Application SP-20-2008 within the report titled “Staff Summary Southern Palms Car Wash Site Plan” (May 4, 2021), Staff finds the proposed Southern Palms Car Wash Site Plan consistent with the Town’s Comprehensive Plan and land development regulations. Further, Staff recommends approval of Resolution 2021-18 subject to the Site Plan dated December 16, 2020 and Conditions of Approval included therein.

3. ATTACHMENTS

1. Resolution 2021-18

4. RECOMMENDED ACTION: Approval of Resolution 2021-18, as recommended by PZB and Staff.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION 2021-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE SOUTHERN PALMS CAR WASH SITE PLAN FOR LAND OWNED BY BW ROYAL MASTER PROPERTIES, INC., CONSISTING OF 1.52 ACRES MORE OR LESS, LOCATED ON THE NORTH SIDE OF SOUTHERN BOULEVARD EAST OF “B” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, ~~approve with conditions or deny site plans~~; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of April 7, 2021 recommended approval of the Southern Palms Car Wash Site Plan Approval Application SP-20-2008; and

WHEREAS, the Southern Palms Car Wash Site Plan Approval Application SP-20-2008 was presented to the Town Council at a quasi-judicial public hearing conducted on May 4, 2021; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

WHEREAS, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

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

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

Section 2. The Town Council has considered the findings in the staff report dated May 4, 2021 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. The Site Plan is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan as presented in Exhibit B hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations, including Section 25-015 "*Permitted uses*" and Article 155 "*Site Plans*". This Site Plan, along with the Conditions of Approval, as adopted and presented in Exhibit C hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town's character.
3. This Site Plan, as presented in Exhibit B hereto, along with Conditions of Approval, as adopted and presented in Exhibit C hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with Conditions of Approval as adopted and presented in Exhibit C hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. This Site Plan, as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands, noise and the natural functioning of the environment.
6. This Site Plan as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Southern Palms Car Wash Site Plan SP-20-2008 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit C, is attached hereto as Exhibit B and made a part hereof.

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

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 4th day of May 2021.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Town Clerk

Vice Mayor Laura Danowski

Council Member Phillis Maniglia

APPROVED AS TO LEGAL FORM:

Council Member Marg Herzog

Town Attorney

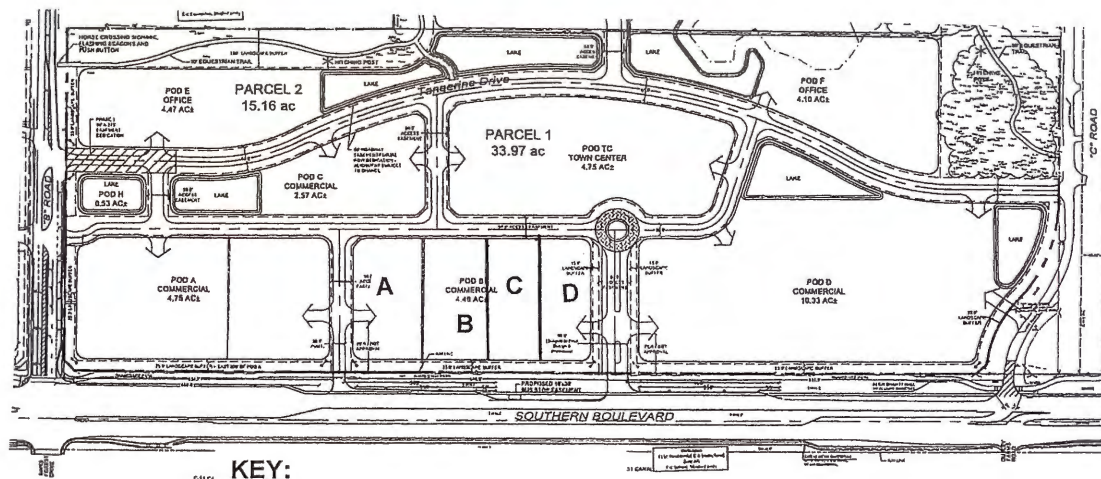
Council Member Marianne Miles

EXHIBIT A**LEGAL DESCRIPTION AND LOCATION MAP**

A PORTION OF POD B AND TRACT LB4, "GROVES TOWN CENTER PUD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGES 66 THROUGH 70, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT LB4; THENCE SOUTH $88^{\circ}26'46''$ EAST ALONG THE SOUTH LINE OF SAID TRACT LB4, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD 58.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $01^{\circ}33'14''$ EAST 331.33 FEET; THENCE NORTH $46^{\circ}33'14''$ EAST 24.04 FEET; THENCE SOUTH $88^{\circ}26'46''$ EAST 174.06 FEET; THENCE SOUTH $01^{\circ}33'14''$ WEST 348.33 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE AND NORTH RIGHT-OF-WAY LINE; THENCE NORTH $88^{\circ}26'47''$ WEST ALONG SAID SOUTH LINE AND NORTH RIGHT-OF-WAY LINE 191.06 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 66,407 SQUARE FEET (1.5245 ACRES), MORE OR LESS.

LOCATION MAP

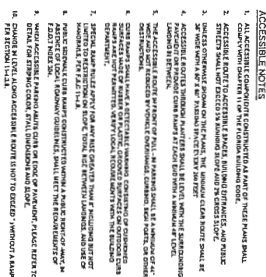
- KEY:**
- A – Southern Palms Car Wash
 - B – Culver's Restaurant
 - C – To Be Determined
 - D – Heartland Dental Office

EXHIBIT B

SOUTHERN PALMS CAR WASH SITE PLAN SP-20-2008

(Refer to the following page)

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Sunshine 

Call 811 or www.sunshine11.com two full business days before digging to know whether located and marked.

Completion reduces motor injury per dig.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS ARE NOT TO BE ALLOWED TO DRILL OR DIG WITHOUT ADEQUATE CONSIDERATION FOR ADDRESSING THIS ISSUE.

No.	REASONS	DATE	BY

EXHIBIT C
Southern Palms Carwash Site Plan
Conditions of Approval

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. The Final Conditions of Approval in Town Ordinance 2019-08 are adopted and incorporated herein by reference. Ordinance 2019-08 assigned an amended Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to the site.

3. Development of the site is limited to the uses depicted and stated in Exhibit B, hereto (Southern Palms Carwash Site Plan). The Site Plan is dated March 23, 2021. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

(a) Administrative amendments permitted under Section 155-005 of the ULDC;

(b) ~~Amendments required to conform to the Conceptual Master Plan;~~

(c) Amendments necessary to comply with Site Plan Conditions of Approval; and

(d) Infrastructure and utility improvements which are in accordance with the ULDC.

4 The Town Manager and his designated agents shall review and approve all building permit applications prior to processing by Palm Beach County for consistency with the following: (1) Site Plan and Conditions of Approval; (2) Landscape Plan; (3) Floor Plans, and Elevations; and (4) Photometric Plan

5. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager and Town Engineer shall review and approve all land development plans.

6. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2022. A time extension for this condition shall be acknowledged by the Town of Loxahatchee Groves pursuant to a State of Emergency Order issued by the Governor of Florida upon written notification by the Owner, or approval of a traffic study which complies with the Palm Beach County Mandatory Traffic Performance Standards in place at the time of the request.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 4,815 sq. ft. of carwash and administrative office use consistent with the Site Plan dated March 23, 2021.

2. Bars and night clubs are prohibited.

3. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage

areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

4. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

5. Prior to submittal of any building permit a cross-access agreement shall be executed with the property directly abutting the site to its east.

C. ENGINEERING

1. An Administrative Site Plan shall be prepared cooperatively with all Pod B developers illustrating coordination of the following issues: shared drainage facilities, cross-access and pedestrian access locations, shared access and drive aisles, adjoining landscape buffers, and consistency of landscape materials.

2. Prior to the issuance of the Site Development Permit for this project:

- a. A Cross Access Agreement shall be completed and recorded between the adjacent Pod B projects that adequately addresses vehicular, pedestrian, and bicycle access as well as drainage infrastructure capacity and connectivity.
- b. The Master Site Development Permit for the 1st Phase of Construction must be approved by the Town.

3. Prior to the issuance of the Site Development Permit and Building Permit for this project, the applicant shall provide itemized cost estimates and surety for the affected portion of Pod B per Town Code Section 100-060.

4. Prior to the commencement of construction of this project the Applicant shall:

- a. Provide the Town Engineer with copies of all permits, permit applications, and requests for additional information to and from the regulatory agencies regarding issues on all permit applications, certification, and approvals for this project including, but not limited to, the South Florida Water Management District, Palm Beach County Water Utilities Department, Florida Department of Transportation, Palm Beach County Fire Rescue, Palm Beach County Health Department, etc.
- b. Schedule a pre-construction meeting with the Town. Inspections related to the Site Development Permit for this project will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order for all work and construction activity related to this project.

5. The applicant shall comply with all Federal EPA and State of Florida Department of Environmental Protection NPDES requirements including, but not limited to, preparation of a stormwater pollution prevention plan and identification of appropriate Best Management Practices, as generally accepted by the Environmental Protection Agency (EPA) and local regulatory agencies, for construction activities, implementation of the approved plans, inspection, and maintenance of controls during construction, including a Notice of Intent prior to the start of construction and a Notice of Termination prior to the certification of the Site Development Permit.

6. The construction, operation, and maintenance of any elements of this project shall not have any negative impacts on the existing drainage of the surrounding areas. If at any time during the project development, it is determined by the Town that any of the surrounding areas are experiencing negative drainage impacts caused by this project, it shall be the applicant's responsibility to resolve said impacts in a period of time and a manner that is acceptable to the Town prior to additional construction activities. The Town may issue a Stop Work Order or cease issuance of any related Building Permits until all drainage concerns are resolved.

7. Prior to the issuance of the Certificate of Completion for the Site Development Permit, the application shall:

- a. Provide copies of the required test results as provided for on the plans and specification and in accordance with FDOT for review by the Town Engineer.
- b. Submit to the Town all required recorded easements and easement modifications.
- c. Provide electronic certified civil design as-built drawings in both PDF and AutoCAD formats for review and approval by the Town Engineer.

8. Prior to issuance of the first Certificate of Occupancy within Pod B, the work associated with the Master Site Development Permit for the 1st Phase of Construction must be completed, certified, and approved by the Town.

9. Prior to the issuance of the Certificate of Occupancy for this project, the ADA pedestrian sidewalk to Southern Boulevard and the vehicular driveway connection and drive aisle to Avocado Avenue must be constructed, certified, and approved by the Town.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. Project landscaping shall comply with the Landscape Plan dated December 14, 2020, to include a landscape buffer berm within the 25-foot buffer on Southern Boulevard shown on the Site Plan dated March 23, 2021. The perimeter buffer berm along the Southern Boulevard frontage shall be constructed to a minimum height of 3 feet above the grade of the internal parking lot. The 3-foot berm shall be topped by a cocoplum hedge. A rendering of the berm and hedge shall be provided prior to any land clearing activity based upon a point of view from Southern Boulevard. The rendering shall clearly note the level of maturity of the plant materials and how long it will take for the installed materials to reach maturity.

3. The remainder of the landscaping shall comply with the Landscape Plan dated December 14, 2020.

4. Preconstruction surveys shall be implemented for the following species: Eastern Indigo Snake; Gopher Tortoise; and Florida Bonneted Bat. Appropriate relocation and protective measures, to be coordinated with the Town, shall be undertaken pending the results of the surveys.

5. A Floodplain Development Application shall be submitted to the Town prior to commencing any land clearing or development activity.

6. The west landscape buffer shall be 8 feet in width.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated March 15, 2021 and the requirements of ULDC Section 50-030 *Outdoor Lighting*, as revised by Ordinance 2019-06.

2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

3. Per ULDC Section 50-030(D) (5) “*Glare*”, open air parking lighting, with the exception of security lighting, shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated March 23, 2021.

G. ARCHITECTURAL

1. Architectural elevations shall comply with Site Plan; Sheet A-301 dated December 15, 2020.

H. SIGNAGE

The initial sign permit submittal shall include a master sign program detailing the location, number, colors and size of proposed signage within the Southern Palms Carwash development. The master sign program shall be used as model for all subsequent signage within the Southern Palms Carwash development.

1. Per Sections 05-040 and 90-070 of the ULDC, permits for all project signs shall be obtained prior to building permit application.

2. An attached building identification signs shall be provided with a maximum sign face of 4 sq. ft.

I. UTILITIES AND SERVICES

1. A Developer’s Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town Council of the Town of Loxahatchee Groves for the provision of central potable water and wastewater service to the project prior to the issuance of the first building permit.

2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and the Town’s contract hauler prior to issuance of the initial certificate of occupancy.

H. ULDC WAIVERS

Per Ordinance 2019-08, the Property Owner has been granted the right to request the following two waivers: (1) Relief from ULDC Section 50-303(D) (5) "*Glare*"; and (2) ULDC Section 95-100(E) "*Wheelstops and curbing*".

**Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Heartland Dental Office Site Plan Application SP-20-2007**

PREPARED BY: Jim Fleischmann

May 4, 2021

SUBJECT: Approval of the proposed Heartland Dental Office Site Plan.

1. BACKGROUND/HISTORY

History: A Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation was assigned to the 90-acre Groves Town Center (GTC) located at the northeast corner of Southern Boulevard and “B” Road by Town Council Ordinance 2013-09 and most recently updated by Ordinance 2019-08. A Site Plan for Pod A of GTC was approved by the Town council (Resolution 2018-83). Site Plan approval for Heartland Dental Office, located within Pod B of GTC is proposed.

Issue Statement: The Applicant has requested approval of proposed Site Plan SP-20-2007 (Heartland Dental Office) including 4,200 sq. ft. of dental office space.

Issue Resolution: ~~The Town Council should consider approval, approval with conditions, or denial of Resolution 2021-19, the subject of which is Site Plan Approval Application SP-20-2007.~~

2. CURRENT ACTIVITY

The Planning and Zoning Board (PZB), recommended approval of the Heartland Dental Office Site Plan Application SP-20-2007 at its April 7, 2021 meeting by a 5 – 0 vote.

Based upon the review of Application SP-20-2007 within the report titled “Staff Summary Heartland Dental Office Site Plan” (May 4, 2021), Staff finds the proposed Heartland Dental Office Site Plan consistent with the Town’s Comprehensive Plan, land development regulations and Rural Vista Guidelines. Further, Staff recommends approval of Resolution 2021-19 subject to the Site Plan dated December 3, 2020 and Conditions of Approval included therein.

3. ATTACHMENTS

1. Resolution 2021-19

4. **RECOMMENDED ACTION:** Approval of Resolution 2021-19, as recommended by PZB and Staff.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION 2021-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE HEARTLAND DENTAL OFFICE SITE PLAN FOR LAND OWNED BY SOLAR SPORTSYSTEMS, INC., CONSISTING OF 1.05 ACRES MORE OR LESS, LOCATED ON THE NORTH SIDE OF SOUTHERN BOULEVARD EAST OF “B” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of April 7, 2021 recommended approval of the Heartland Dental Office Site Plan Approval Application SP-20-2007; and

WHEREAS, the Heartland Dental Office Site Plan Approval Application SP-20-2007 was presented to the Town Council at a quasi-judicial public hearing conducted on May 4, 2021; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

WHEREAS, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

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

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

Section 2. The Town Council has considered the findings in the staff report dated May 4, 2021 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. The Site Plan is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan as presented in Exhibit B hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations, including Section 25-015 "*Permitted uses*" and Article 155 "*Site Plans*". This Site Plan, along with the Conditions of Approval, as adopted and presented in Exhibit C hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town's character.
3. This Site Plan, as presented in Exhibit B hereto, along with Conditions of Approval, as adopted and presented in Exhibit C hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with Conditions of Approval as adopted and presented in Exhibit C hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. This Site Plan, as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands, noise and the natural functioning of the environment.
6. This Site Plan as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Heartland Dental Office Site Plan SP-20-2007 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit C, is attached hereto as Exhibit B and made a part hereof.

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

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 4th day of May 2021.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Town Clerk

Vice Mayor Laura Danowski

Council Member Phillis Maniglia

APPROVED AS TO LEGAL FORM:

Council Member Marg Herzog

Town Attorney

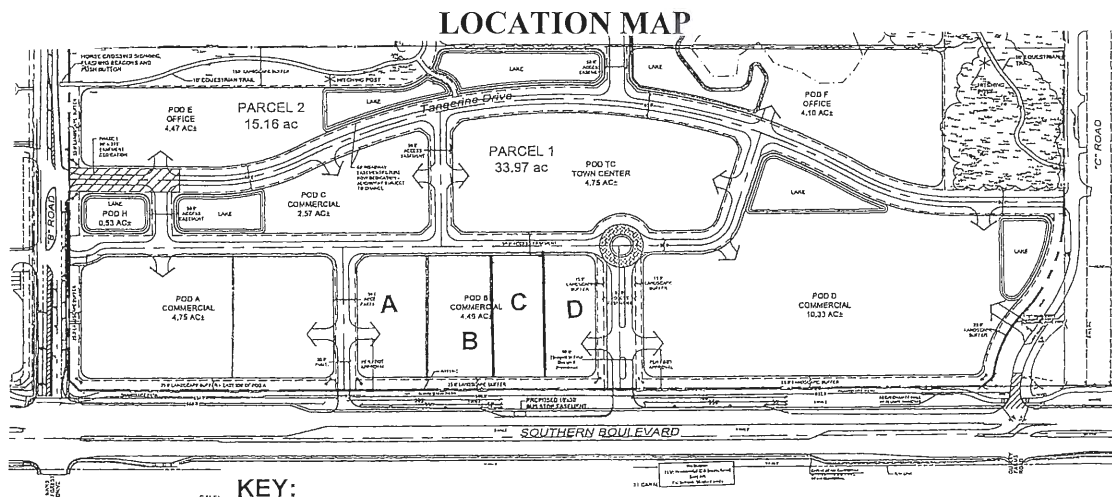
Council Member Marianne Miles

EXHIBIT A**LEGAL DESCRIPTION AND LOCATION MAP**

A PORTION OF POD B AND A PORTION OF TRACT LB4, "GROVES TOWN CENTER PUD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGE 66, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT LB4; THENCE SOUTH $88^{\circ}26'46''$ EAST ALONG THE SOUTH LINE OF SAID TRACT 6B4, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD 542.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH $01^{\circ}33'14''$ EAST 348.33 FEET; THENCE SOUTH $88^{\circ}26'46''$ EAST 106.90 FEET; THENCE SOUTH $43^{\circ}26'46''$ EAST 35.36 FEET; THENCE SOUTH $01^{\circ}33'14''$ WEST 323.33 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE AND NORTH RIGHT-OF-WAY LINE; THENCE NORTH $88^{\circ}26'46''$ WEST ALONG SAID SOUTH LINE AND NORTH RIGHT-OF-WAY LINE 131.90 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH CNTY; FLORIDA; AND CONTAINING 45,631 SQUARE FEET (1.0475 ACRES) MORE OR LESS



A – Southern Palms Car Wash

B – Culver's Restaurant

C - To Be Determined

D – Heartland Dental Office

EXHIBIT B

SOUTHERN PALMS CAR WASH SITE PLAN SP-20-2008

(Refer to the following page)

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EXHIBIT C

Heartland Dental Office Site Plan

Conditions of Approval

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. The Final Conditions of Approval in Town Ordinance 2019-08 are adopted and incorporated herein by reference. Ordinance 2019-08 assigned an amended Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to the site.

3. Development of the site is limited to the uses depicted and stated in Exhibit B, hereto (Heartland Dental Office Site Plan). The Site Plan is dated March 18, 2021. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

(a) Administrative amendments permitted under Section 155-005 of the ULDC;

(b) Amendments required to conform to the Conceptual Master Plan;

(c) Amendments necessary to comply with Site Plan Conditions of Approval; and

(d) Infrastructure and utility improvements which are in accordance with the ULDC.

4 The Town Manager and his designated agents shall review and approve all building permit applications prior to processing by Palm Beach County for consistency with the following: (1) Site Plan and Conditions of Approval; (2) Landscape Plan; (3) Floor Plans, and Elevations; and (4) Photometric Plan

5. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager and Town Engineer shall review and approve all land development plans.

6. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2022. A time extension for this condition shall be acknowledged by the Town of Loxahatchee Groves pursuant to a State of Emergency Order issued by the Governor of Florida upon written notification by the Owner, or approval of a traffic study which complies with the Palm Beach County Mandatory Traffic Performance Standards in place at the time of the request.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 4,200 sq. ft. of dental office use consistent with the Site Plan dated March 18, 2021.

2. Bars and night clubs are prohibited.

3. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

4. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

5. Prior to submittal of any building permit a cross-access agreement shall be executed with the property directly abutting the site to its east.

C. ENGINEERING

1. An Administrative Site Plan shall be prepared cooperatively with all Pod B developers illustrating coordination of the following issues: shared drainage facilities, cross-access and pedestrian access locations, shared access and drive aisles, adjoining landscape buffers, and consistency of landscape materials.

2. Prior to the issuance of the Site Development Permit for this project:

a. A Cross Access Agreement shall be completed and recorded between the adjacent Pod B projects that adequately addresses vehicular, pedestrian, and bicycle access as well as drainage infrastructure capacity and connectivity.

b. The Master Site Development Permit for the 1st Phase of Construction must be approved by the Town.

3. Prior to the issuance of the Site Development Permit and Building Permit for this project, the applicant shall provide itemized cost estimates and surety for the affected portion of Pod B per Town Code Section 100-060.

4. Prior to the commencement of construction of this project the Applicant shall:

a. Provide the Town Engineer with copies of all permits, permit applications, and requests for additional information to and from the regulatory agencies regarding issues on all permit applications, certification, and approvals for this project including, but not limited to, the South Florida Water Management District, Palm Beach County Water Utilities Department, Florida Department of Transportation, Palm Beach County Fire Rescue, Palm Beach County Health Department, etc.

b. Schedule a pre-construction meeting with the Town. Inspections related to the Site Development Permit for this project will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order for all work and construction activity related to this project.

5. The applicant shall comply with all Federal EPA and State of Florida Department of Environmental Protection NPDES requirements including, but not limited to, preparation of a stormwater pollution prevention plan and identification of appropriate Best Management Practices, as generally accepted by the Environmental Protection Agency (EPA) and local regulatory agencies, for construction activities, implementation of the approved plans, inspection, and maintenance of controls during construction, including a Notice of Intent prior to the start of construction and a Notice of Termination prior to the certification of the Site Development Permit.

6. The construction, operation, and maintenance of any elements of this project shall not have any negative impacts on the existing drainage of the surrounding areas. If at any time during the project development, it is determined by the Town that any of the surrounding areas are experiencing negative drainage impacts caused by this project, it shall be the applicant's responsibility to resolve said impacts in a period of time and a manner that is acceptable to the Town prior to additional construction activities. The Town may issue a Stop Work Order or cease issuance of any related Building Permits until all drainage concerns are resolved.

7. Prior to the issuance of the Certificate of Completion for the Site Development Permit, the application shall:

- a. Provide copies of the required test results as provided for on the plans and specification and in accordance with FDOT for review by the Town Engineer.
- b. Submit to the Town all required recorded easements and easement modifications.
- c. Provide electronic certified civil design as-built drawings in both PDF and AutoCAD formats for review and approval by the Town Engineer.

8. Prior to issuance of the first Certificate of Occupancy within Pod B, the work associated with the Master Site Development Permit for the 1st Phase of Construction must be completed, certified, and approved by the Town.

9. Prior to the issuance of the Certificate of Occupancy for this project, the ADA pedestrian sidewalk to Southern Boulevard and the vehicular driveway connection and drive aisle to Avocado Avenue must be constructed, certified, and approved by the Town.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. Project landscaping shall comply with the Landscape Plan dated December 14, 2020, to include a landscape buffer berm within the 25-foot buffer on Southern Boulevard shown on the Site Plan dated March 18, 2021. The perimeter buffer berm along the Southern Boulevard frontage shall be constructed to a minimum height of 3 feet above the grade of the internal parking lot. The 3-foot berm shall be topped by a cocoplum hedge. A rendering of the

berm and hedge shall be provided prior to any land clearing activity based upon a point of view from Southern Boulevard. The rendering shall clearly note the level of maturity of the plant materials and how long it will take for the installed materials to reach maturity.

3. The remainder of the landscaping shall comply with the Landscape Plan dated March 18, 2021.

4. Preconstruction surveys shall be implemented for the following species: Eastern Indigo Snake; Gopher Tortoise; and Florida Bonneted Bat. Appropriate relocation and protective measures, to be coordinated with the Town, shall be undertaken pending the results of the surveys.

5. A Floodplain Development Application shall be submitted to the Town prior to commencing any land clearing or development activity.

6. The west landscape buffer shall be 8 feet in width.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated March 15, 2021 and the requirements of ULDC Section 50-030 *Outdoor Lighting*, as revised by Ordinance 2019-06.

2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

3. Per ULDC Section 50-030(D) (5) "*Glare*", open air parking lighting, with the exception of security lighting, shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated March 18, 2021.

G. ARCHITECTURAL

1. Architectural elevations shall comply with Site Plan; Sheet A-301 dated December 15, 2020.

H. SIGNAGE

The initial sign permit submittal shall include a master sign program detailing the location, number, colors and size of proposed signage within the Southern Palms Carwash development. The master sign program shall be used as model for all subsequent signage within the Southern Palms Carwash development.

1. Per Sections 05-040 and 90-070 of the ULDC, permits for all project signs shall be obtained prior to building permit application.

2. An attached building identification signs shall be provided with a maximum sign face of 4 sq. ft.

I. UTILITIES AND SERVICES

1. A Developer's Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town Council of the Town of Loxahatchee Groves for the provision of central potable water and wastewater service to the project prior to the issuance of the first building permit.

2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and the Town's contract hauler prior to issuance of the initial certificate of occupancy.

H. ULDC WAIVERS

Per Ordinance 2019-08, the Property Owner has been granted the right to request the following two waivers: (1) Relief from ULDC Section 50-303(D) (5) "*Glare*"; and (2) ULDC Section 95-100(E) "*Wheelstops and curbing*".



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 11

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

SUBJECT: Appointment of Town of Loxahatchee Groves' Committees: Finance Audit and Advisory (FAAC), Roads, Equestrian Trails & Greenway Advisory Committee (RETGAC), Unified Land Development Code (ULDC) and Town's Charter Review Committee

Background:

Each year the Town Council appoints members of the community to represent them by serving on advisory committees for the Town. There are four (4) advisory committees for the Town with includes the following: Finance Audit and Advisory (FAAC), Roads, Equestrian Trails & Greenway Advisory Committee (RETGAC), Unified Land Development Code (ULDC) and Town's Charter Review Committee. The committee members serve for a one-year term and shall expire on the first Tuesday of May of the following year.

Recommendation:

Staff recommends that a motion be made to approve the Resolutions adoption of the Town of Loxahatchee Groves' committees.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING ANITA KANE, PETER SAVINO, BRUCE CUNNINGHAM, AND DOUGAL MENELAWS AS VOTING MEMBERS OF THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) TO SERVE TERMS OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council adopted Resolution No. 2020-01, amending Resolution No. 2009-008, the “Finance Advisory and Audit Committee” to review the Town’s Finance Advisory and Audit Committee (FAAC) and advise the Town’s Council as to suggested revisions to the FAAC; and

WHEREAS, the Town Council has adopted several Resolutions amending the initial resolution: and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to further amend Resolution No. 2018-17 to allow for modification of the composition of the Committee, term of appointment and determination of absences, to be in the best interests of the residents of the Town.

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

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

Section 2. The Town Council hereby modifies the Town’s “Finance Advisory and Audit Committee” Resolution as follows:

I. Establishment of the “Finance Advisory and Audit Committee.” There is established the Finance Advisory and Audit Committee to act as an advisory board to the Town Council, as follows:

(A) **Membership.** The Committee shall be comprised of five (5) voting members and two (2) alternates, to be appointed by individual Town Council Members through adoption of a resolution. The members shall serve a term of one year, expiring on the first Tuesday of May of the following year. ~~in Section 3 of this resolution. the first Tuesday of May of the following year.~~

(B) **Qualifications.** Each member of the Unified Land Development Code Review Committee shall be a resident of the Town, except the Town

Council may appoint one member, including alternates, who is a non-resident landowner.

- (C) **Duty.** The Finance Advisory and Audit Committee's duty is to review and provide recommendations on sections of the Town's currently adopted Unified Land Development Code, and pertinent sections of the Town's Comprehensive Plan, as directed by the Town Council, or the Town Manager.
- (D) An attendance requirement shall be imposed on all members of the Finance Advisory and Audit Committee. A member of the Finance Advisory and Audit Committee may be removed by the Town Council if he/she has missed ~~three (3)~~ two (2) consecutive meetings of the Committee, where both absences have been unexcused as determined by the Committee.
- (E) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
- (F) If a regular member of the Finance Advisory and Audit Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Finance Advisory and Audit Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

- (A) The Finance Advisory and Audit Committee shall hold an organizational meeting, ~~within thirty (30) days~~ at the first meeting of the board following the appointment by the Town Council of the members of the Finance Advisory and Audit Committee. The Finance Advisory and Audit Committee shall elect a Chair and Vice Chair at such organizational meeting from its voting membership for a term identified in Section 2 I(A).
- (B) The Finance Advisory and Audit Committee shall meet on a monthly basis, unless there is no business to conduct quarterly, or as needed basis, as determined by the ~~Town Council, or the~~ Town Manager.
- (C) All meetings, records and files of the Finance Advisory and Audit Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Finance Advisory and Audit Committee shall ensure that their actions are in compliance with Chapter 119,

Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Finance Advisory and Audit Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) members in attendance shall constitute a quorum of the Finance Advisory and Audit Committee.

(F) The Town Manager or his\her designee shall act as secretary to the Finance Advisory and Audit Committee, and be responsible for attending all meetings, on as as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Finance Advisory and Audit Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Finance Advisory and Audit Committee shall serve without compensation for the performance of their duties.

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

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Finance Audit and Advisory Committee (FAAC) for a term of (1) year:

Robert Shorr, Mayor

Bruce Cunningham

Laura Danowski, Vice Mayor

Peter Savino

Phillis Maniglia, Council Member
Marianne Miles, Council Member
Margaret Herzog, Council Member

Anita Kane
Vacant
Dougal Menelaws

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

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARINANNE MILES, COUNCIL MEMBER	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-__ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS TO LEGAL FORM:

Phillis Maniglia, Council Member

Marianne Miles, Council Member

Town Attorney

Margaret Herzog, Council Member

RESOLUTION NO. 2021-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING PAUL COLEMAN, BRIAN MCNEIL, MARIANNE MILES, DARCY MURRAY, AND KATIE LAKEMAN AS VOTING MEMBERS OF THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE (RETGAC), TO SERVE TERMS OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2011-005, the Town Council of the Town of Loxahatchee Groves, Florida, created the “Roadway, Equestrian Trails and Greenway Advisory Committee” to advise the Town Council as to issues related to roadways, multi-purpose and equestrian trails, greenways, parks, and related water issues; and

WHEREAS, the Town Council amended Resolution 2011-005 by adopting Resolution 2015-04; and

WHEREAS, the Town Council wishes to further amend the above resolutions to allow for modification of the composition of the Committee, term of appointment and determination of absences, to be in the best interests of the residents of the Town.

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

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

Section 2. Section 2 of Resolution 2015-04 is amended as follows:

I. Creation of the “Roadway, Equestrian Trails and Greenway Advisory Committee.” There is created the Roadway, Equestrian Trails and Greenway Advisory Committee to act as an advisory board to the Town Council, as follows:

- (A) Qualifications. Each member of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be a resident of the Town, except the Town Council may appoint one member, including alternates, who is a non-resident landowner.
- (B) Duties. The Roadway, Equestrian Trails and Greenway Advisory Committee’s duties are to review only those matters directed to it by the Town Council through the Town Manager, or by the Town Manager, which matters may include:
 - 1. Reviewing and analyzing projects relating to roadways, multi-purpose and equestrian trails, greenways, parks, and related water issues;

2. Making recommendations to the Town Council on the enhancement, improvement and development of roadways, multi-purpose and equestrian trails, greenways, parks and related water issues within the Town; and,
3. Any other matter relating to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues the Town Council may determine should be reviewed by the Committee.

(C) The Committee shall be comprised of five (5) voting members to be appointed by individual Town Council Members.

(D) The Town Council may appoint one member of the Town Council to serve as a non-voting liaison to the Roadway, Equestrian Trails and Greenway Advisory Committee. The Town Council liaison shall serve as a conduit to provide information between the Town Council and the Roadway, Equestrian Trails and Greenway Advisory Committee.

(E) The voting members shall serve at the pleasure of the Town Council. The terms of the voting members shall be for a one-year term and shall expire on the first Tuesday of May of the following year.

(F) An attendance requirement shall be imposed on all members of the Roadway, Equestrian Trails and Greenway Advisory Committee. Unless excuse of absence is granted by the Roadway, Equestrian Trails and Greenway Advisory Committee, a member of the Roadway, Equestrian Trails and Greenway Advisory Committee ~~shall~~ may be removed by the Town Council if he/she has missed two (2) consecutive meetings of the Committee where both absences have been unexcused.

(G) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.

(H) If a regular member of the Roadway, Equestrian Trails and Greenway Advisory Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

(A) The Roadway, Equestrian Trails and Greenway Advisory Committee shall hold an organizational meeting at the first scheduled meeting following the appointment of the members of the Roadway, Equestrian Trails and Greenway

Advisory Committee. The purpose of the Roadway, Equestrian Trails and Greenway Advisory Committee organizational meeting is for the members to elect a Chair and Vice Chair from its voting membership for terms of one (1) year.

(B) The Roadway, Equestrian Trails and Greenway Advisory Committee will meet on a monthly basis, unless there is no business to conduct as determined by the Town Manager, to review matters directed to it by the Town Council pursuant to subsection I(B) above. At such meetings, the Roadway, Equestrian Trails and Greenway Advisory Committee shall limit its business to the matters directed to it by the Town Council.

(C) All meetings, records and files of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the “Sunshine Law”). In addition, members of the Roadway, Equestrian Trails and Greenway Advisory Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) voting members in attendance shall constitute a quorum of the Roadway, Equestrian Trails and Greenway Advisory Committee.

(F) The Town Manager or his/her designee shall prepare the agendas, set the dates of meetings, act as secretary to the Roadway, Equestrian Trails and Greenway Advisory Committee, and be responsible for attending all meetings and providing the items necessary for conducting meetings, and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Roadway, Equestrian Trails and Greenway Advisory Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Roadway, Equestrian Trails and Greenway Advisory Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid,

such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC) for a term of one (1) year:

Robert Shorr, Mayor	Vacant
Laura Danowski, Vice Mayor	Darcy Murray
Phillis Maniglia, Council Member	Katie Lakemann
Marianne Miles, Council Member	(Paul Coleman)
Margaret Herzog, Council Member	Brian McNeil

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

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-__ DAY OF MAY 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS T LEGAL FORM:

Phillis Maniglia, Council Member

Town Attorney

Marianne Mile, Council Member

Margaret Herzog, Council Member

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RESOLUTION NO. 2021-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING CASIE SUCHY, LISA TRZEPACZ, TODD MCLENDON, JO SICILIANO AND LAURA CACIOPPO AS REGULAR VOTING MEMBERS OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE (ULDC) ADVISORY COMMITTEE TO SERVE TERMS OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council adopted Resolution No. 2020-03, amending Resolution No. 2016-28 the "Unified Land Development Code Review Committee" to review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, the Town Council adopted Resolution No. 2016-28, reestablishing the "Unified Land Development Code Review Committee" to review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to further amend Resolution No. 2016-28 to allow for modification of the composition of the Committee, term of appointment and determination of absences, is in the best interests of the residents of the Town.

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

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

Section 2. The Town Council hereby modifies the Town's "Unified Land Development Code Review Committee" Resolution as follows:

I. Establishment of the "Unified Land Development Code Review Committee."
There is established the Unified Land Development Code Review Committee to act as an advisory board to the Town Council, as follows:

(A) **Membership.** The Committee shall be comprised of five (5) voting members and, to be appointed by individual Town Council Members through adoption of a resolution. The members shall serve a term of one year, expiring on the first Tuesday of May of the following year.

(B) **Qualifications.** Each member of the Unified Land Development Code Review Committee shall be a resident of the Town, except the Town Council may appoint one member, including alternates, who is a non-resident landowner.

- (C) Duty. The Unified Land Development Code Review Committee's duty is to review and provide recommendations on sections of the Town's currently adopted Unified Land Development Code, and pertinent sections of the Town's Comprehensive Plan, as directed by the Town Council, or the Town Manager.
- (D) An attendance requirement shall be imposed on all members of the Unified Land Development Code Review Committee. A member of the Unified Land Development Code Review Committee may be removed by the Town Council if he/she has missed two (2) consecutive meetings of the Committee, where both absences have been unexcused as determined by the Committee.
- (E) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
- (F) If a regular member of the Unified Land Development Code Review Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Unified Land Development Code Review Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

- (A) The Unified Land Development Code Review Committee shall hold an organizational meeting, at the first meeting of the board following the appointment by the Town Council of the members of the Unified Land Development Code Review Committee. The Unified Land Development Code Review Committee shall elect a Chair and Vice Chair at such organizational meeting from its voting membership for a term identified in Section 2 I(A).
- (B) The Unified Land Development Code Review Committee shall meet on a monthly basis, unless there is no business to conduct as determined by the Town Manager.
- (C) All meetings, records and files of the Unified Land Development Code Review Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Unified Land Development Code Review Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the "Public Records Law") and Chapter 286, Florida Statutes (the "Sunshine Law").

(D) Notice for any meeting of the Unified Land Development Code Review Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) members in attendance shall constitute a quorum of the Unified Land Development Code Review Committee.

(F) The Town Manager or his\her designee shall act as secretary to the Unified Land Development Code Review Committee, and be responsible for attending all meetings, on as as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Unified Land Development Code Review Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Unified Land Development Code Review Committee shall serve without compensation for the performance of their duties.

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

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC) for a term of one (1) year:

Robert Shorr, Mayor

Laura Cacioppo

Laura Danowski, Vice Mayor

Darcy Murray

Phillis Maniglia, Council Member
Marianne Miles, Council Member
Margaret Herzog, Council Member

Jo Siciliano
(Casey Suchy)
Todd McLendon

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

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-___ DAY OF MAY 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS T LEGAL FORM:

Phillis Maniglia, Council Member

Town Attorney

Marianne Mile, Council Member

Margaret Herzog, Council Member

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPOINTING WILLIAM FORD, DEBORAH MARSHALL, TODD MCLENDON, NEIL O'NEIL III, JOHN RYAN, JO SICILIANO, VIRGINIA STANDISH, CASEY SUCHY AND DON WIDING AS VOTING MEMBERS OF THE TOWN OF LOXAHATCHEE GROVES' CHARTER REVIEW COMMITTEE, PROVIDING FOR STAFF SUPPORT FOR THE COMMITTEE, AND PROVIDING AN EFFECTIVE DATE AND A DATE FOR TERMINATION OF ACTIVITIES.

WHEREAS, the Town Council of the Town of Loxahatchee Groves adopted Resolution No. 2019-45, establishing a Charter Review Committee.

WHEREAS, the Town Council of the Town of Loxahatchee Groves deems it advisable that a study and review of the existing town charter be conducted. The committee shall make a study of such portions of the town charter as it determines or as shall be brought to its attention by the Council or the town manager as being ambiguous, unclear or not in the best interests of efficient economical operation of the town and shall make recommendations for revision of or amendments to the charter as may appear necessary to assure the people of Loxahatchee Groves that the charter will be responsive to their interests and for the purpose of determining the advisability of amending any part or all of said charter in accordance with the provisions of controlling legal authority; and

WHEREAS, it is appropriate to create a Charter Review Committee for the purpose of review and study of the existing charter with said Charter Review Committee submitting recommendations to the Town Council.

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

Section 1. A Charter Review Committee is hereby created, consisting of between 9 and 15 total members to be appointed by the Town Council as follows:

- (a) The Town Council may select up to 3 members: and
- (b) The members shall be citizens of the Town.

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Charter Review Committee:

William Ford
Neil O'Neil III
Virginia Standish

Deborah Marshall
John Ryan
Casey Suchy

Todd McLendon
Jo Siciliano
Don Widing

Section 3. The Charter Review Committee shall review and study the existing town charter and possible amendments or revisions thereto and make written recommendations to the Town Council as to suggested amendment or revision of the town charter. The Charter Review Committee shall function as a recommending body to the Town Council.

Section 4. The Town Council, upon receipt of the findings and recommendations of the Charter Review Committee, shall review same and determine whether the existing charter should be amended or revised. The Town Council may cause to be prepared such ordinance or ordinances as it may deem advisable to amend or revise the existing town charter in the manner as provided by law.

Section 5. The town manager may from time-to-time exercise his authority to make expenditures for the Charter Review Committee in the performance of its duties as provided in this Resolution.

Section 6. Upon appointment of members to the Charter Review Committee, the Town Council shall direct staff to establish a time, date, and place for the first meeting of the Committee. At the first meeting of the Committee, the Committee shall select a chairperson and vice chairperson. The vice chairperson shall assume the duties of the chairperson in the absence of the chairperson. Any vacancy created by the incapacity, resignation or otherwise of a board member shall be filled at the next regular or special meeting of the Town Council by the Council member who originally appointed the member.

Section 7. The Charter Review Committee shall hold those public meetings it deems necessary and receive input from the public concerning the advisability of amending the town charter.

Section 8. All meetings of the Charter Review Committee shall be noticed and open to the public. The Committee shall have minutes of each meeting taken. A majority of the Committee shall constitute a quorum.

Section 9. The town manager, town attorney and town clerk are hereby directed to support the Charter Review Committee in its organization and in considering, formulating and

Resolution No. 2021-23

making findings and recommendations.

Section 10. This Resolution shall take effect immediately upon adoption. Upon consideration and acceptance of the findings and recommendations of the Charter Review Committee by the Town Council, the Committee shall be deemed disbanded and the Committee's existence shall terminate.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐
Margaret Herzog, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ____ DAY OF _____, 2021.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

Council Member Marianne Miles

Town Attorney

Council Member Margaret Herzog