

TOWN OF LOXAHATCHEE GROVES

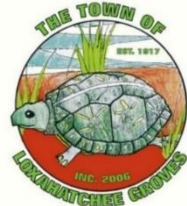
TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

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

AGENDA

JUNE 7, 2022 – 6:30 - 9:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 5)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Approval of Meeting Minutes.
 - a. February 1, 2022, Town Council Community Resident Workshop Meeting
2. Approval of **Resolution No. 2022-23** authorizing the purchase and financing of grader.
3. Approval of **Resolution No. 2022-24** authorizing the extending/amending of the Town's emergency Line of Credit with Bank United not to exceed \$500,000 through June 7, 2025.
4. Approval of **Resolution No. 2022-25** authorizing the expenditures with CGP Agency, LLC in the Town's best interest as follows: ratifying total purchases and payments for CGP Agency, LLC in the amount of \$55,000 and establishing work authorization/task order process for additional work not to exceed \$ _____ in total through September 30, 2022.

DISCUSSION & ACTION

5. Approval of **Resolution No. 2022-26** appointing Francine Ramaglia as Acting Town Manager until Town Manager has been appointed by Town Council.
6. Discussion of Easement (Multi-Use Trail/Roadway Drainage & Utility) Protocols.
7. Discussion of Recreational Vehicles Application Pursuant to Ordinance No. 2020-07.
8. Discussion of Town Manager Recruitment Candidate Selection for Interview.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Assistant Town Manager

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Marge Herzog (Seat 5)

Phillis Maniglia (Seat 1)

Marianne Miles (Seat 3)

Laura Danowski (Seat 2)

Mayor Robert Shorr (Seat 4)

ADJOURNMENT

Comment Cards:

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

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

DATE: April 5, 2022

VIA: James Titcomb, Town Manager

SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY RESIDENT WORKSHOP
FEBRUARY 1, 2022**

Meeting audio available in Town Clerk's Office

Due to technical difficulties recording starts at 6:26 p.m.

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:02 p.m.

COMMENTS FROM THE PUBLIC

There were public comments from Ken Johnson, Katie Lakeman, and Virginia Standish.

Mr. Johnson made the following comments:

- Southern Blvd. & B Road
- Handed out a handwritten drawing

There was discussion among the Town Council and Mr. Johnson.

Mr. McLendon made the comments:

- Followed up on Mr. Johnson's comment regarding the Southern Blvd.
- Approval of F Road from Collecting Canal to Okeechobee Blvd.- Town Manager Titcomb responded to Mr. McLendon - Town Manager Titcomb responded to Mr. McLendon's concerns.

Ms. Katie Lakeman made the following comments:

- Status of trails
- Culvert Bridge-where can garbage be taken- Town Manager Titcomb responded that she should call Town Hall to make sure where to place the garbage.
- Signs that will state "No Thru Road"

There was discussion among Town Council and Ms. Lakeman.

Councilmember Maniglia asked Public Director Peters about the asphalt or some type of company that has parked their equipment on Collecting Canal and C Road. Mr. Peters responded that it is Florida Power and Light.

Ms. Virginia Standish made the following comments:

- Create Ordinance regarding egress/ingress of private driveways-how will this be enforced. There was discussion among Town Council and Ms. Standish.
- E & F Roads- are dedicated horse trails
- Unlicensed contractors doing private driveways- There was discussion among Town Council and Ms. Standish.

ADJOURNMENT

There being no further business the workshop was adjourned at 6:55 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves
FROM: James Titcomb, Town Manager
VIA: Francine Ramaglia, Assistant Town Manager
DATE: June 7, 2022
SUBJECT: Resolution No. 2022-23 Authorizing Purchase and Financing of Grader

Background:

In anticipation of the current grader lease expiration on January 22, 2022, the Public Works Director obtained lease quotes from three equipment companies: Dobbs, Case, and Kelly Tractor. Dobbs provided the most advantageous pricing and offered to continue the current lease until the new grader is ready as it requires time to fabricate a new grader.

Attached are the purchase and financing documents for a three-year lease for a new grader.

Recommendations:

Move to approve **Resolution No. 2022-23** Authorizing Purchase and Financing of Grader with annual payments.

RESOLUTION NO. 2022-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF HEAVY EQUIPMENT THROUGH COOPERATIVE PURCHASE WITH THE FLORIDA SHERIFF'S OFFICE CONTRACT FSA 20-EQ18.0 HEAVY EQUIPMENT; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING A SECOND AMENDMENT TO MASTER LEASE AGREEMENT WITH DEERE CREDIT, INC.; AUTHORIZING THE FINANCING OF THE PURCHASE FOR A TERM NOT TO EXCEED 36 MONTHS; AUTHORIZING THE TOWN MANAGER AND 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 TO ENDORSE REMITTANCES FOR INSURANCE AND EQUIPMENT SALE OR LEASE PROCEEDS; 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 2-134(6) of the Town's Purchasing Code provides an exemption from competitive bidding or proposals when the Town is purchasing goods and services from cooperative purchasing plans; and

WHEREAS, the Florida Sheriff's Association (FSA) in association with the Florida Association of Counties offers statewide cooperative purchasing contracts on a variety of vehicles, equipment, and services; and

WHEREAS, the Town is in need of a grader; and

WHEREAS, John Deere has a 620G mid mount scarifier motor grader available through the FSA 20-EQ18.0 Heavy Equipment cooperative purchasing contract; and

WHEREAS, Section 2-134(6) of the Town's Purchasing Code permits the Town to purchase from the FSA 20-EQ18.0 Heavy Equipment cooperative purchasing contract without competitive bidding or proposals; and

WHEREAS, the FSA 20-EQ18.0 Heavy Equipment cooperative purchasing contract provides for purchase through the program by issuance of a purchase order for the desired goods and services; and

WHEREAS, the Town Council finds purchase of the 620G mid mount scarifier motor grader from John Deere through the FSA 20-EQ18.0 Heavy Equipment cooperative purchasing contract serves a public purpose and is consistent with the Town's Purchasing Code; and

WHEREAS, John Deere works directly with Deere Credit, Inc. to provide financing to its customers to utilize a lease-purchase option; and

WHEREAS, Section 2-133 of the Town's Purchasing Code permits the Town to enter into agreements for goods and services without utilizing a sealed competitive method or obtaining written quotes where Town Council declares by at least a four-fifths affirmative vote that the sealed competitive method or obtaining written quotes is not in the best interest of the Town; and

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

WHEREAS, the Town Manager recommends that the Town Council authorize financing purchase of the Equipment through John Deere Financial in the amount of \$238,690.00 for a term not to exceed thirty-six (36) months, as described in Exhibit "A", attached hereto; and

WHEREAS, the Town and Deere Credit, Inc. previously entered into a Master Lease Agreement and First Amendment thereto and desire to further amend the Master Lease Agreement to comply with changes in Florida law; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Second Amendment to Master Lease Agreement with Deere Credit, Inc., attached hereto as Exhibit “B”, and to enter finance the purchase of the 620G mid mount scarifier motor grader through Deere Credit, Inc. as described in Exhibit “A”, attached hereto, and as set forth herein.

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 purchase the 620G mid mount scarifier motor grader from John Deere, as described in Exhibit “A”, attached hereto, through the FSA 20-EQ18.0 Heavy Equipment cooperative purchasing contract by issuance of a purchase order under the terms of that cooperative purchasing contract. The Town Manager is authorized to execute any and all documents to implement the purchase, in forms acceptable to the Town Manager and Town Attorney.

Section 3. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to enter into the Second Amendment to Master Lease Agreement, attached hereto as Exhibit “B” and to finance the purchase of the 620G mid mount scarifier motor grader for a term not to exceed thirty-six (36) months through Deere Credit, Inc., as described in Exhibit “A”,

attached hereto. The mayor is authorized to execute any and all documents to implement the financing, in forms acceptable to the Town Manager and Town Attorney.

Section 4. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town Manager to endorse remittances for insurance and equipment sale or lease proceeds related to the lease-purchase authorized by this Resolution.

Section 5. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 6. 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, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Office of the Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

Exhibit “A”
Description of Equipment (Quote)

Exhibit “B”
Second Amendment to Master Lease Agreement

DOBBS

E Q U I P M E N T

A John Deere Dealer

**FLORIDA SHERIFFS ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
2021-2022 Contract for Vehicles and Equipment
Contract Number FSA20-EQU18.0
Spec #206 Motor Grader
John Deere 620G Mid Mount Scarifier**

May 10, 2022

Quote for: Town of Loxahatchee Groves

Base Unit: One (1) John Deere 620G Motor Grader \$198,644.00
JD Link Ultimate GPS (monitoring included)
Rear Hitch and Pin
Rear windshield Wiper/Rear View Camera
SMV Emblem/Fire Extinguisher

Stated Options From Contract:

7610	Hydraulic Reversing Fan	570.00
2060	14' Moldboard	1,155.00
6715	Add front Push block 2,000 lbs.	2,091.00
8310	Lower Front Window wipers and washers	497.00
8410	AM/FM/WB Radio	729.00
9299	Left hand beacon light with fold down bracket	505.00
6730/6525	Add Mid-Mount Scarifier	13,346.00
4616	17.5x25 L-2 Radial tires on 1 piece rims	9,183.00

Total Price FOB Town of Loxahatchee Groves \$226,720.00
ADD Warranty 36 Month/5,000 Comprehensive \$11,970.00

Total: \$238,690.00

Lease Options through John Deere Financial:

1,500 hours per year usage:

35 Months @ \$4,321.40/month with \$123,707 Stated Purchase Option or walk away
3 Annual Payments @ \$49,020.58/year with \$123,707 Stated Purchase Option or walk away

Greg Dudek Governmental Sales Manager
3933 Martin Luther King Jr Blvd West Palm Beach, FL 33404
Cell Phone (239)-470-0822 Fax (561)-848-7099



JOHN DEERE FINANCIAL

SECOND AMENDMENT TO MASTER LEASE AGREEMENT

This Second Amendment to Master Lease Agreement (this "Amendment") amends and supplements that certain Master Lease Agreement No. 070226 dated as of the 22nd day of April 2019, as amended by Amendment to Master Lease Agreement of the same date (collectively, the "Master Agreement") by and between **Deere Credit, Inc.** ("Lessor", "we", "us" or "our") and **Town of Loxahatchee Groves** ("Lessee", "you" or "your").

RECITALS

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of the Master Agreement to further clarify certain provisions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Lease.
2. Section 1 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"1. **Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER;** provided that Section 287.135(3)(b), Florida Statutes, requires that this Agreement provide the right of the Town Council, at the option, to terminate this Agreement if the Lessor is found to have been placed on the scrutinized companies that boycott Israel List, or is engaged in a boycott of Israel and provided that Section 448.095(2)(c), Florida Statutes, requires that the Lessee terminate this Agreement upon good faith belief that Lessor has knowingly violated Section 448.09(1), Florida Statutes. Lessee shall make payments and be subject to late fees pursuant to the Local Government Prompt Payment Act, set forth in Chapter 218, Part VII, Florida Statutes. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than \$25.00, we may retain such excess."

3. Section 4 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

AMENDMENT TO MASTER LEASE AGREEMENT
Town of Loxahatchee Groves

4. Security Interest; Missing Information. We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and equipment descriptions; and (b) submit notices and proofs of loss for any required insurance.

4. Section 18 of the Master Agreement is hereby added to read as follows:
 18. Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the Lessor acknowledges that this Lease Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Lessor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

5. Section 19 of the Master Agreement is hereby added to read as follows:
 19. **Public Records.** Lessor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if a court determines that Lessor is providing services and acting on behalf of the Lessee as provided under Section 119.011(2), Florida Statutes, specifically agrees to:
 - A. Keep and maintain public records required by the Lessee to perform the service.
 - B. Upon request from the Lessee's custodian of public records or designee, provide the Lessee 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 Lease Agreement and following completion of this Lease Agreement if the Lessor does not transfer the records to the Lessee.
 - D. Upon completion of this Lease Agreement, transfer, at no cost, to the Lessee all public records in possession of the Lessor or keep and maintain public records required by the Lessee to perform the service. If the Lessor transfers all public records to the Lessee upon completion of this Lease Agreement, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessor keeps and maintains public records upon completion of this Lease Agreement, the Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's custodian of public records or designee, in a format that is compatible with the information technology systems of the Lessee.

**IF THE LESSOR HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE LESSOR'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE AGREEMENT, 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. Section 20 of the Master Agreement is hereby added to read as follows:

20. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, Lessor shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Lease Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Lease Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Lease Agreement and provide the same to Lessee upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Lease Agreement; and
- F. Be aware that if Lessee terminates this Lease Agreement under Section 448.095(2)(e), Florida Statutes, Lessor may not be awarded a contract for at least one (1) year after the date on which this Lease Agreement is terminated and will be liable for any additional costs incurred by Lessee as a result of termination of this Lease Agreement.

7. The Hourly Charges section of the Lease Schedule is hereby deleted in its entirety and replaced with the following:

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 45 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us.

8. Section 7, **Invoices for Excess Wear and Tear**, of the Equipment Return Provisions is hereby deleted in its entirety and replaced with the following:

AMENDMENT TO MASTER LEASE AGREEMENT
Town of Loxahatchee Groves

Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within forty-five (45) days of demand shall constitute a default by you under the terms of the Lease.

9. The following language in the Physical Damage / Liability Insurance form:

"The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee."

is hereby deleted and replaced with:

"The undersigned agrees and understands that, the Lessee must at all times carry insurance coverage pursuant to the provisions of Section 6 of the Master Lease Agreement."

10. Except as expressly amended by this Second Amendment, the terms and conditions of the Master Agreement shall remain in full force and effect. This Second Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Second Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto. This Second Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Florida."

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ____ day of _____ 2022.

DEERE CREDIT, INC.

TOWN OF LOXAHATCHEE GROVES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



JOHN DEERE FINANCIAL

Master Lease Agreement

Agreement No. 0070226

Lessee:	TOWN OF LOXAHATCHEE GROVES 155 F RD., LOXAHATCHEE GROVES, FL 33470-4949
Lessor:	DEERE CREDIT, INC. 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

TERMS AND CONDITIONS

- Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than \$25.00, we may retain such excess.
- Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of Certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.
Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 9; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns

15. **Governing Law; Jurisdiction; Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

16. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute

one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

Agreement No. 0070226

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

17. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

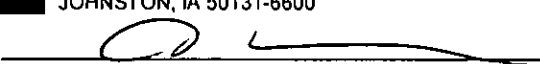
THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORT IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE TOWN OF LOXAHATCHEE GROVES
155 F RD
LOXAHATCHEE GROVES, FL 33470-4949

By: 
JAMES TITCOMB, TOWN
MANAGER

Date: 3/28/19

LESSOR DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: 

Date: 4/22/19



**JOHN DEERE
FINANCIAL**

AMENDMENT TO MASTER LEASE AGREEMENT

This Amendment to Master Lease Agreement (this "Amendment") amends and supplements that certain Master Lease Agreement No. 0070226 dated as of the 28 day of February 2019 (the "Master Agreement") by and between **Deere Credit, Inc.** ("Lessor", "we", "us" or "our") and **Town of Loxahatchee Groves** ("Lessee", "you" or "your").

RECITALS

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of the Master Agreement to further clarify certain provisions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Lease.
2. Section 1 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"1. **Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER;** provided that Section 287.135(3)(b), Florida Statutes, requires that this Agreement provide the right of the Town Council, at the option, to terminate this Agreement if the Lessor is found to have been placed on the scrutinized companies that boycott Israel List, or is engaged in a boycott of Israel. Lessee shall make payments and be subject to late fees pursuant to the Local Government Prompt Payment Act, set forth in Chapter 218, Part VII, Florida Statutes. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than \$25.00, we may retain such excess."

3. Section 3 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"3. **Taxes.** Although you may be exempt from the payment of Certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or

105-50-53-538-54440

AMENDMENT TO MASTER LEASE AGREEMENT
Town of Loxahatchee Groves

its use for which you are not exempt, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes") for which you are not exempt. Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you."

4. Section 5 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"5. Equipment Maintenance, Operation and Use. You agree to (a) **USE THE EQUIPMENT ONLY FOR AGRICULTURAL, GOVERNMENTAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES;** (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees."

5. Section 13 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"13. Indemnity. You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent not inconsistent with, and subject to the limitations of Lessee's state sovereign immunity limitations, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term."

6. Section 15 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"15. Governing Law; Jurisdiction; Venue. EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OFFLORIDA , WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and

AMENDMENT TO MASTER LEASE AGREEMENT
Town of Loxahatchee Groves

venue of federal and state courts located in Palm Beach County, Florida and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL."**

7. Section 12 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"12. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignees any claims, offsets or defenses which you may have against us provided however you shall retain the right to assert such claims, offsets or defenses against us."

8. Section 16 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"16. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within the time period of applicable statutes of limitation All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us."

9. Except as expressly amended by this Amendment, the terms and conditions of the Master Agreement shall remain in full force and effect. This Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida."

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ____ day of _____ 2019.

AMENDMENT TO MASTER LEASE AGREEMENT
Town of Loxahatchee Groves

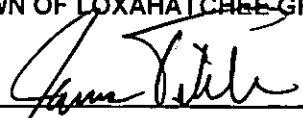
DEERE CREDIT, INC.

By: 

Name: Auditor

Title: Jared Scorsen

TOWN OF LOXAHATCHEE GROVES

By: 

Name: JAMES TITCOMB

Title: TOWN MANAGER



JOHN DEERE
FINANCIAL

Lease Schedule

Lease Schedule No.	030-0070226-001
Master Lease Agreement No.	0070226

Lessee: (Name & Address)	TOWN OF LOXAHATCHEE GROVES 155 F RD, , LOXAHATCHEE GROVES, FL 33470-4949					
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600					
LEASE TERM						
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
06/01/2022	05/01/2025	3	\$46,767.52	\$0.00	\$46,767.52	SEE DELIVERY & ACKNOWLEDGMENT
*If part of the regular scheduled lease payment						
RENEWAL TERM						
Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price
PAYMENT TERMS						
Due Date	1st Payment Due Date	Discount Rate		Advance Lease Payment**		\$SEE ADV PAYMT INVOICE
01	SEE DELIVERY & ACKNOWLEDGMENT	Internal Rate of Return minus 2 percent (2%)		Origination Fee		\$SEE ADV PAYMT INVOICE
Billing Period	Irregular Payments			Security Deposit		\$SEE ADV PAYMT INVOICE
☐ Monthly ☐ Quarterly ☐ Semi-Annual ☒ Annual ☐ Irregular				Total Due At Signing		\$SEE ADV PAYMT INVOICE
				**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)		

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

[illegible]



JOHN DEERE
FINANCIAL

Equipment Return Provisions

Lease Schedule No.	030-0070226-001
Master Lease Agreement No.	0070226

Lessee: (Name & Address)	TOWN OF LOXAHATCHEE GROVES 155 F RD, , LOXAHATCHEE GROVES, FL 33470-4949
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and TOWN OF LOXAHATCHEE GROVES, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- Computer systems or safety and emission control equipment not in proper working order.
- Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- Any air filters not within manufacturer's specifications.
- Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- Any lubricant, water or A/C seal leaks.

2. Exterior.

- Dents larger than 2 inches in diameter.
- Excessive number of dents or scratches.
- Any scratch 8" or longer that reaches the metal skin.
- Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- All frame damage and substandard frame repairs.
- Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- Unclean condition of operator environment.
- Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.

- All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- The Equipment must be cleaned prior to its return.
- The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

6. Hour Meter.

For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear.

Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	TOWN OF LOXAHATCHEE GROVES 155 F RD LOXAHATCHEE GROVES, FL 33470-4949
By: 	_____
	JAMES TITCOMB, TOWN MANAGER
Date: 	_____

LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Date: _____	



JOHN DEERE
FINANCIAL

Delivery and Acknowledgment

Lease Schedule No.	030-0070226-001
Master Lease Agreement No.	0070226

Lessee: (Name & Address)	TOWN OF LOXAHATCHEE GROVES 155 F RD, , LOXAHATCHEE GROVES, FL 33470-4949
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (a) you are not in default; and (b) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO THE CONDITION OR VALUE. The Purchase Option for the Equipment listed in this Lease Agreement is \$123,707.54 per Equipment Listed.

You hereby agree that the 1st Payment Due Date under the above referenced Lease Agreement shall be

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	TOWN OF LOXAHATCHEE GROVES 155 F RD LOXAHATCHEE GROVES, FL 33470-4949	LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	_____
Date: 	_____	Date: _____	_____
JAMES TITCOMB, TOWN MANAGER			



JOHN DEERE
FINANCIAL

Property Tax Acknowledgment

Lease Schedule No.	030-0070226-001
Master Lease Agreement No.	0070226

Lessee: (Name & Address)	TOWN OF LOXAHATCHEE GROVES 155 F RD, , LOXAHATCHEE GROVES, FL 33470-4949
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

155 F RD Street Address	☐ Check here if OUTSIDE city limits
LOXAHATCHEE GROVES City	FL State
	33470-4949 Zip
	PALM BEACH County

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

Street Address	☐ Check here if OUTSIDE city limits
City	State
	Zip
	County

☐ Check here if Sales/Use Tax Exempt

☐ Check here if Property Tax Exempt

Equipment Usage:

Percentage of Time:

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE	TOWN OF LOXAHATCHEE GROVES 155 F RD LOXAHATCHEE GROVES, FL 33470-4949
By:	JAMES TITCOMB, TOWN MANAGER
Date:	



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	030-0070226-001
Master Lease Agreement No.	0070226

Lessee: (Name & Address)	TOWN OF LOXAHATCHEE GROVES 155 F RD, , LOXAHATCHEE GROVES, FL 33470-4949
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	TOWN OF LOXAHATCHEE GROVES 155 F RD LOXAHATCHEE GROVES, FL 33470-4949	
By:	 JAMES TITCOMB, TOWN MANAGER	
Date:		

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? ☐ Yes ☐ Will Be Added	Verified By:



JOHN DEERE
FINANCIAL

Advance Lease Payment Invoice

Due Date:	06/01/2022
Total Due:	\$46,767.52

Billing Address:	Updated Billing Information:
TOWN OF LOXAHATCHEE GROVES 155 F RD LOXAHATCHEE GROVES, FL 33470-4949	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number			0070226					
App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
248159	JD	620G	111111111111	06/01/2022	\$46,767.52	\$0.00	\$0.00	\$46,767.52

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select “lease” prompt Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

Automatic Payment Enrollment



- ☐ I accept Autopay enrollment at this time.
☐ I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

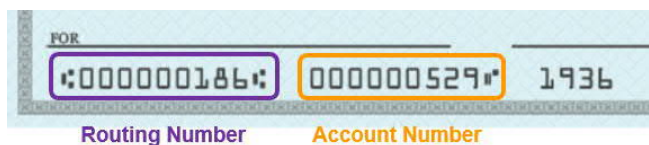
Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): _____

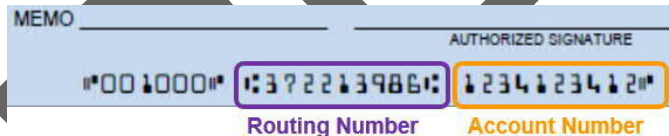
Bank Account Number: _____

Examples: (a voided check is not required)

Personal Check



Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
13601552	TOWN OF LOXAHATCHEE GROVES,		

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my bank account.

I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.

Bank Account Owner Signature

Date

Bank Account Owner Phone Number

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser

Name: TOWN OF LOXAHATCHEE GROVES

Address: 155 F RD LOXAHATCHEE GROVES, FL 33470

ID Number (If Applicable): _____

Exemption Number (if applicable): _____

Description of Item Being Purchased

Quantity	Year	Make	Model	Equipment Description
1	2022	JOHN DEERE	620G	MOTOR GRADER

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

Version 2 updated March 27 2018



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Mayor and Councilmembers
FROM: James Titcomb, Town Manager
VIA: Francine Ramaglia, Assistant Town Manager
DATE: June 7, 2022
SUBJECT: Resolution 2020-23 Authorizing Staff recommends Council adopt Resolution 2022-23 Extending/Amending the Town's Emergency Line of Credit with Bank United Not to Exceed \$500,000 through June 7, 2025

Background:

This item is pursuant to Council's May 3, 2022, authorization to execute an extension and amendment to the Town's "Emergency Fund Line of Credit" from our primary authorized banking institution partner, Bank United, to June 7, 2025. The line of credit provides access to unbudgeted resources should the Town need to leverage funds under certain emergency declarations associated with the annual Hurricane Season, or for other applicable expenditures. The accompanying enabling Resolution 2022-23 formalizes approval of the Line of Credit and all necessary related documentation. Both our Town Attorney and Bond Counsel have reviewed all documents and advised adopting Resolution 2022-23 although there may be minor edits to the accompanying documents.

Recommendations:

Staff recommends Council adopt Resolution 2022-23 Extending and Amending the Town's Emergency Line of Credit with Bank United Not To Exceed \$500,000 maturing on June 7, 2025.

RESOLUTION NO. 2022-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDIA, AUTHORIZING THE ISSUANCE OF AN EXTENSION TO ITS EMERGENCY LINE OF CREDIT REVOLVING NOTE, SERIES 2020; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT WITH BANKUNITED, N.A.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida (the “Town”) previously entered into an Emergency Revolving Line of Credit Agreement (the “Agreement”) with BankUnited, N.A. (the “Bank”), providing for the issuance of a not to exceed \$500,000 Emergency Revolving Line of Credit Note (the “Note”); and

WHEREAS, the Town has requested that the Bank agree to amending the Agreement to provide for an extension of the maturity of the Note from December 10, 2021, to June 7, 2025; and

WHEREAS, the Bank has agreed to such request.

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

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

Section 2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Town of Loxahatchee Groves, Florida, and other applicable provisions of law.

Section 3. Authorization of Agreement Extending and Amending Line of Credit Agreement and First Amendment to Note. Subject and pursuant to the provisions of this Resolution, the Town is hereby authorized to enter into the Agreement Extending and Amending Line of Credit Agreement (the “Extension Agreement”) in substantially the form attached hereto as Exhibit “A,” and the First Amendment to Note is hereby authorized to be issued as provided in the Extension Agreement.

Section 4. Renewals; Extensions. The maturity date of the Note may be further extended, and/or the Note may be renewed, as provided in the Extension Agreement.

Section 5. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note without the written consent of the Bank.

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

Section 7. Severability. If any clause, section other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 9. Authorizations. The Mayor, the Town Clerk, and such other officials and employees of the Town as may be designated by the Mayor are each designated as agents of the Town in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute the Extension Agreement and all other instruments, documents, and contracts on behalf of the Town that are necessary or desirable in connection with the execution and delivery of the First Amendment to Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 10. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

	<u>Ave</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	___	___	___
Laura Danowski, VICE MAYOR	___	___	___
Marge Herzog, COUNCIL MEMBER	___	___	___
Phillis Maniglia, COUNCIL MEMBER	___	___	___
Marianne Miles, COUNCIL MEMBER	___	___	___

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA THIS 7TH DAY OF JUNE 2022.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member

EXHIBIT “A”

FORM OF AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT

AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT

This Agreement made and entered into as of June 7, 2022, by and between the Town of Loxahatchee Groves, a Florida municipal corporation (the “Town”) and BankUnited, N.A., a national banking association (the “Bank”), extending and amending that certain Emergency Revolving Line of Credit Agreement between the Town and the Bank dated December 10, 2020 (the “Line of Credit Agreement”).

WHEREAS, the Bank and the Town previously entered into the Line of Credit Agreement, pursuant to which the Town issued its not to exceed \$500,000 Emergency Revolving Line of Credit Note, Series 2020 (the “Note”) for the purpose of establishing an emergency line of credit; and

WHEREAS, Section 14 of the Line of Credit Agreement provides that the Bank may extend the Line of Credit Agreement for a period not to exceed 364 days, by written request of the Town delivered to the Bank not less than ninety (90) days prior to the Maturity Date of December 10, 2021; and

WHEREAS, the Town failed to so notify the Bank, but has now requested that the Bank extend the Line of Credit Agreement for an additional three years, to June 7, 2025, and the Bank has agreed to such request; and

WHEREAS, in connection therewith, in order to evidence said extension, Town shall execute a First Amendment to Note (the “First Amendment to Note”) in the form attached as Exhibit “A” hereto; and

WHEREAS, the Town and the Bank further desire to amend the Line of Credit Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. EXTENSION OF LINE OF CREDIT AGREEMENT. The current Maturity Date of the Note is hereby extended to June 7, 2025.

SECTION 2. AMENDMENTS TO LINE OF CREDIT AGREEMENT.

A. Section 14 of the Line of Credit Agreement is hereby amended in its entirety to read as follows:

SECTION 14. EXTENSION OF MATURITY DATE. Not later than ninety (90) days prior to the then Maturity Date of the Note, the Town may by written notice to the Bank request that the Bank extend the then Maturity Date of the

Note. The extension, if granted, shall extend the Maturity Date of the Note by such period of time as agreed to by the Bank, not to exceed three (3) years. Failure of the Bank to provide a written response to the Town within thirty (30) days after receipt of such request shall be deemed a rejection by the Bank of such request. If the Bank agrees to extend the then Maturity Date, the Town shall, except as otherwise agreed to in writing by the Bank, be deemed to have made the representations and warranties contained herein on and as of the date on which the new note is issued.

The Bank's decision of whether to agree to extend the then Maturity Date of the Note shall be in the Bank's sole discretion, shall be subject to such additional terms and conditions as the Bank may impose. Any extension of the then Maturity Date to a date later than June 7, 2025, shall be subject to payment by the Town of a \$2,000 renewal fee, plus payment of any legal fees incurred by the Bank in connection with the extension.

B. Section 15 of the Line of Credit Agreement is hereby amended in its entirety to read as follows:

SECTION 15. FEES. The Town agrees to pay to the Bank, on each anniversary of the date of the First Amendment to Note, in arrears, a fee equal to ten basis points (0.10%) on the average unused amount of the Note, based on the average daily amount of the Note which is undisbursed and uncanceled since the later of the date of issuance of the First Amendment to Note or the prior anniversary thereof.

SECTION 3. APPROVAL OF FIRST AMENDMENT TO NOTE. The Town approves and authorizes the execution of the First Amendment to Note in the form attached hereto as Exhibit "A." The First Amendment to Note shall modify the Note consistent with the changes to the Line of Credit Agreement made by this Agreement, effective as of the dated date hereof. The First Amendment to Note shall be executed in same manner as provided in Section 4 of the Line of Credit Agreement for the execution of the Note, and shall be affixed to the Note. Future amendments to the Note, if approved, shall be in substantially the same form.

SECTION 4. PAYMENT OF FEES. The Bank acknowledges that the Town has paid the Bank a fee of \$2,000 in consideration for extending the Maturity Date of the Note. Said fee is in lieu of and not in addition to the \$1,000 renewal fee provided for in the Line of Credit Agreement. In addition, the Town shall pay the fees of Greenspoon Marder LLP, counsel to the Bank, in an amount not to exceed \$3,000.

SECTION 5. RECEIPT OF AUDITED FINANCIAL STATEMENTS. The Town agrees to provide the Bank with its audited financial statements for its fiscal year ended September 30, 2021 within ninety (90) days of the date of the First Amendment to Note. Notwithstanding anything in the Line of Credit Agreement to the contrary, no draws shall be permitted until the Town provides the

Bank with such audited financial statements and the Bank determines said audited financial statements to be satisfactory.

SECTION 6. AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. The Line of Credit Agreement shall remain in full force and effect, as extended and amended hereby.

SECTION 7. EFFECTIVE DATE. This Agreement Extending and Amending Line of Credit Agreement shall take effect immediately upon its execution by the parties hereto.

Entered into this 7th day of June, 2022.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Robert Shorr, Mayor

ATTEST:

Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Elizabeth Lenihan, Esq., Town Attorney

BANKUNITED, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT A

FORM OF FIRST AMENDMENT TO NOTE

REGISTERED
No. R- 1

REGISTERED
Not to exceed
\$500,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF LOXAHATCHEE GROVES
EMERGENCY REVOLVING LINE OF CREDIT NOTE, SERIES 2020

The Emergency Revolving Line of Credit Note, dated December 10, 2020 (the "Note") issued by the Town of Loxahatchee Groves, Florida (the "Town") and held by BankUnited, N.A. (the "Bank"), is modified to extend the Maturity Date from December 10, 2021 to June 7, 2025.

IN WITNESS WHEREOF, the Town of Loxahatchee Groves, Florida has issued this First Amendment to Note and has caused the same to be executed by the manual signature of the Mayor and attested by the manual signature of the Town Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 7th day of June, 2022.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

(SEAL)

Mayor

ATTEST:

Town Clerk

Consented to this 7th day of June, 2022

BANKUNITED, N.A.

By:_____

Name: _____

Title: _____

FIRST AMENDMENT TO NOTE

REGISTERED
No. R- 1

REGISTERED
Not to exceed
\$500,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF LOXAHATCHEE GROVES
EMERGENCY REVOLVING LINE OF CREDIT NOTE, SERIES 2020

The Emergency Revolving Line of Credit Note, dated December 10, 2020 (the “Note”) issued by the Town of Loxahatchee Groves, Florida (the “Town”) and held by BankUnited, N.A. (the “Bank”), is modified to extend the Maturity Date from December 10, 2021 to June 7, 2025.

IN WITNESS WHEREOF, the Town of Loxahatchee Groves, Florida has issued this First Amendment to Note and has caused the same to be executed by the manual signature of the Mayor and attested by the manual signature of the Town Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 7th day of June, 2022.

(SEAL)

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Mayor

ATTEST:

Town Clerk

Consented to this 7th day of June, 2022

BANKUNITED, N.A.

By: _____

Name: _____

Title: _____



April 22, 2022

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

Dear Francine:

BankUnited N.A.(the “Bank”) is pleased to provide you with this discussion draft outlining the basic terms and conditions currently being contemplated for the proposed extension of credit to the below noted Borrower(s). This is not a commitment to lend, but merely an expression of our interest in providing the aforementioned financing request. The terms and conditions are subject to change in whole or in part, and any formal conveyance of a final approval would be detailed in a formal commitment letter.

Facility 1 – FEMA Emergency Line of Credit

Borrower: Town of Loxahatchee Groves (the “Town” or “Borrower”)

Amount: \$500,000

Lender: BankUnited, N.A. (the “Bank” or “Lender”)

Facility: The obligation will be a 36 month revolving Line of Credit

Closing Date: On or about June 6th, 2022 or as otherwise mutually agreed upon

Purpose: To provide the Town FEMA Emergency Funds due to natural disaster declaration

Security: Pledge of FEMA/State & local proceeds; covenant to budget and appropriate through assessment.

Advances: Draws occur if Palm Beach County, the Florida Governor, or the President of the United States has declared a state of emergency. Draws under the Line are repaid by FEMA reimbursements.

Interest Rate: BankUnited Prime Rate + 0 bps.

Upfront

Facility Fee: \$2,000

Unused Fee: 10 basis points on average unused amount each quarter

Term: 3 years from the date of closing.

Principal: Interest only, due monthly. Principal payable at maturity.

Prepayment

Penalty: None

Guarantor(s): None

Deposit & Accounts: BankUnited is a Qualified Public Depository, as defined by the State of Florida and pursuant to Chapter 280, Florida Statutes and shall continue to be designated as such by the Town.

Other Terms & Requirements: customary for transactions of this nature, including, but not limited to:

- 1) Town of Loxahatchee Groves to establish prior to closing all business depository accounts and have fully converted all depository accounts (full collection, disbursement and payroll accounts) to BankUnited within 60 days of closing. All accounts are to be maintained with BankUnited N.A. during the term of the line/loan(s).
- 2) Town of Loxahatchee Groves to provide the respective annual audited financial statements within 270 calendar days after the end of its fiscal year.
- 3) The Town shall provide to the Bank its operating Budget and multi-year capital budget on an annual basis, within 30 days after the start of the fiscal year for which the documents have been adopted and approved.
- 4) Loan payments will be set up on automatic debit from a BankUnited account.
- 5) Standard Limitations on additional indebtedness

Additional Conditions: (i) The Lender hereby notifies the Town that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town, and other information that will allow the Bank to identify the Town in accordance with the Patriot Act. The Town hereby agrees that it shall promptly provide such information as requested by the Bank.

Governing Law: All aspects of this credit request being discussed, and any related financing documents would be governed by the laws of the State of Florida.

Other Terms & Requirements: customary for transactions of this nature, including, but not limited to:

Acceptance:

Again, this is a term sheet for discussion purposes and not a commitment to lend. These terms and conditions are subject to change. Please note that this outline does not contain all of the terms, conditions and other provisions involved in this transaction that would be more fully described in the definitive legal document(s) for the proposed transaction should an approval be granted.

Should you wish to request BankUnited N.A. proceed with seeking to obtain formal credit approval under the general terms and conditions outlined herein in this non-binding term sheet, please sign where indicated below and enclose a check payable to BankUnited N.A. in the amount of **\$2,000** as a good faith deposit to cover the cost of continued due diligence and underwriting.

Should BankUnited obtain formal credit approval under terms and conditions materially similar to those presented in this discussion draft and the transaction close, these monies will be applied towards closing costs.

Should BankUnited not obtain formal credit approval under terms and conditions materially similar to those presented in this discussion draft, these monies will be returned to the Borrower.

Should you elect not to accept an approval materially similar to the terms outlined herein, these monies shall be retained by BankUnited N.A. to cover the costs of due diligence in seeking to provide credit approval for the subject credit facility.

If the Bank does not receive the signed term sheet, good faith deposit and funds to cover the cost of third party reports (if applicable) by May 6, 2022, we will be unable to reach a decision on your application and no further consideration will be given to your application.

Very truly yours,

Richard Herman

Rick Herman
Vice President, Commercial Banking
BankUnited, N.A.

ACCEPTED BY:

Town of Loxahatchee Groves

By: James Titcomb, its: Town Manager

Date: _____

Attest:

Lakisha Burch, its: Town Clerk

Date: _____

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: June 7, 2022

SUBJECT: Approval of Resolution No. 2022-25 Ratifying Expenditures with CGP Agency, LLC and Resolution No. 2022-26 Approving an Agreement with CGP Agency, LLC for Communications Content and Production Services

Background:

Section 2-137, Loxahatchee Groves Code, requires Town Council approval of any purchase of or contract for commodities or services in excess of \$25,000. The Town Manager approved services from CGP Agency, LLC, for communications content and production services for less than \$25,000 for FY 2021-2022. Due to unexpected additional work, particularly related to the transition of code and building department services, special events, and notification of public works projects, the cumulative annual year to date spending for CGP Agency, LLC is \$43,090.50 based on invoices paid through May 2022. Additional work, as yet to be invoiced, has also been performed. Accordingly, Town Council is requested to ratify and approve the year-to-date payments to this vendor and to approve an agreement with the vendor for the desired services through the end of the fiscal year, as best interest under the Town's procurement code.

Staff also seeks Council direction on the procurement of communications content and production services moving forward. Regardless of the chosen method, a scope of work must be developed.

Recommendations:

Move that Town Council approve Resolution No. 2022-25 ratifying total purchases and payments for CGP Agency, LLC in the amount of \$43,090.50, in the Town's best interests. Move that Town council approve Resolution No. 2022-26 authorizing an agreement with CGP Agency, LLC for communications content and production services, in the Town's best interests.

Provide direction to staff on a desired scope of work, timeline for contractual services, and method of vendor selection.

RESOLUTION NO. 2022-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE PURCHASE OF COMMUNICATIONS CONTENT AND PRODUCTION SERVICES FROM CGP AGENCY, LLC., IN AN AMOUNT OF \$43,090.50, AS SHOWN ON THE ATTACHED COMPOSITE EXHIBIT “A” AND AUTHORIZING THE PAYMENT FOR SUCH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town has purchased communications content and production services from CGP Agency, LLC; and

WHEREAS, the Town Manager has authorized the purchase of the services as such has been necessary for the operations of the Town; and

WHEREAS, the Town Council finds it is in the best interest of the Town to ratify the expenditures, and finds that authorizing the purchase of communications content and production services in an amount of \$43,090.50, as reflected on Exhibit “A” is in the best interest of the Town.

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 ratifies the purchase of communications content and production services from CGP Agency, LLC, in the amount of \$43,090.50, as reflected in the attached Exhibit “A” to this Resolution.

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, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

Marge Herzog, Council Member

APPROVED AS TO LEGAL FORM:

Marianne Miles, Council Member

Office of the Town Attorney

Phillis Maniglia, Council Member

EXHIBIT “A”

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH CGP AGENCY, LLC. TO PROVIDE COMMUNICATIONS CONTENT AND PRODUCTION AND RELATED SERVICES TO THE TOWN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide communications content and production and related services to the Town; and

WHEREAS, the Town contracted with CGP Agency, LLC in December of 2020; and

WHEREAS, the Agreement between the parties ended prior to completion of the needed work; and

WHEREAS, the scope of services and compensation limit have grown since the original Agreement; and

WHEREAS, it is beneficial to the Town to have a single creator of its communications content and production; and

WHEREAS, pursuant to Section 2-133(b)(12) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council has determined that this Agreement is in the best interests of the Town as it provides for consistency in the development of communications content and production necessary to complete this work; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Agreement for communications content and production and related services.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with CGP Agency, LLC, effective October 1, 2021.

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

Council Member _____ offered the foregoing resolution. Council Member

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Marge Herzog, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐

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

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Council Member Marianne Miles

Office of the Town Attorney

Council Member Phillis Maniglia

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town") and CGP Agency, LLC, a Florida limited liability company ("Consultant").

WITNESSETH:

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

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

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

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

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

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide consulting services to the Town as directed by the Town Manager or designee. The general scope of the Consultant's services is to provide communications content and production and related services as set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein.

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

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The term of this Agreement shall commence October 1, 2021, and shall terminate on September 30, 2022, unless earlier terminated as stated herein. The term may be extended for up to ninety (90) days by written agreement of the parties for services related to those services identified herein.

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

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

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than fifteen (15) days written notice of termination.

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

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

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

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

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

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate the Consultant in accordance with the Scope of Services, attached as Exhibit "A", in an amount not to exceed fifty-five thousand dollars (\$55,000.00) during the Term of this Agreement.

b. Invoice. The Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same, with sufficient detail for a pre and post audit thereof. All reimbursable expenses shall also be clearly identified on the Invoice and supporting documentation shall be provided. Invoices must reflect the amount paid to date, the amount encumbered by the current invoice, and the amount remaining under this Agreement. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

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

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

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, and shall require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term

of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

b. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

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

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

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

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

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

f. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations

as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

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

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

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

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

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

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

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

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

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

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

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

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

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

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

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

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

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

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

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

CGP Agency, LLC
Attn: Carlos Gabriel Perez, Manager
15213 68th Ct. N
Loxahatchee Groves, FL 33470

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

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

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

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

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

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

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Council. The Effective Date is October 1, 2021.

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

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

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

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

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

documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

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

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

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

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

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants’ newly hired employees;

b. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;

c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

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

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

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

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

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

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

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

CONSULTANT:

CGP Agency, LLC, a Florida limited liability company

By: _____
Carlos Perez, Manager

STATE OF _____)
COUNTY OF _____)

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 202__, by Carlos Perez as Manager of CGP Agency, LLC, a Florida limited liability company, ☐ who is personally known to me or ☐ who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

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

TOWN OF LOXAHATCHEE GROVES

By: _____
Robert Shorr, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

Vendor	Content + Graphics Professionals
Services	Communications
Representative	Carlos Gabriel Perez
Email	carlos@cgpagency.com
Phone	561.503.5030
Purchase Order #	520
Vendor ID	909
Date	Apr. 13, 2022

Town Website	Hr	
New Website Pages & Communication Tools	\$	175.00
Update Existent Website Pages and Content	\$	150.00
Develop Website Visuals & Compose Information	\$	150.00
Platform Management	\$	125.00
Improve Navigation	\$	125.00
Town Communications Channels	Hr	

<i>Facebook + Instagram + Twitter</i> <i>Official Town Communication</i> <i>Promote Community Lifestyle & Culture</i> <i>Promote Town Events</i>		
Develop Visuals & Compose Information	\$	150.00
Publish	\$	50.00
Monitor & Report Community Engagement	\$	50.00
Platforms Management	\$	125.00
Community Alerts, Notifications & Immediate Circulation Information		Hr
<i>Town Communications Channels // Website & Social Media</i> <i>Urgent Town-Hall Communication</i> <i>Urgent Road-Work Updates</i> <i>Other</i>		
Compose Visuals & Messages	\$	175.00
Publish on Appropriate Town Platforms	\$	175.00
Community Events		Hr
Development of Promotional & Communication Material	\$	175.00
Media Services - Photography & Video	\$	175.00
Communications Services		Hr

Media Services - Photography & Video	\$	175.00
Document Community & Lifestyle	\$	175.00
Graphic Design	\$	175.00
Copywriting	\$	75.00
Research	\$	50.00
Reporting	\$	50.00
Calls & Emails	\$	50.00
Meetings	\$	100.00

This Page Is Blank Intentionally

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

DATE: June 7, 2022 **Agenda Item # 5**

TO: Town Council of Town of Loxahatchee Groves

FROM: Town Attorney

VIA: James Titcomb, Town Manager

SUBJECT: Employment Agreement for Interim Town Manager

Background:

At its meeting on May 3, 2022, Town Council directed the Town Attorney to negotiate with Assistant Town Manager, Francine Ramaglia, and prepare a contract for the Interim Town Manager position. Ms. Ramaglia has not completed her review of the Agreement as of the publishing of this Agenda but has expressed interest in entering the Interim Town Manager position in accordance with the terms of the negotiated Employment Agreement. The substantial terms of the Employment Agreement are as follows:

- An increase in base salary of 10% for the Term.
- The Term is for a period of 4 months, at the expiration of which Ms. Ramaglia will automatically return to the position of Assistant Town Manager.
- The Term will automatically terminate upon commencement of employment of a Town Manager appointed by Council; at which time Ms. Ramaglia will return to the position of Assistant Town Manager.
- Removal from the Interim Town Manager position without cause, upon which Ms. Ramaglia will return to the position as Assistant Town Manager. The Agreement prohibits the Town from terminating Ms. Ramaglia's employment without cause while serving as the Interim Town Manager.
- Termination of employment with cause, which would terminate Ms. Ramaglia's employment with the Town entirely.
- Ability for Ms. Ramaglia to resign with 30 days' notice.
- Upon return to the at –will position of Assistant Town Manager, Ms. Ramaglia will return to her current compensation (\$98,125.04 per year) and other monetary benefits set forth in the 2018 Employment Letter, acknowledging that certain terms, as identified below, are different from what is set forth in the Human Resources Policy Manual.
 - Health insurance stipend in lieu of utilizing the Town's health insurance plan
 - PTO accrual of 144 hours per year, accrued bi-weekly at a rate of 5.539 hours



155 F Road Loxahatchee Groves, FL 33470

- PTO lump sum of 40 hours is provided annually on the anniversary date of hire in addition to the 144 hours
 - 90-day notice provision prior to change in employment status
- Payout of the balance of accrued but unused PTO as of May 20, 2022, at the Assistant Town Manager rate of pay.
 - Please note that Ms. Ramaglia has indicated an intent to take time off in July and, with the foregoing payout, would not have enough accrued PTO to cover the absence. The parties may agree to:
 - Allow Ms. Ramaglia to take the additional days needed as unpaid.
 - Modify the payout to a slightly reduced amount so that Ms. Ramaglia's balance will cover the intended period of time off.
 - Allow Ms. Ramaglia to borrow against future PTO accruals and run negative balance to cover the absences, for which the Town's current policies do not specifically allow.
- No payment of severance pay under any circumstances.

Recommendation:

Move that Town Council approve the Employment Agreement for Interim Town Manager with Ms. Ramaglia.

EMPLOYMENT AGREEMENT FOR INTERIM TOWN MANAGER

THIS AGREEMENT is made and entered between FRANCINE RAMAGLIA ("EMPLOYEE" or "Interim Town Manager") and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida ("TOWN"), collectively "the PARTIES".

WHEREAS, the EMPLOYEE was initially hired by the TOWN on August 8, 2018 as the Assistant Town Manager;

WHEREAS, at the time of hire, EMPLOYEE received an Employment Letter (2018 Employment Letter) that set forth certain compensation and other monetary benefits, some of which have since been modified;

WHEREAS, the TOWN, by and through its Town Council ("Council"), desires to engage the services of EMPLOYEE as Interim Town Manager on a temporary basis;

WHEREAS, on May 3, 2022, the Council approved EMPLOYEE to be appointed temporarily to the role of Interim Town Manager with full authority and responsibility and directing an Employment Agreement be prepared;

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

I. EMPLOYMENT OF EMPLOYEE

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

II. DUTIES AND RESPONSIBILITIES

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

III. EXCLUSIVE EMPLOYMENT

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

IV. TERM

- A. The Term of this Agreement for employment in the Interim Town Manager position shall begin on June 10, 2022 and remain in effect for approximately four (4) months through and including October 9, 2022, unless earlier terminated as provided in Section V.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of EMPLOYEE or remove her from the position of Interim Town Manager at any time, subject only to the provisions set forth in Section V herein below.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time, subject only to the provisions set forth in Section V herein below.
- D. EMPLOYEE and TOWN acknowledge and agree to waive the ninety (90) days' notice in the event of a change in status referenced in the 2018 Employment Letter at the commencement of the Term and with any actions taken in Section V.

V. SEPARATION FROM TOWN AND/OR REMOVAL FROM INTERIM TOWN MANAGER POSITION

- A. Removal by TOWN Without Cause; Reversion to Prior Position.
 - 1. TOWN shall not terminate EMPLOYEE's employment Without Cause during the Term of this Agreement.
 - 2. Reversion to Assistant Town Manager Position:
 - a. In the event the Council determines, in its sole discretion, EMPLOYEE should no longer serve as Interim Town Manager Without Cause at any time during the Term, EMPLOYEE shall be returned to the at-will position of Assistant Town Manager at the compensation rate of \$98,125.04 per year, paid in installments at the same time as other employees of the TOWN are paid.
 - b. The Term shall automatically terminate upon commencement of employment of a Town Manager appointed by the Council and EMPLOYEE shall be returned to the at-will position of Assistant Town Manager at the compensation rate of \$98,125.04 per year, paid in installments at the same time as other employees of the TOWN are paid.
 - c. Upon reverting to the Assistant Town Manager position, EMPLOYEE shall also return to the following compensation and other monetary benefits set forth in the 2018 Employment Letter. For clarity, the following are modified from the original 2018 Employment Letter and reflect current practice, negotiation of the parties, and shall remain in effect unless and until the TOWN modifies same on a prospective basis:
 - (1) EMPLOYEE receives a stipend equal to the insurance premium for health insurance for EMPLOYEE's age, such payment made after taxes.
 - (2) PTO is accrued bi-weekly at 5.539 hours for a total of 144 hours accrued each year, which is in excess of the accruals set forth in the Human Resources Policy Manual.
 - (3) EMPLOYEE is provided 40 hours of PTO in a lump sum each year on the anniversary date of hire (August 8).
 - (4) The carryover of PTO shall be governed by the cap provided in the Human Resources Policy Manual and shall automatically forfeit any PTO hours over 40 at the end of each fiscal year.
 - (5) On separation of employment, EMPLOYEE will be paid for any accrued but unused paid time off (PTO) only in accordance with the Town's Human Resources Policy Manual as amended from time to time. No other severance payments will be made.

EMPLOYEE's PTO balance as of May 20, 2022 is 398.48, which reflects accruals set forth in (2) and (3) above, of 144 hours/year, accrued bi-

weekly at 5.539 hours plus 40 hours of PTO provided in a lump sum on each anniversary date of hire. The parties recognize this balance exceeds the fiscal year carryover cap of 40 hours plus current year accruals set forth in the Human Resources Policy Manual and the Parties agree that EMPLOYEE shall be paid 100% of the 398.48 (at the rate of \$47.176 per hour) within thirty (30) days of commencement of the Term, provided that if EMPLOYEE's current balance as of the date of payment is less than 398.48 hours, EMPLOYEE shall be paid 100% of the then current balance not to exceed 398.48 hours.

- (6) EMPLOYEE shall be provided ninety (90) days' notice in the event of a change in status.

- d. The TOWN's removal of EMPLOYEE Without Cause from the Interim TOWN Manager position shall be final and non-appealable.

B. Termination by TOWN With Cause.

1. TOWN may terminate EMPLOYEE With Cause, in its sole discretion, as provided herein during the Term of this Agreement.
2. "With Cause" is defined as termination based upon any of the following actions by the EMPLOYEE:
 - a. Misfeasance, malfeasance and/or nonfeasance in performance of the Interim Town Manager duties and responsibilities;
 - b. Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction);
 - c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office;
 - d. Violation of any substantive TOWN policy, rule, or regulation, which would subject any other TOWN employee to termination including, but not limited to, violation of the TOWN's Policy Against Harassment, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
 - e. The commission of any fraudulent act against the interest of the TOWN;
 - f. The commission of any act which involves moral turpitude, or which causes the TOWN disrepute;
 - g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics, the TOWN's Code of Ethics, or violation of the International City/County Management Association Code of Ethics;
 - h. failure to return from an approved leave of absence; or,
 - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.
3. TOWN may terminate EMPLOYEE With Cause immediately or at any time during the Term, with written notice issued to EMPLOYEE generally describing the actions claimed by the TOWN constituting such grounds and the effective date of the termination. Such notice shall be issued as soon as practicable after the vote of the Council to terminate With Cause.
4. The TOWN's termination of EMPLOYEE With Cause shall be final and non-appealable.

C. Resignation by EMPLOYEE.

1. EMPLOYEE may voluntarily resign employment from TOWN by providing TOWN thirty (30) days written notice in advance, unless waived at the sole discretion of the Council. During the 30-day period, TOWN may require EMPLOYEE to cease or limit the work performed on TOWN matters,

during which time EMPLOYEE is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 30 days from the date of the notice, whichever occurs earlier.

D. Expiration of Term.

1. At the expiration of the Term, this Agreement shall terminate automatically and EMPLOYEE shall return to the at-will position of Assistant Town Manager under the same terms as set forth in Section V.A.2.

E. Death.

1. This Agreement, the Term, and EMPLOYEE's employment shall terminate automatically upon the EMPLOYEE's death.

VI. COMPENSATION

- A. Base Salary. TOWN agrees to pay EMPLOYEE for services rendered as the Interim Town Manager at the base annual salary of \$107,937.54 during the Term. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

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

B. Benefits.

1. During the Term, EMPLOYEE shall continue to receive the compensation and other monetary benefits set forth in the 2018 Employment Letter as modified by current practice set forth in Section V.A.2.(c).
2. To the extent any Benefit is not specifically listed herein to which EMPLOYEE is presently eligible under the Town's Human Resources Policy Manual, EMPLOYEE shall remain eligible for such Benefit(s) so long as such Benefits remain in effect, or as amended by the Town Council from time to time.

VII. PAYMENT UPON SEPARATION; NO SEVERANCE PAY

- A. Final Paycheck. If EMPLOYEE separates from employment for any reason under Section V, she shall be paid in full any unpaid balance of her Base Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is payable only in accordance with the Town's Human Resources Policy Manual as amended from time to time. Such payments shall be made on the next regularly scheduled pay date after separation. Management Leave or other paid leaves are not payable upon separation for any reason.

- B. Severance Pay. EMPLOYEE shall not be eligible for Severance Pay under any circumstances.

VIII. PERFORMANCE EVALUATION

Due to the temporary nature of this appointment, EMPLOYEE as Interim Town Manager shall not be subject to a formal evaluation of her performance in that position.

IX. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written (including conflicting provisions in the "Employment

Letter" dated August 8, 2018), and all other communication between the parties relating to the subject matter of this Agreement.

- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the EMPLOYEE except as provided in any benefit plans upon occurrence of a qualifying event.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Failure of the TOWN to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time thereafter.
- F. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- G. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- H. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. EMPLOYEE expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.
- I. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT.
- J. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
ATTN: Mayor
Town Attorney

TO: Francine Ramaglia
address on record in
Personnel File

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ____ day of June, 2022.

TOWN OF LOXAHATCHEE GROVES

EMPLOYEE

BY: _____
ROBERT SHORR, MAYOR

FRANCINE RAMAGLIA

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Q. Burch, Town Clerk

Town Attorney

DRAFT

This Page Is Blank Intentionally

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

DATE: June 7, 2022

SUBJECT: Discussion of Easement (Multi-Use Trail/Roadway Drainage & Utility) Protocols

Background:

At the June 1, 2021, meeting, Council established protocols for requesting Easements for Town purposes from property owners within the Town as follows:

1. The Town is seeking, and may request from property owners within the Town, the following:
 - a. Easements for additional right-of-way outside the currently maintained roadway “footprint” to be used for roadway, drainage, and/or utility purposes. Such Easements will be addressed on a case-by-case basis in relation to a proposed project.
 - b. Easements for multi-use trails.
2. The Town’s Public Works Director is responsible for obtaining, perfecting, requesting approval, and recording Easements to the Town.
3. The Town’s Public Works Director may procure the services of a surveyor for preparation of sketches and legal descriptions in accordance with the Town’s purchasing code and manual.
4. The Town’s Public Works Director will work with the Town Attorney to revise any Easement documents as necessary.
5. In addition to the Town’s Public Works Director, Town Administration and Town Lobbyist may request Easements for Town purposes as described in this protocol.



155 F Road Loxahatchee Groves, FL 33470

6. The Town's Public Works Director, Town Administration, Town Engineer and/or Town Attorney will prepare for consideration by the Town Council any variance to the terms of an Easement.
7. All Easements must be approved by the Town Council prior to recording.
8. Easements must be collected prior to the Town beginning any work within the Easement, unless directed by the Town Manager.

Recommendation:

Discussion and direction to staff and attorney.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: June 7, 2022

SUBJECT: Recreational Vehicles Application Pursuant to Ordinance No. 2020-07

Background:

The Town Council adopted Ordinance No. 2020-07 regarding recreational vehicles. Attached is the draft application form as requested by Council.

The registration process pursuant to the ordinance requirements will be similar to the rest of the Town's permitting process: the application will be a fillable form online submitted through the permits email initially, managed/entered/updated/issued by the Safebuilt permit tech following inspection by the building official.

The fees were adopted on the comprehensive fee schedule in November 2021 with \$50 registration fee for each RV plus the solid waste assessment fee for residential collection.

Staff Recommendation:

Discuss, receive and file.



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

Section 20-050 of the Town of Loxahatchee Groves Unified Land Development Code (ULDC) sets forth the Town of Loxahatchee Groves (Town) "Recreational Vehicle Parking Program" (RVPP). A separate application is required for each recreational vehicle (RV) to be parked on property within the Town.

Permit Application: Applications required pursuant to this program shall include:

- Name of property owner, address and zoning code of property where RV is to be located;
- Name and permanent address of person(s) residing in the RV;
- A 24-hour emergency on-site contact person and contact information;
- Make, model, color, and tag number of RV;
- Approved permits from the Town for electrical, water, and from the Health Department for sewage disposal;
- Name and copy of signed sewage disposal contract with an approved septic vendor covering the permit period; and
- Site plan with designated area for RV parking identified showing location of RV(s) on property including 25' setbacks from all property lines and availability of hook-ups.

Permit Fee: Each RV requires a separate permit. The cost per each RV permit is Fifty Dollars (\$50.00) plus the annual solid waste assessment for a single residential unit. The permit fee is a flat rate per RV for the entire period regardless of number of days used and is not prorated.

Commented [EL1]: Based on this statement, I added the same above. However, the permit below provides for up to 4 vehicles. If a separate permit is required for each, this should only be for one.

Permit Period: The RVPP permit is valid for 179 days from date of approval. The permitted RV shall be removed from the property on or before the 179th day. Failure to remove the RV shall constitute a violation and subject the property owner to Code Enforcement action and an administrative fine. The RV must be removed for a period no less than 6 months before a new permit will be issued, except where a parking space was used for a period of less than 6 months, then a permit may be issued for the time period remaining on the originally issued permit for the RV originally permitted.

Commented [EL2]: Include how much this is and if it must be paid in full at the time of permitting.

Limitations: No RVs will be allowed on parcels less than one (1) acre; one (1) RV shall be allowed on parcels consisting of one (1) acre and less than two (2) acres; a maximum of two (2) RVs shall be allowed on parcels consisting of 2 acres and less than ten (10) acres; and no more than four (4) RVs shall be allowed on parcels consisting of ten (10) acres or more.

Parking Area: Areas utilized for the parking of RVs must be identified on the submitted site plan within the required setbacks with the necessary hook-ups available. Property owners may screen parked RVs from neighboring properties.

Electrical Hook Up: Electrical hook up must be separate for each RV. Each electrical hook up must be permitted through and inspected by the Town's Building Department. No electrical extension cords shall



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

be utilized. Use of extension cords will render the permit invalid. A notarized letter from a licensed electrical contractor stating the electric is to the code may be substituted in lieu of the required inspection until such inspection can be completed.

Water Hook Up: Water hook up may be a single source with separate hook up at each RV parking spot.

Septic Hook Up: Septic hook up must be permitted and inspected by the Health Department. A copy of the approved permit is required as part of this application.

Approved Septic Vendor: A commercial operation licensed and insured in the State of Florida and permitted by Palm Beach County to conduct sewage removal via pump truck, evidenced by an executed contract by the owner and contractor.

Ground Cover (optional): It is recommended that the section of land directly beneath the RV be covered with an impenetrable surface to guard against spills and leakage seeping into the ground. This may consist of a concrete pad with at least a two-inch raised lip around the entire pad, a tarp with a two-inch raised lip around the entire surface or like materials used to cover the ground.

Property Access: Property owner(s) agree to allow Town representatives free access to the property, upon 24 hours notice, to conduct inspections of the areas used for RVPP. Failure to allow inspections will invalidate the permits for RVs under this program and subject the property owner to Code Enforcement action. By submitting this application and signing below, you acknowledge that the Town has the right to inspect the property to verify compliance with the permit, and that a failure to allow such inspection will invalidate the permit and require that the RV be removed immediately.

Site Inspection: A site inspection by a Town representative shall be conducted prior to the issuance of a permit to ensure compliance with the RVPP.

Vehicle Identification Stickers: Upon issuance of the RVPP permit, vehicle identification stickers shall be issued to the property owner. It is the property owner's responsibility to ensure that issued stickers are affixed to approved RVs parked in accordance with this program. The stickers shall be affixed to the lower left of front windshield so to be easily viewed by Town representatives during inspections of the site as well as during drive by of the property. Failure to affix stickers to RVs will invalidate the permit.

Code Violations: RVPP permits will not be issued to persons or on properties that have adjudicated code violations and unresolved penalties associated thereto.

Unoccupied RVs: An unoccupied RV must be owned or leased by the property owner or tenant of the property and shall not be used for storage or any other non-residential use.

Commented [EL3]: Why? An inspection is required before the permit will be issued. Wouldn't the inspection cover everything that needs to be checked before issuing the permit? This language would not be necessary then.

Commented [EL4]: Does this need to be permitted and inspected?

Commented [EL5]: Does the County issue permits for this activity? Does this require a Town BTR?



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

PROPERTY OWNER INFORMATION

PROPERTY OWNER NAME _____	
PROPERTY ADDRESS _____	
PCN _____	PARCEL SIZE (ACRES) _____
ZONING _____	USE CODE _____
OWNER CONTACT INFORMATION:	
PRIMARY PHONE _____	CELL PHONE _____
EMAIL _____	
24 HOUR CONTACT INFORMATION (ON-SITE RESIDENT):	
PRIMARY PHONE _____	CELL PHONE _____
EMAIL _____	

APPROVED REGISTERED VEHICLES

RV # _____		
PERMIT # _____	DATE ISSUED _____	AMOUNT PAID \$ _____
OWNER _____		
VEHICLE MAKE & MODEL _____		
LICENSE PLATE # _____	STATE _____	
IF MORE THAN ONE SPACE ALLOWED ON PROPERTY, THIS RV WILL BE IN SPACE # ____.		
AUTHORIZED TENANT IDENTIFICATION:		
NAME _____		
PERMANENT ADDRESS (incl. city & state) _____		
DOB _____	SEX _____	RACE _____
DRIVERS LICENSE/ID # _____ STATE _____		



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

INSPECTION REPORT

Evidence of hook-ups indicated by inspector initials and date below:

<u>INSPECTION</u>	<u>INSPECTION DATE</u>	<u>INSPECTOR INITIALS</u>	<u>NOTES</u>
ELECTRICAL			
WATER			
SEPTIC			
GROUND COVER (OPTIONAL)			

Other Observations: _____

Building Official Approval

Signature

Date: _____

Print Name

Hold Harmless Clause: Property Owner shall hold harmless the Town of Loxahatchee Groves, its elected and appointed officials, its employees and agents, from and against any and all claims, actions, and judgments, made by any person, corporation, firm, or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the use of the property under this Recreational Vehicle Parking Program, located at:

Print Property Address

Loxahatchee Groves, FL 33470,

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE. FURTHER, I/WE UNDERSTAND THAT THIS APPLICATION BECOMES PART OF THE OFFICIAL RECORD OF THE TOWN OF LOXAHATCHEE GROVES. I UNDERSTAND THAT ANY KNOWINGLY FALSE INFORMATION GIVEN WILL RESULT IN ENFORCEMENT ACTIONS BY THE TOWN.

Signature of Property Owner



TOWN OF LOXAHATCHEE GROVES

RECREATIONAL VEHICLE PROGRAM APPLICATION

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of __ physical presence or __ online notarization this ___ day of _____, 20____, by _____ (name of person making statement), who __ is personally known to me or __ has produced _____ as identification.

(Seal)

Signature of Notary Public
Print, Type/Stamp Name of Notary

.....
For Official Use Only:

PERMIT #: _____

PERMIT APPROVED BY: _____ Date: _____

Title: _____

PERMIT DATE ISSUED: _____

REQUIRED REMOVAL DATE: _____

ACTUAL REMOVAL DATE (TBD): _____ (If prior to required date, owner must notify town)



TOWN OF LOXAHATCHEE GROVES
RECREATIONAL VEHICLE PROGRAM APPLICATION

ATTACHMENT A – SKETCHED VEHICLE PARKING LAYOUT

(Show and number all RV spaces on property)

DRAFT



TOWN OF LOXAHATCHEE GROVES
RECREATIONAL VEHICLE PROGRAM APPLICATION
ATTACHMENT B – APPROVED SEPTIC VENDOR CONTRACT

DRAFT

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, 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”, TO PROVIDE FOR AND MODIFY REGULATIONS REGARDING RECREATIONAL VEHICLES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council believes it is necessary to enact regulations regarding recreational vehicles; and,

WHEREAS, this proposed ordinance modifies the current code by enacting and modifying regulations governing recreational vehicles; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby amends Part II “Zoning Districts”, Article 20 “Residential Zoning Districts” by enacting Section 20-050 “Recreational vehicles” to read as follows:

Sec. 20-050. – Recreational vehicles.

(a) For properties which have a permitted residential structure within the agricultural residential zoning district, recreational vehicles shall be allowed on a temporary basis for living and sleeping purposes, provided there are no adjudicated town code violations pending against the property and/or unresolved penalties associated therewith subject to the following conditions:

(1) A registration permit, (the fee for the registration permit shall be set by a resolution of the Town Council) which shall only be valid for a less than one hundred and eighty (180) days and shall be required for each recreational vehicle parking space

on an annual basis and shall be placed on the recreational vehicle occupying parking space where it can be seen from the exterior of the recreational vehicle;

(2) No recreational vehicle shall be allowed on a parcel less than one (1) acre. One (1) recreational vehicle shall be allowed on a parcel consisting of one (1) acre and less than two (2) acres; a maximum of two (2) recreational vehicles shall be allowed on a parcel consisting of two (2) acres and less than ten (10) acres; and, no more than four (4) recreational vehicles shall be allowed on a parcel consisting of ten (10) acres or more;

(3) The person or persons residing in the recreational vehicle must demonstrate a permanent residence in another location;

(4) The placement of the recreational vehicle must be setback from all property lines by at least 25 feet;

(5) The recreational vehicle shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(6) Upon expiration of the registration permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property and any application for a new registration permit for that property may only occur after a minimum time period of 6 months has expired, unless the parking space was initially used for a period of less than 6 months, then a permit may be issued for the time period remaining on the initial 6 month time period;

(7) The parcel owner, where the recreational vehicle(s) site is located, shall be required to allow town staff, or its agents, to inspect the recreational vehicle(s) in such a manner and time as determined by the town manager, upon at least 24 hours' notice.

(8) Recreational vehicles shall only be used for their designed and intended purpose as evidenced by the manufacturer's certification.

(9) A recreational vehicle that is not occupied must be owned or leased by the property owner or tenant of the property.

(10) Unoccupied recreational vehicles shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.

(11) No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.

(b) This section shall not apply to caretaker's quarters, groom's quarters and construction trailers.

(c) Any violation of this section may subject the property owner and/or recreational vehicle user to code enforcement action or any other legal action as determined by the town.

(d) Requests for such a registration permit shall be submitted in writing to the town manager together with such fees, if any, as the town requires and is set forth in the town code.

Section 3. The Town of Loxahatchee Groves hereby amends Part II “Zoning Districts”, Article 175 “Floodplain Management”, Division XV “Recreational Vehicles and Park Trailers”, to read as follows:

DIVISION XV. - ~~RECREATIONAL VEHICLES AND PARK TRAILERS~~

Section 175-355. - Temporary placement.

~~Recreational vehicles and p~~Park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the ~~recreational vehicle or park trailer model~~ is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

Section 175-360. - Permanent placement.

~~Recreational vehicles and p~~Park trailers that do not meet the limitations in Section 175-355 of this article for temporary placement shall meet the requirements of Division XIV of this article for manufactured homes.

Section 4. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. Severability. If any clause, section, or other part or application of this Ordinance 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 6. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF

LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF ____, 2020.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARGE HERZOG, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ROBERT SHORR, COUNCILMEMBER	☐	☐	☐

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Laura Danowski

Council Member Phillis Maniglia

Council Member Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

DATE: June 7, 2022 **Agenda Item # 8**

TO: Town Council of Town of Loxahatchee Groves

FROM: Elizabeth V. Lenihan, Town Attorney

VIA: James Titcomb, Town Manager

SUBJECT: Town Manager Recruitment Candidate Selection for Interview

Background:

At its meeting on May 3, 2022, Town Council directed staff and the Town Attorney to begin the recruiting process for the Town Manager position. As a result, the position was posted and submissions were due by May 24, at 4:30 p.m. The Town received submissions from the candidates on the attached list. Candidate submissions, including resumes, cover letters, applications, and reference information (if provided), have been provided to Council Members.

Town Council previously agreed to narrow the candidate pool and select candidates for interview at this meeting. Each Council Member is to have reviewed the candidate submissions and be ready to present their top 2 candidate choices for interview. This is not a scored process. Each Council Member's top 2 candidate choices, and all candidates claiming Veteran's Preference, will be invited to interview with Town Council. Interviews are currently scheduled for June 21st at 6pm.

Alternatively, Town Council may extend the deadline to allow for additional candidate submissions and/or provide direction on additional recruiting sources.

Town of Loxahatchee Groves

CANDIDATE RESUME SELECTION SUMMARY DATE

Summary: Council Members each selected 2 candidates for interviews. Each Council Member's selections and any candidate claiming veteran's preference shall be offered an interview at a date/time selected by Town Council.

Candidate Information		Shorr	Danowski	Maniglia	Herzog	Miles	Total Number of Selections
Candidate Name	Tab Number						
Last, First							Vet Pref
Christofferson, Braeden	1						
Day, Timothy	2						
Jordan, Patrick	3						
Kutney, Mark	4						
Ladner, Lynne	5						
McCord, Scott	6						
Ramaglia, Francine	7						
Schumacher, Jared	8						
Subramanya, Jai	9						
Tibbs, Larry	10						X
Williamson, Chandler	11						X